

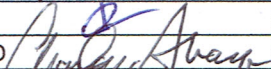

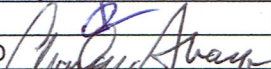


MEMORANDUM OF UNDERSTANDING

Between the City of San Augustine, Texas & the County Sheriff of San Augustine, Texas

1. **Parties:** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Sheriff's Office of San Augustine County, Texas, and the City of San Augustine, Texas. Other communities or agencies within San Augustine County, Texas are **not** Parties to this MOU.

2. **Purpose:** The purpose of this MOU is to establish the terms by which the service of Radio Dispatch for the City of San Augustine Volunteer Fire Department will be transferred to the Sheriff's Office of San Augustine County. Furthermore, the City Council of the City of San Augustine and the Commissioners Court of San Augustine County will have to work together to complete the ultimate financial goal as defined in clause #6 of this MOU. This effort is sponsored by the following officials who pledge to work with each of their respective agencies so together we can improve public safety and eliminate wasteful duplication of services.

City of San Augustine	County of San Augustine
Leroy Hughes, Mayor 	Robert Cartwright, Sheriff 
John Camp, City Manager 	Jeff Boyd, County Judge 
Charles Sharp, Fire Chief SAVFD 	

3. **Term of MOU:** This MOU is effective upon the day and date last signed and executed by the representatives of the parties to this MOU, and shall remain in full force and effect for not longer than one (1) year. This MOU may be terminated, without cause, by either party upon twenty (20) days written notice, which notice shall be delivered by hand or by certified mail to one of the respective parties. If for some reason both Parties are unable to reach an agreement on Financial Responsibilities as outline below in clause #4, a new MOU will be required, and this one will terminate.

4. **Responsibilities of Parties:** In as much as the Sheriff's Office has been fulfilling the Radio Dispatch task during regular business hours of San Augustine City Hall as a trial period since January 2019, with no significant issues, and also since by previous City Council vote, the City of San Augustine Fire Department is a de-facto County agency; 1) The Sheriff's Office agrees to take charge of Radio Dispatch twenty-four hours a day, and 2) As soon as possible, the City will engage a call center or other resource for the purpose of taking City calls regarding water, sewer and power outages, and 3) The City will eliminate Radio Dispatching at the Fire Hall while maintaining the facility as an emergency facility.

6. **Financial Responsibilities of Parties:** In as much as the Sheriff's Office does not expect this to cause a dramatic change in work load, and since the Sheriff's Office is the point of contact for 911 calls it is appropriate that Radio Dispatching occurs there instead of at a redundant facility in the City, the parties agree that: 1) There will be no cost to the City for this transfer, but 2) The City will pay severance to current dispatch staff as a lump sum at the rate of one average week's pay for each year of service, and 2) The City will retrofit the Fire Hall as needed to accommodate access after-hours to fire fighters/law enforcement, and **most importantly 3) Both Parties will work together with their respective boards over the coming months to agree on fair cost sharing for other related and unrelated activities so that a new agreement can be made prior to approval of subsequent budgets for the City and County of San Augustine, the first being the City Budget in June of 2020**, and 4) Optionally, a formal Interagency Agreement may be put in place to more clearly define Radio Dispatch if later required by both Parties.

8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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9. **Ratification:** The initials of the sponsoring parties in clause #2 indicate their commitment to making this work; however, this MOU will not be binding, and no further action can take place until and if ratified by both the San Augustine City Council in the August 20 meeting and the San Augustine County Commissioners Court in the August 27th meeting.

IN WITNESS WHEREOF, the parties have set their hands on this 27th day of August, 2018.

SAN AUGUSTINE COUNTY ATTEST:

By: _____

**Robert P. Cartwright,
San Augustine County Sheriff**

By: _____

**Jeff Boyd,
San Augustine County Judge**

CITY OF SAN AUGUSTINE ATTEST:

By:  _____

**Leroy Hughes,
City of San Augustine Mayor**

By:  _____

**John Camp,
City of San Augustine City Manager**