

AN ORDINANCE 2012-09-20-0747

AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE SOUTH TEXAS REGIONAL AREA COUNCIL TO PROVIDE SATELLITE RADIO SERVICES TO THE CITY OF SAN ANTONIO DURING EMERGENCIES FOR AN ESTIMATED ANNUAL AMOUNT UP TO \$25,200.00.

* * * * *

WHEREAS, the City requires satellite communication capability in the event that terrestrial communications systems become inoperable or fail; and

WHEREAS, pursuant to Section 791.001, *et seq.*, of the Texas Government Code, cities and counties are authorized to enter into interlocal cooperation agreements for governmental purposes; and

WHEREAS, since 2005, the Southwest Texas Regional Advisory Council (STRAC) has provided, tested and maintained Mobile Satellite Radio Communication Equipment to the City of San Antonio at a lower cost than obtainable elsewhere; and

WHEREAS, the City of San Antonio desires to continue utilizing this STRAC service to ensure redundant communication is provided supporting the health and safety of the community in the event of a loss in radio communications; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee are hereby authorized to enter into an interlocal cooperation agreement with the South Texas Regional Area Council (STRAC) in an amount not to exceed \$25,200.00 for Satellite Phone Services. A copy of the agreement is attached hereto and incorporated herein at **Attachment 1**.

SECTION 2. Fund 2606520017 entitled "HOMELAND SECURITY GRANT - 2011" and Internal Order 120000000097 are hereby designated for use in the accounting for the fiscal transaction in authorization of this agreement.

SECTION 3. The sum of \$25,200.00 is hereby appropriated in the above designated fund and will be disbursed from GL 5403020. Payment is authorized to Southwest Texas Regional Advisory Council upon issuance of a Purchase Order.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP

Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

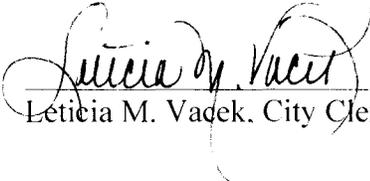
SECTION 5. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage hereof.

PASSED and APPROVED this 20 day of September, 2012.


M A Y O R
Julián Castro

ATTEST:

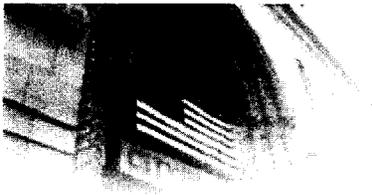
APPROVED AS TO FORM:



Leticia M. Vacek, City Clerk

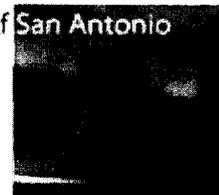
B7 

Michael D. Bernard, City Attorney



Request for
COUNCIL
 ACTION

City of San Antonio



Agenda Voting Results - 37

Name:	8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 20, 21, 22B, 23, 24, 25, 26, 27, 28A, 28B, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45						
Date:	09/20/2012						
Time:	10:55:21 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an interlocal agreement with the South Texas Regional Area Council to provide satellite radio services to the City of San Antonio during emergencies for an estimated annual amount up to \$25,200.00. [Erik Walsh, Deputy City Manager; Charles N. Hood, Fire Chief]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10	x					

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
THE SOUTHWEST TEXAS REGIONAL ADVISORY COUNCIL
AND
THE CITY OF SAN ANTONIO
FOR SATELLITE RADIO SERVICES**

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("CITY") acting by and through Lawrence Trevino, its Division Fire Chief of the Office of Emergency Management, pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 2012, and the Southwest Texas Regional Advisory Council for Trauma, by and through its Executive Director, ("STRAC"), both of which may be referred to herein collectively as the "Parties." This agreement is authorized under the authority of Chapter 791 of the Texas Government Code, which provides that local governments and political subdivisions of the state may execute interlocal cooperation contracts to reduce their vulnerability to acts which threaten governmental functions.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. PURPOSE

- 1.1 The purpose of this agreement is to provide the CITY with Satellite Radio Services.

II. TERM

- 2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on execution of this document and shall renew yearly without further Council approval. The City Manager and her designated representative in accordance with City Ordinance No. _____ are hereby authorized to execute this contract, subject to the appropriation of funds therefore.
- 2.2 STRAC and the CITY recognize that the continuation of any agreement after the close of any given fiscal year of the CITY, whose fiscal year ends on September 30, shall be subject to the appropriation of funds for the agreement. Should funds not be appropriated, this agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder.

