

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

DEPARTMENT: FIRE

AGENDA DATE: January 10, 2012

CONTACT PERSON/PHONE: Otto Drozd III, Fire Chief, El Paso Fire Department 485-5605

DISTRICT(S) AFFECTED: ALL

SUBJECT:

The item submitted for Council's approval is an Inter-local Agreement between the City of El Paso Texas and the El Paso County 911 District for the use of the facilities located at 200 N Kansas El Paso, Texas 79901. This agreement will provide a mutual benefit to both governmental entities and therefore there is no cost associated with the approval of said agreement.

BACKGROUND / DISCUSSION:

The attached Inter-local agreement outlines the specific mutual benefits that will be derived by each governmental organization in providing for the delivery of 9-1-1 and 3-1-1 services to the residents of both entities. Some of the benefits include but are not limited to, the location of City Employees at the District's facility, assistance with the implementation of the 3-1-1 system, continued support of public safety computer systems/networks, and the continue use of the facility for the Office of Emergency Management as well as the Emergency Operations Center.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____

~~_____~~
Otto Drozd, Fire Chief

APPROVED FOR AGENDA: _____

CITY MANAGER: _____

DATE: _____

RESOLUTION

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

That the City Manager be authorized to sign an Interlocal Governmental Agreement between the City of El Paso and the El Paso County 911 District relating to the City's use of the District's facilities for the City's police and fire communications, emergency operations functions and other related operations.

Dated this 10th day of January 2012.

CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Elaine S. Hengen
Senior Assistant City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO) **INTERLOCAL AGREEMENT**

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

WITNESSETH:

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 use of each entity's facilities 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, 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 desire to have the DISTRICT's Facility made available for all of the purposes set forth herein in the interests of efficiency for both entities; 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 located CITY employees and will be locating additional CITY employees and/or persons employed by a CITY contractor 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 telephonic services to the public within the City and County of El Paso; and

WHEREAS, the CITY has requested assistance from the DISTRICT to implement a 3-1-1 system and the DISTRICT agrees there is benefit to 9-1-1 through having a 3-1-1 system to reduce congestion on 9-1-1,

WHEREAS, the CITY and the DISTRICT both provide for the operation of the CITY'S public

safety mobile computer system and other public safety computer network systems, and addressing the DISTRICT's use of CITY-owned fiber optic cable which is already installed in the Facility is in the best interests of both entities,; and

WHEREAS, the DISTRICT has requested assistance from the CITY in maintaining the DISTRICT's building at 200 N. Kansas, El Paso, Texas 79901, and in providing certain Facility maintenance services and security systems, as the CITY can more efficiently provide these services.

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

1.0 CONTRACTUAL RELATIONSHIP.

1.1 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.

1.2 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.

2.0 SCOPE OF SERVICES.

2.1 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.

2.2 Responsibilities of the DISTRICT:

2.2.1 The DISTRICT shall allow the CITY to utilize portions of the Facility as the DISTRICT shall designate for 9-1-1 and 3-1-1 call taking and dispatching functions ("call center"). The space is not subject to assignment to any third party by the CITY, and control of the space remains with the DISTRICT. The portions of the Facility used for 9-1-1 and 3-1-1 may be modified and/ or relocated as hereafter determined by the DISTRICT to optimally provide for efficient use of the Facility by all present and future occupants as provided herein. Any equipment initially or thereafter brought into the Facility, and its installation, is subject to the prior written approval of the DISTRICT, which shall not be unreasonably withheld. The CITY remains responsible for maintaining its equipment.

2.2.2 The DISTRICT shall allow the CITY to utilize the portions of the Facility shown on Exhibit A and labeled CITY for the purpose of administering the operations of the call center. The space is not subject to assignment to any third party by the CITY, and control of the space shall revert to the DISTRICT when the CITY ceases to occupy any portion thereof. The portions shown on Exhibit A may be modified and or relocated as hereafter determined by the DISTRICT to optimally provide for efficient use of the Facility by all present and future occupants. Any equipment initially or thereafter brought into the Facility, and its installation, is subject to the prior written approval of the DISTRICT, which shall not be unreasonably withheld. The City remains responsible for maintaining its equipment.

