

**RESOLUTION No. 2017-271
CITY OF SHOREACRES, TEXAS**

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF SHOREACRES AND THE CITY OF LEAGUE CITY TO ESTABLISH A COMPUTER-AIDED DISPATCH RECORDS MANAGEMENT AND MOBILE COMPUTER SYSTEM (GRID SYSTEM) TO SERVE THE SHOREACRES POLICE DEPARTMENT; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREACRES THAT:

Section 1. The City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this resolution, a copy of which attached hereto and is on file in the office of the City Secretary. The Mayor is hereby authorized to execute all related documents on behalf of the City of Shoreacres to confirm acceptance by the City of Shoreacres. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 3. This resolution shall be effective from and after its passage and approval, and it is so ordered.

PASSED AND APPROVED this the 10th day of July 2017.



Kimberly Sanford, Mayor

ATTEST:

David K. Stall, CFM, TEM
City Secretary

M/2		Yea	Nay	N/V	Absent
	K. Sanford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	R. Bowles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M	R. Hoskins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	D. Jennings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Z	J. McKown	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	F. Ramos	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Passed / Failed

David Stall, City Secretary - Date

07.11.17

January 10, 2017

INTERLOCAL AGREEMENT FOR IMPLEMENTATION AND OPERATION OF
GRID SYSTEM

THIS AGREEMENT made this ____ day of _____, A.D. 2017, by the City of League City, Texas and the City of Shoreacres, both being Texas municipal corporations and collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the Cities of Alvin, Deer Park, Friendswood, La Porte, League City, Nassau Bay, Webster, Galveston, Sugar Land, Seabrook, Dickinson, Kemah & Santa Fe (the "GRID System agencies") desire to make efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts identified herein the manner that will best utilize existing resources, powers and authority available to each of them; and

WHEREAS, it is the purpose of the agreement to provide a means by which the parties may exercise their respective powers, privileges and authority which they may separately, but which pursuant to this Agreement may exercise collectively; and

WHEREAS, the parties desire to establish and provide a computer-aided dispatch, records management and mobile computer system, serving law enforcement, fire, EMS and emergency communications for each of the agencies parties, hereinafter referred to as the Gulf Region Information and Dispatch (GRID) System.

WHEREAS, the parties have determined that a consolidated system will better utilize existing municipal personnel and capital resources, increase the efficiency and effectiveness of public safety emergency responses, enhance public safety operations by standardizing equipment and records management systems, and will provide for shared costs of communications technology; and

WHEREAS, the parties have agreed that they should participate in the management and ownership of the GRID System in return for providing a proportionate share of the funding for recurring operation, maintenance and future expansion of the GRID System; and

WHEREAS, the parties desire to enter into this Agreement to establish basic parameters for the implementation, operation, maintenance and future expansion of the GRID System; and

January 10, 2017

WHEREAS, entering into this Agreement is in the best interest of the citizens of the Parties; and

NOW, THEREFORE, in consideration of the premises, mutual covenants, provisions and representations contained herein, constituting good and valuable consideration, and pursuant to Texas Government Code 791 ("Interlocal Cooperation Act"), the parties hereto agree as follows:

I. PURPOSE:

The purpose of this Interlocal Agreement is to establish a computer-aided dispatch, records management and mobile computer system, herein referred to as the GRID System, serving law enforcement, fire, EMS and emergency communications for each of the GRID agencies.

II. DURATION:

This Agreement shall remain in effect for one (1) year, commencing on _____, 2015, and ending on _____ 2016, and thereafter will automatically renew for successive one year terms. However, nothing herein shall affect the right of a party to withdraw from this Agreement, as provided for in Section VII below.

III. ORGANIZATION:

The GRID System will be overseen by a Board of Directors comprised of the cities who participate on the GRID system ("the Board"). In the event a city enters or leaves the GRID System, the Police Chief of the City entering or leaving the system will be automatically deemed added or removed from the Board.

Day to day operations of the GRID System will remain the responsibility of individually appointed "Systems Administrators" from each GRID System agency. The Systems Administrators for each party shall meet regularly in order to address any issues needing to be addressed relating to the GRID System. If issues cannot be resolved to the satisfaction of the Systems Administrator's group, the concerns shall be reduced to writing and submitted to the Board for resolution.

IV. FINANCIAL ADMINISTRATION

The parties hereby agree to provide financial support according to a schedule and formula set out in Schedule "A" attached hereto, which is hereby incorporated by reference into this agreement. The cost of software and hardware maintenance will be determined by annual projections from the vendors. In addition, the Board will consider and recommend a GRID system reserve assessment for future expenditures subject to the approval of governing bodies. All costs will be pro-rated between the agencies based on calls for service, reports, bookings and accidents. In the event the City of Shoreacres shall allow another agency that is not a party to the GRID system to utilize the system, then the City of Shoreacres is responsible for those costs. Initial agency cost allocations are based upon the participation of all agencies listed in Schedule A. Should any agency choose not to participate, the costs will be reallocated proportionately to the other agencies.

