



## **City of Onalaska**

P.O. Box 880 • Onalaska, Texas 77360

### **MEMORANDUM OF AGREEMENT: TRAINING OF DISPATCHERS**

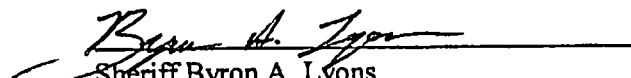
In order to meet the needs of both the Polk County Sheriff's Office and the City of Onalaska the following agreement is hereby made between the parties:

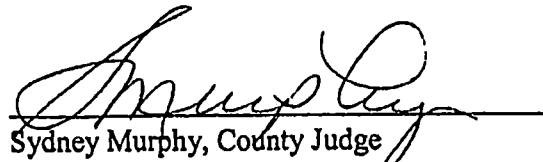
1. The City of Onalaska (the City) will immediately seek to employ two (2) qualified individuals to serve as emergency services dispatchers (dispatchers) with the City's emergency services communications center. Once hired these dispatchers shall be supervised by the Chief of Police for the Onalaska Police Department or her designee.
2. Subsequent to their hiring the dispatchers described above shall be temporarily assigned to the Polk County Sheriff's Office for a training period not to exceed four (4) months. This period may be extended upon a written request made by the City of Onalaska to the Polk County Sheriff (Sheriff) subject to the Sheriff's approval. During the aforesaid training period the Chief of Police shall designate the Sheriff, or his representative, as the party responsible for supervising any dispatchers assigned to the Polk County Sheriff's Office for training pursuant to this memorandum. At no time while under the supervision of the Sheriff or his designated agent shall any dispatcher receiving training under this agreement be considered an employee or independent contractor of the Polk County Sheriff's Office or Polk County
3. Throughout the training period the Sheriff, or his designated representative, shall have the authority to fully supervise all aspects of the dispatchers' training including, but not limited to: scheduling, discipline, and the manner of instruction. The Sheriff, or his representative, shall not have the authority to terminate the employment of any dispatcher. However, the Sheriff, or his designated representative, shall have the authority to terminate the training of any dispatcher

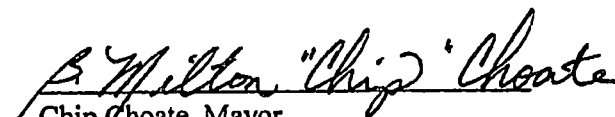
employed by the City of Onalaska and assigned to the Sheriff's Office for training under this memorandum upon providing written notice to the Chief of Police of the reasons for said termination.

4. At all times the City of Onalaska shall be responsible for paying the salary, benefits, and any other compensation owed to any dispatcher assigned to the Polk County Sheriff's Office for training under this agreement.
5. The City of Onalaska releases and forever discharges and holds harmless the Polk County Sheriff's Office, its members and its/their successors and assigns, from any and all liability or claims that the City of Onalaska (or Onalaska's heirs or assigns) may have or may become actionable in the future that are in any way related to any damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property that may result from Polk County's official activities. Each party to this agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents in connection with the performance of their official duties under this agreement.

SIGNED THIS 11<sup>th</sup> DAY OF MAY, 2021

  
Sheriff Byron A. Lyons  
Polk County, Texas

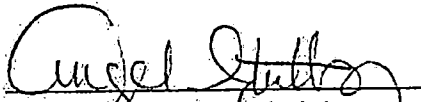
  
Sydney Murphy, County Judge  
Polk County, Texas

  
Chip Choate, Mayor  
Onalaska, Texas

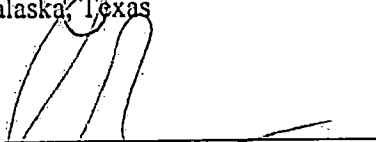
ATTEST:



Schelana Hock, County Clerk  
Polk County, Texas



Angela Stotts, City Administrator  
Onalaska, Texas



Chris Thompson, City Attorney  
Onalaska, Texas