

B.1. El Paso and Horizon will pay their proportionate share of any costs associated with the software and equipment installed, shall be based upon the detailed breakdown of costs and allocation of costs between El Paso and Horizon attached hereto as Exhibit "A". The parties agree that the split in costs for maintenance paid by El Paso to Motorola (or its successor) on the equipment detailed in Exhibit "A" shall be based upon Horizon paying of the on-going maintenance, repair and upgrade costs. The parties agree that the system radio units will be verified by the parties on March 1, 2026 (or such other date as the IT Directors, or designees, for such parties may agree in writing) and thereafter, the fee amount shall be reviewed annually for recalculation.

B.2. El Paso shall make its payments to Motorola annually, based upon its existing contract and any future amendments or contracts and then bill Horizon for its proportionate share, as set forth in B.1.

B.3 In order to receive reimbursement from Horizon, El Paso shall submit itemized invoices describing the computation of costs and allocation of costs between El Paso and Horizon as outlined in Exhibit "A". Following Horizon's receipt of a properly submitted invoice, Horizon shall pay undisputed amounts owed within thirty (30) days. Any undisputed sum not paid when due shall bear interest calculated on an annual basis pursuant to Chapter 2251 of the Texas Government Code as follows. In the event there is an invoice is disputed by Horizon, Horizon's Director of Information Technology will immediately contact El Paso's Director of Information Technology to resolve the dispute or to correct the error.

C. Maintenance and Replacement of Equipment and Software. El Paso and Horizon will pay for their proportionate share of any costs associated with the maintenance of the shared equipment, based upon the units set forth in B.1 as allocated in Exhibit "A". El Paso and Horizon shall be responsible for maintaining their respective equipment and software and to replace any shared equipment that is no longer operable or that has reached the end of its useful life for the shared use. As technology changes, El Paso and Horizon will continue to confer regarding the optimum equipment and software purchases required in order to maintain the most effective public safety communication system. Any costs associated to update shared software and equipment will be paid by each entity at a proportionate rate based upon the number of subscriber units of all subscriber units at the time such costs are incurred.

II. OBLIGATIONS OF HORIZON

A. Utilize Motorola compatible equipment P25 digital 800 MHz and VHF public safety radio system, including:

Utilize Motorola P25 Trunked VHF and 800 MHz compatible equipment, including:

- a. utilizing Motorola MCC 7500E Radio Dispatch Console or its equivalent
- b. utilizing Motorola P25 Trunked with AES encryption portable and mobile radios or its equivalent
- c. Managing the units in their possession.

III. OTHER COVENANTS AND AGREEMENTS

- A. Contributions. The value of the contributions made by each party to this Agreement are difficult to quantify, but the parties agree that the value of each entity's contribution is equivalent to its percentage use of the system as determined yearly by January 31st.
- B. Transfer of Ownership Interest. This Interlocal Agreement represents an agreement for El Paso and Horizon to share resources. Neither party shall acquire an interest in the real or personal property of the other.
- C. Retention of Ownership. Upon termination of this Agreement, in accordance with section V, each party will retain ownership of its respective properties, equipment and related supplies, whether or not the property was previously shared.
- D. Removal of Equipment and Restoration. Upon termination of this Agreement, El Paso and Horizon will each remove all equipment it has installed in the others facility, unless otherwise agreed, including but limited to incoming cables and other infrastructure used to support and operate its radio related equipment. The owner of the space shall determine the cost of repair within thirty (30) days and invoice the other for the cost of restoring the site to its original condition, normal wear and tear excepted. El Paso shall pay Horizon within thirty (30) days of receipt of the invoice, and vice versa.
- E. Responsibility for Third Party Contracts. If either party enters into a license, lease, lease/purchase agreement for services, equipment or software, the signing party shall remain responsible for all payments and interaction with the vendor. No contribution will be required from the non-signing entity unless otherwise agreed.
- F. Insurance. Each entity may insure its own property, and neither party shall be liable for loss or damage to the real or personal property of the other.
- G. No Conveyance of Real or Personal Property Interests. Both parties agree this Interlocal Agreement is not intended to form an interest in real property and neither El Paso nor Horizon will acquire rights of tenancy in the other's facility for the initial term of this Agreement or during any renewal, extensions or modifications of the term of the Agreement. It shall not be necessary for either El Paso or Horizon to follow the law of landlord tenant, and the neither shall be required to resort to eminent domain proceedings to divest the other of any interest in real property. The only notice to which either entity is entitled to vacate the facility is the six-month notice required in Section V.
- H. Stand Alone Agreement. The terms of this Agreement will be considered separate from any other Horizon / El Paso 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 is neither contemplated by the parties nor permitted.

IV. INITIAL TERM AND RENEWAL

A. Term and Automatic Renewal. This Agreement shall be effective on March 1, 2026 and shall terminate on February 30, 2036. It shall automatically renew on March 1 of each subsequent year for a period of one year until terminated as provided below.

V. TERMINATION

A. Notices. Either party may terminate this Agreement upon sixty (60) days written notice of its intention to terminate the sharing arrangement described herein to the other entity by certified mail, return receipt requested at the following addresses:

To City of El Paso

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

With copy to:

City of El Paso
Director, Information Technology
P.O. Box 1890
El Paso, Texas 79950-1890

To El Paso of Horizon:

Horizon City
Office of City Clerk
14999 Darrington Rd. Horizon
City, Texas 79928

With a copy to:

Horizon City Police Department
Office of the Chief
14999 Darrington Rd. Horizon
City, Texas 79928

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

VI. GOVERNMENTAL FUNCTION AND IMMUNITY

A. Governmental Function. El Paso and Horizon expressly agree that, in all things relating to this Interlocal Agreement, the parties enter into this Interlocal Agreement for the purpose of performing governmental functions and are 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.

B. Sovereign Immunity. El Paso and Horizon 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.

VII. 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 attorneys 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. El Paso and Horizon 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. El Paso and Horizon 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.

VIII. 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 El Paso and El Paso of Horizon, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso Horizon, 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 El Paso and Horizon 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.

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

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and Horizon City, Texas.

APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Robert Aguinaga, Jr.
Assistant City Attorney

Carolyn Patrick
Interim Director of Information Technology

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

INTERLOCAL AGREEMENT

Signature page for Horizon, Interlocal Agreement between the City of El Paso and Horizon City, Texas.

APPROVED this ____ day of _____, 2026.

HORIZON CITY, TEXAS

Printed Name: _____

ATTEST:

APPROVED AS TO FORM:

Printed Name: _____
City Clerk, Horizon City

Printed Name: _____
Attorney, Horizon City

Exhibit A

Fee based on the Horizon Police Department Radio Subscriber Units.

Radio ID Distribution

	ID START	ID END
Horizon Police Department:	9020201	9020399