

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Department of Information Technology Services

AGENDA DATE: February 09, 2015

CONTACT PERSON/PHONE: Bruce D. Collins – Purchasing Director
Purchasing & Strategic Sourcing, (915) 212-1181
Enrique Martinez, Jr. –Director
Information Technology Services, (915) 212-1400

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

Strategic Goal 2, Set the Standard for Safe and Secure City.
Strategic Goal 7, Enhance and Sustain El Paso's Infrastructure Network.

SUBJECT:

That the City Manager be authorized to sign a 10-Year Interlocal Agreement with the El Paso County 911 District supporting regional public safety standardized communications platform through the Project 25 (P25) 800MHZ Digital Radio System. The 911 District shall pay the City an amount not to exceed \$300,000 annually for the duration of the agreement.

BACKGROUND / DISCUSSION:

In June of 2014, the City of El Paso successfully completed Project 25 (P25) radio system upgrade. The recommended Interlocal Agreement shall leverage interoperability and contingency operations through a standardized public safety radio communications platform for the entities supported by the 911 District.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

The City of El Paso shall invoice the 911 District annually beginning on the commencement date of the agreement and thereafter on each anniversary of that date. The 911 District will remit agreed upon payment to the City.

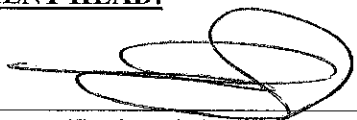
Department:	239	Information Technology Services
Division:	15210	Infrastructure Management
Fund:	1000	General
Account:	405067	Reimbursed Expenditures

BOARD / COMMISSION ACTION:

N/A

*****AUTHORIZATION*****

DEPARTMENT HEAD:



Enrique Martinez Jr., Information Technology Services, Director

**COUNCIL PROJECT FORM
(RESOLUTION)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **CONSENT** agenda under **RESOLUTIONS** for the Council Meeting of **FEBRUARY 9, 2015.**

Strategic Goal 2, Set the Standard for Safe and Secure City.

That the Mayor be authorized to sign an Interlocal Agreement with the El Paso County 911 District ("911 District") to give access to the 911 District and other local public safety and law enforcement agencies ("Agencies") identified in this Interlocal Agreement to the City's P25 platform 800MHZ Digital Radio System ("P25 Systems") through the use of the 911 District and other Agencies' radios which will enable all the entities to participate in the P25 System and that 911 District shall be remit to the City an annual amount not to exceed \$300,000 for the maintenance cost of the P25 System; and that the City Manager be authorized to establish any appropriations associated with this Interlocal Agreement.

Department: Information Technology
Districts(s): ALL
Reference No.: 2015-650

*******ADDITIONAL INFO BELOW*******

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

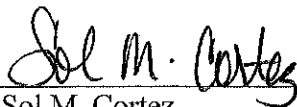
That the Mayor be authorized to sign an Interlocal Agreement with the El Paso County 911 District ("911 District") to give access to the 911 District and other local public safety and law enforcement agencies ("Agencies") identified in this Interlocal Agreement to the City's P25 platform 800MHZ Digital Radio System ("P25 Systems") through the use of the 911 District and other Agencies' radios which will enable all the entities to participate in the P25 System and that 911 District shall be remit to the City an annual amount not to exceed \$300,000 for the maintenance cost of the P25 System; and that the City Manager be authorized to establish any appropriations associated with this Interlocal Agreement.

THE CITY OF EL PASO

Oscar Leaser
Mayor

Richarda D. Momsen
City Clerk

APPROVED AS TO FORM:



Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:



Enrique Martinez, Director
Department of Information Technology

STATE OF TEXAS

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§
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**INTERLOCAL AGREEMENT
ENHANCED PUBLIC SAFETY
RADIO INTERCONNECTIVITY**

COUNTY OF EL PASO

This Interlocal Agreement ("AGREEMENT") is entered into on the date of execution by the last signatory to the AGREEMENT, by and between the **EL PASO COUNTY 911 DISTRICT**, a political subdivision of the State of Texas ("DISTRICT"), and the **CITY OF EL PASO, TEXAS**, a home rule municipal corporation ("CITY").

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments and political subdivisions, including the CITY and the DISTRICT, to enter into agreements with each other to perform governmental functions and services, and

WHEREAS, the CITY and the DISTRICT believe that a cooperative agreement between the parties relating to the P25 Digital Radio System will provide a mutual benefit to the residents of both entities, and serve a governmental purpose of enhancing the health and safety of the local population, specifically in the area of emergency services and governmental response to its citizenry, and

WHEREAS, under Section 772.302, Health & Safety Code, the CITY and the DISTRICT are encouraged "as units of local government and combinations of those units to develop and improve emergency communication procedures and facilities in a manner that will make possible the quick response to any person calling the telephone number 9-1-1 seeking police, fire, medical, rescue, and other emergency services," and

WHEREAS, the CITY has requested assistance from the DISTRICT to support the P25 Digital Radio system and the DISTRICT agrees there is benefit to 9-1-1 through having access to the P25 Digital Radio system, and

