

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE DENCO AREA 9-1-1 DISTRICT (“DENCO”), UNDER THE TEXAS GOVERNMENT CODE, CHAPTER 791, TO AUTHORIZE THE CITY OF DENTON'S CONTRACT USE OF DENCO’S ANNEX FOR A BACKUP EMERGENCY COMMUNICATION CENTER AND INFORMATION TECHNOLOGY SUPPORT SPACE; PROVIDING FOR A REPEALER; AND DECLARING AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to execute the Interlocal Agreement with DENCO under Chapter 791 of the Texas Government Code, a copy of which is attached hereto and incorporated by reference herein (the “Agreement”).

SECTION 2. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 3. This ordinance hereby repeals Ordinance 21-688 and the attached Agreement replaces the previous agreement attached to Ordinance 21-688.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_. This ordinance was passed and approved by the following vote [\_\_ - \_\_]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

GERARD HUDSPETH, MAYOR

ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

THE STATE OF TEXAS    )  
  )  
COUNTY OF DENTON    )

**INTERLOCAL AGREEMENT TO PROVIDE  
BACK-UP ECC, EMERGENCY  
OPERATIONS AND DATA CENTER SPACE**

This Interlocal Agreement (the “Agreement”) is entered into by and between City of Denton, Texas (“City”) and the Denco Area 9-1-1 District (“Denco”), both entities being located in whole or in part in Denton County, Texas, and hereinafter referred to collectively as the “Parties.” The Parties execute this Agreement as hereinafter provided, pursuant to Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act and Texas Government Code Chapter 418, being the Texas Disaster Act of 1975.

WHEREAS, Denco is a duly organized political subdivision of the State of Texas created pursuant to Subchapter D of Chapter 772 of the Texas Health & Safety Code engaged in providing the 9-1-1 equipment and network for emergency services for the benefit of the residents of Denton County; and

WHEREAS, City provides law enforcement, firefighting, ambulance and emergency services, and related services (collectively, the “public safety operations”) for the benefit of its residents; and

WHEREAS, Denco owns property located at 1076 Princeton Street, Lewisville, Texas 75067 known as the Denco Annex (the “Annex”); and

WHEREAS, the Annex is an ICC-500, EF-5 tornado-rated hardened facility containing a secure data center, backup Emergency Communications Center (“ECC”), and information technology support space; and

WHEREAS, City desires to locate mission critical aspects of its Information Technology operations at the Annex in order to enhance the redundancy, uninterrupted service and disaster recovery for its electronic data, communications systems, computer systems, and related hardware and software; and

WHEREAS, City desires to utilize the Annex for operations to create a high availability active/active environment or passive disaster recovery environment; and

WHEREAS, City desires to utilize the Annex as a backup facility for operations in the event of evacuation or overflow of City’s primary emergency communications center; and

WHEREAS, City desires to utilize the Annex as an alternate location for emergency coordination, command, and control functions during a declared disaster or significant emergency;

NOW, THEREFORE, in consideration of the foregoing and the mutual terms and provisions contained herein, the parties hereto agree as follows:

