

MEMORANDUM OF AGREEMENT (MOA)

BETWEEN THE SOUTH TEXAS DEVELOPMENT COUNCIL AND CITY OF LAREDO FOR THE MANAGEMENT OF THE SOUTH TEXAS REGIONAL INTEROPERABLE RADIO COMMUNICATIONS TRUNKED SYSTEM AND ADVANCE SYSTEM KEY

THIS Memorandum of Agreement (MOA) is made between the South Texas Development Council (hereinafter STDC) and the City of Laredo (hereinafter Entity), both referred to as the “Parties”.

RECITALS

WHEREAS, the Texas Statewide Communications Interoperability Plan (SCIP) and the South Texas Regional Interoperable Communications Plan (“RICP”) state that a Region shall develop governance structures which will provide oversight for the development and implementation of the South Texas Regional Interoperable P-25 VHF Radio Communications System; and

WHEREAS the Parties agree that it is in the best interest of the community to execute a Memorandum of Agreement (MOA) to establish and implement the management of the South Texas Regional Interoperable Radio Communications Trunked System and Advance System Key; and

WHEREAS the Parties agree that the South Texas Homeland Security Advisory Committee (“HSAC”) is to provide advice and recommendations in the use and appropriation of funds, including money from relevant federal homeland security grants for the purposes of planning, funding, construction, implementation, expansion, operation, management and maintenance of the South Texas Regional Interoperable P-25 VHF Radio Communications System that provides interoperability between local, state, and federal agencies and first responders in the South Texas Region and in the formation, if necessary, of a regional communication system governing body;

WHEREAS the South Texas Regional Interoperable P-25 VHF Radio Communications System will be connected to the City of Austin System Master Site; and

WHEREAS the Parties agree to execute this MOA with the City of Laredo to carry out the tasks defined in the Scope of Work (SOW) being services and technical support as deemed necessary; and

NOW THEREFORE, IN CONSIDERATION of the mutual agreements and covenants contained herein, it is agreed as follows:

- 1. Establishment of a Memorandum of Agreement.** The recitals hereinabove are true and correct and incorporated herein, and there is hereby established the South Texas Regional Radio Communications System Key Manager, for the purpose as described below and subject to the terms and conditions herein.
- 2. Purpose.** The purpose of this MOA is to allow the Parties to form a management structure to oversee, implement, and maintain the South Texas Regional Radio Communications Trunked System and Advance System Key for the Texas Regional Interoperable P-25 VHF Radio Communications System.
- 3. Scope of Work (SOW).** Except as limited by federal, state, and local laws, regulations, codes, or ordinances of the Entity, Entity shall perform the following functions herein considered as Scope of Work (SOW) activities accepted and approved by both parties within this MOA to be performed by Entity for compensation by STDC:
 1. Managing of the fleet mapping (Templates, Talk Groups and ID's) of the South Texas Regional Interoperable P-25 VHF Radio Communications System
 2. Provide technical assistance and coordination on upgrades or additions to the infrastructure of tower site radio communication equipment.
 3. Maintain an updated subscriber inventory.
 4. Creation of new templates.
 5. Programming of new subscriber radios.
 6. Alteration of talk groups.
 7. Creation of new talk groups.
 8. Add and delete new talk groups.
 9. Add and delete subscribers
 10. Turn subscribers "off" and "on".
 11. Inhibit subscribers.
 12. Travel as needed throughout the South Texas Region to address management related issues and meetings, including the various HSAC program related committee meetings.
 13. Assist and provide support to STDC in relation to radio communications and interoperability functions with the South Texas Region as needed.
- 4. Term.** The term of this contract shall be for a one (1) year period beginning on October 1, 2024 and ending on September 30, 2025, unless terminated earlier as provided for herein Section 5.

The parties agree that the South Texas Homeland Security Advisory Committee (HSAC), STDC, Entity or other Communication Governance Structure formed will annually review the effectiveness of this

Agreement and outcomes of such review may be considered in the renewal process in the establishment of a subsequent MOA between STDC and Entity or any given successor at the time.

5. **Termination.** This MOA may be terminated by either party hereto, for its convenience, on thirty (30) days written notice from the terminating party to the non-terminating party.
6. **Compensation and Travel.** STDC shall pay Entity a total of FORTY THOUSAND DOLLARS (\$40,000.00) as compensation for the services to be performed including travel, in the performance of services under this MOA. Compensation by STDC to the City of Laredo shall be made on a quarterly basis with four equal payments of TEN THOUSAND DOLLARS (\$10,000.00) to be made at the end of first quarter after the effective date and each subsequent quarter thereafter which begins October 1st and ends September 30th. Invoices shall contain monthly reports that include activities performed during the billing period.