2.2.3 The DISTRICT shall allow the OFFICE OF EMERGENCY MANAGEMENT, which is hosted by the CITY, to utilize the portions of the Facility shown on Exhibit A and labeled OEM. The space is not subject to assignment to any third party by the CITY or the OFFICE OF EMERGENCY MANAGEMENT, and control of the space shall revert to the DISTRICT when the CITY or the OFFICE OF EMERGENCY MANAGEMENT ceases to occupy any portion thereof. The portions shown on Exhibit A may be modified and/ or relocated as hereafter determined by the DISTRICT to optimally provide for efficient use of the Facility by all present and future occupants. Any equipment initially or thereafter brought into the Facility, and its installation, is subject to the prior written approval of the DISTRICT, which shall not be unreasonably withheld. The OFFICE OF EMERGENCY MANAGEMENT remains responsible for maintaining its equipment.

2.2.4 Prior to making any modifications and/or relocations relating to the space or use of the portions of the Facility utilized by the CITY as authorized under this section, the District shall give notice to the City Manager or designee. The Director and the City manager or designee shall meet and consult on the appropriateness of any proposed changes, and no changes adverse to the CITY or that materially affect the CITY's operations and use of the facilities will be implemented without approval. For the purposes of this agreement, "materially" is defined as concrete or substantial physical changes that directly impact operations. Within thirty days of the making of approved modifications and/or relocations, the DISTRICT shall create a revised Exhibit A to show the space allocation and CITY usage, which shall be provided to the CITY Manager.

2.2.5 The DISTRICT may allow those CITY employees who are employed at the Facility on a full-time basis parking privileges at the Facility that is utilized by the DISTRICT employees. The DISTRICT may require CITY employees to sign parking agreements in order for such employees to receive parking privileges. Such privileges may be revoked at any time at the complete discretion of the District, or if the DISTRICT determines that rules and procedures regarding parking are not being followed. In the event that the numbers of parking space in the Facility utilized by the DISTRICT is insufficient, call center line employees will first receive what space is available, with any residual spaces allocated as the DISTRICT directs. The DISTRICT assumes no liability for damage or theft from vehicles using the parking available to the Facility.

2.2.6 The DISTRICT shall pay for all electric, water, sewer, and gas utilities provided at the Facility, and all telephone costs except as provided in paragraph 2.3.2 and 2.3.3. This includes the monthly connection charges as well as the charges for initiating the 3-1-1 service.

2.2.7 The DISTRICT shall set rules and policies for the purposes of building security, safety, and cleanliness and provide them in writing to the CITY. Formulation or changes of such rules and policies shall be accomplished through consultation between the DISTRICT and entities occupying space in the center.

2.3 Responsibilities of the CITY:

2.3.1 The CITY agrees to provide minor maintenance services and systems testing services to the Facility as shown on Exhibit B at no charge to the DISTRICT. Such services shall not be provided by persons or entities objectionable to the DISTRICT and shall be to the same standard as is provided to CITY facilities.

2.3.2 The CITY shall pay all long-distance telephone charges for its employees not directly engaged in the functions of the call center.

2.3.3 The CITY shall pay all per call charges imposed by the telephone company providing service for calls to the 3-1-1 telephone number.

2.3.4 The CITY shall provide any replacement or additional equipment and phone lines for the 3-1-1 function, and shall be responsible for their maintenance. At the request of the CITY, the DISTRICT shall assist the CITY in determining what equipment and numbers of phone lines are required.

2.3.5 The CITY shall pay all charges related to services it orders for its employees, such as, but not limited to, Cable Television, Internet services, etc.

2.3.6 The CITY shall abide by rules and policies which are from time to time set by the DISTRICT and shall require any employee or contractor whose employees work at the Facility to abide by these rules and policies. The CITY shall communicate the DISTRICT's rules and policies to the affected CITY employees and to any contractor whose employees work at the Facility and require that contractor to provide them to its employees.

3.0 CONSIDERATION AND METHOD OF PAYMENT

3.1 The parties hereby find that each party has a role in the provision of facilities, equipment and personnel necessary for the establishment and operation of a public safety answering point (PSAP), and that the collaboration of the parties and the facilities, equipment, and/or the

services that each provides for successful operations constitutes good and adequate consideration under this Agreement.

3.2 The parties agree that the CITY shall occupy the space assigned to the CITY on a rent-free basis and the CITY shall provide maintenance services and systems testing services as shown on Exhibit B at no charge to the DISTRICT.

