

INTERLOCAL AGREEMENT

This Inter-local Agreement between the City of Odessa and the Ector County Independent School District (“ECISD”) Regarding Radio Communications (“Agreement”) is entered into as of the “Effective Date” (as hereinafter defined) by and between the City of Odessa, a Texas home-rule municipality (“Odessa” or “City”), and ECISD, a school district and political subdivision of the State of Texas, on the terms and conditions set forth herein. Odessa and ECISD are sometimes referred to collectively as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code of the State of Texas Code authorizes this Agreement between the City of Odessa and ECISD; and

WHEREAS, ECISD is independently authorized to perform the functions or services contemplated by the Agreement; and

WHEREAS, providing ECISD access to the City’s radio system will benefit both the City and ECISD by providing better coordination and communication; and

WHEREAS, the City owns and operates a community wide, public safety radio system based upon the Motorola P25 800 MHZ Simulcast Trunked Land Mobile Radio System (“800 SRS”); and

WHEREAS, providing ECISD access to the radio system will also enhance the ability of the parties to work in a cooperative manner to respond to, investigate and take action to enforce laws and protect the citizens of Odessa; and

WHEREAS, the ability to communicate between first responding agencies and said interoperability is now considered a cornerstone of successful critical incident management and is required by National Incident Management System procedures to facilitate unified command, control and communications; and

WHEREAS, ECISD desires to connect and operate certain radio system equipment owned by ECISD to the City P25 SRS System; and

WHEREAS, the Agreement is approved by the governing bodies of the participating governmental entities; and

WHEREAS, the Agreement states the purpose, terms, rights, and duties of the contracting parties; and

WHEREAS, the consideration is an amount that fairly compensates the performing party for the services performed:

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits in this Agreement, including the above recitals, the City and ECISD hereby agree as follows:

I. SPECIAL PROVISIONS

1.1 **Services:** City authorizes ECISD, for public safety/ health purposes only; to interface its public safety radios with the Motorola 800 MHz M2 Core Simulcast Land Mobile ("800 SRS") radio system of the City of Odessa. This service does not include use of City of Odessa dispatch services for routine dispatching or call taking services.

1.2 **Connections:** The number of radio system connections authorized under this Agreement is limited as provided for in Exhibit "A"; and may not be changed except by the written consent of City. Any programming of individual radios, dispatch consoles or other radio system equipment is the responsibility of the respective party owning the equipment. Only radio equipment utilized for public safety and listed in Exhibit "B" will be connected to the City's 800 SRS radio system.

1.3 **Consideration:** ECISD shall be responsible for compensating the City on an annual basis for six (6) years for the cost of radio equipment connections per Exhibit "C". After the initial six (6) year period, the City will evaluate this agreement for any modifications that may need to be made. ECISD will be billed annually for each radio or other connection to the City's 800 SRS radio system. Individual party requests by ECISD for City Information Technology ("IT") support and consultation outside of normal and customary maintenance and support and services in this Agreement will be billed according to the following schedule immediately after service is performed:

City of Odessa IT Support \$60.00/ per hour

1.4 **Funds:** Funds generated will be placed into the City Information Technology service fund account for the purpose of system support and maintenance of the 800 SRS system.

1.5 **Compliance:** The Party requesting to interface/connect to the City's 800 SRS system shall maintain compliance with all applicable City, State and Federal Regulations, including but not limited to Criminal Justice Information Systems (CJIS) requirements.

1.6 **CJIS Audit and Compliance.** The City's CJIS Local Security Officer (LASO) shall perform periodic reviews of ECISD connections to assure compliance with the City's annual CJIS audit and/or provide a proof of successful compliance with the Texas Department of Public Safety.

1.7 **Equipment:** The respective parties shall each be responsible for all equipment necessary to gain access and/or connection to the radio system. All equipment being connected to the 800 SRS (Console, Mobile Radio, Portable Radio, etc.) shall utilize a ten (10) digit State of Texas allocated Radio ID Number. All equipment being connected to the 800 SRS shall be listed on Exhibit "B" which is attached to this Agreement.

1.8 Term: The initial term of this Agreement shall commence on the date of execution by each party, and shall continue from year to year for an initial term of six (6) years and shall thereafter renew annually for successive one (1) year periods until terminated as herein provided. Review of the Agreement shall be made in year five (5) of the initial Agreement and prior to each annual renewal thereafter.

1.9 Termination: This Agreement may be terminated by either party, with or without cause, at any time by providing sixty (60) days prior written notice to the other party. Any radio communications or radio system connections being used in a manner deemed inappropriate or unauthorized by the City may result in the radio system user or equipment being immediately disconnected and denied further access to the radio system.

