

INTERLOCAL COOPERATIVE AGREEMENT

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STATE OF TEXAS §
 §
COUNTY OF HAYS §

This Interlocal Cooperative Agreement (Agreement) is entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code, by and between **Hays County**, a political subdivision of the State of Texas (the “County”) and the **City of Kyle, Texas** (the “City”). The County and the City are sometimes hereinafter collectively referred to as the “Parties”.

WITNESSETH

WHEREAS, the City and the County desire to cooperate in the management and operation of the Combined Emergency Communication Center (CECC) pursuant to the Interlocal Agreement for Operations and Maintenance of the Combined Emergency Communication Center (the “CECC ILA”) and all of the CECC systems housed and managed within the facility (the “CECC Program”); and

WHEREAS, the County utilizes the Computer Information Systems, Inc. (CIS) Computer Aided Dispatch (CAD) system and the City currently does not utilize the CIS CAD system; and

WHEREAS, in order for the City and the County to operate and manage the CECC as described in the CECC ILA , both agencies must utilize the same CAD system;

WHEREAS, Hays County is incentivized to enter into this Agreement due to the public benefit the County receives from the integration of all local law enforcement and emergency response agencies onto the same CIS CAD system; and

WHEREAS, the County and the City desire to enter into this Agreement in order to operate and manage an Emergency Communication Center which will enhance public safety for the citizens of the City and County;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby contract, covenant and agree as follows:

Article 1. City’s Rights and Duties.

The City hereby agrees to utilize CIS CAD for the Kyle Police Department (KPD). The parties hereby acknowledge that in order for the City to utilize CIS CAD, additional equipment, hardware, software, and services are required in accordance with the schedule attached hereto and incorporated herein as Exhibit A. The addition of any equipment, hardware, software, or service not presented in Exhibit A, which may be necessary for the City’s ability to utilize CIS CAD, will require an amendment to this agreement. Any quantities or costs in excess of those presented in Exhibit A for any specific item or service will require an amendment to this agreement.

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- 1.1 The City shall identify representatives of its Emergency Communication Department and Information Technology Department to work with the County and the County's contractors/vendors during the procurement, installation, and testing of all equipment, hardware, software, and services.
- 1.2 The City shall provide all necessary information and access to the County for all of its systems and assets that interface with the City's current CAD system.
- 1.3 The City agrees that the vehicle list and associated details attached hereto and incorporated herein as Exhibit B is a list of all KPD Law Enforcement vehicles that will be equipped with CAD equipment, hardware or software. Except for additional vehicles as noted in Exhibit A, any equipment, hardware or software necessary for vehicles not included on the list shall be at the sole responsibility of the City.
- 1.4 The City agrees that in-car computers compatible with the CIS CAD system are required for all vehicles that will be outfitted with mobile CAD. In-car computers for vehicles without computers or replacement computers for those computers that are not compatible with CIS CAD shall be at the sole responsibility of the County.
- 1.5 The City is not required to begin utilizing CIS CAD until it begins providing emergency communication services out of the CECC, however by mutual agreement of the Parties, the City may begin utilizing CIS CAD at an earlier date.
- 1.6 The City agrees that any system(s) not part of the CECC Program and installed within City assets, are owned and maintained by the City, and will become the sole of responsibility of the City once installed and operational. This City responsibility includes the yearly software licensees and maintenance costs as estimated and presented in the schedule attached hereto and incorporated herein as Exhibit C.
- 1.7 The City agrees that the CIS CAD system will be a consortium system operated within the CECC and managed by the CECC Program.
- 1.8 The City agrees that there may be other costs related to CIS CAD and CECC Systems within the CECC, for example, CIS CAD Maintenance and Support and CAD Server Maintenance and Support. In the event the City's transition to CIS CAD occurs prior to the opening of the CECC, Maintenance and Support Costs of CECC systems including CIS-CAD and the CAD Server(s) will be allocated pursuant to the CECC ILA.
- 1.9 The City agrees that the costs associated in Exhibit A related to the City's Records Management System (RMS) are only for development and implementation of an interface and migration to enterprise system for the City's RMS and the CIS CAD system. The County will host all city RMS servers on site. The City and the County will maintain and operate their current RMS' independently, which includes the funding of any yearly license, support, and

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maintenance costs. Any protocols or procedures related to accessing CIS CAD generated records within the City's or County's RMS will be coordinated and managed within the CECC Program.

Deleted: As Parties to the CECC ILA, the City and the County may choose to develop plans for the implementation of a different RMS within the CECC Program at a later date.

Article 2. County's Rights and Duties.