3.3 The parties agree that the OFFICE OF EMERGENCY MANAGEMENT, which is hosted by the CITY, shall occupy the space assigned to the OFFICE OF EMERGENCY MANAGEMENT on a rent-free basis and the CITY shall provide maintenance services and systems testing services as shown on Exhibit B at no charge to the DISTRICT.

3.4 The CITY and the DISTRICT agree to enter into such leases and subleases as are necessary and legally appropriate for the purpose of enabling the DISTRICT to use fiber optic cable for some of its communications that will benefit both parties in the provision of emergency communications services to the public, as follows:

1. A lease of one pair of fiber optic cable to the DISTRICT of fiber optic cable that was installed in the DISTRICT's facility during the CITY's Project P091T001, FIBER OPTIC BUILD OUT PHASE 3, which connects the DISTRICTS's Facility to City Hall at #2 Civic Center Plaza ("City Hall").
2. A lease of one pair of fiber optic cable of the fiber optic cable that is owned by the CITY that lies between the DISTRICT's Facility and Police Headquarters at 911 N. Raynor St. ("Police Headquarters").
3. As may be allowed by such lease or leases between the CITY and TransTelco, or other provider, a sublease of the fiber optic cable that is leased by the CITY that lies between the DISTRICT's Facility and Police Headquarters. Such sublease shall be negotiated and completed after such time as the CITY completes its on-going negotiations with TransTelco or other provider regarding the company's fiber optic cables in El Paso. The CITY agrees that during such negotiations with TransTelco or other provider, the CITY will undertake reasonable efforts to include provisions in such lease or leases that will allow the CITY to sublease the fiber optic cable to the DISTRICT as contemplated herein.

The Parties stipulate that the consideration provided by the DISTRICT in this Agreement is greater than the consideration provided by the CITY, and the value of such excess consideration will be applied to the consideration for such leases and subleases, as well as other non-monetary consideration recognizing that the reciprocal availability of each entity's IT resource and the provision of connectivity serves governmental purposes. The CITY and the DISTRICT agree that the leases and subleases for fiber optic cable as provided herein will be based only upon the non-monetary consideration and the DISTRICT will not be obligated to pay cash to the CITY for such leases and subleases so long as this Interlocal Agreement is in effect.

3.5 The CITY and the DISTRICT agree that space within Police Headquarters shall continue to be utilized as an emergency backup Facility for the DISTRICT on the same terms and conditions now extant until a new backup Facility may be established. In the event that one or both parties

wish to change the existing terms and conditions of the use of the space within Police Headquarters or to move the space to another CITY facility, the Director and the City Manager or designees, shall meet and consult on the appropriateness of any proposed changes, and changes may be implemented as are jointly agreed to in writing by the CITY Manager and the DISTRICT. All persons entering Police Headquarters to work in the back up Facility shall not be objectionable to the Police Chief and shall display their employment identification card issued by the CITY or by the DISTRICT at all times they are inside Police Headquarters

4.0 TERM AND TERMINATION.

4.1 Effective Date. This Agreement shall become effective on the date of execution of the last signatory to the Agreement and shall terminate on August 31, 2012, unless extended from year to year thereafter beginning September 1, 2012 Agreement shall be automatically extended unless written notice of termination is given by either party in accordance with the provisions of paragraph 4.2.

4.2 Termination. Either party may terminate this Agreement, effective as of the conclusion of the initial term or as of the conclusion of any year-to-year extension of the term, by providing written notice to the other party not less than one-hundred twenty (120) calendar days prior to the end of the initial term or any subsequent anniversary of such date.

4.3 Termination - Cause. The parties further agree that either party may terminate this Agreement in whole for cause as set forth herein. Such termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted (a) written notice of intent to terminate enumerating the failures for which the termination is being sought; (b) a minimum of 120 calendar days to cure such failures; and (c) an opportunity for consultation with the terminating party prior to such termination.

4.4 Termination Shall Not Be Construed as Release. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the other party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

4.5 Effect of Termination. Except as otherwise provided herein, all duties, obligations or undertakings as are set forth herein of the CITY and the DISTRICT shall cease upon termination or expiration of this Agreement; provided however, that the termination of this Agreement shall not preclude the parties from working together without a formal agreement in a similar fashion as the parties have historically done for the continued operation of the Enhanced 9-1-1 telephone lines and system.