Regular GRID System fees shall be assessed at the start of each fiscal year. For administration purposes, the GRID System shall operate on a fiscal year from October 1 to September 30 of the following year. Such assessment shall be approved by majority vote of the governing bodies.

- A. It shall be the responsibility of the Board to prepare budget projections for upcoming fiscal years, including a detailed breakdown of estimated GRID System fees for each party agency, which shall be completed and distributed to all parties no later than March 1st of each year.
- B. The City of League City shall provide basic support for the GRID system through its General Fund for ongoing costs including support personnel, and other incidental operating expenses.
- C. The City of League City shall maintain the GRID system reserve fund for all assessments made for replacements or expansions of GRID system hardware and software. The City of League City will also maintain the GRID system operating fund to account for monies received and payments made related to annual maintenance.
- D. Year one payments for Schedule A assessments will be due on July 1, 2013.
- E. Annual payments as determined in Section IV A will be paid to the City of League City during the first quarter of each Fiscal year.
- F. Expansion of the schedule matrix must be approved by a majority vote of the governing bodies of the participating jurisdictions.

V. ADMITTING ADDITIONAL AGENCIES:

Additional agencies may be admitted to the GRID System upon agreement of the Board. New agencies shall be required to meet the same terms and shall have the same responsibilities as existing parties. The Board may require new members to pay a fee of \$10,000.00 to join the GRID system. The fee will be deposited into the GRID system reserve fund. New agencies will reimburse the City of League City for actual costs incurred in order to integrate them into the system.

VI. EQUIPMENT AND LICENSES:

The GRID System will use SunGard Public Sector's software. Each GRID System agency will be responsible for purchasing the hardware, software and licenses required to be used in their respective jurisdictions. Each GRID System agency will be required to maintain its own equipment and software and to pay an equitable share of the expense of maintaining the server(s) as set out on Schedule "A" attached. Each GRID System agency will have control of all hardware and software within its respective jurisdiction.

VII. WITHDRAWAL BY A PARTY:

Any party shall have the right to withdraw from the GRID System at any time upon giving ninety (90) days advance written notice to the City of League City. The withdrawing party, shall have 12 months to copy its data, but not to delete, information and/or data residing on the GRID System Server that was contributed by the withdrawing agency. This shall be done at the sole expense of the withdrawing agency and the withdrawing agency shall not be entitled to recover any portion of their contribution to the GRID system reserve fund maintained by the City of League City.

Any agency of the GRID System may be expelled with cause, by a two-thirds vote of the Board. Prior to the initiation of action to expel an agency, the Board will notify the City Manager, or Chief Executive Officer, of the agency for whom expulsion is being considered of such pending action. The agency will be provided a period of time of not less than thirty (30) days prior to the Board's decision to present reasons why expulsion for cause is not justified. Should the Board approve the expulsion of a party, the expelled party shall be considered "withdrawn" from the GRID System ninety (90) days from the date the Board votes to take such action. Once withdrawn, the agency shall have the same rights and responsibilities afforded those agencies voluntarily withdrawing from the GRID System.

VIII. COMPLIANCE WITH THE PUBLIC INFORMATION ACT:

Each party shall control the release of any information produced or belonging to that party which resides anywhere on the system, including, but not limited to, the server. Each agency will be required to sign a Data Access Agreement between the City of League City, the perspective agency and SunGard Public Sector.

IX. OPERATING RULES AND PROCEDURES:

In order to ensure consistency, all parties agree to follow the pattern, protocols and procedures established by the GRID System. Within this basic framework, the System Administrators shall, from time to time, adopt and implement such rules and procedures as it deems prudent for the further improvement and refinement of the system. The intention of this provision is to assure that the basic structure and work-flow of the system is preserved, while at the same time allowing the System Administrators to adopt necessary changes to enhance the system.

X. AUTONOMY OF PARTIES:

Each agency shall have the right to customize its individual system in any way it chooses, provided that such customization does not impair the operation of the total system. Such customization shall be the sole expense and responsibility of the agency which chooses the particular customization. The System Administrators shall have the authority to decide whether or not any action taken by an agency is an impairment to the system and may order the agency to follow the directive of the System Administrators.

XI. GOVERNING LAW

This agreement shall be governed by the laws of the State of Texas and shall be enforceable in any court of competent jurisdiction in Texas.

XII. SEVERABILITY:

In the event that one or more provisions of this agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the other provisions shall remain in full force and effect.

XIII. DISPUTES:

Any dispute among the parties, which cannot be resolved by the Systems Administrators, shall be submitted to the GRID Board for resolution. The Board shall investigate the dispute, allowing involved parties to explain their individual concerns, and shall determine the appropriate remedy. The Board's decision shall be final and binding on all parties.

Signed and sealed by the following units of government on the dates set out below:

City of Shoreacres

Signature: _____

7-12-17

Mayor Kimberly Sanford

Date: _____

City of League City

Signature: _____

John Baumgartner, Intermin City Manager

Date: _____