The County hereby agrees to provide the equipment, hardware, software, and services as provided in Exhibit A, which is required in order for the City to utilize CIS CAD. Any upgrades to any City system(s) which are not required for the use of CIS CAD are not included. The addition of any equipment, hardware, software, or service not presented in Exhibit A, which may be necessary for the City's ability to utilize CIS CAD, will require an amendment to this agreement. Any quantities or costs in excess of those presented in Exhibit A for any specific item or service will require an amendment to this agreement.

- 2.1 The County, at no cost to the City, shall provide and install, through its agents, officers, other personnel, and contractors/vendors the equipment, hardware, software, and services as presented in Exhibit A.
- 2.2 The County shall identify representatives of its Emergency Communication Department and Information Technology Department to work with the City during the procurement, installation, and testing of all software and equipment. The County will facilitate the communication of City requirements and functionality requests for CIS CAD and the RMS interface to the appropriate parties and host any necessary testing as appropriate and able.
- 2.3 The County agrees the CIS CAD system will be a consortium system operated within the CECC and managed by the CECC Program.
- 2.4 The County agrees to have all equipment, hardware, and software installed and tested for an implementation date which coincides with the opening of the CECC. However, by mutual agreement of the Parties, the County and City may plan for an earlier date of implementation. In the event the City's transition to CIS CAD occurs prior to the opening of the CECC, Maintenance and Support Costs of CECC systems including CIS-CAD and the CAD Server(s) will be allocated pursuant to the CECC ILA.

Article 3. Administration.

The County will be responsible for administering this Agreement and providing supervisory control and command over all of its agents, officers, other personnel, contractors/vendors performing services pursuant to this Agreement. By mutual agreement of both Parties, the City may directly purchase certain equipment, hardware, software, or services as provided by this agreement and receive reimbursement for such expense from the County.

Article 4. Term of Agreement and Renewal.

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This Agreement shall become effective after approval of the Hays County Commissioners Court and the Kyle City Council, as evidenced by the signatures below. This Agreement may be voluntarily terminated by the agreement of all Parties. Each party paying for the performance of governmental functions under this Agreement shall make those payments from current revenues available to the paying party.

Article 5. Insurance and Liability.

The relationship of the County and the City is that of independent contractors. The County shall have no liability whatsoever for the actions of, or the failure to act by, any employee, agent or officer of the City, and the City shall be responsible, as between the County and the City, for and with respect to claims or causes arising out of or with respect to any act, omission or failure to act by the City. The City shall have no liability whatsoever for the actions of, or the failure to act by, any employee, agent or officer of the County, and the County shall be responsible, as between the County and the City for and with respect to claims or causes arising out of or with respect to any act, omission or failure to act by the County.

Article 6. Notice.

Any notice provided for under this Agreement shall be forwarded to the following addresses:

Hays County	County	City of Kyle
111. E. San Antonio	Judge	City Manager
San Marcos, TX 78666		100 W. Center St.
		Kyle, Texas 78640

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Article 7. Dispute Resolution.

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7.1 Negotiation. The Parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Contract. If a controversy or claim should arise, the Parties agree to each select a Representative and to have those Representatives meet at least once to attempt in good faith to resolve the dispute. For such purpose, any Party may request the others to meet within ten (10) days, at a mutually-agreed-upon time and place. The Parties shall, within ten (10) days after the Effective Date of this Contract, each designate to the other their respective Representatives, who shall be an executive-level individual with authority to settle disputes. Each of the Parties may change the designation of its Representative, but shall maintain at all times during the term of this Contract a designated Representative and shall ensure that the other Parties are notified of any change in the designation of its Representative.

7.2 Mediation. If the dispute has not been resolved within sixty (60) days after the first meeting of the designated Representatives (or such longer period of time as may be mutually agreed upon), any of the parties may refer the claim or controversy to non-binding mediation conducted by a mutually-agreed-upon party qualified to perform mediation of disputes related to the subject matter of this Agreement (herein referred to

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as the "Mediator") by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. The Parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the dispute. Should the Mediator ever be unable or unwilling to continue to serve, the parties shall select a successor Mediator. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

7.3 Litigation. If the dispute is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within ninety (90) days after the first meeting between Representatives (or such longer period of time as may be mutually agreed upon), any of the Parties may commence litigation to resolve the dispute in any Texas state court of competent jurisdiction, or in the United States District Court for the Western District of Texas to the extent said Court shall have jurisdiction over the matter.

Article 8. Miscellaneous.

The County shall have exclusive control, supervision and policy-making authority for and with respect to the services to be provided under this Agreement, and nothing in this Agreement is intended nor shall be deemed to establish any requirement for, or any specific or implied standard or quality for, any level of service to be provided pursuant to this Agreement. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defenses available at law or in equity to the City or the County, or to create any legal rights or claim on behalf of any third party. Neither the County nor the City waives any defenses whatsoever, including, but not limited to, governmental immunity.