III. SCOPE OF SERVICES

For the duration of this agreement, STRAC will provide the City of San Antonio Office of Emergency Management ("COSA OEM") with Satellite Telephone Services for the prices specified in Section IV of the Agreement. The monthly service fee includes the ability to communicate on the satellite radios through STRAC's communication network and actual access to said network, access to satellite radio talk groups, and any required maintenance to the satellite radios.

Attachment I

IV. PRICING

San Antonio Police Department Satellite Radios - \$70 per month per unit

San Antonio Fire Department Satellite Radios - \$70 per month per unit

The total pricing amount for services rendered shall not exceed \$25,200.00 per year.

V. OWNERSHIP OF DOCUMENTS

To the extent STRAC possesses the right to do so, the CITY shall have an unlimited right to any materials distributed by STRAC pursuant to the provisions of this agreement.

VI. RECORDS RETENTION

- 6.1 STRAC must maintain all documents and records pertaining to the services rendered through this agreement and make them available to the CITY at the respective offices of the parties during the record retention period.
- 6.2 STRAC shall retain any and all documents produced as a result of its services for four years from the date of termination of the agreement, or any extension thereof, or, in the event that litigation is initiated in connection with the services provided by STRAC pursuant to this agreement, four years from the date of resolution of said litigation.
- 6.3 STRAC shall notify the CITY immediately in the event STRAC receives any requests for information from a third party which pertain to the documentation and records referenced herein. To the extent permitted by law, the CITY will process all such requests.

VII. TERMINATION

- 7.1 For purposes of this agreement, "termination" of this agreement shall mean termination by expiration of the agreement term, as provided for in Article II (Term), or earlier termination pursuant to any of its provisions.
- 7.2 This agreement may be terminated, for any reason, by either party upon thirty calendar days written notice, which shall be provided in accordance with Article VIII (Notice).
- 7.3 If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this agreement shall automatically terminate as of the effective date of such prohibition.
- 7.4 Regardless of the manner in which this agreement is terminated, STRAC shall, within thirty days of termination, effect an orderly transfer to CITY or to such person as the CITY may designate, at no additional cost to the CITY, all completed or partially completed documents, papers, records, charts, reports, and any other material or

information produced as a result of or pertaining to the services rendered by STRAC, or provided to STRAC, hereunder, regardless of the storage medium, if so requested by the CITY, or shall otherwise be retained by STRAC in accordance with Article VI (Records Retention).

- 7.5 Within ninety calendar days of the effective date of termination of this agreement, STRAC shall submit to the CITY its claims, in detail, for the monies owed by the CITY for the services performed under this agreement through the effective date of termination. Failure by STRAC to submit its claims within said period will negate any liability on the part of the CITY and constitute a waiver by STRAC of any right to collect money STRAC may have otherwise been entitled to.

VIII. NOTICE

Any election, notice, or communication required or permitted to be given under this agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged) or three days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt, if sending the same by certified mail, return receipt requested, or upon receipt, when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or other address as either party designates in writing.

If intended for the CITY:

City of San Antonio
Attn: Lawrence Trevino, Division Fire Chief
Emergency Management Coordinator
Office of Emergency Management
P.O. Box 23339
San Antonio, Texas 78223-0339

If intended for STRAC:

Southwest Texas Regional Advisory Council for Trauma
Attn: Eric Epley
Executive Director
7500 Hwy 90 West, Suite 200
San Antonio, Texas 78227

IX. INSURANCE

STRAC warrants that it is insured in the following manner. VFIS provides STRAC with commercial liability insurance through Texas Mutual. STRAC is insured for Workers Compensation Insurance and is insured under an automobile policy for personal injury and property damage, as provided for by Chapter 101 of the Texas Civil Practices and Remedies Code.

