

INTERLOCAL AGREEMENT FOR OPERATIONS AND MAINTENANCE OF THE COMBINED EMERGENCY COMMUNICATIONS CENTER

STATE OF TEXAS §
COUNTY OF HAYS §

This Interlocal Agreement (the Agreement) is between Hays County, a political subdivision of the State of Texas (“County”), the City of Kyle, Texas (“Kyle”), and the City of Buda, Texas (“Buda”). The above-named parties are sometimes collectively referred to as the “Parties” or individually referred to as the “Party”. Each Party is acting through its respective duly authorized officers or employees.

RECITALS

The Parties, consisting of multiple governmental entities within Hays County, have formed a coalition to deliver nationally-recognized emergency communication services by working together in a spirit of cooperation, trust, dedication, honesty, commitment, and accountability. This coalition desires to maintain a role as leaders in the delivery of emergency communication services by ensuring that the communication center and its systems are cost effective, sustainable, reliable, technologically innovative, and support the needs of the users and the community by entering into this Agreement.

This Agreement is to provide for the organizational structure and funding for operation and maintenance of a Combined Emergency Communications Center (CECC) which will include the Hays County Emergency Communications Department, City of Kyle Emergency Communication Department, Emergency Communication Services for the City of Buda Police Department, and associated systems, all or portions of which will be located in the CECC. To date, Hays County has developed the CECC by providing a site and designing the CECC within a new Public Safety facility

NOW, THEREFORE, in consideration of the mutual covenants herein the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The above Recitals are incorporated herein for all purposes.

2. Term of Agreement. The term of this Agreement is for thirty (30) years, each year commencing on October 1st, which is the beginning of each Party’s fiscal year. The first year of this Agreement shall commence on the date the last Party executes this Agreement (the “Effective Date”) and will end on September 30, 2017.

3. Definitions.

BPD means Buda Police Department.

Budget means the applicable portion of the Operating Budget or Capital Budget, except where expressly stated otherwise.

Capital Funds means funds budgeted and paid by the parties for Capital Costs that may or may not be spent during the fiscal year in which they were paid.

Capital Improvement Plan means a plan reviewed yearly that includes expected planned additions, repairs, replacement, or upgrades to the CECC and the CECC Systems. The Capital Improvement Plan may include Capital Costs to be budgeted over multiple years. The planned Capital Costs should be included in each yearly Budget per the Capital Improvement Plan.

Combined Emergency Communications Center (CECC) means the integrated and coordinated combined emergency communications center, inclusive of the CECC portions of the Facility, CECC structures on and around the Facility at the Site, as well as the CECC Systems on and within the Facility.

CECC Program means the Combined Emergency Communications Center Program, which includes the CECC, the Shared Employees, and all of the CECC Systems housed and managed within the Facility.

Costs are defined below by category and types of costs, and are included on the estimated Preliminary Budget, **Exhibit A**, and the estimated Budget, **Exhibit B**. Costs, especially those for certain CECC Systems, may be reduced by revenue from entities not a party to the Agreement before they are included in the Budget.

Agency Specific Costs means all costs each Party must annually budget to pay all costs associated with any Agency Specific Systems it operates out of the CECC Facility, including Agency Specific Employee Costs.

Buda/Hays Personnel and Support Costs means those Costs shared by the City of Buda and Hays County for Hays County dispatch personnel and support of that personnel.

Personnel Costs means regular wages, stability pay, insurance, FICA, Medicare, and retirement contributions.

Capital Costs means all costs associated with any additions, repairs, replacement, or upgrades to the CECC and the CECC Systems it supports after initial construction of the CECC or CECC Systems is completed. Certain Capital Costs, especially those included in the Capital Improvements Plan and greater than \$100,000, may be partially funded in a multi-year plan.

Operating Costs means all costs incurred to occupy and use the Facility, including without limitation, Commodities Costs, Contractual Costs, Personnel Costs, and CECC System Costs, and further including building system services, utility costs, custodial services, grounds maintenance, security, and the normal, periodic maintenance, running, servicing, inspecting, parts replacement and repair, and other similar activities that are intended to keep the Facility and CECC Systems functioning efficiently, maintain the useful life of the assets, and reduce the probability of failures. All Operating Costs must be included in each annual Budget.

CECC Systems Costs means all costs to operate or upgrade the CECC Systems including hardware, and software licenses, training, support, and costs associated with maintenance contracts.

Commodities Costs means all costs associated with outright purchase of goods and services, such as; office supplies, computer supplies; computer software, tools and minor equipment; and minor computer hardware.

Contractual Costs means all costs associated with setting up contracts to supply goods and services, such as rental of copy machines, vending machines, Facility insurance and content insurance for CECC Systems, equipment maintenance, security services, utilities, and telephone system costs.

Facility Space Costs means the costs associated with any party's use of space within the facility. Rates for Facility Space Costs associated with the various portions of the facility will be governed by lease agreements between a Party and Hays County. If only one Party's use of facility space requires a lease, the rates for portions of the facility included in that lease will be used to calculate Facility Space Costs for any other Party.

Hays County CECC Management and Administrative Services Costs means those Hays County costs associated with providing management and administrative services, which will be reimbursed as if Hays County were a third-party vendor of those services, and nor otherwise included as a Cost herein, (e.g. facility maintenance, janitorial services, etc.)

Program Shared Personnel and Support Costs means those Costs shared by all Parties for personnel and support of that personnel that benefit the entire Program.

Day, unless otherwise described, means calendar day.

Employees are either "Shared Employees" or "Agency Specific Employees" for purposes of this Agreement.

Agency Specific Employees means those employees employed directly by a Party at the CECC Facility, excluding Shared Employees.

Shared Employees means those employees employed by Hays County at the CECC Facility and whose salary is funded by contributions from all Parties through the Budget process.

Executive Board Bylaws means the Bylaws approved by the Parties to provide a framework for operation and management of the CECC Program by the Executive Board.

Facility the Public Safety Facility, which will include the CECC, owned by and under the direct control of Hays County at 712 South Stagecoach Trail in San Marcos, Texas.

Exclusive Facility Space means that portion of the Facility designed for use by only one of the Parties as shown on the attached and incorporated **Exhibit C**.

Shared Facility Space means that portion of the Facility designated for common and general use by any Party as shown on **Exhibit C**.