8.1 Entire Agreement. This Agreement represents the entire and integrated agreement between the County and the City and supersedes all prior negotiations, representations or arguments either written or oral.

8.2 Lawful Authority. The execution and performance of this Agreement by the County and the City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and the City in accordance with its terms.

8.3 Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

8.4 Construction. The captions and headings contained in this Agreement are solely for convenient reference and will not be deemed to affect the meaning or interpretation of any provision or paragraph hereof. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. For the purposes of this Agreement, the term "will" is mandatory. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing such provision, and all other provisions

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which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

8.5 Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have not legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8.6 No Waiver. No waiver by the County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8.7 Public Information Act. City and County are governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under this Act.

8.8 Additional Documents. The City and the County covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

8.9 Compliance with Laws. In performing this Agreement, the City will comply with all local, state and federal laws.

8.10 Counterparts. This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.

Article 9. Exhibits.

The Exhibits, which are attached hereto and described below, are incorporated herein and made a part hereof for all purposes.

Exhibit A – Equipment, Hardware, Software, and Services Schedule

Exhibit B – Vehicle List

Exhibit C – Estimated Re-occurring City Costs

(SIGNATURES FOLLOW ON THE NEXT PAGE)

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IN WITNESS WHEREOF, The parties hereby execute in duplicate and attest this Agreement to be in full force and effect on or about _____, 2017.

HAYS COUNTY

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Date By: Bert Cobb, M.D.
County Judge

Attest: _____
Liz Gonzalez
County Clerk

CITY OF KYLE

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Date By: Scott Sellers
City Manager

Attest: _____
Jennifer Vetrano
City Secretary

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Exhibit A

Equipment, Hardware, Software, and Services Schedule

QTY	ITEM	DESCRIPTION	UNIT COST	TOTAL COST
12 ¹	DISPATCH CAD LICENSE	CIS CAD LICENSE FOR KPD DISPATCH WORKSTATION	\$15,000	\$60,000
30 ¹	MOBILE CAD CLIENT	CIS CAD LICENSE FOR KPD POLICE VEHICLE MOBILE COMPUTER SYSTEM - MCS	\$800	\$24,000
30 ¹	MOBILE CAD MAP	CIS CAD MAP LICENSE FOR KPD POLICE VEHICLE	\$300	\$9,000
32 ²	AVL MOBILE CLIENT	GPS TRACKING ON CAD MAP FOR KPD POLICE VEHICLE, AUTOMATIC VEHICLE LOCATION - AVL	\$300	\$9,600
---	CIS PROFESSIONAL SERVICES	INSTALLATION, SYSTEM CONFIGURATION, TRAINING ³ , ON-SITE OPERATIONS	---	\$130,877
32 ²	CRADLEPOINT IN CAR ROUTER	ROUTER IN KPD POLICE VEHICLE PROVIDES CONNECTION TO CAD AND INTERNET	\$900	\$28,800
32 ²	ANTENNA FOR IN CAR ROUTER	LCRA ANTENNA FOR KPD POLICE VEHICLE TO PROVIDE SIGNAL TO IN CAR ROUTER	\$250	\$8,000
30 ¹	NETMOTION LICENSE	PROVIDES SECURE CONNECTION FROM KPD POLICE VEHICLE TO CAD SERVER	\$215	\$6,450
30 ¹	NETMOTION LICENSE FEE	NETMOTION LICENSE FEE FOR EACH KPD POLICE VEHICLE	\$40	\$1,200
---	CAD-RMS INTERFACE	INTERFACE BETWEEN CIS CAD AND THE KPD RMS	---	\$125,000
---	GRANDE FIBER CONNECTION ⁴	FIBER CONNECTION TO CITY OF KYLE	---	\$30,000
2	HARDWARE VPN DEVICES ⁵	BACK-UP CONNECTION FOR KYLE RMS (2 LOCATIONS)	\$2,500	\$5,000
TOTAL PROJECT				\$437,927

Note ¹ – There are currently 25 vehicles requiring mobile CIS CAD, equipment for up to 30 will be provided if necessary.

Note ² – There are currently 28 vehicles requiring AVL, a Cradlepoint router and an LCRA antenna, equipment for up to 32 will be provided if necessary.

Note ³ – Costs for training includes a \$10,000 allowance for City of Kyle representatives to attend admin training at CIS.

Note ⁴ – City of Kyle will be responsible for monthly service fees, included costs are for installation at the City of Kyle only.

Note ⁵ – Hardware VPN devices for 111 North Front St. (Main PD building) and 300 West Center St. (Dispatch, Animal Control, Code Enforcement, Property and Evidence, and Traffic) will provide a connection for RMS. Per CJIS requirements, hardware VPN devices will need to be replaced every 5-6 years at the expense of the City.