1. **Term.** The initial term of this Agreement shall commence as of the date the last Party executes this Agreement (the “Effective Date”) and end on the day prior to the first (1st) anniversary of the Effective Date (the “Initial Term”). After the Initial Term, this Agreement shall automatically renew for successive one (1) year periods commencing on the anniversary of the Effective Date and ending on the day prior to the next successive anniversary date of the Effective Date (each being a “Renewal Term”) unless otherwise terminated as specified herein. The Initial Term as extended by each Renewal Term shall be the “Term” of this Agreement.
2. **Emergency Use of Operational Space.** The Annex ECC workstations are equipped with 9-1-1 call-taking equipment/mapping and software. For connectivity to City equipment in the Data Center - such as computer aided dispatching server, a universal port replicator, two monitors, keyboard and mouse are provided. Subject to Denco Annex Access Procedures, a copy of which (and any future modifications thereto) will be provided to City, the Parties agree that City may access the facility and use the operational space within the Annex to support its mission critical public safety operations during an emergency, requiring the evacuation of the City’s primary emergency communications center, or if City needs to expand operational capacity. The Parties also agree the City may access the facility and use the operational space within the Annex to support the technology installed in Denco’s datacenter for mission critical non-public safety operations during an emergency impacting the City’s core datacenter and network services or as needed for maintenance and repair of the installed technology as determined in City’s own discretion in accordance with Section 9. Denco shall retain management control of the Annex and all Denco-owned equipment. In the event of a simultaneous request for multiple agencies to utilize the facilities, the Denco Executive Director will allocate space based on need and workload proportionality with priority placement on the receipt and processing of 9-1-1 calls. Denco will modify initial backup assignments as emergencies and number of agencies impacted evolve.
3. **Scheduled Use of Operational Space.** The Parties agree that any use of the facility for non-emergency activities such as disaster response training, drills, exercises and general meetings will be coordinated with Denco in advance.
4. **Utilities.** Denco will provide all public utilities and building maintenance services, including, but not limited to, water, electricity, gas, heating, air conditioning, janitorial and maintenance services (collectively, “the Utility and Maintenance Services”) during City’s use of the Annex. The Utility and Maintenance Services provided to City will be the same as those provided for Denco operations. If City desires services in addition to the Utility

and Maintenance Services, Denco approval shall not be unreasonably delayed or withheld and City shall solely bear the cost of such additional services.

5. **Fees.** City shall not be charged rent or a fee for use of the Annex pursuant to this Agreement.
6. **Equipment.** City shall be permitted to place the equipment itemized in Attachment A in the Annex data center, specifically in the space described in Attachment A. City will be responsible for the purchase, installation, operation, maintenance, and replacement of its infrastructure and equipment within the Annex. All equipment must be installed in a neat, professional manner consistent with the Data Center environment. If City desires modifications to Attachment A, subject to modifications not requiring additional space, Denco approval shall not be unreasonably delayed or withheld. Approved modifications to Attachment A must be executed as an amendment to this Agreement pursuant to paragraph 16 herein.
7. **Demarcation Points.** The Denco Annex offers two physical demarcation points for carrier network connectivity. City shall be responsible for connecting to and testing at the demarcation points. Denco will coordinate with City to determine mutually agreeable extension from the Denco demarcation points to City's equipment located in the Data Center, consistent with this Agreement and installation and materials best practices for structured cabling systems.
8. **Cabling.** City shall be responsible for connectivity of City equipment placed in the Annex from the demarcation point to the assigned cabinet. City will be responsible for the purchase, installation, operation, maintenance, and replacement of network infrastructure to City equipment in the Annex. All cables must be installed in a neat, professional manner consistent with the Data Center environment. Connectivity between the City equipment and Annex ECC (e.g. for Computer Aided Dispatching) shall be connected via multi-mode fiber to the Denco Campus Switch in the Data Center. The Denco Campus Switch provides connectivity to the specific VLAN assigned for City connectivity, as documented in Attachment A.
9. **Maintenance.** Throughout the term of this Agreement, the Parties acknowledge that City shall be solely responsible for providing oversight, maintenance, and repair of City's installed equipment and associated infrastructure. Denco shall be solely responsible for oversight, maintenance and repair of the facility including generators and UPS systems. Denco is responsible for monitoring and maintenance of sensors and monitoring devices for critical systems. For the purposes of this Agreement, the term "Associated Infrastructure" means, collectively, all City owned or leased equipment, cabling,

connectivity, and other ancillary items that are brought into any portion of the Annex at any time, and for any purpose as contemplated under this Agreement.

10. **Use of Contractors.** Subject to the provisions of this Agreement and Denco's prior approval, which approval shall not be unreasonably delayed or withheld, City may at its own option and expense enter into a contract with and designate a third-party to provide the structured cabling services on City's behalf. Third-party designees must be approved in advance by Denco, the approval of which shall not be unreasonably delayed or withheld. Denco represents that the carrier demarcation point is carrier neutral and that, subject to space availability and the applicable carrier agreeing to Denco's technical standards, Denco will accommodate access to the carrier demarcation point for the network carrier selected by the City.
  