General Facility Space means that portion of the Facility designated for use by, or support of, all users of the Facility as shown on **Exhibit C**.

Exhibit C will be amended to change the location and/or proportion of Exclusive and Shared Facility Space to reflect the changes if a Party enters into a Lease or amends a Lease with Hays County, and it becomes effective when all relevant Parties execute the Lease, or all Parties execute the Lease Amendment, whichever is applicable.

Fiscal year means the fiscal year beginning October 1 and ending September 30 of the following calendar year.

Hays County means Hays County, a political subdivision of the State of Texas.

Hays County Emergency Communications Department means the department responsible for providing emergency communication and dispatching services for the following agencies; HCSO, Hays County Constable Offices, North Hays Fire Department, Wimberley Fire Department, Wimberley EMS, Buda Police Department, Buda Fire/EMS Department, Chisolm Trail Fire Department, South Hays Fire Department, and San Marcos Hays County EMS.

HCSO means Hays County Sheriff's Office.

KPD means Kyle Police Department.

Lease means a lease between Hays County and another Party for the use of space within the Facility.

Preliminary Operating Phase means the timeframe which begins on the first day of operation and ends on September 30th following two complete fiscal years. For example, if the CECC becomes operational on June 1, 2019, the Preliminary Operating Phase will end on September 30, 2021.

Remaining Parties means those Parties to this Agreement who remain committed to this Agreement in the event one or more Parties withdraw. “Parties” is defined on page one of this Agreement.

Site means that portion of the land at 712 South Stagecoach Trail in San Marcos, Texas, owned by Hays County, being developed for a Public Safety Facility owned by and under the direct control of Hays County which will include the CECC.

Standard Operating Procedures means the procedures that govern the day-to-day management and operation of the CECC Program.

Systems used individually and in the singular mean each System, and used collectively and in the plural means all Systems defined immediately below and governed by this Agreement. Systems may be added, altered, superseded, or removed from this Agreement by amendment.

Agency Specific System means a System that is operated by one Party solely for that Party’s use, including but not limited to, printers, copiers, computers, telephones, communication devices such as a mobile vehicle radio or portable hand-held radio, equipment installed in agency vehicles, Records Management Systems, and all other CECC equipment not used by Shared Employees and that does not use Shared Employees to support any portion of the System. Various Agency Specific Systems required by a Party in order for that Party to participate in the CECC Program may be provided by Hays County under the terms of a separate agreement; however once received by the Party, that equipment shall become owned and maintained by the Party as an Agency Specific System.

CECC System means a System that is operated by one or more of the Parties, including but not limited to dispatch consoles, servers, Computer Aided Dispatch, and other equipment that is used by Shared Employees and/or uses Shared Employees to support that System. All CECC Systems, initially purchased or installed for use by the CECC Program, or purchased, installed, or utilized by the CECC Program at a later time, shall be owned and accounted for by Hays County.

Regional Trunked Voice Radio System (Radio) means a regional trunked radio system that will provide total inter-departmental communication capability between all agencies utilizing the new network, portable radio coverage throughout Hays County and surrounding areas, adequate capacity to meet long-term needs, survivability during adverse weather conditions, and secure communication with limited unauthorized access to sensitive information.

Computer Aided Dispatch System (CAD) means a regional system to be used by multiple governmental agencies in Hays County for sharing data. CAD Interfaces with 9-1-1 call taking systems and Records Management Systems.

Records Management System (RMS) means an incident reporting system which also allows for management of data relating to warrants, investigation, personnel, fleet, facilities, and other business needs specific to an agency, integrated with the Computer Aided Dispatch System and accessible to law enforcement agencies of other municipal and governmental entities.

9-1-1 System (911) means the three-digit emergency telephone number that provides citizens a direct link to Police, Fire, or Emergency Medical Service personnel. Calls to 9-1-1 are automatically routed to the primary and secondary Public Safety Answering Points (PSAPs) and answered by 9-1-1 call-takers who may dispatch, transfer, or relay the information.

4. Purpose. The purpose of this Agreement is to establish an operational and management structure to provide authority to participants for ongoing administration and management of the CECC Program, including establishing an organizational structure and funding process.

The governance flowchart attached as **Exhibit D** shows the operational and management structure in place on the Effective Date. **Exhibit D** can be amended upon unanimous vote of the Parties. The Parties have developed suggested objectives and performance measures, attached as **Exhibit E**. **Exhibit E** can be amended by a majority vote of the Advisory Board, and the new **Exhibit E** will become effective upon the date of the vote to amend **Exhibit E**. The CECC Program will be organized and operated in accordance with all applicable Laws.

5. Executive Board.

5.01 Purpose and Duties. The Executive Board shall:

- (i) Annually approve a draft CECC Budget and recommend approval of the Budget to the governing bodies of the Parties.
- (ii) Adopt policies and Standard Operating Procedures for the CECC Program and assist in the resolution of CECC Program issues. With input from the Advisory Board and the PSAP Management Board, the Board will govern the CECC Program. The Board will make final decisions regarding the management of CECC Program resources including the Shared Employees. However, if there is any conflict between the Standard Operating Procedures and management practices adopted by the Board and the personnel practices and policies of Hays County, then the personnel practices and policies of Hays County control as they impact Shared Employees.
- (iii) Adopt protocols regarding the access, usage, and security of all CECC Systems and data and adopt test strategies for CECC Systems and upgrades including the development of test environments. Develop measures ensuring any Agency Specific System and related data can only be accessed by authorized personnel of the agency which owns or controls the system or other non-agency personnel which has been given formal permission in compliance with CECC Program and/or agency specific policies.

- (iv) Resolve conflicts between the policies and procedures of agency(ies) represented on the Advisory Board and those of the CECC Program or between any agency(ies) represented on the Advisory Board and any Employee(s) that are not resolved by a consensus of the Advisory Board.
- (v) Examine the apportionment of CECC Costs between the Parties and recommend any adjustments needed to reflect the beneficial use of the CECC Program by each Party. Multiple cost allocation methods may be used for different types of Costs to ensure equitable financial responsibility for the CECC Program and CECC Systems. The Budget will reflect the cost allocation method(s) adopted by the Executive Board
- (vi) Approve a Capital Improvements Plan detailing Capital Costs included in the Budget which may be funded over multiple years.
- (vii) Operate and manage the CECC Program in accordance with the Executive Board Bylaws.

