

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into between the City of Sugar Land, Texas (“Sugar Land”) and the City of League City, Texas (“League City”) to establish the parties’ understanding regarding the answering and handling of re-routed 911 calls and the dispatch of field units during the COVID-19 pandemic.

RECITALS:

WHEREAS, the novel coronavirus known as COVID-19 continues to spread in Harris and Fort Bend Counties, and positive cases are on the rise; and

WHEREAS, as COVID-19 spreads both Sugar Land’s and League City’s employees are more likely to become exposed to the virus; and

WHEREAS, if enough staff become exposed to and/or sick with COVID-19 at one time, it will negatively impact Sugar Land’s and/or League City’s ability to maintain current staffing levels; and

WHEREAS, Sugar Land employees answer 911 calls and, as needed, dispatch police, fire, and EMS units (“Field Units”) within Sugar Land; and

WHEREAS, League City employees answer 911 calls and, as needed, dispatch Field Units within League City; and

WHEREAS, there is particular concern that a drop in staffing levels will impede Sugar Land’s or League City’s ability to answer 911 calls and dispatch Field Units in a timely manner; and

WHEREAS, it is in the public interest to ensure that 911 calls are answered as soon as possible and that Field Units are promptly dispatched when needed; and

WHEREAS, Sugar Land and League City both utilize the Gulf Region Information and Dispatch System (the “GRID System”); and

WHEREAS, Sugar Land and League City each have the capability, using the GRID System and the other city’s radio frequencies, to answer re-routed calls and dispatch Field Units for the other city; and

WHEREAS, if COVID-19 causes staffing levels at Sugar Land or League City fall to levels which impact their ability to answer 911 calls, the understaffed city would like to re-route their 911 calls to the more staffed city; and

WHEREAS, the more staffed city may also be called upon to dispatch Field Units, if needed; and

WHEREAS, Sugar Land and League City desire to enter into this MOU to establish the terms for re-routing 911 calls and dispatching Field Units; NOW THEREFORE:

AGREEMENT:

Sugar Land and League City agree as follows:

1. Recitals. The recitals set forth above are adopted and incorporated into this MOU.
2. Effective Date. This MOU is effective as of the latest of the dates signed by the parties below (the “Effective Date”).
3. Purpose. The purpose of this MOU is to ensure that if staffing levels for one city fall to levels which impact its ability to answer 911 calls, the 911 calls can be re-routed to the more fully staffed city, and the more staffed city can also dispatch Field Units for the understaffed city.
4. Term; Renewal; Termination. This MOU begins on the Effective Date and ends on December 31, 2020. This MOU will automatically renew for up to four (4) six-month terms. Either party may terminate this MOU by providing 30 days’ prior written notice to the other party.
5. Procedure.
 - a. If COVID-19 causes staffing levels at one city to fall to levels which impede that city’s ability to answer 911 calls, the understaffed city will promptly notify the staffed city that it needs to re-route its 911 calls to the staffed city, and will indicate the duration it thinks the staffed city will need to answer re-routed 911 calls.
 - b. The staffed city will confirm, in writing, to the understaffed city that it can or cannot handle the understaffed city’s re-routed 911 calls at that time.
 - c. If the staffed city is capable of handling the understaffed city’s re-routed calls, the staffed city will answer the understaffed city’s re-routed 911 calls, and dispatch Field Units if needed.
 - d. The staffed city will answer re-routed 911 calls and dispatch Field Units twenty-four (24) hours a day during the period 911 calls are being re-routed.
 - e. If the staffed city itself experiences staffing issues during the time it is handling re-routed calls, and can no longer handle the understaffed city’s 911 calls, it will promptly inform the understaffed city and the understaffed city will then be responsible for handling its own 911 calls.
 - f. Once staffing levels at the understaffed city rise to a level where the understaffed city can handle its own 911 calls, the understaffed city will promptly notify the staffed city and the understaffed city will then be responsible for handling its own 911 calls.
 - g. Sugar Land and League City recognize, and it is intended, that there may be multiple times throughout the current pandemic where one and/or both cities may need to utilize the

other city for the purposes stated in this MOU.

6. Duties. The duties to be provided to the understaffed city by the staffed city include:

a. Answering re-routed public safety/emergency 911 calls;

b. TCIC/NCIC record entry, confirmation and clear;

c. Dispatch of Field Units;

d. Radio communications for Field Units;

e. Performing such other public safety telecommunications duties as may be agreed upon between Sugar Land and League City; and

f. Performing duties required of public safety telecommunications under Texas law, including but not limited to appearing in court as needed.

7. Entire Agreement; Amendment. This MOU represents the entire agreement between Sugar Land and League City. This MOU may be amended by the mutual written agreement of both parties.

8. No Partnership. Nothing contained in this MOU will create or be construed as creating a partnership, employment, joint venture, or agency relationship between Sugar Land and League City and neither party will have the authority to bind the other in any respect or to direct the other's employees in any manner.

9. Notices. All notices will be in writing and may be delivered by mail, in person, or by email. Mailed notice is deemed received three days after the date of deposit in the United States mail. Unless otherwise provided in this MOU, all notices will be delivered to the following addresses:

Sugar Land: City of Sugar Land
 Attn: _____
 P.O. Box 110
 Sugar Land, Texas 77487
 Email: _____@sugarlandtx.gov

League City: City of League City
 Attn: _____

 League City, TX _____
 Email: _____

If either party changes its mailing or email address, it will notify the other party in writing of the change, as provided for in this section.

10. Law Governing. This MOU is governed by the laws of the state of Texas.

11. Waiver. A waiver of any breach of any of the provisions of this MOU will not be construed as a continuing waiver of other breaches of the same or other provisions.

12. Severability. If any of the provisions contained in this MOU are deemed invalid, such invalidity will not affect the other provisions and the MOU will be construed as if the invalid provision had never been contained in this MOU.

13. Survival. The provisions of this MOU that by their nature extend beyond termination or expiration of this MOU survive such termination or expiration.

CITY OF SUGAR LAND

By: _____

Name: _____

Title: _____

Date: _____

CITY OF LEAGUE CITY

By: _____

Name: _____

Title: _____

Date: _____