1.10 System. The City and ECISD agree ECISD will connect to the City's P25 800 SRS System to participate in the communitywide, public safety radio system based on P25 Standards. The City and ECISD agree that all connections to the City's P25 SRS System will be designed and engineered by Motorola Solutions Inc. (Motorola) and installed by Motorola certified service providers.

1.11 Maintenance, Repair and Replacement of Equipment and Software. The City and ECISD shall each be responsible for maintaining their own respective equipment and bearing cost associated with same. As technology changes, the City and ECISD will continue to confer regarding the optimum equipment and software required in order to maintain the most effective public safety communication system. Any costs associated to update/upgrade their respective equipment and/or software will be paid for by each individual entity. The City and ECISD agree that all updates/upgrades to connections to the City's P25 SRS System will be designed and engineered by Motorola and installed by Motorola certified service providers.

GENERAL PROVISIONS

2.1 Venue: The obligations of the parties to this Agreement are performable in Ector County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Ector County, Texas.

2.2 Legal Construction: In case any one or more of the provisions contained in this Agreement shall for any reason 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 considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

2.3 Assignment: This Agreement cannot be assigned by either party without the prior written consent of the other.

2.4 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

2.5 Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

2.6 Non-Discriminatory Policy: Parties agree that as to all of the programs and activities arising out of this Agreement, they shall comply fully with all applicable Civil Rights Acts and specifically will not discriminate against any person on the basis of age, religion, race, color, national origin, sex or by reason of being disabled.

2.7 Entire Agreement: This Agreement embodies the complete Agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties.

2.8 Force Majeure: The parties shall not be required to perform any term, condition or covenant in this agreement if such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods and any other cause not reasonably within the control of such party except as herein provided and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome.

2.9 Independent Parties: In performing services under this Agreement, the relationship between the parties is that of being independent of one another, and the parties by the execution of this Agreement do not change that independent status. No term or provision of this Agreement or act of a party in the performance of this Agreement shall be construed as making that party or its employees the agents, servants, or employees of the other party or make the project a joint enterprise.

2.10 Liability: The liability of the parties, if any, shall be assumed by each party in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the parties under Texas law, and without waiving any defenses of the parties under Texas law. Except as otherwise provided by law, City makes no representation or warranty with regard to the services or equipment provided. In no event shall City be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special, or consequential damages, except as otherwise provided by law. This Agreement is subject to any and all applicable laws or regulations.

2.11 Effective Date: The effective date of this agreement is the later date that proper officials for City and ECISD authorize and sign the agreement.

2.12 Interlocal Agreement: This Agreement shall satisfy any requirements for an Interlocal Agreement and shall rescind and supersede any prior agreements of the parties that are in conflict. Both parties find that the services and consideration provided hereunder are of equal value and constitutes a fair exchange of consideration.

SIGNATURE PAGE TO FOLLOW

CITY OF ODESSA

By: _____
Michael Marrero, City Manager

Date: _____

ATTEST:

Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

Gary Landers, Interim City Attorney

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

By: _____
Jim Nelson, Interim Superintendent

Date: _____

EXHIBIT "A"

Public Safety Radio and Dispatch Console Connections
To
City of Odessa 800 MHZ M2 Core Simulcast Radio System

REQUEST TO ADD CONNECTIONS:

Date:

Agency: Ector County ISD Police Department

County: Ector County

Point of Contact: Chief Todd Hiner

POC Phone Number: 432-456-9999

POC Email Address: todd.hiner@ectorcountyisd.org

Number of Connections Needed: 64

Dispatch Consoles:

Consolettes:

Mobile Radios: 29

Portable Radios: 35

Other: (explain)