5.0 RIGHT OF ENTRY.

5.1 The DISTRICT herein grants a right of entry to the CITY, to include its employees, designated agents, and contractors, into the DISTRICT's facilities for the purpose of staffing, administering or maintaining 911 and 311 operations, and the operations of the Office of Emergency Management. The CITY is not granted right of entry into the DISTRICT's administrative offices, equipment, or storage rooms. The DISTRICT shall establish rules, policies and protocols for occupancy and entry into the Facility, so as to protect and safeguard the facilities. Disagreements about rules, policies, and protocols that pertain to the operation of the DISTRICT's facility or equipment may be settled through discussion between the DISTRICT Director and the CITY Manager or their designees.

5.2 The CITY herein grants a right of entry to the DISTRICT, to include its employees, designated agents, and contractors, into Police Headquarters, for the purpose of operating and maintaining the backup Facility and its peripheral equipment. The DISTRICT is not granted right of entry into the CITY'S administrative offices, equipment, or storage rooms except as they apply to maintaining the backup facility and its peripheral equipment. Disagreements about rules, policies, and protocols that pertain to the operation of the CITY's facility or equipment may be settled through discussion between the DISTRICT Director and the CITY Manager or their designees.

5.3 The DISTRICT reserve the right of entry into all and any portion of the Facility to address maintenance, security, health, and safety concerns as determined by the DISTRICT.

6.0 GOVERNMENTAL FUNCTION AND IMMUNITY

6.1 Governmental Function. The parties expressly agree that, in all things relating to this Agreement, the parties enter into this Agreement for the purpose of performing governmental functions as defined by the Texas Tort Claims Act. 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. No provision of this Agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable.

6.2 Sovereign Immunity. The CITY and the 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. 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.

7.0 RISK ALLOCATION – LIMITATION OF LIABILITY

7.1 Liability. This Agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party by law. 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 party's actions.

7.1.1 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 and emotional distress - 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.

7.1.2 Intentional Risk Allocation. The CITY and the 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.

7.1.3 No Indemnification. The Parties 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.

8.0 GENERAL PROVISIONS

8.1 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.

8.2 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter and/or any ordinance of the CITY.

8.3 Venue. The parties hereto agree that this Agreement shall be enforceable in El Paso,

Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in El Paso County, Texas. Should the need for dispute resolution arise, venue is in the El Paso County, Texas.

8.4 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.

8.5 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.

8.6 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.

8.7 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 is held 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.

8.8 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.

8.9 Notices. Any notice, demand, request, consent or approval that either party may or is required to provide to the other, shall be in writing and either personally delivered or sent via United States Postal Service certified mail return receipt requested, addressed to the other party at the following address(es) provided below:

CITY: City of El Paso
Attention: Office of the City Manager
Two Civic Center Plaza, 10th Floor
El Paso, Texas 79901-1196

DISTRICT: El Paso County 911 District
Attention: Director
200 N. Kansas St.
El Paso, Texas 79901

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

8.10 Execution and Counterparts. This Agreement may be executed in any number of counterparts; each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement and no party shall be required to produce an original or all of such counterparts when making such proof.

8.11 Complete Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and this Agreement, together with any Attachment(s) attached hereto, constitutes the entire agreement between the parties relating to the terms and conditions of the Agreement. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto. This Agreement shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Agreement.

In the event that it is necessary during the term of this agreement to revise any of the exhibits regarding the space utilized within the DISTRICT's Facility; to formalize the use of space within Police Headquarters between the parties by creating an exhibit showing the space utilization; to revise the list of minor maintenance services and systems testing services provided by the CITY; or to further clarify the responsibilities of the parties with regard to the use of the Facility and the utilities and equipment therein or parking; the CITY Manager and the DISTRICT Director shall be authorized to negotiate and approve such revisions and amendments. All such revisions and amendments shall be reduced to writing and filed with the originals of this agreement as held by each party.

8.12 Warranty of Capacity to Execute Agreement. The person signing this Agreement on behalf of each party warrants that he/she has the authority to do so and to bind each party to this Agreement and all the terms and conditions contained herein.