11. **Access.** Subject to Denco Annex Access Procedures, Denco shall furnish electronic credentials for immediate access to the Annex to City's employees on a seven (7) day per week, twenty-four (24) hour per day basis, subject to compliance with such reasonable security measures established by Denco and communicated in writing to the City.
  - a. Denco shall assign City information technology staff access credentials to the Annex, the Data Center, and Common Areas.
  - b. Denco shall assign shared access credentials to City's ECC for access to the Annex, the back-up ECC, and Common Areas.
  - c. Denco shall assign individual credentials to City's public safety and emergency management command staff for access to the Annex, the back-up ECC, and Common Areas.
  - d. Traffic at each access point to the Annex is monitored through security cameras and key card access. Denco is responsible for managing, monitoring, and maintenance of all security and access control systems.
  - e. City's employees, agents, contractors, or end users who access the secure data center on City's behalf must be designated in writing in advance by City and identified to Denco. City will ensure that its authorized representatives who are involved in the installation, operation, maintenance, repair and removal of City equipment and associated infrastructure, or who are otherwise granted access to the Annex, comply with Criminal Justice Information Systems (CJIS) training and background requirements or are under constant escort by a CJIS compliant representative.
  - f. City's employees and management staff who access the Annex must possess valid city-issued identification. Such identification must be visible at all times while in the Annex. Department uniforms with names and/or badges are acceptable forms of identification.

- g. City shall immediately notify Denco upon loss of a keycard or employment termination of a person assigned access credentials.

Denco may from time to time amend the Denco Annex Access Procedures in response to changes in CJIS regulations and policies or where reasonably necessary to enhance and improve security procedures within the Annex without the requirement of amending this Agreement; provided, however, no revisions to the Denco Annex Access Procedures other than changes relating to changes in CJIS regulations and/or policies shall be effective earlier than 30 days after delivery of such changes in writing to City.

- 12. **Equipment Removal.** Denco agrees that all City owned equipment that is installed or placed at the Annex in compliance with this agreement shall not be removed, moved, or modified from its installed location or disconnected or modified or restricted in its operation by Denco except in instances where failure to immediately remove or move City's equipment will reasonably result in damage or destruction to City's or Denco's property or injury to a person. City agrees to remove or relocate equipment identified in a written notice provided by Denco to City not later than ninety (90) days after receipt of such notice, which notice shall set forth the reasons for the need to relocate and/or remove City's equipment and/or Associated Infrastructure.
- 13. **Governmental Immunity and Responsibility.** Neither Party waives any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions. Each Party shall be responsible for the acts and negligence of its own officers, employees, and agents. Each Party shall also be responsible for any property damage or bodily injury caused by their equipment located at the Annex and for any property damage or bodily injury caused by any act or omission by their officers, employees, and agents. Each Party further agrees to waive all rights of subrogation against the other Party for losses arising from work performed by either Party at the Annex.
- 14. **Limitation.** The City shall have no rights or privileges to the Annex beyond the terms and conditions stated in this agreement.
- 15. **Notices.** Except as may be otherwise specifically provided, all notices required or permitted under this Agreement shall be in writing and directed to:

City: Sara Hensley  
City Manager  
215 E. McKinney St.  
Denton, TX 76201

Denco: Gregory S. Ballentine  
Executive Director  
Denco Area 9-1-1 District  
1075 Princeton Street  
Lewisville Texas 75067

16. **Amendments.** This Agreement may be amended or modified only by written agreement of the Parties signed by an authorized representative of each Party.
17. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter hereof, and no other agreement, statement or promises relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
18. **Venue and Governing Law.** The Parties agree that if legal action is brought under this Agreement, exclusive venue shall lie in the State Courts of Denton County, Texas, and its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.
19. **Severability.** In case any one or more of the terms, sentences, paragraphs or provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other terms, sentences, paragraphs or provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained here.
20. **Counterparts.** This Agreement may be executed in multiple counterparts and shall be binding on and endure to the benefit of each Party and each counterpart shall be deemed an original for all purposes when duly authorized by the governing body of each Party and signed by such Party's duly authorized representative.
21. **Payment for Performance of Governmental Functions.** Each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.

(signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective from the last date signed and marked on this Agreement by a participating Party.

**CITY OF DENTON:**

**BY:**

\_\_\_\_\_  
Sara Hensley, City Manager

DATE SIGNED: \_\_\_\_\_

**DENCO AREA 9-1-1 DISTRICT:**

**BY:**

*Gregory S. Ballentine*  
\_\_\_\_\_  
Gregory S. Ballentine, Executive Director

DATE SIGNED: 9/13/2024

**Attachment A**

Enclosure dimensions

Width: 600mm

Depth: 1050mm

The City is assigned RU 1-12 in Enclosure C-42. The following equipment will be installed and maintained by City in the Annex:

RU	Device	MAC Address	Voltage	Cables	Power (Watt)	Heat (BTU)	Cabinet	VLAN
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								

Laptops for Computer Aided Dispatch Connectivity:

Laptop	Device	MAC Address
1		
2		
3		

Laptop	Device	MAC Address
4		
5		
6		

Original

Updated: Date \_\_\_\_\_

BY: \_\_\_\_\_, City of Denton

BY: \_\_\_\_\_, Denco

THE STATE OF TEXAS    )  
  )  
COUNTY OF DENTON    )

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WHEREAS, Denco owns property located at 1076 Princeton Street, Lewisville, Texas 75067 known as the Denco Annex (the “Annex”); and

WHEREAS, the Annex is an ICC-500, EF-5 tornado-rated hardened facility containing a secure data center, backup Emergency Communications Center (“ECC”), and information technology support space; and

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  - f. City's employees and management staff who access the Annex must possess valid city-issued identification. Such identification must be visible at all times while in the Annex. Department uniforms with names and/or badges are acceptable forms of identification.

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Denco may from time to time amend the Denco Annex Access Procedures in response to changes in CJIS regulations and policies or where reasonably necessary to enhance and improve security procedures within the Annex without the requirement of amending this Agreement; provided, however, no revisions to the Denco Annex Access Procedures other than changes relating to changes in CJIS regulations and/or policies shall be effective earlier than 30 days after delivery of such changes in writing to City.

- 12. **Equipment Removal.** Denco agrees that all City owned equipment that is installed or placed at the Annex in compliance with this agreement shall not be removed, moved, or modified from its installed location or disconnected or modified or restricted in its operation by Denco except in instances where failure to immediately remove or move City's equipment will reasonably result in damage or destruction to City's or Denco's property or injury to a person. City agrees to remove or relocate equipment identified in a written notice provided by Denco to City not later than ninety (90) days after receipt of such notice, which notice shall set forth the reasons for the need to relocate and/or remove City's equipment and/or Associated Infrastructure.
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215 E. McKinney St.  
Denton, TX 76201

Denco: Gregory S. Ballentine  
Executive Director  
Denco Area 9-1-1 District  
1075 Princeton Street  
Lewisville Texas 75067

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21. **Payment for Performance of Governmental Functions.** Each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.

(signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective from the last date signed and marked on this Agreement by a participating Party.

**CITY OF DENTON:**

**BY:**

\_\_\_\_\_  
DATE SIGNED: \_\_\_\_\_  
Sara Hensley, City Manager

**DENCO AREA 9-1-1 DISTRICT:**

**BY:**

*Gregory S. Ballentine* \_\_\_\_\_ DATE SIGNED: 9/13/2024  
Gregory S. Ballentine, Executive Director

**Attachment A**

Enclosure dimensions

Width: 600mm

Depth: 1050mm

The City is assigned RU 1-12 in Enclosure C-42. The following equipment will be installed and maintained by City in the Annex:

RU	Device	MAC Address	Voltage	Cables	Power (Watt)	Heat (BTU)	Cabinet	VLAN
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								

Laptops for Computer Aided Dispatch Connectivity:

Laptop	Device	MAC Address
1		
2		
3		

Laptop	Device	MAC Address
4		
5		
6		

Original

Updated: Date \_\_\_\_\_

BY: \_\_\_\_\_, City of Denton

BY: \_\_\_\_\_, Denco