5.02 Composition. The Executive Board will be composed of the following members: two members of the Hays County Commissioners Court, the city manager of Kyle (or designee), one member of the Kyle City Council, the city manager of Buda (or designee), one member of the Buda City Council, and a representative who shall be an appointed commissioner of an Emergency Services District and shall be mutually selected by a majority of the ESDs of Hays County. Four Members of the Executive Board constitutes a quorum to conduct business.

5.03 Meeting Requirements. The Executive Board shall meet at least quarterly, however special meetings may be called. Board Members shall be provided at least fourteen (14) calendar days' notice of a meeting, unless emergency or public calamity warrants waiver of the notice requirement.

5.04 Terms. All Executive Board members serve at the pleasure of their appointing governing body or agency. The Executive Board's ESD representative shall serve for a term of two (2) years and may not be appointed from the same ESD for two (2) consecutive terms.

5.05 Chairman and Secretary. The Chairman and a Secretary will be elected annually by the Executive Board. A seated Chairman or Secretary shall continue to hold office past his or her term until reappointment or until a replacement appointment is made.

5.06 Procedures at Meetings. The Chairman or a majority of the members may call meetings of the Executive Board. The Chairman will preside at the meetings and the Secretary will act in the absence of the Chairman. No action may be taken by the Executive Board without a quorum present. Any member may place items on the Executive Board's meeting agenda by submitting the item to the Chairman at least ten (10) calendar days before the next meeting. The Chairman shall submit the agenda to the members no later than seven (7) calendar days before the meeting. Each member shall have one vote. A majority vote of the quorum present at a meeting is required to authorize any action or determination by the Executive Board, except for those actions

specified in this Agreement or the Executive Board Bylaws that require a four-fifths vote of all members of the Executive Board.

5.07 Executive Board Bylaws. The Parties will approve Bylaws which will govern the activities of the Executive Board. The Bylaws may not contain any provision that contradicts this Agreement. The Bylaws and any amendments to the Bylaws must be approved by all Parties.

6. Advisory Board.

6.01 Purpose and Duties. The Program will be facilitated by an Advisory Board, which shall:

- (i) Review and provide input on Standard Operating Procedures related to the operation and maintenance of the CECC Program.
- (ii) Review and provide input on protocols regarding access, usage, testing and security of all CECC Systems, Agency Specific Systems, and the management of associated data.
- (iii) Make recommendations regarding staffing levels and staffing duties.
- (iv) Recommend upgrades to, or replacement of, CECC Systems through the development of a Capital Improvements Plan which shall be approved by the Executive Board.
- (v) Organize special temporary or standing committees comprised of members representing; the Parties, the Advisory Board, or any other agency or entity that may facilitate effective operation of the CECC Program or that participates in a CECC System.
- (vi) Address conflicts between the policies and procedures of agency(ies) represented on the Advisory Board and those of the CECC Program, or between any agency(ies) represented on the Advisory Board and any Employee(s). If a consensus can be reached, the PSAP Management Board will implement the decision of the Advisory Board. If no consensus can be reached, the matter will be referred to the Executive Board and scheduled for action at their next Board meeting or a specially called Executive Board meeting, if necessary.

6.02 Composition. The Advisory Board will be comprised of thirteen (13) members, who will be executive-level management representing each of the following agencies:

Hays County Sheriff's Office
Hays County Constable Offices
Kyle Police Department
Kyle Fire Department
North Hays Fire Department
Wimberley Fire Department
Wimberley EMS
Buda Police Department
Buda Fire/EMS Department

Chisolm Trail Fire Department
South Hays Fire Department
San Marcos Hays County EMS
Hays County Office of Emergency Management

The designated members and/or designees are shown on the attached **Exhibit F**. Notice of a change in designated members or designees by a Party may be made by sending written notice of the newly designated member(s)/designee(s) to the other Parties. Each agency or agency category listed above will be entitled to one representative on the Advisory Board.

6.03 Meeting Requirements. The Advisory Board will meet at least quarterly.

6.04 Terms. The appointing Party will determine the term of each member. All Advisory Board members serve at the pleasure of their appointing agency.

6.05 Chairman, Vice-Chairman, and Secretary. A Chairman, Vice Chairman and Secretary will be elected annually by the Advisory Board. A seated Chairman, Vice Chairman, or Secretary shall continue to hold office past his or her term until reappointment or until a replacement appointment is made. The Chairman (or the Chairman's designee) will represent the Advisory Board at meetings of the Executive Board.

7. Staffing and Operations.

7.01 PSAP Management Board. The PSAP Management Board will be comprised of the Hays County Emergency Communications Director and the City of Kyle Emergency Communications Director. The PSAP Management Board shall manage the day-to-day operations of the CECC Program. As individual representatives of their agencies, the Kyle Emergency Communications Director and the Hays County Emergency Communications Director will operate within their respective command structures and supervise their Agency Specific Employees in accordance with their agency's policies and procedures; however operational management of the CECC Program which includes the Shared Employees will follow the Standard Operating Procedures and management practices adopted by the Executive Board and the governance established by this Agreement and the Executive Board Bylaws. If and when this Agreement or the Executive Board Bylaws conflict with the Standard Operating Procedures and management practices adopted by the Executive Board, this Agreement and the Executive Board Bylaws shall prevail.

7.02 Duties of the PSAP Management Board. The PSAP Management Board shall:

- (i) Coordinate Advisory Board meetings.
- (ii) Maintain minutes of meetings and CECC Program records.

