

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



DEPARTMENT: Information Technology

AGENDA DATE: 09/16/2025

PUBLIC HEARING DATE: 09/16/2025

CONTACT PERSON NAME: Carolyn Patrick, Chief Information Officer **PHONE NUMBER:** 1-915-212-1408

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

Goal 5: Promote Transparent & Consistent Communication Amongst all Members of the Community

SUBGOAL:

5.2 Leverage and expand the use of current and new technology to reduce inefficiencies and improve communications

SUBJECT:

That the Mayor be authorized to sign an Interlocal Agreement for the City/County Project for Enhanced Law Enforcement Communication Interconnectivity regarding the P25 public safety radio system and the amended cost allocation for maintenance between the City of El Paso, ("City") and El Paso County ("County"), Texas as follows:

The parties agree that the cost allocation percentage will be based on radio subscriber units and maintenance costs.

BACKGROUND / DISCUSSION:

The City and County have an ongoing project and project/interlocal for Enhanced Law Enforcement Communication Interconnectivity. The interlocal agreement for the provides for the joint use of the P25 public safety radio system. The P25 radio system is a modern, secure communication network used by public safety agencies like police, fire, and EMS. The agreement covers the allocation of costs between the City of El Paso and the County of El Paso, Texas, for future maintenance costs.

The shared use of the radio and dispatch communications system is in the best interest of regional public safety. Sharing of the system unifies and strengthens public safety response through a more efficient, cost-effective communications infrastructure, allowing the City and County to talk to each other clearly and reliably during emergencies.

COMMUNITY AND STAKEHOLDER OUTREACH:

Ongoing coordination between the City of El Paso Chief Information Officer and the El Paso County Director of Information Technology has ensured alignment on the terms and implementation of the new Interlocal Agreement. These regular meetings support transparency, mutual understanding, and a collaborative approach to managing the shared P25 public safety radio system.

PRIOR COUNCIL ACTION:

September 10, 2013 - The Interlocal Agreement for the City/County Project was approved by city council.
August 26, 2013 - First Amendment to the agreement approved by council and signed.
September 01,2020 - Second Amendment presented and approved by the City Council.
December 17,2024 - Third Amendment presented and approved by the City Council.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:

Carolyn Patrick Digitally signed by Carolyn Patrick
Date: 2025.08.29 10:03:59 -06'00'

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, the Interlocal Cooperation Act, Sec 791.001, et seq., Texas Government Code authorizes local governments to contract with one another to carry out their governmental functions; and

WHEREAS, the City and County of El Paso, Texas agree that providing information sharing and services on a regional basis will provide more efficient, effective, and less costly services for both the City and the County, thereby saving the public costs and serves a governmental purpose; and

WHEREAS, public safety in the region is significantly enhanced with the continued operation of P25 radio system through improved communication and data availability for participating agencies; and

WHEREAS, the County of El Paso, Texas is a participating agency in acquiring and maintaining the P25 radio system.

NOW, THEREFORE, BE IT RESOLVED:

That, the El Paso City Council authorize the Mayor of the City of El Paso to enter into an Interlocal Agreement with the County of El Paso, Texas to facilitate the shared administration, management, and use of the P25 radio system.

ADOPTED this _____ day of _____, 2025.

CITY OF EL PASO

ATTEST:

Renard U. Johnson
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Robert Aguinaga Jr

Roberto Aguinaga
Assistant City Attorney

Carolyn Patrick

Carolyn Patrick
Director of Information Technology

This Agreement is entered into on the ____ day of _____ 2025, by and between the **City of El Paso, Texas** (hereinafter called the "City"), and the **County of El Paso, Texas** (hereinafter called the "County") by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

Whereas, the County and the City are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

Whereas, the County and the City specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party; and

Whereas, in 2013 the City and County entered into an interlocal agreement to utilize an interoperable radio system and to share resources towards its operation; and

Whereas, the City and County have utilized the same Motorola P25 system for twelve years; and

Whereas, the parties find the continued use of the P25 system is in the best interest of public safety as well as fiscal responsibility; and

Whereas, the parties find that the resources contributed by each party towards this shared interoperable radio system is adequate consideration to support this Interlocal Agreement; and

NOW THEREFORE, in consideration of the mutual contributions described herein and the mutual covenants and undertakings of the parties, the receipt and sufficiency is hereby acknowledged, the City and the County agree as follows:

I. OBLIGATIONS OF BOTH THE CITY AND THE COUNTY

A. Sharing of Knowledge & Cooperative Training. For the common goal of creating a combined, robust, Countywide public safety radio system, each entity may provide know how and training to the other, have regular combined meetings, provide assistance and direction to personnel from the other entity.