The City of Laredo shall ensure that travel costs are in accordance with State of Texas and or GSA approved rates.
7. **Financing and Current Revenues.** Execution of this MOA is in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party's monetary obligations, if any, under this MOA are payable only and solely from the current grant revenues appropriated and available for the performance of such obligations. Execution of this contract and compensation thereof is subject to availability of Homeland Security Program funds.
8. **Property and Ownership.** This MOA does not transfer or alter any ownership rights to any individual tower site within the region or the STDC.
9. **Release.** To the extent permitted by the Constitution and laws of the State of Texas, STDC releases Entity from and waives any claim, loss, expense, or damage occurring to the Radio System including but not limited to radio consoles, system management terminals, equipment, cables, wiring, software, occurring in the course and scope of the Entity's operation of the GATRRS and Master Site, excepting only such claims, losses, expenses or damages that are caused by the willful misconduct of gross negligence of the Entity or Entity's Personnel.
10. **General Provisions.** This Agreement contains all of the Agreements of the parties with respect to any matter covered or mentioned in this MOA, and no prior Agreement shall be effective for any purpose. No provisions of the MOA may be amended or modified except by written agreement signed by the Parties.

- 11. Limitation of Liability.** In no event shall the parties to this MOA be liable to the other party for any special, consequential, incidental or punitive damages on any claim arising out of or concerning this Agreement.
- 12. Indemnity.** To the extent permitted by the laws and Constitution of the State of Texas STDC shall indemnify and hold harmless Entity and Entity's officers, agents, employees, and assigns from all suits, actions, or other claims of any character brought for or on account of injury to a person or property arising under this agreement.
- 13. Force Majeure.** Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party ("Force Majeure"). Force Majeure does not include economic or market conditions, which affect a party's cost, but not its ability to perform. The party invoking Force Majeure shall give prompt, timely and adequate notice to the other party, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.
- 14. Independent Contractor.** This MOA shall not be construed as creating an employer/employee relationship, partnership, joint enterprise, or a joint venture between the parties. STDC and Entity are independent contractors. Entity agrees and understands that the MOA does not grant to Entity or Entity employees any rights or privileges established for employees of the City.
- 15. Survival of Obligations.** All provisions of this MOA that impose continuing obligations on the parties, including but not limited to indemnity, confidentiality, and release shall survive the expiration or termination of this Agreement.
- 16. Designation of Project Managers.** The Entity designates **Juan C. Pruneda** as Project Manager or his successor in office. Entity has, within its sole discretion the right to designate or re-designate the Project Manager at any time it so deems appropriate. The Entity's Project Manager represents the interests of the City of Laredo during the term of this MOA and is the designated point of contact for the Entity. The STDC Project Manager is **David Martinez, Regional Services Planner**, or his successor in office. The STDC Regional Services Planner represents the interests of the STDC region during the term of this MOA and is the designated point of contact for the project management of the system.

- 17. Severability.** Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- 18. Prohibition against Assignment.** There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
- 19. Law of Texas.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.
- 20. Notices.** All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, or postage prepaid.

To Entity:

To STDC:

City of Laredo

Attention: Juan C. Pruneda

South Texas Regional Radio Communications

System Key Manager

Laredo, Texas 78040

David Martinez

Regional Services Planner

South Texas Development Council (STDC)

P.O. Box 2187

Laredo, Texas 78044

With a copy to: City
of Laredo

Attention: Jose C. Rivera, Director

Information Services & Telecommunications Laredo,
Texas 78040

- 21. Entire Agreement.** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.

- 22. Amendment.** Entity has prior authorization to conduct changes for less than 10% of the total budget under this agreement between Travel and related Scope of Work (SOW) total cost. Entity must submit a formal budget amendment request to STDC for budget changes that result in greater than 10% of the Entity's total approved budgets as represented in this agreement.
- 23. Confidentiality.** Any confidential information provided to or developed by the Parties in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior written approval of the Parties.
- 24. Headings.** The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
- 25. Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
- 26. Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
- 27. Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
- 28. Rule of Construction.** The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.
- 29. Immunity.** The Entity does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, officers, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

30. Legal Compliance. The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform to the requirements of such law, regulation or rule.

31. Debarment. As required by Executive Order 12549, Debarment and Suspension, and Implementation at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510 (Federal Certification), the Entity certifies that it and its principals and vendors:

32-1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court or voluntarily excluded from covered transactions by any Federal department or agency; access to debarment information can be made by going to www.epls.gov and the State Debarred Vendor List <http://www.window.state.tx.us>., or [http://www.window.state.tx.us/procurement/prog/vendor performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor%20performance/debarred);

32-2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records making false statements, or receiving stolen property;

32-3. Are not presently indicted for or otherwise civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses in paragraph 31-2 of this Agreement; and

32-4. Have not within a three-year period preceding this agreement had one or more public transaction (Federal, State, or local) terminated for cause or default; and

31-5. Where the Entity is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement.

IN WITNESS WHEREOF, the City of Laredo acting by and through its designated City Manager, and the South Texas Development Council, acting by and through its Executive Director, have executed this agreement in duplicate originals, each of equal dignity.

CITY OF LAREDO

SOUTH TEXAS DEVELOPMENT COUNCIL

Joseph Neeb

City Manager

Date: _____



Juan E. Rodriguez

Executive Director

Date: 9/30/24

ATTEST:

Mario I. Maldonado Jr.

City Secretary

APPROVED AS TO FORM:

Doanh T. Nguyen

City Attorney