- (iii) Make recommendations to the Advisory Board and Executive Board on Standard Operating Procedures and management of the CECC Program which includes the Shared Employees.
- (iv) Make recommendations to the Advisory Board and Executive Board on protocols regarding access, usage, testing, and security of all CECC Systems, Agency Specific Systems, and the management of associated data.
- (v) Provide the first level of administrative dispute resolution.
- (vi) Be empowered by the all Parties to this Agreement to make decisions regarding each Director's respective day-to-day operational issues, including making expenditures for budgeted items in accordance with CECC annual Budget.
- (vii) Negotiate service level agreements, or equivalent agreements, with the Parties upon written request, including such agreements with Party's departments or divisions, these service level agreements will include, but not be limited to, operating service level agreements between other operating agencies, or departments thereof, which must be agreed to by all involved parties.
- (viii) Provide quarterly service level reports to the applicable Parties, which reports will be used to review services, staff, resource requirements, and cost allocations.
- (ix) Provide quarterly budget reports.
- (x) Immediately request an Executive Board meeting and provide a special budget report to determine how to fund any unanticipated expenditure or how to reduce budgeted expenditures.
- (xi) Call meetings of the Advisory Board Members to facilitate decision-making about the CECC Program. If conflicts arise between the policies and procedures of agency(ies) represented on the Advisory Board and those of the CECC Program, or between any agency(ies) represented on the Advisory Board and any Employee(s), the PSAP Management Board will present the conflict at a meeting of the Advisory Board. If a consensus can be reached, the PSAP Management Board will implement the decision of the Advisory Board. If no consensus can be reached, the matter will be referred to the Executive Board and scheduled for action at their next Board meeting or a specially called Executive Board meeting, if necessary.
- (xii) Coordinate long range planning goals, including the development of a Capital Improvements Plan, with the Advisory Board for approval by the Executive Board.
- (xiii) Provide annual reports targeting the suggested objectives and performance measures shown on **Exhibit E**.

7.03 Duties of the Hays County Emergency Communications Director. The Hays County Emergency Communications Director shall:

- (i) Supervise the Shared Employees, however, the Hays County Emergency Communications Director will not supervise, manage, or direct any non-Hays County Party's Agency Specific CECC Employees, who shall nonetheless cooperate and coordinate with the Parties' Agency Specific CECC Program Employees and the Shared Employees.

- (ii) Maintain a current copy of this Agreement, including any amendments and the most current version of all Exhibits, together with copies of the most current versions of any subsequently developed additional operating procedures or standards, the Lease, all other CECC Program or System related Interlocal Agreements, all related plans, specifications, equipment information and warranties, all other related contracts, and Budget documents.
- (iii) Become involved in a non-Hays County Party's Agency Specific Program operations only to the extent that issues cross boundaries between Parties or Systems, and the issues cannot be otherwise resolved. Maintain job descriptions for the Shared Employees.

7.04 Shared Employees. Hays County will provide the Shared Employees to conduct the day-to-day activities for the CECC Program. The Shared Employee job descriptions may be modified by a recommendation of the Advisory Board and approved by a majority vote of the Executive Board, or by an independent majority vote of the Executive Board. The number and types of employees ("FTE") that will constitute the initial Shared Employee staffing required to operate the CECC Program are set out in attached **Exhibit H**, which may be amended annually by approval of the Executive Board to provide for any changes in the numbers and types of FTEs shown in the Budget. The amended **Exhibit H** will be effective upon Budget Approval by each Party. The total costs of the Shared Employees will be included in each Hays County fiscal year budget. Beginning with the fiscal year following completion of the Preliminary Operating Phase, Hays County will be reimbursed for a portion of the cost of the Shared Employees by the other Parties, in accordance with the Budget.

7.05 Operating Procedures. The PSAP Management Board shall prepare Standard Operating Procedures to govern the day-to-day management and operation of the Facility, CECC Systems and Shared Employees. The PSAP Management Board will submit Standard Operating Procedures to the Advisory Board for review and to the Executive Board for approval. The PSAP Management Board and the Advisory Board will periodically review the Standard Operating Procedures and recommend any reasonably necessary changes for approval. The PSAP Management Board will also monitor implementation and compliance with the Standard Operating Procedures. If there is any conflict between the Standard Operating Procedures and the personnel practices and policies of Hays County, then the personnel practices and policies of Hays County control as they impact Shared Employees.

8. Budget.

8.01 Annual Operating Budget. The PSAP Management Board shall prepare an annual CECC Program operating budget ("Operating Budget") on a fiscal year basis for review and approval by the Executive Board. The Operating Budget must provide for all Costs associated with operating the Facility and CECC Program.

8.02 Annual Capital Improvements Budget. The PSAP Management Board shall prepare an annual CECC Program capital improvements budget ("Capital Improvements

Budget”) on a calendar year basis for review and approval by the Executive Board. While a Capital Improvements Budget will be recommended annually, a Capital Improvement Plan may provide for the funding of certain Capital Improvement Costs over multiple years.

8.03 Budget Format and Procedure. The estimated Preliminary Budget (**Exhibit A**) for the fiscal years and any partial fiscal year during the Preliminary Operating Phase and the estimated Budget (**Exhibit B**) for the fiscal years following completion of the Preliminary Operating Phase are expressly approved by the Parties as to form upon execution of this Agreement. The budgets include expected costs as of the effective date of this agreement. Actual budgeted costs will be determined through the budget process for each fiscal year. Each proposed annual Budget must be submitted to the Executive Board by June 1st of each year. Upon at least a four-fifths vote of all members of the Executive Board, the Budget will be recommended for adoption by each Party's respective governing body, as applicable.

8.04 Budget Approval and Expenditures. The Budget is subject to the approval of all Parties. The Budget will become effective once the governing body of each Party has adopted an annual budget that includes all of that Party's Costs. Each newly adopted Budget will replace **Exhibit B**. After the Budget has been approved and funded by the Parties, Hays County is authorized to incur costs and expenses in accordance with the Budget. Any amendment to the Budget must be approved by a four-fifths vote of all members of the Executive Board. Any costs or expenses to be incurred in excess of the total approved and funded Operating or Capital Budget amount will require additional Budget approval and funding by all Parties.

8.05 Cost Allocation. The Parties will pay for the percentages of costs allocated for the Budget shown on **Exhibit B**, as it may be amended. There may be multiple allocation methods, depending on the nature of the cost. Initially, costs will be allocated by calculating each Party's pro rata percentage of 911 calls and calls for service. During the Preliminary Operating Phase, data will be collected that can be used to amend the cost allocation percentages and/or determine more appropriate criteria that may be used to allocate costs. The initial percentages are calculated in **Exhibit G** and used in the Preliminary Budget, **Exhibit A**, as well as **Exhibit B**. Cost allocation percentages and methods may be amended by a four-fifths-vote of all members of the Executive Board in the same manner as **Exhibit B**. Any costs or expenses to be incurred by any Party(ies) in excess of the total approved and funded Operating or Capital Budget amount due to a change in the Cost Allocation percentage or method will require additional Budget approval and funding by the Party(ies).