X. CLAIMS

- 10.1 STRAC and the CITY acknowledge that they are political subdivisions of the State of Texas and are subject to the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury, or death.
- 10.2 There is no intention on the part of the parties hereto to create or otherwise form a joint enterprise under or pursuant to this agreement. The parties to this agreement are undertaking a governmental function or service. The parties to this agreement do not have a pecuniary or common purpose. The purpose of this agreement is to further the public good, not to gain a profit. The parties do not have an equal right of control. The CITY has a superior right to control the direction and management of the enterprise solely for liability purposes under the agreement and/or solely by virtue of its responsibility for the day-to-day management and control of the premises.
- 10.3 The parties to this agreement are carrying out a homeland security activity through the terms of this agreement. They claim all immunity from liability afforded to them for their good faith acts in carrying out the terms of this agreement under the terms of Chapter 421 of the Texas Government Code.

XI. ASSIGNMENT AND SUBCONTRACTING

- 11.1 STRAC shall supply qualified personnel as may be necessary to complete the work to be performed under this agreement. Persons retained to perform work pursuant to this agreement shall be either Full or Part-time employees of STRAC and not subcontractors.
- 11.2 Except as otherwise stated herein, STRAC may not sell, assign, pledge, transfer, or convey any interest in this agreement, nor delegate the performance of any duties hereunder, by transfer or any other means, without the consent of the CITY, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, STRAC shall remain liable for completion of the services outlined in this agreement in the event of default by STRAC's successor, assignee, or transferee.

XII. INDEPENDENT CONTRACTOR

- 12.1 STRAC agrees that it is an independent contractor and not an officer, agent, servant, or employee of the CITY; that STRAC shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same; and that it shall, to the extent allowed by the laws and Constitution of the State of Texas and without waiving sovereign immunity, be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants.
- 12.2 STRAC also agrees that the doctrine of respondent superior shall not apply as between the CITY and STRAC, its officers, agents, employees, contractors, subcontractors, and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners, or joint ventures between the CITY and

STRAC. The parties agree that the CITY shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by STRAC under this agreement and that STRAC has no authority to bind the CITY.

XIII. HUB SUBCONTRACTING

CITY acknowledges that the policies and procedures of STRAC, as an agency of the State of Texas, for purchasing from small, economically disadvantaged minority and woman-owned businesses (Historically Underutilized Businesses) follow the directives of the State of Texas (Chapter 111 of the Texas Administrative Code).

XIV. CONFLICT OF INTEREST

STRAC represents and certifies, and this agreement is made in reliance thereon, that it, its officers, employees, and agents are neither officers nor employees of the CITY. STRAC further represents and certifies that it has tendered to the CITY a Discretionary Contracts Disclosure Statement in compliance with the CITY's Ethics Code.

XV. SEVERABILITY

If any provision of this agreement is held invalid, illegal, or unenforceable under present or future federal, state, or local laws, including, but not limited to, the City Charter, City Code, or ordinances of the City of San Antonio, Texas, such invalidity, illegality, or unenforceability shall not affect any other clause or provision, and the remainder of this agreement shall be construed as if such provision was never contained in the agreement. In lieu of each provision of this agreement that is invalid, illegal, or unenforceable, there will be added, as a part of the agreement, a provision as similar in terms to such clause or provision as may be legal and enforceable.

XVI. LICENSES/CERTIFICATIONS

STRAC represents and certifies that STRAC and any other person designated to provide services hereunder have the requisite training, license, and/or certification to provide said services and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVII. COMPLIANCE

STRAC shall provide and perform all services required under this agreement in compliance with all applicable federal, state, and local laws, rules, and regulations.

XVIII. LAW APPLICABLE

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE

IN BEXAR COUNTY, TEXAS. MANDATORY VENUE FOR ANY SUIT AGAINST STRAC SHALL BE IN BEXAR COUNTY, TEXAS.

XIX. ENTIRE AGREEMENT

19.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon.

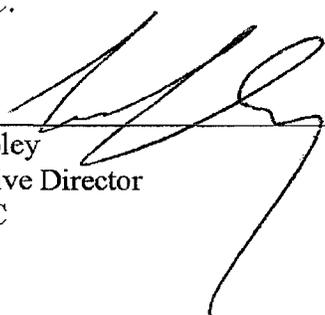
EXECUTED IN DUPLICATE ORIGINALS on _____, 2012.

CITY:

STRAC:

Sheryl Sculley
City Manager
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

Eric Epley
Executive Director
STRAC



Approved as to Form:

City Attorney