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Exhibit B

KPD Vehicle List

DIV	UNIT	WIRELESS ²	ROUTER ³	COMPUTER ⁴	OS	STORAGE	RAM (GB)	PROCESSOR	SPEED (GHz)
Patrol	1401	AT&T	ZTE	M7-Ci7	Win 7-64 Pro	60GB SSD	8	i7-265LE	2.20
Patrol	1402	AT&T	ZTE	M7-Ci7	Win 7-64 Pro	60GB SSD	8	i7-265LE	2.20
Patrol	1403	AT&T	ZTE	M7-Ci7	Win 7-64 Pro	60GB SSD	8	i7-265LE	2.20
Patrol	1404	AT&T	ZTE	M7-Ci7	Win 7-64 Pro	60GB SSD	8	i7-265LE	2.20
Patrol	1405	AT&T	ZTE	M7-Ci7	Win 7-64 Pro	60GB SSD	8	i7-265LE	2.20
Patrol	1406	AT&T	ZTE	M7-Ci7	Win 7-64 Pro	60GB SSD	8	i7-265LE	2.20
Patrol	1407	AT&T	ZTE	M7-Ci7	Win 7-64 Pro	60GB SSD	8	i7-265LE	2.20
Patrol	1408	AT&T	ZTE	M7-Ci7	Win 7-64 Pro	60GB SSD	8	i7-265LE	2.20
Patrol	1601	AT&T	ZTE	M7-Ci7	Win 7-64 Pro	60GB SSD	8	i7-265LE	2.20
Patrol	1602	AT&T	ZTE	M7-Ci7	Win 7-64 Pro	60GB SSD	8	i7-265LE	2.20
Patrol	1603	AT&T	ZTE	M7-Ci7	Win 7-64 Pro	60GB SSD	8	i7-265LE	2.20
Patrol	24	AT&T	ATT-Unite	Getac V110G3	Win 7	128GB	8	i7-6500U	1.66
Patrol	31	AT&T	ZTE	Pana CF30 ⁵	Win 7	160GB	3	Intel Core 2 Duo	1.66
Patrol	33	AT&T	ZTE	M7-Ci7	Win 7-64 Pro	60GB SSD	8	i7-2655LE	2.20
Patrol	34	AT&T	ZTE	GD 8200 ⁵	Win 7	160GB	3	Intel Core 2 Duo	1.66
ACO	22	AT&T	ZTE	Pana CF30 ⁵	Win 7	160GB	3	Intel Core 2 Duo	1.66
ACO	1501	AT&T	ZTE	M7-Ci7	Win 7	60GB SSD	8	i7-2655LE	2.20
Traffic ¹	M121	-	-	N/A	N/A	N/A	N/A	N/A	N/A
Traffic ¹	M122	-	-	N/A	N/A	N/A	N/A	N/A	N/A
Traffic ¹	M123	-	-	N/A	N/A	N/A	N/A	N/A	N/A
Admin	29	-	-	-	-	-	-	-	-
Admin	30	-	-	-	-	-	-	-	-
CID	CID1	-	-	-	-	-	-	-	-
CID	CID2	-	-	-	-	-	-	-	-
CID	CID3	-	-	-	-	-	-	-	-
CID	CID4	-	-	-	-	-	-	-	-
CID	CID5	-	-	-	-	-	-	-	-
Command	CPI	-	-	-	-	-	-	-	-

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Note¹ - Mobile CAD is not included for M121, M122 and M123, however a GPS antenna, router, and AVL Mobile Client is included.

Note² - There are currently 17 out of 28 vehicles equipped with cell service. All vehicles will require AT&T service; AT&T service will be at the expense of the City for vehicles which currently do not have cell service.

Note³ - Cradlepoint routers will be provided for all vehicles and are compatible with TASER systems.

Note⁴ - In-car computers are not provided by this agreement, any vehicle requiring an in-car computer will need to be outfitted at the expense of the County.

Note⁵ - These computers do not meet the specifications for Mobile CAD and may require replacement at the expense of the City.

Exhibit C

Estimated Re-occurring City Costs

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>COST</u>
<u>CELL SERVICE FOR IN CAR ROUTER</u>	<u>PROVIDES SERVICE IN KPD POLICE VEHICLE TO ACTIVATE AND RUN IN CAR ROUTER</u>	<u>\$38 per vehicle per month</u>
<u>MAINTENANCE AND SUPPORT COSTS</u>	<u>CIS CAD, SERVER, AND OTHER CECC PROGRAM MAINTENANCE AND SUPPORT COSTS</u>	<u>See CECC ILA</u>
<u>GRANDE FIBER SERVICE FEE</u>	<u>MONTHLY FEES FOR GRANDE FIBER SERVICE TO CITY OF KYLE</u>	<u>\$500 per month</u>

Commented [JV4]: Already included in exhibit A

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