8.06 Payments. On an annual basis, the Parties will be invoiced equal, quarterly installments for their respective portion of expenditures approved in the Budget. The first quarterly payment will be due on December 31, the second quarterly payment will be due on March 31, the third quarterly payment will be due on June 30, and the final quarterly payment will be due on September 30.

- (i) Hays County must provide at least fifteen (15) calendar days prior written notice (the "Notice") of any amounts due from each Party under an invoice for Budgeted Costs to allow the Parties sufficient time to approve any disbursement of funds, as required by law.
- (ii) Each Party must approve, or dispute, payment of invoices within ten (10) business days after receipt of the invoice and provide written notice of any dispute to Hays County.
- (iii) For purposes of this **Section 8.06**, the Parties Designated Representative for receiving the invoices, statements, and reports and demanding interest earnings are as follows:

Hays County: Hays County Judge
 111 E. San Antonio St.
 Suite 300
 San Marcos, Texas 78666

The City of Kyle: City Manager
 100 W. Center St.
 Kyle, Texas 78640

The City of Buda: City Manager
 121 Main St.
 Buda, Texas 78610

Unless a different address is listed here, notices will be sent to the address listed in **Section 17.06**.

8.07 Funding. The Parties specifically acknowledge that funding for each Party's share of the CECC Budget been duly approved through that Party's annual budgeting process, is current revenue available to each funding Party, and has been approved by its governing body for the specific purpose of transfer to Hays County for expenditure in accordance with the CECC Budget and Hays County's purchasing requirements. The Parties further acknowledge that they may have their own annual "Agency Specific Costs" that are separate and in addition to the CECC Budget Costs and that the annual budget that each Party's governing body adopts will specifically include that Party's Agency Specific Costs, with sufficient additional appropriations over its allocated portion of the CECC Budget to cover those Agency Specific Costs in its annual budget.

8.08 Failure to Fund. If any Party authorizes funding at less than their allocated amount recommended by the Executive Board, at the sole discretion of the other Parties by majority vote, the CECC Budget either will be adjusted accordingly or the other Parties may agree to pay the unfunded portion. Action on a Budget adjustment or a Party's(ies') agreement to pay more must be taken within thirty (30) days after any Party's governing body adopts or otherwise authorizes expenditures for less than that Party is allocated for a future budget, or that year's CECC Budget is automatically reduced by the unfunded allocation. If the CECC Budget is automatically reduced, the Parties must promptly

revise **Exhibit B** to reflect the new Budget amount, unless the Partial Funding is resolved under **Section 8.09** below.

If any Party fails to provide any funding for its share of the CECC Budget or its Agency Specific Costs, such Party will be deemed to have provided its twenty-four (24) month notice of termination of its participation in the CECC Program and this Agreement and the Parties will follow the procedures for termination of a Party described in **Section 15**.

8.09 Partial Funding. If any Party authorizes funding at less than the amount recommended for that Party by the Executive Board, or if any Party fails to fully fund its Agency Specific Costs. (herein called the "Underfunding Party") the other Parties may take one of the following actions:

- (i) Amend the CECC Budget and then reduce CECC System services, Board representation, and voting rights to the Underfunding Party with such reductions to be consistent with the Underfunding Party's continued participation in CECC Systems, if any,
- (ii) Reduce the CECC Budget by the amount underfunded by reducing Costs, in the following priority: nonessential services to the Underfunding Party, other services deemed non-essential by the other Parties, and, only if reasonably necessary, essential services to the Underfunding Party,
- (iii) Assess the Underfunding Party an amount, which is the difference in the Underfunding Party's Budget allocation and the amount of funding provided by the Underfunding Party ("Assessment"). Each Party agrees that its future right to participate in the CECC Program is dependent upon fully funding its share of the Budget and its Agency Specific Program Costs. Therefore, the Underfunding Party shall fund the Assessment and its entire portion of the next annual Budget in its next budget cycle,
- (iv) Amend the CECC Budget by increasing the amounts paid by the other Parties based on a cost-benefit analysis of the CECC Program and CECC Systems value to those Parties with an acknowledgement of the non-quantifiable value to public safety of certain essential CECC Program services with a proportionate increase in Advisory Board representation for the Parties commensurate with the additional funding provided, or
- (v) Terminate the Underfunding Party's participation in this Agreement by following the procedure for termination of a Party, if the level of funding is deemed substantially a failure to fund by the other Parties.

9. Systems Operation. The Parties shall operate those Systems for which they are responsible or mutually agree to their integrated operation with other CECC Systems. Each Party will be responsible for the operation of any System that is funded as a part of its Agency Specific Costs. Hays County shall be responsible for the operation of the CECC Systems. Each Party shall have primary authority over all its respective Agency Specific Employees and Agency Specific Systems, if any.

10. Contracting Authority. The Parties specifically agree that Hays County will have the authority to contract on behalf of the Parties for items that have been approved in the annual CECC Budget, so long as the payments are made from available funds, using Hays County's standard purchasing processes, unless expenditure of federal funds or bond proceeds requires use of additional guidelines.

11. Accounting Records. Hays County will maintain accounting records in accordance with generally accepted accounting standards, including compliance with federal guidelines for spending federal funds or bond proceeds. Such records will be open to inspection by the Parties during reasonable business hours and will be retained for at least six (6) years. Upon three (3) days written notice, any Party may audit the records in the Facility.

12. Federal Funds and Bond Funds. If a Party utilizes Federal funds, grant funds, or bond funds to meet a portion of their financial commitment under this Agreement, the Parties agree to conduct all procurements, maintain all records, and otherwise conduct their activities in furtherance of this Agreement so as to comply with all applicable statutes, regulations, policies, and grant contract provisions necessary to qualify the CECC Program expenditures contemplated herein for Federal and/or grant program reimbursement and to avoid arbitrage penalties. Further, the Parties agree to cooperate with each other in the application for and administration of Federal funds, grants funds, or bond funds in order to maximize funding participation in the operation and maintenance of the CECC Program. Each Party intending to utilize Federal funds, grant funds, or bond funds to meet a portion of its annual financial commitment shall annually notify the other Parties when those funds are obligated to the CECC Program.