WHEREAS, the CITY and the DISTRICT desire to work together to carry out various functions for the smooth operation of the 9-1-1 system, and believe that a cooperative agreement to share the P25 Digital Radio system will provide a mutual benefit to all local law enforcement and public safety entities, the public, and the taxpayers and that the benefit is adequate consideration to support this Interlocal AGREEMENT, and

WHEREAS, the CITY has located the core of the P25 Digital Radio system in a facility owned by the DISTRICT at 200 N. Kansas, El Paso Texas 79901("Facility") to perform the functions of providing prompt and efficient emergency and other radio services to the law enforcement and public safety entities within the City and County of El Paso, and may in the future elect to locate P25 Digital Radio Equipment in other facilities owned by the DISTRICT;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements as set forth herein the parties agree as follows:

CONTRACTUAL RELATIONSHIP

The parties to this AGREEMENT are governmental entities which are entering into this AGREEMENT pursuant to Chapter 791, Texas Government Code, which establishes the legal relationship between the parties. No other legal relationship is intended to be created by this AGREEMENT.

The DISTRICT acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the CITY to any obligation other than the obligations set forth in this AGREEMENT. The CITY also acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the DISTRICT to any obligation other than the obligations set forth in this AGREEMENT.

The DISTRICT acknowledges and agrees that it does not acquire any rights of ownership of the P25 Digital Radio system through this AGREEMENT. The CITY agrees and acknowledges that the DISTRICT does not acquire any of the responsibilities of ownership of the P25 Digital Radio system through this AGREEMENT.

The terms of this AGREEMENT will be considered separate from any other DISTRICT / CITY transaction or agreement. The mutual consideration of the Parties described herein shall be calculated without reference to any other contract. Setoffs against other contractual obligations are neither contemplated by the parties nor permitted.

SCOPE OF SERVICE

The parties acknowledge and expressly agree that, in all things relating to this AGREEMENT, the CITY and the DISTRICT are performing governmental functions, as defined by the Texas Torts Claims Act. The parties hereby agree that the CITY and the DISTRICT enter into this AGREEMENT as governmental entities for the purpose of performing a governmental function. The parties further expressly agree that every act or omission of each party, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function.

The CITY and the DISTRICT agree that all local public safety and law enforcement agencies listed on Exhibit A and which are located within the territory of the DISTRICT shall have access to the P25 Digital Radio system and be allowed to connect to it using portable, mobile, console, and similar types of radio devices which are approved by the CITY at no charge to the local agency. Such approval shall not be unreasonably withheld.

The CITY and the DISTRICT agree that the CITY shall not be responsible for the purchase, maintenance, repair, and other care of any portable, mobile, console, and similar radio equipment which will be used under this AGREEMENT.

The current numbers of radios used by the entities is listed in Exhibit "A" Any change in the number of radios identified in Exhibit A must be agreed to in writing and Exhibit A shall be updated to reflect the change.

EL PASO COUNTY VHF FREQUENCIES

The DISTRICT agrees and acknowledges that while the CITY owns the Digital VHF and 800 system core, the CITY does not manage subscribership to the El Paso County VHF frequencies or VHF infrastructure. Each entity listed in Exhibit A is responsible for obtaining approval from the County of El Paso for access and utilization of the VHF system, channels, and talk groups. The CITY will not add VHF radios without El Paso County's approval .

RESPONSIBILITIES OF THE CITY

The CITY shall supply the DISTRICT with a contact person for the coordination of this AGREEMENT.

The CITY shall create at least one separate talk group for each of the agencies covered by this AGREEMENT if requested to do so.

Templates installed on any P25 Digital Radio System equipment shall be mutually agreed upon between the CITY, the DISTRICT, and the agency and provided in a timely manner.

The CITY shall coordinate all additions, deletions, modifications, or suspensions of equipment through the DISTRICT.

The CITY shall add, delete, modify or suspend equipment for any agency within five business days of being notified by the DISTRICT

The CITY shall provide the technical assistance required to add, delete, modify, or suspend the local agency equipment to the P25 Digital Radio system.

When requested, the CITY shall inform the DISTRICT as to which agencies and what equipment is attached to the P25 Digital Radio system under this AGREEMENT.

The CITY shall ensure that the agencies and entities authorized to access and use the P25 Digital Radio System can continue to be connected for the term of this AGREEMENT.

The CITY shall inform the DISTRICT of any information of mutual interest about the P25 Digital Radio System without delay.

RESPONSIBILITIES OF THE DISTRICT

The DISTRICT shall supply the CITY with a contact person for the coordination of this AGREEMENT.

The DISTRICT shall provide coordination assistance to add, delete, modify, or suspend local agency equipment to the P25 Digital Radio system. This information shall be provided to the CITY with no undue delay.

The DISTRICT shall inform the CITY as to what equipment is authorized through this AGREEMENT to be attached to the P25 Digital Radio system under this AGREEMENT.

The DISTRICT shall inform the CITY of any information of mutual interest about the P25 Digital Radio System without delay.

CONSIDERATION AND METHOD OF PAYMENT

The 911 District shall remit to the City an amount not to exceed \$300,000.00 per year.

