

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

**INTERLOCAL AGREEMENT FOR
EPISD/EPWATER RADIO FREQUENCY**

THIS INTERLOCAL AGREEMENT is made and entered into on the 15th day of August, 2023 (“Effective Date”) by and between the **EL PASO INDEPENDENT SCHOOL DISTRICT** (“EPISD”), and the **EL PASO WATER UTILITY PUBLIC SERVICE BOARD**, a component unit of the City of El Paso, a Texas home rule municipal corporation (“UTILITY”, “PSB” OR “EPWATER”), (individually, a “Party” and collectively, the “Parties”), for the purposes described herein.

WITNESSETH

WHEREAS, Section 1502.070 of the Texas Government Code allows a municipality to vest the management and control of the municipal utility system in board of trustees; and

WHEREAS, the El Paso City Council adopted Ordinance 752 establishing the El Paso Water Utilities Public Service Board (“PSB”) and delegated to the PSB the complete authority and control of the management and operation of the water and wastewater system; and

WHEREAS, EPISD has obtained Radio Station Authorization (attached to this Contact as Exhibit A) within the Public Safety 4940-4990 Mhz band through the Federal Communications Commission (Call Sign WRFY 709, File Number 0009093281) and owns radio equipment for the use of this frequency; and

WHEREAS, EPWATER requested EPISD cease the use of Public Safety 4940-4990 Mhz and call sign WRFY709 in support of the establishment of a City-Wide communications network for EPWATER’s sole use (“Project”); and,

WHEREAS, EPWATER owns certain radio equipment that EPISD may use in connection with a new Public Safety frequency as duly licensed by the FCC; and

WHEREAS, EPWATER and EPISD desire to transfer the use of Public Safety 4940-4990 Mhz Frequency and Call Sign WRFY709 in support of the establishment of a City-Wide communications network for EPWATER’s sole use (“Project”); and,

WHEREAS, EPISD and EPWATER desire to enter into this Interlocal Agreement for the purpose of transferring to each party the currently-owned radio equipment in consideration of EPISD ceasing the use of Public Safety 4940-4990 Mhz and and Call sign WRFY709; and

WHEREAS, each party enters into this agreement in furtherance of their respective governmental or education purposes; and

WHEREAS, the Parties agree that the exchange of radio equipment will be coordinated and accomplished in accordance with the terms of this Interlocal Agreement, which is entered into by the Parties; and

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties hereto, to be by them kept and performed as hereafter set forth, EPISD and EPWATER agree as follows:

AGREEMENT

1. Time Period Covered

This Interlocal Agreement becomes effective on the Effective Date, and EPISD and EPWATER will consider it to be in full force and effect until the Project described in this Interlocal has been completed and accepted by all Parties or unless terminated, as provided herein.

2. Responsibilities of the Parties

A. EPISD Responsibilities

- i. EPISD will transfer to EPWATER the items listed on Exhibit A within 30 days of execution of this Agreement to the following location: 2300 Murchison, El Paso TX, 79930
- ii. Upon receipt of the items identified in Exhibit A from EPISD; EPISD will cease the use of frequency 4940-4990 Mhz band and call sign WRFY 709.

B. EPWATER Responsibilities

- i. EPWATER will transfer to EPISD the items listed in Exhibit B.

3. Consideration

Upon successful completion of the transfer of equipment based on final inspection, EPISD will issue a receipt acknowledging EPWATER has transferred ownership of the items shown on Exhibit B to EPISD.

4. General Terms and Conditions

i Sovereign Immunity

EPWATER and EPISD 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. No provision of this Agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable.

ii Governmental Function

Both Parties expressly recognize that the other is performing a governmental function, as defined by the Texas Tort Claims Act, in pursuing their respective responsibilities under this Interlocal Agreement.

iii. Sole Agreement

In the event the terms of this Interlocal Agreement are in conflict with the provisions of any other existing agreements between EPISD and EPWATER, the latest agreement shall take precedence over the other agreements in matters related to the Project.

iv. Successors and Assigns

EPISD and EPWATER each binds itself, its successors, executors, assigns, and administrators to the other Party to this Interlocal Agreement and to the successors, executors, assigns, and administrators of such other Party in respect to all covenants of this Interlocal Agreement.

v. Amendments

By mutual written consent of the Parties, the scope of work and payment provisions of this Interlocal Agreement may be amended prior to its expiration. The Board of Trustees of EPISD authorizes the Superintendent to agree to any such amendment that does not affect the approved budget.

5. Notices

All notices to either Party by the other required under this Interlocal Agreement shall be delivered personally, via Inter-Departmental Mail, or sent by U.S. mail, postage prepaid, addressed to such Party at the following addresses:

EPWATER

El Paso Water Utility
Attn: Instrumentation and Control
PO Box 511
El Paso, Texas 79961-0511

EPISD

El Paso Independent School District
Attn: Police Services/IST
1014 N. Stanton Street
El Paso, Texas 79902

All notices shall be deemed given on the date so delivered or so deposited in the mail (Certified Mail Return Receipt Requested), unless otherwise provided in this Interlocal Agreement. Either Party may change the above address by sending written notice of the change to the other.

6. Severability

If any provision of this Interlocal Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Interlocal Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Interlocal Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Interlocal Agreement and be deemed to be validated and enforceable.

7. Governing Law and Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. For any and all disputes arising under this Interlocal Agreement, venue shall be in El Paso County, Texas.

Interlocal EPISD / EPWATER / EPISD Radio Frequency and Equipment

8. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Interlocal Agreement on behalf of the entity represented.

IN WITNESS WHEREOF, EPISD and EPWATER have executed this Interlocal Agreement as of the Effective Date.

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

EPWATER

**EL PASO WATER UTILITY
PUBLIC SERVICE BOARD**



John E. Balliew
President/CEO

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Melinda K. Becker
Assistant General Counsel

Digitally signed by
Alfredo Solano
Date: 2023.08.07
16:30:21 -06'00'



Alfredo Solano
Chief Information Officer

EPISD

EL PASO INDEPENDENT SCHOOL DISTRICT

Diana Sayavedra
Superintendent

APPROVED AS TO FORM



Jeanne C. Collins
General Counsel

Stamp: Friday, July 7, 2023

EXHIBIT A

Inventory of the replacement 11GHz point-to-point links with serial and model numbers.

Model #	Part #	Serial #	Site Location
1. PTP820C-11W-H	C110052L027A	H031920048	Comanche to Stanton
2. PTP820C-11W-L	C110082L028A	E302820793	Stanton to Comanche
3. PTP820S-11-L	C110082B014A	E412323425	Andress to Comanche
4. PTP820S-11-H	C110082B013A	E412H23405	Comanche to Andress
5. PTP820S-11-L	C110082B014A	E272L29611	Coronado to Comanche
6. PTP820S-11-H	C110082B013A	E272L29601	Comanche to Coronado

Exhibit B

Equipment list and serial numbers for the PTP radios that EPISD will be exchanging with EPWATER

QTY	ITEM	SERIAL
6	Cambium Networks PTP450i 5GHz with Integrated Antenna (listed below)	N/A
3	Cambium Networks Gigabit POE Injector	N/A
6	Cambium Networks PTP450i Tilt Bracket Assembly	N/A

Serial numbers for the six PTP radios are as follow:

M9TM0P10P6JP
M9TM0JPQJJ4F
M9TL188RJFVN
M9TM0P1V9PJ2
M9TM0NCNCRPF
M9TM0H88ZH9B