13. Amendment to Agreement. This Agreement may be amended only by a unanimous vote of the Parties. Any proposed amendment shall be directed to the Executive Board. The Board shall review the proposed amendment and provide its recommendation for consideration by the governing body of each Party.

14. Additional Parties to the Agreement. Entities which are not a Party to this agreement may become a Party only by amendment to this Agreement as defined in **Section 13** subject to the following terms and conditions:

- (i) A new party may be assigned an assessment, determined by a formula approved by the Executive Board. Any Parties incurring Capital Costs for a System shall determine the capital portion of a fee to be assessed to the new Party for any System assets and associated debt. Payment of the assessment shall be made to the Parties which previously incurred Capital Costs for those System assets in proportion to the costs paid.
- (ii) The effective date of an amendment to this Agreement for additional Parties shall occur on the first day of a fiscal year.
- (iii) Any additional Party shall be entitled to all rights and obligations of the Parties hereto and all Parties shall agree to, by amendment of this Agreement, reapportion any board(s) defined in this Agreement to accommodate the additional Party.

15. Termination.

15.01 Voluntary Termination. This Agreement may be voluntarily terminated by the agreement of all of the Parties. Further, any non-Hays County Party to this Agreement may withdraw from this Agreement and terminate its participation in this Agreement (“Terminating Party”) during the Preliminary Operating Phase, by giving six (6) months written notice prior to the conclusion of the Preliminary Operating Phase, or any time following the completion of the Preliminary Operating Phase, by giving twenty-four (24) months written notice to the Remaining Parties. The termination becomes effective on the first day after the notice period ends (“Effective Termination Date”). Such Terminating Party must continue to fund its portion of the Budget up to its Effective Termination Date and, if it does so, the Terminating Party may continue to participate in the CECC Program and CECC Systems until the Terminating Party's Effective Termination Date. However, failure of the Terminating Party to allocate and provide funding for its portion of the Budget immediately terminates their ability to continue to participate in the CECC Program and CECC Systems until the Effective Termination Date. The portion of the Budget allocated to a Terminating Party after receipt of the notice of termination may be reduced by agreement of the Remaining Parties.

15.02 Termination for Cause. The Parties may terminate the participation of any other Party for cause, including a Party's failure to fully fund or failure to pay for Budgeted Costs, after a unanimous vote of the non-defaulting Parties by delivery of a written notice of default which specifies the default under the material provisions of this Agreement and indicates that the default must be cured within thirty (30) days or the Party's interest in this Agreement will automatically terminate. Provided, however, that in the event that the defaulting Party begins to cure such default, the thirty (30) day cure period will be extended as long as the defaulting Party continues to diligently prosecute such a cure to completion. Notwithstanding the immediately preceding sentence, an Assessment under **Section 8.09** (iii) can only be cured on or before the start of the next Budget cycle after an Assessment is made to that Party.

15.03 Rights of Remaining Parties. Once the undepreciated value of the CECC Systems in which a Terminating Party participated (“System Value”) is determined, the Remaining Parties will consider alternatives, including but not limited to one of the following:

- (i) Finding another governmental entity to assume the System Value,
- (ii) Dividing the System Value proportionally among the Remaining Parties,
- (iii) Allowing one Remaining Party to assume the System Value,
- (iv) Allowing the Terminating Party to retain its System Value with the stipulation that use of the System(s) will not be made available to that Party, unless and until the Party agrees to pay its Assessment as set out in Section above, or
- (v) The Remaining Parties will provide for any payment for System Value to the Terminating Party by amendment to this Agreement.

15.04 Duties of Remaining Parties. Any Remaining Party that assumes all or part of the System Value of a Terminating Party assumes all duties and obligations related to that right. The Remaining Parties must agree on a new allocation of costs and Budget.

15.05 Voting to Exercise Rights under Section 15.04. The decision to exercise rights granted by **Section 15.03** above by the Remaining Parties will be made by the Parties. However, the Terminating Party, and all votes allocated to the Terminating Party will be excluded in determining the votes needed for the Remaining Parties to make a decision.

15.06 Effect of Termination on Remaining Parties. A termination by a Party will have no effect on a Remaining Party's right to participate in the System Value, CECC Program, Facility, or any CECC System other than the specific rights and duties set out in this section, and the continuing duty of all Remaining Parties to pay their share of Costs as Budgeted.

15.07 Rights of the Parties upon Termination or Expiration of Agreement. Upon termination or expiration of this Agreement, the non-Hays County Parties shall vacate the CECC. Within thirty (30) days after termination or expiration of this Agreement, the non-Hays County Parties shall remove their separate personal property, furniture, fixtures and equipment, including any property the removal of which may cause non-structural damage to the Facility. Any non-structural damage must be repaired within fifteen (15) business days to the reasonable satisfaction of Hays County. Hays County may enter and peacefully assume possession and may take possession by summary proceedings, or by action at law or in equity or by force or otherwise, without being liable in trespass or for any damages. The foregoing rights and remedies given to Hays County are, and will be deemed to be cumulative of any other rights of Hays County under law. The exercise of any right may not be deemed to be an election of rights. Provided, however, the Parties may then elect to continue this Agreement by mutual agreement of the Parties.

16. Dispute Resolution Process. All Parties are encouraged to work together to resolve all disputes prior to involving the Dispute Resolution Process. A dispute may be withdrawn at any time during the Dispute Resolution process.

16.01 Timeframes.

- (i) **Initial Dispute Hearing.** Any Party must first bring an issue or dispute to the PSAP Management Board for review and recommendation by delivery of a written notice to the Hays County Emergency Communications Director. Within ten (10) business days after the Hays County Emergency Communications Director receives the notice, he or she must schedule a meeting of the PSAP Management Board with the Party submitting the notice and any other appropriate Party or third party. The PSAP Management Board must provide written notice of their decision to all applicable Parties within five (5) business days after the meeting. If there is a dispute with a member of the PSAP Management Board, the notice must be given to the Vice Chair of the Advisory Board and the Advisory

Board will hear the matter and provide a written notice of their decision to all applicable Parties within five (5) business days after the meeting.