B. Shared Equipment and Software. The City and the County will each contribute software and equipment, as appropriate, in order to avoid unnecessary duplicated purchases

in a common effort to provide a cost-effective investment of public resources.

B. 1. The City and the County 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 City and County attached hereto as Exhibit "A". The parties agree that the split in costs for maintenance paid by the City to Motorola (or its successor) on the equipment detailed in Exhibit "A" shall be based upon the County paying of the on-going maintenance, repair and upgrade costs. The parties agree that the percentage will be verified by the parties on March 1, 2026 (or such other date as the IT Directors for such parties may agree in writing) and thereafter, the percentage shall be reviewed annually for recalculation.

B.2. The City shall make its payments to Motorola annually, based upon its existing contract and any future amendments or contracts joined in or agreed to by the County, and then bill the County for its proportionate share, as set forth in B.1.

B.3 In order to receive reimbursement from the County, the City shall submit itemized invoices describing in detail the services performed and evidence that said invoices have been paid by the City. All invoices shall bear the letterhead of the person or company providing such services and the cost of each service. The County's Director of Information of Technology, or his designee, will verify that the invoices and supporting documentation are authorized expenditures for reimbursement, and present undisputed invoices with a recommendation to the El Paso County Auditor for payment. Following the County's receipt of a properly submitted invoice, County shall pay undisputed amounts owed within ninety (90) 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 County, the County's Director of Information Technology will immediately contact the City's Director of Information Technology to resolve the dispute or to correct the error.

C. Maintenance and Replacement of Equipment and Software. The City and County will pay for their proportionate share of any costs associated with the maintenance of the shared equipment, based upon the percentages set forth in B.1 as allocated in Exhibit "A". The City and County 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, the City and County 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.

D. Shared Space. Both the City and the County will, to the extent feasible, share space

for P25 Project equipment in and adjacent to their respective towers, and on top of the County Courthouse, in both City and County Datacenters, and in or on other public buildings owned by the City or County as approved by the parties, during the term of this Agreement. In the event that either the City or the County enters into a lease, management or other agreement with a third party to control that entity's towers or other antenna or other facility for the shared P-25 system, the contracting entity shall ensure that the third party will abide by the rights of the other entity as set forth in this and other City/County Interlocal Agreements and the security requirements set forth in Section E.3 below. For facilities leased for the P-25 radio system from third parties by either entity, the parties acknowledge that the use by the non-leasing entity shall be subject to the approval of the landlord. Each entity will pay its prorated share of any incurred third party costs associated with the shared use of any space or facility. While sharing of P25 radio system space is encouraged where possible, the following limitations apply:

D.1. The City shall be entitled to place public radio related equipment in spaces that belong to the County as space limits permit. The County's right to use the space for its needs shall prevail if there is inadequate space to meet the needs of both the City and County together. The County assumes no responsibility to provide "adequate space" for the City.

D.2. The County shall be entitled to place public radio related equipment in spaces that belong to the City as space limits permit. The City's right to use the space for its needs shall prevail if there is inadequate space to meet the needs of both the City and County together. The City assumes no responsibility to provide "adequate space" for the County.

