

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

DEPARTMENT: POLICE
AGENDA DATE: December 13, 2005
CONTACT PERSON/PHONE: ASSISTANT CHIEF PAUL CROSS / 564-7310
DISTRICT(S) AFFECTED: ALL

SUBJECT:

The department requests that Council authorize the renewal/extension of an Inter-local Government Agreement with the El Paso County 911 District for the operation of the remote central electronics bank for the purpose of continued interoperability of radio functions between the City of El Paso Public Safety Departments and the El Paso County Sheriff's Office. The connection provides for the interoperation of the respective public safety radio systems.

BACKGROUND / DISCUSSION:

The Police Department supports this agreement since it improves communication between critical public safety personnel, such as police, fire, fire-medical, and the Sheriff's Office. The agreement existed previously and is subject to annual renewal through the consent of the parties.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

This MOU was previously approved on 12-2-2002.

AMOUNT AND SOURCE OF FUNDING:

All expenses are paid for by the El Paso County 911 District and there is no cost to the City of El Paso.

BOARD / COMMISSION ACTION:

N/A

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

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

DEPARTMENT HEAD: _____
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

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

THAT the Mayor be authorized to sign an Interlocal Governmental Agreement by and between the City of El Paso, the El Paso County 911 District, a political subdivision of the State of Texas, and the County of El Paso, a political subdivision of the State of Texas, to allow for sharing of the City's 800 MHz conventional radio system which is designed for delivery of voice radio communications, and which provides for a data link for Emergency Service Agencies and personnel to local, state, and national databases.

ADOPTED this 13th day of December, 2005.

CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda D. Momsen
City Clerk

APPROVED AS TO FORM

Ernesto Rodriguez
Assistant City Attorney

APPROVED AS TO CONTENT

Tony Montoya, Director
Information Technology Department

STATE OF TEXAS)
)
CITY OF EL PASO)

Interlocal Governmental Agreement

This Agreement is entered into by and between the City of El Paso, Texas, a political subdivision of the State of Texas, hereinafter called the “City”, the El Paso County 911 District, a political subdivision of the State of Texas, hereinafter called the “District”, and the County of El Paso, Texas, a political subdivision of the State of Texas, hereinafter called the “County” pursuant to the Interlocal Cooperation Act, Art. 791.001, et seq., Texas Local Government Code.

WITNESSETH

WHEREAS, the City operates an 800 MHz conventional radio system which is designed for delivery of voice radio communications; and which provides a voice link for Emergency Service Agencies and personnel to local, state and national databases which enhance the abilities of those agencies and the level of service provided to the community; and

WHEREAS, by continuing to permit other area public safety/emergency service agencies via enhancements to the shared system which provides voice radio communications, the services provided to the community will be further enhanced; and

WHEREAS, the enhancement of the shared system will provide a significant enhancement to the level of voice interoperability between the agencies charged with providing emergency services to the citizens of the community; and

WHEREAS, the enhanced dispatch operation will not effect the capacity of the system and will permit the sharing sought by this Agreement without degradation of service; and

WHEREAS, the City and County each agree to accept the responsibility to adhere to all pertinent federal, state and local laws or regulations; and

WHEREAS, the City, the District, and County agree that it is in the best interest of the citizens of the City of El Paso, the El Paso County 911 District, and El Paso County to enter into this Interlocal Governmental Agreement.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. ARTICLE I – PURPOSE The purpose of this Agreement is to allow the County to operate a remote Central Electronics Bank to be located at the Sheriff’s Office Dispatch Center which has been purchased by the District and is used on the City system to improve and enhance service to the citizens of the El Paso County and to enhance the existing voice radio system between the City and the County.

2. ARTICLE II – TERM The term of this Agreement shall commence on January 1, 2006, and shall end on December 31, 2008, and shall automatically renew on a year to year basis unless terminated in writing by any party with at least thirty (30) days advance written notice.
3. ARTICLE III – ALLOCATION OF FUNDS The City, County, and District agree that Motorola maintenance fees on the aforementioned equipment shall be the sole responsibility of the District to be funded through the District's budget or other funding sources as may become available to the District. The District additionally agrees to pay to Motorola maintenance fees at the beginning of each calendar year for which the fees will be incurred. The City shall be responsible for maintaining the infrastructure to include any scheduled maintenance and upgrades for the voice radio communications system.
4. ARTICLE IV – OPERATIONAL TRAINING If requested by the County, the City shall train the El Paso County Sheriff's Department Dispatchers. The equipment shall be of the type and quality consistent with the system with all considerations to proprietary formats, which may require a sole source purchase of equipment to ensure compatibility and functionality. If requested by the County, the City shall train the El Paso County 911 District Dispatchers. If training is requested, the County will pay the City \$500.00 per class with a maximum number of 25 students per class for a total of no more than 4 classes. The County shall operate the equipment consistent with its intended purpose and in compliance with applicable local, state and federal laws or regulations.
5. ARTICLE V – OWNERSHIP OF EQUIPMENT Throughout the term of this agreement and upon termination of the Agreement, ownership of equipment, hardware and other non-expendable items shall be retained by the District.
6. ARTICLE VI – LEGAL RELATIONSHIP Nothing contained herein shall be construed as creating the relationship of employer and employee or principal and agency between the City, the District, and the County. Each party is responsible for their own acts and deeds and for those of their agents, employees, and contractors during the performance of any work or services to the extent provided by law.
7. ARTICLE VII – AMENDMENTS This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
8. ARTICLE VIII – LEGAL CONSTRUCTIONS In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9. ARTICLE IX – ENTIRE AGREEMENT This Agreement supercedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

EXECUTED this 13th day of December, 2005.

CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM

Ernesto Rodriguez
Assistant City Attorney

APPROVED AS TO CONTENT

Tony Montoya, Director
Information Technology Department

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

COUNTY OF EL PASO

Dolores Briones
County Judge

ATTEST:

County Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
Name (print): _____
Title: _____

By: _____
Name (print): _____
Title: _____

EL PASO COUNTY
911 DISTRICT

By: _____
Name (print): _____
Title: _____

ATTEST:

By: _____
Name (print): _____
Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
Name (print): _____
Title: _____

By: _____
Name (print): _____
Title: _____