

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY OF AUSTIN
AND CITY OF SUNSET VALLEY, TEXAS**

For

**INSTALLATION, CONFIGURATION, MAINTENANCE, AND REPAIR
OF PUBLIC SAFETY EQUIPMENT AND SYSTEMS**

I. Recitals

- A. This interlocal agreement (“Agreement”) is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. Each party represents and warrants that the compensation to be made to the performing party contemplated in this Agreement are in amounts that fairly compensate the performing party for the services or functions described herein, and are made from current revenues available to the paying party.
- B. Recognizing 1) the importance of the City of Austin’s (“City”) and the City of Sunset Valley, Texas (“Sunset Valley”) collectively the “Parties” participation in the Greater Austin-Travis County Regional Radio System (“GATRRS”) which provides radio communications for public safety agencies in the Austin-Travis County region, 2) the City’s role as GATRRS Program Manager, and 3) the public purpose of promoting and ensuring public safety through consistent maintenance and repair of GATRRS member video/audio systems, the Parties hereby agree to enter into this video/audio system maintenance agreement (“Agreement”) as follows:

II. Term

The initial term of this Agreement is from the latest date of final execution of the Agreement to September 30, 2019. Following this initial term, the Agreement shall automatically renew each October 1st (the “Renewal Date”) each year unless terminated pursuant to the terms of this Agreement. It is the intent and understanding of the Parties that the obligations of each party under this Agreement shall remain effective only so long as and provided that each party has fully appropriated funds for performing such obligations for the party’s current fiscal year. If, for any fiscal year of any party, funds are not appropriated for such party’s performance of its obligations under this Agreement, this Agreement shall become void and such party shall promptly give notice to the other parties of the nonappropriation of funds.

III. Services

- A. City shall install, configure, maintain, and repair the following equipment at City of Sunset Valley's request: mobile, portable, and fixed two-way radios and other wireless devices, antennas, speakers, and ancillary equipment, sirens, light bars, controllers, in-vehicle video systems, mobile data computers and related hardware and cabling, pagers, and any other similar or related public safety emergency response equipment.
- B. City shall provide primary maintenance services for the equipment at the City Wireless Communication Services Division radio repair facility (or facilities). The service shall include the regular inspection of the equipment and any maintenance or repair necessary to maintain it in good working order. Upon request, the City shall also install and remove equipment from vehicles for reuse or disposal.

IV. Rates, Billing, & Payments

- A. The rates for service are detailed in Schedule 1 to this Agreement. City may revise Schedule 1 to adjust service rates as needed without further action by the Austin City Council or City of Sunset Valley provided that City shall provide not less than sixty (60) days advance written notice to Sunset Valley before any revision to Schedule 1 is effective.
- B. Estimated total billing is \$5,000 per year. Billing will be from the 21st of the month through the 20th of the following month.
- C. City's billing period is from the 21st day of each month through the 20th day of the following month. City will invoice Sunset Valley no later than the 14th day of the month following the end of each billing period, with the invoice dated on the day it is sent. Sunset Valley will pay City within thirty (30) days of receipt of any invoice for services under this Agreement.

V. Termination

Either Party may terminate this Agreement in whole or in part if the other Party fails to comply with any term or condition of the Agreement, including the inability of City to conform to changes required by federal, state, or local laws or regulations. The terminating Party shall notify the other Party of the decision to terminate this Agreement at least sixty (60) days before the effective date of termination, and in the case of a partial termination, the portion of the Agreement to be terminated. The other Party may avoid termination by correcting the reasons for termination prior to the effective date of termination stated in the notice to the satisfaction of the terminating Party. In the event that City notifies Sunset Valley of a change in rates that is not acceptable to Sunset Valley, Sunset Valley shall notify City and provide at least sixty (60) days notice of the effective date of termination. If either Party terminates this Agreement, City has the right to receive payment for all parts,

labor, or additional services provided before the effective date of termination. Without waiving any legal rights, the parties agree to voluntary mediation of any disputes.

VI. Disclaimer of Warranty and Limitation of Liability

- A. Disclaimer of Warranties. AUSTIN MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- B. Limitation of Liability. (a) IN NO EVENT SHALL AUSTIN BE LIABLE TO UNIVERSITY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT (OR LOSS OF DATA OR DIMINUTION IN VALUE), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT AUSTIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- (b) IN NO EVENT SHALL AUSTIN'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE TO AUSTIN PURSUANT TO THE APPLICABLE SERVICE ORDER GIVING RISE TO THE CLAIM.

VII. Notices

Any notices to be given under this Agreement shall be considered delivered (i) upon personal service upon the person designated in this Agreement for such notice; (ii) within three (3) days of deposit if mailed by first-class United States mail, postage prepaid, registered or certified, and addressed to the person designated for receipt of notice; or (iii) one business day after being sent for overnight delivery by a reputable commercial courier having the ability to track shipping and delivery of the notices. In cases where there is an emergency or other need for immediate notice to be given, written notice may be faxed to the person designated for service, provided a written copy of such notice is also delivered promptly to such designated person by one of the three means identified above. The Parties designate the following persons for receipt of notice:

If to City of Sunset Valley

Name: Lenn Carter, Chief of Police
Title: City of Sunset Valley
Address: 3205 Jones Road
Sunset Valley, TX 78745
Phone: 512.892.1384
Email: lcarter@sunsetvalley.org

If to City:

Name: Robert Turner (or successor)
Title: Acting Wireless Communication Services Manager, City of Austin
Address: City of Austin Wireless Communication Services Division
1006 Smith Road
Austin, TX 78721
Phone: (512) 972-3209
Email: Robert.turner@austintexas.gov

The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

VIII. Miscellaneous

- A. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.
- B. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.

AGREED AND APPROVED:

CITY OF SUNSET VALLEY

By: _____
Name:
Title:

Date: _____

CITY OF AUSTIN

By: _____
Stephen Elkins
Chief Information Officer

Date: _____

**SCHEDULE 1
WIRELESS COMMUNICATION SERVICES
RATE OF PAY**

**CITY OF AUSTIN FISCAL YEAR 2019
(October 1, 2018, through September 30, 2019)**

Labor

1. \$75.92 per hour for work performed during Regular Business Hours.
2. \$113.88 per hour for work performed outside Regular Business Hours when customer requests work to be performed during these hours.
3. A per-visit response vehicle fee to customer's stationary wireless equipment sites of \$41.10. This includes only the cost to send a service van and equipment to the customer's service call location, and does not include the cost of labor. Labor will be billed at standard hourly labor rates to cover the travel time of technicians "to" and "from" the customer's service call location.

Parts

4. Parts and supplies used in the performance of maintenance or repair services billed at the City's documented vendor's invoiced cost to City, plus 15%.