(Signatures follow on next page)

SIGNATURE PAGE

Executed this _____ day of January, 2012:

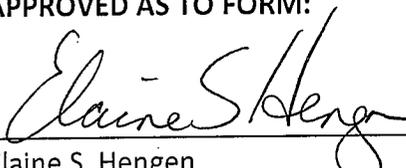
CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

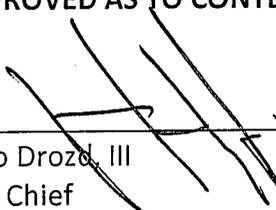
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Elaine S. Hengen
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Otto Drozd, III
Fire Chief

Executed this _____ day of January, 2012:

APPROVED AS TO FORM

Phil Bowen
Attorney for El Paso County 911 District

EL PASO COUNTY 911 DISTRICT

Mary Kozak
Director

Exhibit A - Basement Floor

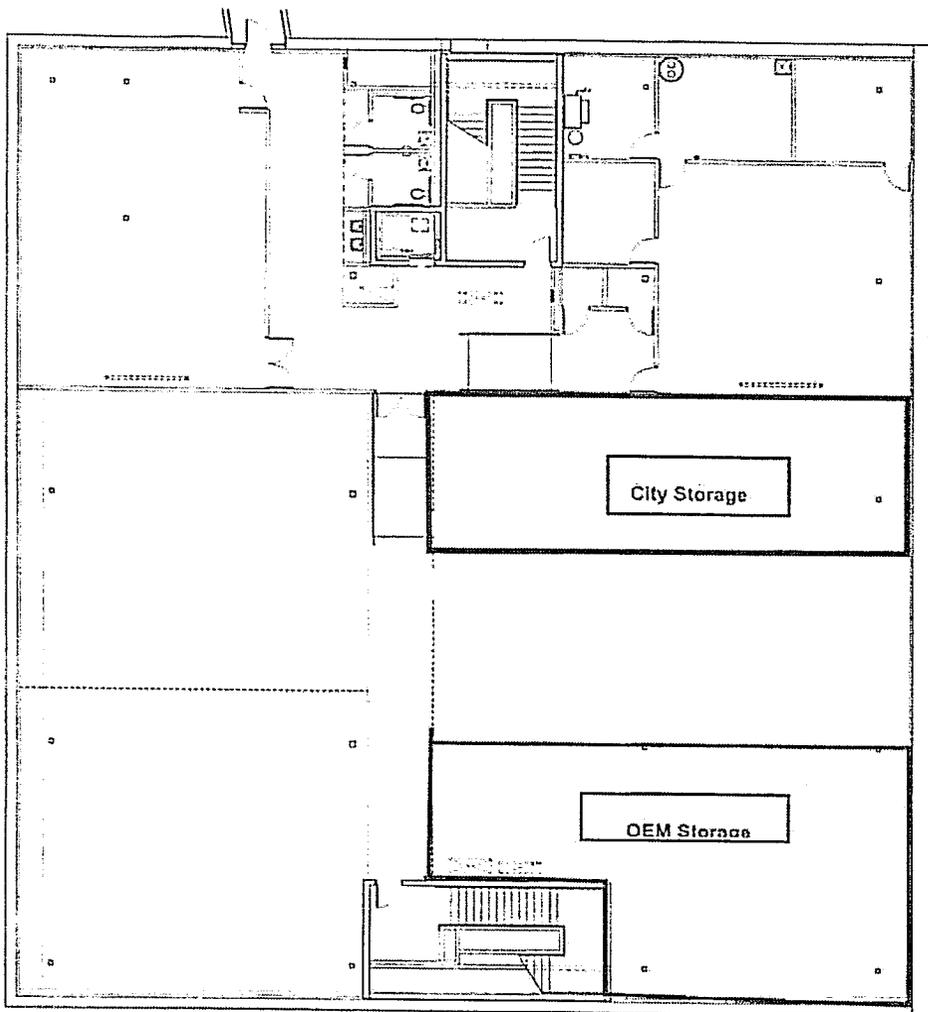


Exhibit A - First Floor

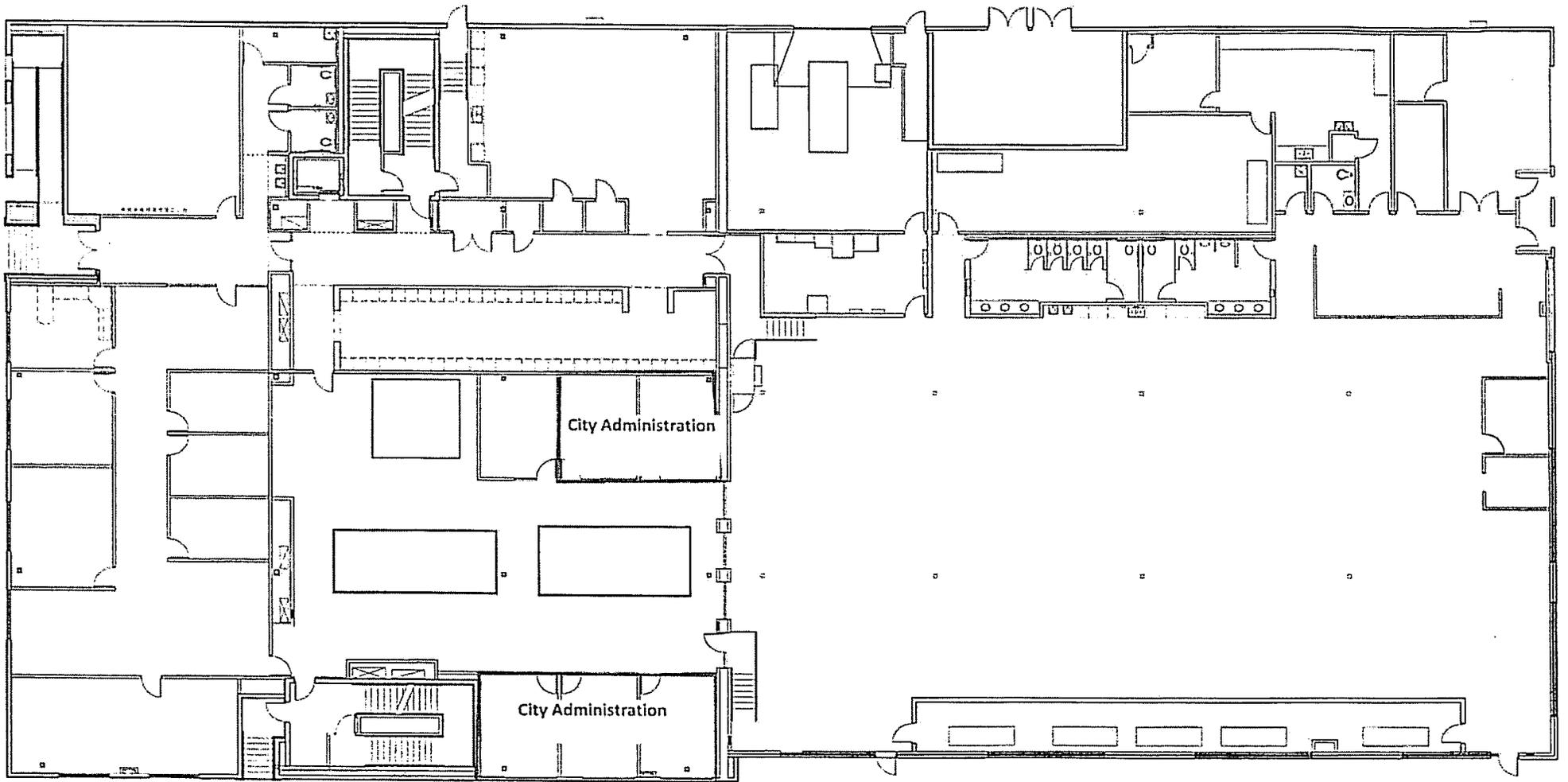
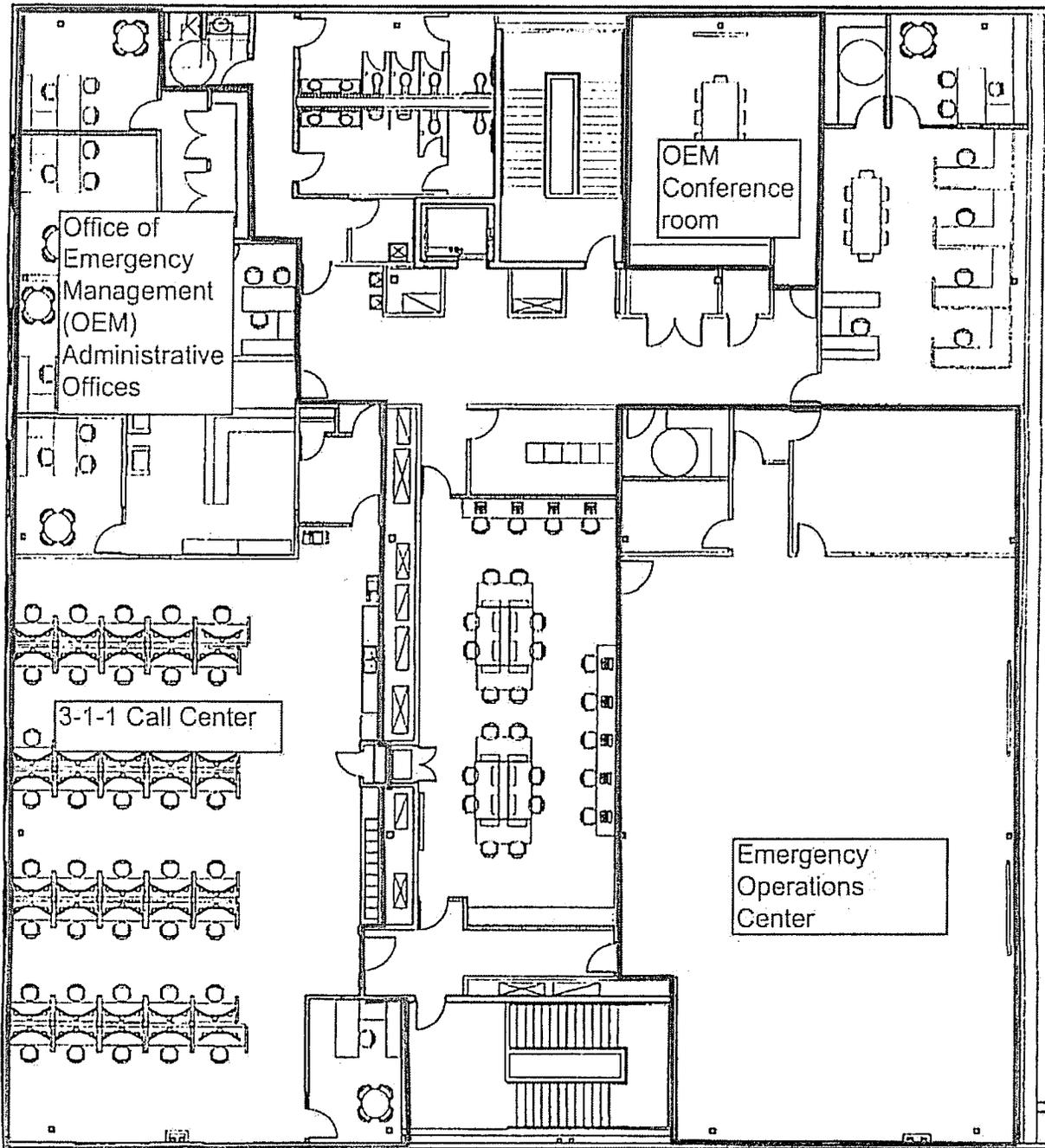