D.3 Service personnel and technicians that will install or maintain or otherwise work with the P-25 System and any third party controlling any entity's towers, antenna or facility for the shared P-25 System shall be subject to background checks prior to working in or on the P-25 System. The City shall be responsible for background checks for City and shared portions of the P-25 system. The County shall be responsible for County portions of the P-25 system. The City and the County will process such background checks using the means provided under the current Criminal Justice Information Standards for personnel security as defined by the Texas Department of Public Safety and the City shall authorize any service personnel or technician or third party allowed to work on the P-25 System. The results of said background checks may be reviewed by the other party, upon request. It is agreed that it will be unnecessary for both the City and the County to conduct background checks, and that the work of one may be shared with the other in satisfaction of this Agreement and in satisfaction of Criminal Justice Information Standards.

E. Responsibility for Tower and Antenna Maintenance. The entity owning any tower or antenna where City and County equipment is co-located shall be responsible for inspection and maintenance of the structural integrity of the tower or antenna and to make

repairs so that the structure remains in statutory compliance and sound repair. Notwithstanding the foregoing, the non-owning party may conduct inspections and/or structural analysis of the tower and/or antenna with reasonable prior notice to the owner and shall, in such case, provide the owner with a copy of the results of the inspection and structural analysis. In the event any inspection or structural analysis indicates a need for maintenance or upgrades to the tower or antenna, the owner shall have thirty (30) days to notify other party of its election to either: 1) perform the indicated maintenance or upgrade; 2) decline to perform the indicated maintenance or upgrade but allow the non-owning party to perform the maintenance or upgrade at that party's expense; or 3) decline the indicated upgrade or maintenance and give notice of intent to terminate the agreement as it applies to the affected tower and/or antenna.

II. OBLIGATIONS OF THE COUNTY

- A. Utilize Motorola as the vendor to provide the fixed network equipment, installation and related engineering services for the fixed network equipment the County will purchase for the P25 digital VHF public safety radio system, including:
- a. utilizing Motorola equipment for the console upgrades at the E911 and the Sheriff's Regional Dispatch Center;
 - b. utilizing Motorola radios for both mobile and handheld units.
 - 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 by March 1st.
- B. Transfer of Ownership Interest. This Interlocal Agreement represents an agreement for the City and County 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, the City and the County 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. The City shall pay the County 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.

F. 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 the City nor the County 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 the City or the County 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.

G. Stand Alone Agreement. The terms of this Agreement will be considered separate from any other County / 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 is neither contemplated by the parties nor permitted.

IV. INITIAL TERM AND RENEWAL

A. Term. This Agreement shall be effective on September 1st, 2025 and shall terminate on August 31st, 2026.

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 the City of El Paso

City of El Paso
Office of the 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 the County of El Paso:

County of El Paso
Office of the County Judge
500 E. San Antonio, Room 301
El Paso, Texas 79901

With a copy to:

El Paso County Sheriffs Office
Office of the County Sheriff
3850 Justice Dr.
El Paso, TX 79938

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

VII. OPERATIONS

A. After Hour Access by City Personnel. The City and the County shall each designate personnel who are entitled and qualified to receive security badges, access codes and/or security clearances so that they may be assigned to work in shared spaces contemplated in this Agreement. Authorized Information Technology ("IT") employees of the City and the County shall be permitted access 24 hours a day, 365 days a year, as necessary to perform work, provided that such employees shall be subject to the facility established access policies and procedures. Security clearances for authorized personnel will be updated periodically as part of regular security measures.

VIII. GOVERNMENTAL FUNCTION AND IMMUNITY

A. Governmental Function. The City and the County 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. The City and the County 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.

IX. 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. The City and the County 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 County 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.

X. 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 County of El Paso, State of Texas, and shall be

governed by the laws of the State of Texas. Venue shall be in El Paso County, 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 County 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 791.011(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.

EL PASO COUNTY

CITY OF EL PASO

Ricardo A. Samaniego

County Judge, El Paso County

Renard U. Johnson

Mayor, City of El Paso

Date: _____

Date: _____

ATTEST:

Delia Briones

County Clerk

Laura D. Prine

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Robert Aguinaga Jr

Robert Aguinaga
Assistant City Attorney

Carolyn Patrick

Carolyn Patrick,
Director Information Technology Department

Exhibit A

Percentage based on the Sheriff's Office Radio Subscriber Units.

Radio ID Distribution

	ID START	ID END
El Paso Sheriff's Office:	9000000	9009999