The CITY shall invoice the District yearly beginning on the commencement date of this AGREEMENT and thereafter on each anniversary of that date. The 911 District shall remit payment to the CITY within 30 days upon receiving an invoice.

Pursuant to Section 791.001(d) (3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.

INITIAL TERM AND RENEWAL

This AGREEMENT shall become effective January __, 2015 or on the date of its approval by El Paso City Council, whichever is later, and shall be in effect until January __, 2025 unless terminated by either party.

TERMINATION

Either party may terminate this AGREEMENT upon 365 days written notice of its intention to do so as described herein to the other entity by certified mail, return receipt requested at the following addresses:

To the City of El Paso:

City of El Paso
Office of the City Manager
P.O. Box 1890
El Paso, TX 79950-1890

To the El Paso County 911 District:

El Paso County 911 District
District Director
200 N. Kansas
El Paso, Texas 79901

Changes may be made to the above addresses through timely written notice provided to the other party.

GOVERNMENTAL IMMUNITY

Sovereign Immunity. The City and the 911 District reserve, and do not waive, their respective rights of sovereign immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. The parties expressly agree that neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

RISK ALLOCATION – LIMITATION OF LIABILITY

- A. Liability. This Agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party by law.
- B. Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, neither party shall be liable to the other party (nor to any person claiming rights derived from such party's rights) for incidental, consequential, special, punitive, or exemplary damages of any kind - including lost profits, loss of business, and further including, mental anguish, emotional distress and attorney's fees- as a result of breach of any term of this Agreement, regardless of whether the party was advised, had other reason to know, or in fact knew of the possibility thereof, except as expressly provided herein. Neither party hereto shall be liable to the other party or any third party by reason of any inaccuracy, incompleteness, or obsolescence of any information provided or maintained by the other party regardless of whether the party receiving said information from the other party was advised, had other reason to know, or in fact knew thereof.
- C. Intentional Risk Allocation. The City and the 911 District each acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions

associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.

- D. No Indemnification. The City and the 911 District expressly agree that, except as provided herein, neither Party shall have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.
- E. Fines and Penalties. Each party shall be solely responsible for fiscal penalties, fines or any other sanctions occasioned as a result of a finding that violations of any applicable local, state or federal regulations, codes or laws occurred as a result of that parties actions, except as may be specifically provided by law.

GENERAL PROVISIONS

- A. Compliance with Laws. In the performance of their obligations under this Agreement, the parties shall comply with all applicable federal, state or local laws, ordinances and regulations.
- B. Governing Law. For purposes of determining the law governing the same, this Agreement is entered into in the City and 911 District of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso 911 District, Texas.
- C. Privileges and Immunities. All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City and the 911 District when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.
- D. Current Revenues. Pursuant to Section 791.001(d) (3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.
- E. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this agreement shall in no way affect the right of such party to require performance of that provision. Any waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.
- F. Amendment; Assignability. This Agreement and the obligations hereunder shall not be amended, assigned, transferred or encumbered, in any manner without the written consent of the other party.

G. Severability. All agreements and covenants contained in this Agreement are severable. Should any term or provision of this Agreement be declared illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected; and in lieu of each provision which to be illegal, invalid or unenforceable, there will be added as part of this Agreement, a provision which preserves the intention of the unenforceable provision, but which complies with the law.

H. Section Headings. The paragraph or section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.

I. Representation of Counsel; Mutual Negotiation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties named hereinabove as of the date, month and year first written above.

(Signatures follow on next page)

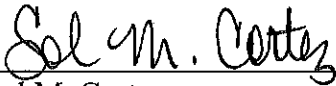
CITY OF EL PASO

Oscar Leaser,
Mayor

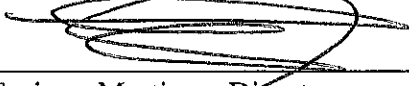
ATTEST:

Richarda Duffy Momsen
City Clerk

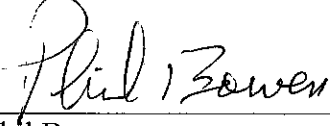
APPROVED AS TO FORM:


Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:


Enrique Martinez, Director
Department of Information Technology

APPROVED AS TO FORM:


Phil Bowen
Attorney for the District

EL PASO COUNTY 911 DISTRICT

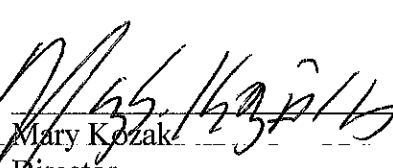

Mary Kozak
Director

Exhibit A

	Portables VHF/800	Mobiles VHF/800	Consoles VHF/800
El Paso County 911 District	4/4		
Anthony Police Department	24/0	19/0	2/2
Clint Police Department	10/0	4/0	0/0
Socorro Police Department	33/0	30/0	3/3
Horizon Police Department	20/0	19/0	2/2
Vinton Police Department	8/0	3/0	0/0
San Elizario Police Department	8/0	3/0	0/0
Emergency Services District #1	0/50	0/18	0/0
Emergency Services District #2	220/10	123/0	0/0