Exhibit A - Second Floor



City assigned areas outlined in Red.

Level 3 - Contains the 3-1-1 Call Center, the Office of Emergency Management Administrative Offices and Conference Room, and the Emergency Operations Center.

Exhibit B – Requested Maintenance Services

Service	Comments
Annual Inspection -Fire Sprinkler	Yearly
Annual Inspection- Fire Panel	Yearly
Annual Inspection - Backflow preventers	Yearly
Annual Inspection -Fire Extinguishers	Yearly
Bi-Annual UPS Inspections	As requested
Emergency Elevator Service	As requested
Emergency Electrical and Plumbing repair	As requested
Emergency repairs on walls, doors, locks, etc.	As requested
Emergency Janitorial assistance and supplies	As requested
Garbage and recyclable collections	Twice weekly
PMs for HVAC Equipment	Quarterly
PMs for condenser and evaporation equipment	Twice Yearly
PMs for Exhaust Fans	As requested
PMs for roof	Twice Yearly
PMs for Elevators	Monthly
PMs for Generator, minor inspections	Monthly
PMs for Generator, major service	Yearly as per City Schedule
PMs for sump pump	As requested
Monthly Pest Control	Monthly
Service- Move large furniture within the building	As requested
Service- Fill Generator fuel tank and inspect	As requested
Service - Hang pictures, bulletin boards, etc weighing less than 100lbs	As requested- District will provide supplies
Service – Emergency interventions on Building Issues	As requested