Requesting Agency Signature: _____ Date: _____

City of Odessa Approval: _____ Date: _____

EXHIBIT B

					Trunking
Agency Name	Resource Type	Resource Description	Model #	Serial #	Radio ID #
(UTPB, ECSO etc)	Console, Mobile Radio, Portable Radio, etc	MCC7500, APX 8500 etc			10 digit State ID number
City of Odessa	Mobile Radio	APX 8000	H91TGD0PW7AN	579CTT8351	1234554321
ECISD	Portable	APX 7000	H97TGD9W1AN	655CPZ2378	HINER
ECISD	Portable	APX 7000	H97TGD9W1AN	655CPZ2377	MCKOWN
ECISD	Portable	APX 7000	H97TGD9W1AN	655CPZ2376	JONES
ECISD	Portable	APX 7000	H97TGD9W1AN	655CPZ2375	DANIELS
ECISD	Portable	APX 7000	H97TGD9W1AN	655CPZ2374	SUP SPARE
ECISD	Portable	XTS 2500	H46UCF9PW	205CJF3545	JONES SWAT
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0042	DANIELS SWAT
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0021	HENKELL
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0031	CRUZ
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0020	ROBLES
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0019	HINER
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0041	CALENDAR
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0018	VALENZUELA
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0040	GARCIA
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0023	YEAGER
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0017	FUENTEZ
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0032	HENDON
ECISD	Portable	XTS2500	H46UCF9PW	205CKZ0016	WALDROP
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0033	HENEGAR
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0025	NAYOLA
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0027	CARR
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0014	FRANCO
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0038	UPCHURCH
ECISD	Portable	XTS2500	H46UCF9PW	205CKZ0028	HUNT
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0036	MANOR
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0034	BARRIGA
ECISD	Portable	XTS 2500	H46UCF9PW	205CKJ0035	MCGILVRAY
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0029	WESTFALL
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0013	JOINER
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0015	SCHEILE
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0022	ESPINOZA

ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0024	MARRERO
ECISD	Portable	XTS 2500	H46UCF9PW	205CKZ0037	FOWLER
ECISD	Portable	XTS 2500	H46UCF9PW	205CJF2543	KIM
ECISD	Portable	XTS 2500	H46UCF9PW	205CJF3543	FOWLER
ECISD	Mobil-e	M2500		514CLP0488	798-1201
ECISD	Mobile	M2500		514CPM0369	759-1202
ECISD	Mobile	M2500		514CMM2488	758-1203
ECISD	Mobile	M2500		514CMP0351	762-1204
ECISD	Mobile	M2500		514CMP0364	796-1211
ECISD	Mobile	M2500		514CPV0760	770-1212
ECISD	Mobile	M2500		514CPM0370	768-1214
ECISD	Mobile	M2500		514CMM0362	746-1215
ECISD	Mobile	M2500		514CPM0361	724-1217
ECISD	Mobile	M2500		514CPV0762	722-1219
ECISD	Mobile	M2500		514CLM0358	773-1220
ECISD	Mobile	M2500		514CPM0356	714-1221
ECISD	Mobile	M2500		514CPM0368	721-1223
ECISD	Mobile	M2500		514CNP0617	774-1224
ECISD	Mobile	M2500		514CPM0366	723-1225
ECISD	Mobile	M2500		514CNP0616	779-1226
ECISD	Mobile	M2500		514CPM0357	776-1227
ECISD	Mobile	M2500		514CPV0761	736-1228
ECISD	Mobile	M2500		514CLP0487	752-1229
ECISD	Mobile	M2500		514CPM0360	713-1230
ECISD	Mobile	M2500		514CPM0365	775-1231
ECISD	Mobile	M2500		514CPM0353	718-1232
ECISD	Mobile	M2500		514CPM0367	717-1233
ECISD	Mobile	M2500		514CPM0352	797-1234
ECISD	Mobile	M2500		514CPM0363	799-1235
ECISD	Mobile	XTL2500		514CPM0354	769-1236
ECISD	Mobile	XTL2500		514CPM0359	715-1237
ECISD	Mobile	XTL2500		514CMM2487	742-1238
ECISD	Mobile	XTL2500			BASE

Requesting Agency Signature:

Date:

City of Odessa Approval:

Date:

EXHIBIT "C"

COSTS

Public Safety Radio Equipment Connections
To
City of Odessa 800 MHZ M2 Core Simulcast Radio System

Number of Connections Needed x Cost of Each Connection (if any):

Dispatch Consoles: 0 x \$0.00/connection = \$0.00

Consolettes: 0 x \$0.00/connection = \$0.00

Mobile Radios: 29 x *(rate listed below) = \$

Portable Radios: 35 x *(rate listed below) = \$

Other: (as agreed upon by signing agencies)

Requesting Agency Signature: _____ Date: _____

City of Odessa Approval: _____ Date: _____

*The City of Odessa has established the following **monthly connection fees** for individual Radio IDs on the City's Public Safety 800 MHZ M2 Core Simulcast Radio System:

Year 1 – No Cost for connections

Year 2 - \$10.00 per connection per month

Year 3 - \$13.00 per connection per month

Year 4 - \$16.00 per connection per month

Year 5 - \$ 19.00 per connection per month

Year 6 - \$ 22.00 per connection per month

The first year of no cost connections will begin on the effective date of the agreement. Subsequent years occur annually from the effective date.