- (ii) Initial Appeal. A Party wishing to appeal the decision of the PSAP Management Board or Advisory Board, as described above, must make written notice of appeal within five (5) business days after receipt of the PSAP Management Board's or Advisory Board's written decision. The appeal will be addressed to the Vice Chairman of the Advisory Board or, in the case of an appeal from a decision of the Advisory Board, to the Executive Board, as provided below. The Vice Chair must schedule a meeting of the Advisory Board within fifteen (15) business days of receipt of the notice and provide a written recommendation to the appropriate Parties within five (5) business days after the hearing. Any appeal of the recommendation of the Advisory Board will be to the Executive Board.
- (iii) Appeal to Executive Board. Any appeal from the decision of the Advisory Board must be made by delivery of written notice of appeal to the PSAP Management Board and Executive Board within ten (10) business days after receipt of the Advisory Board's decision. The Executive Board may meet to hear the appeal or may elect to send the appeal to mediation. The Executive Board, assisted by the PSAP Management Board, will either schedule a hearing or send the appeal to mediation within twenty-five (25) business days of receipt of the notice of the appeal. Any appeal from the Executive Board's recommendation will be to a mediator as described below.
- (iv) Mediation. If Mediation shall be the method to finalize the administrative appeal process, the Parties participating in mediation will endeavor to agree on the choice of a mediator within five (5) days of the delivery of any notice of appeal or of the Executive Board's recommendation of mediation. If the Parties cannot agree on the choice of a mediator, each participating Party will choose the name of a qualified mediator. Within five (5) days after the participating Parties choose their mediators, those mediators will choose another mediator to hear the appeal. The mediator chosen must schedule mediation within twenty (20) business days after being chosen, unless the Parties to the mediation agree to a different time schedule. The mediator must provide notice of the date, time, and location of the mediation to the PSAP Management Board, who must be allowed to attend or send a designee. However if the subject matter of the mediation is a dispute with a member of the PSAP Management Board, neither the PSAP Management Board member nor a designee may attend. A member of the PSAP Management Board or their designee may otherwise participate in the mediation, and will be allowed to attend all joint sessions. The mediator must provide a written decision to the applicable Parties and the PSAP Management Board within fifteen (15) business days after the mediation. Any appeal of the decision of the mediator shall be to an appropriate court of original jurisdiction in Hays County, Texas, and shall be tried under the laws of the State of Texas.

17. Miscellaneous.

17.01 Interlocal Agreement. This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of The State of Texas and/or its charter. Each Party agrees that the compensation to be made to the other Parties as set forth in this Agreement is in an amount intended to fairly compensate each performing Party for the services or functions each provides hereunder, and are made from current revenues available to the paying Party.

17.02 No Assumption of Liability. No Party assumes the liability for the System(s) under the control of any other Party or for the actions of employees of any other Party. No Party will be responsible for the acts or omissions of any other Party regarding the use, installation, operation, maintenance or updating of any of the Systems or Equipment located within the CECC.

17.03 Immunity as a Defense. No signatory Party has agreed to waive any defense, right, immunity (including Sovereign and/or Official Immunity), or other protection under law including any statutory provision, by entering into this Agreement or otherwise participating in the Program.

17.04 Relationship of Parties. The parties acknowledge that they are not an agent, servant, or employee of any other Party, and that each Party is responsible for its own acts and deeds and for those of its agents or employees. The Parties expressly agree that this project is not a joint venture or enterprise. However, if a court should find that the Parties are engaged in a joint venture or enterprise, then the responsible Party agrees to pay any liability adjudicated against another Party for acts and deed of the responsible Party, its employees or agents.

17.05 Retention of Defenses. The Parties agree that neither this Agreement nor the operation or use of the CECC by the Parties affect, impair, or limit their respective immunities and limitations of liability to the claims of third parties, including claims predicated on premises defects.

17.06 Notices. Notices required under this Agreement must be in writing and delivered personally or sent by certified US Mail, postage prepaid, addressed to such Party at the following respective addresses:

Hays County:	Hays County Judge
	111 E. San Antonio St.
	Suite 300
	San Marcos, Texas 78666

Hays County General Counsel
111 E. San Antonio St.
Suite 202
San Marcos, Texas 78666

The City of Kyle: City Manager
100 W. Center St.
Kyle, Texas 78640

The City of Buda: City Manager
121 Main St.
Buda, Texas 78610

All notices so given must be deemed given on the date so delivered or so deposited in the mail. All Parties may change their address by sending written notice of such change to the other Parties in the manner provided for above. In **Section 8.06** above, each Party's representative may be different than the person listed above, but the address will be the same unless otherwise noted.

17.07 Assignment. This Agreement being based upon the special qualifications of each Party, any assignment or other transfer of this Agreement or any part hereof without the express consent in writing of the other Parties is void and has no effect.

17.08 Entire Agreement. The entire agreement between the Parties is contained herein and no change in or modification, termination, or discharge of this Agreement in any form whatsoever is valid or enforceable unless it is in writing and signed by duly authorized representatives of all Parties.

17.09 Prior Agreements. This Agreement supersedes any and all prior agreements regarding this subject which may have previously been made.

17.10 Severability. If any term or provision of this Agreement is, to any extent, rendered invalid or unenforceable, the remainder of this Agreement is not affected, and each other term and provision of this Agreement remains valid and enforceable to the fullest extent permitted by law.

17.11 Non-waiver. Failure of a Party to exercise any right of remedy for a breach or default of any other Party does not waive such right or remedy in the event of a subsequent breach or default.

17.12 Authority of Signatories. Each Party represents to all the other Parties that the representative signing this Agreement on any Party's behalf has been duly authorized by the governing body of that Party in compliance with Texas law.

17.13 Further Assurances. Each Party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

17.14 Exhibits. The Exhibits, which are attached hereto and described below, are incorporated herein and made a part hereof for all purposes.

