

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

**DEPARTMENT:** El Paso Police Department  
**AGENDA DATE:** November 12, 2024  
**CONTACT PERSON/PHONE:** Assistant Chief Humberto Talamantes, 212-4309  
**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL: NO. 2: Set the Standard for a Safe and Secure City**

**SUBJECT:**

Region 19 and the City of El Paso Police Department would like to enter into an Interlocal cooperative Agreement to place an aircraft radar on the Starlight event Center.

**BACKGROUND / DISCUSSION:**

The city of El Paso Police Department and Region 19 have agreed to enter into an Interlocal Agreement for the installation of a De Tect Harrier Radar system on the roof top of the Starlight Event Center, located at 6650 Continental Dr. Project will help provide long-range airspace monitoring with aircraft risk advisories including aircraft detection for area of responsibility, and will greatly enhanced UAS operations beyond visual-line-of-sight (BVLOS) for the city of El Paso.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

\$34,520.94/ Previously allocated City Watch Expansion Project ARPA funding

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



**RESOLUTION**

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (the "City") and the Education Service District, Region 19 ("Region 19") for the operation of the DeTect Harrier Radar system on the rooftop of the Starlight Event Center to provide long-range airspace monitoring, for a period of one (1) year.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024.


**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Eric Gutierrez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Peter Pacillas, Chief  
El Paso Police Department

STATE OF TEXAS            )     INTERLOCAL AGREEMENT BETWEEN  
  )     CITY OF EL PASO, TEXAS AND  
COUNTY OF EL PASO     )     EDUCATION SERVICE DISTRICT, REGION 19

**THIS INTERLOCAL AGREEMENT** ("Agreement") is made and entered into by and between the City of El Paso, a Texas home-rule municipality ("City"), and the Education Service District, Region 19, a regional education service center created under Chapter 8 of the Texas Education Code ("Region 19").

**RECITALS**

**WHEREAS**, the City and Region 19 are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

**WHEREAS**, Region 19 was created to assist school districts and charter schools in improving student performance and increasing the efficiency and effectiveness of school operations; and

**WHEREAS**, the City of El Paso desires to place a DeTect Harrier Radar system on the rooftop of the Starlight Event Center, located at 6650 Continental Dr, El Paso, TX 79925, for the purpose of providing long-range airspace monitoring with automatic aircraft risk advisories including cooperative and non-cooperative aircraft detection to extend UAS operations beyond visual line-of-sight ("BVLOS"); and

**WHEREAS**, Region 19 agrees to allow the City to install and operate the radar system on the Starlight Center premises under the terms and conditions set forth in this Agreement; and

**WHEREAS**, both parties agree that this Agreement will ultimately contribute to a safer community.

**FOR THESE REASONS**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **PARTIES:** The parties to this Agreement are the City of El Paso ("City") and the Education Service District, Region 19 ("Region 19").
2. **AUTHORITY:** This Agreement is entered into pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 8 of the Texas Education Code.
3. **PURPOSE:** The purpose of this Agreement is to provide for the installation, maintenance, and operation of a DeTect Harrier Radar system on the rooftop of the Starlight Event Center to extend UAS operations beyond visual line-of-sight (BVLOS).

4. **RESPONSIBILITIES OF THE PARTIES:**

4.1 **City:** The City shall be responsible for all costs related to the installation, maintenance, and any other costs associated with the DeTect Harrier Radar system ("the Radar") on the rooftop of the Starlight Center. The Radar shall be installed in a manner that does not interfere with the normal operations of Region 19.

4.2 **Region 19:** Region 19 agrees to allow the City to install and operate the radar system on the Starlight Center premises under the terms and conditions set forth in this Agreement. Region 19 will pay for the cost of electricity required to operate the Radar.

5. **LIABILITY:** Region 19 shall not be held liable for any damages, losses, claims, expenses, or injuries arising out of or related to the installation, maintenance, operation, or removal of the Radar by the City. The City assumes full responsibility for any such incidents.

6. **TERM AND TERMINATION:**

6.1 This Agreement shall commence on the date last signed by the authorized representatives of the parties and shall continue for a period of one year. This Agreement shall automatically renew each year unless either party delivers written notice of their intent to discontinue at least 30 days prior to the end of the then-current term.

6.2 Either party may terminate this Agreement upon 30 days written notice to the other party.

7. **FUNDING:** The City shall bear all costs related to the Radar's installation, maintenance, and other associated expenses. Region 19 shall be responsible for the cost of electricity required to operate the Radar.

8. **AMENDMENTS:** This Agreement may be amended only by written agreement signed by the authorized representatives of both parties.

9. **MISCELLANEOUS:**

9.1 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and enforceable.
11. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

(Signature page follows)

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser  
Mayor


**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Eric Gutierrez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Peter Pacillas, Chief  
El Paso Police Department

**EDUCATION SERVICE DISTRICT, REGION 19**

\_\_\_\_\_  
Dr. Armando Aguirre  
Executive Director

Date: \_\_\_\_\_