Exhibit A - Estimated Preliminary Operating Budget

Exhibit B - Estimated Budget

Exhibit C - Facility Space Allocation

Exhibit D - Governance Flow Chart

Exhibit E - Suggested Objectives and Performance Measures

Exhibit F - List of each Party's Designated Members to the Advisory Board

Exhibit G - Cost Allocation

Exhibit H - Required Program FTE Staffing

Signature page follows

This Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the Parties as follows:

HAYS COUNTY

Date

By:_____
Bert Cobb, M.D.
County Judge

Attest:_____
Liz Gonzalez
County Clerk

CITY OF KYLE

Date

By:_____
Scott Sellers
City Manager

Attest:_____
Jennifer Vetrano
City Secretary

CITY OF BUDA

Date

By:_____
Kenneth Williams
City Manager

Attest:_____
Alicia Ramirez
City Secretary

Exhibit A

Estimated Preliminary Budget

(Budget for Preliminary Operating Phase)

8-25-17 DRAFT

Exhibit A-ESTIMATED PRELIMINARY CECC BUDGET

ALLOCATION	Total	Hays County	Kyle	Buda
Capital Systems Costs-CAPS	100%	61%	25%	14%
Capital Facility Costs-CAPF	100%	61%	25%	14%
CECC System Costs-SYS	100%	61%	25%	14%
Facility Space Costs-FSPACE	100%	61%	25%	14%
Commodities Costs-COMM	100%	61%	25%	14%
Contractual Costs-CONT	100%	61%	25%	14%
Hays County Mgt and Admin Costs-HCMA	100%	61%	25%	14%
Program Shared Personnel and Support Costs -PSPS	100%	61%	25%	14%
Buda/Hays Personnel and Support Costs-BHPS	100%	82%	0%	18%

CAPITAL COSTS (see Capital Improvements Plan for the description of any Costs to be budgeted over multiple years)

CAPS-Capital Systems Costs

CAPF-Capital Facility Costs

OPERATING COSTS

SYS-CECC System Costs

CAD maintenance	\$ 72,720.00	\$ 44,359.20	\$ 18,180.00	\$ 10,180.80
Server Maintenance	\$ 28,000.00	\$ 17,080.00	\$ 7,000.00	\$ 3,920.00
Backup Server Maintenance	\$ 28,000.00	\$ 17,080.00	\$ 7,000.00	\$ 3,920.00
ECC Equipment	\$ 50,000.00	\$ 30,500.00	\$ 12,500.00	\$ 7,000.00
total	\$ 178,720.00	\$ 109,019.20	\$ 44,680.00	\$ 25,020.80

FSPACE-Facility Space Costs

Shared Facility Space	\$ 45,730.00	\$ 27,895.30	\$ 11,432.50	\$ 6,402.20
General Facility Space (common, break rm, bath, etc)	\$ 18,507.00	\$ 11,289.27	\$ 4,626.75	\$ 2,590.98
Entity Exclusive Facility Space	\$ 19,900.00	\$ 12,550.00	\$ 7,350.00	
total	\$ 84,137.00	\$ 51,734.57	\$ 23,409.25	\$ 8,993.18
total	\$ 262,857.00	\$ 160,753.77	\$ 68,089.25	\$ 34,013.98

Exhibit B

Estimated Budget

(Budget for years following the Preliminary Operating Phase)

8-25-17 DRAFT

Exhibit B-ESTIMATED CECC BUDGET

ALLOCATION	Total	Hays County	Kyle	Buda
Capital Systems Costs-CAPS	100%	61%	25%	14%
Capital Facility Costs-CAPF	100%	61%	25%	14%
CECC System Costs-SYS	100%	61%	25%	14%
Facility Space Costs-FSPACE	100%	61%	25%	14%
Commodities Costs-COMM	100%	61%	25%	14%
Contractual Costs-CONT	100%	61%	25%	14%
Hays County Mgt and Admin Costs-HCMA	100%	61%	25%	14%
Program Shared Personnel and Support Costs -PSPS	100%	61%	25%	14%
Buda/Hays Personnel and Support Costs-BHPS	100%	82%	0%	18%

CAPITAL COSTS (see Capital Improvements Plan for the description of any Costs to be budgeted over multiple years)

CAPS-Capital Systems Costs

CAPF-Capital Facility Costs

OPERATING COSTS

SYS-CECC System Costs

CAD maintenance	\$ 72,720.00	\$ 44,359.20	\$ 18,180.00	\$ 10,180.80
Server Maintenance	\$ 28,000.00	\$ 17,080.00	\$ 7,000.00	\$ 3,920.00
Backup Server Maintenance	\$ 28,000.00	\$ 17,080.00	\$ 7,000.00	\$ 3,920.00
ECC Equipment	\$ 50,000.00	\$ 30,500.00	\$ 12,500.00	\$ 7,000.00
total	\$ 178,720.00	\$ 109,019.20	\$ 44,680.00	\$ 25,020.80

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Shared Facility Space	\$ 45,730.00	\$ 27,895.30	\$ 11,432.50	\$ 6,402.20
General Facility Space (common, break rm, bath, etc)	\$ 18,507.00	\$ 11,289.27	\$ 4,626.75	\$ 2,590.98
Entity Exclusive Facility Space	\$ 19,900.00	\$ 12,550.00	\$ 7,350.00	\$ -
total	\$ 84,137.00	\$ 51,734.57	\$ 23,409.25	\$ 8,993.18

COMM-Commodities Costs

Postage	\$	500.00	\$	305.00	\$	125.00	\$	70.00
Office supplies	\$	5,000.00	\$	3,050.00	\$	1,250.00	\$	700.00
total	\$	5,500.00	\$	3,355.00	\$	1,375.00	\$	770.00

CONT-Contractual Costs

Fiber	\$	5,000.00	\$	3,050.00	\$	1,250.00	\$	700.00
Insurance	\$	5,000.00	\$	3,050.00	\$	1,250.00	\$	700.00
Electric	\$	10,000.00	\$	6,100.00	\$	2,500.00	\$	1,400.00
Water/sewer	\$	5,000.00	\$	3,050.00	\$	1,250.00	\$	700.00
Cable	\$	2,400.00	\$	1,464.00	\$	600.00	\$	336.00
Phone/Communications	\$	5,000.00	\$	3,050.00	\$	1,250.00	\$	700.00
Copy machine	\$	6,000.00	\$	3,660.00	\$	1,500.00	\$	840.00
total	\$	38,400.00	\$	23,424.00	\$	9,600.00	\$	5,376.00

HCMA-Hays County Mgt and Admin Costs

Building Maintenance	\$	5,000.00	\$	3,050.00	\$	1,250.00	\$	700.00
Janitorial	\$	5,000.00	\$	3,050.00	\$	1,250.00	\$	700.00
total	\$	10,000.00	\$	6,100.00	\$	2,500.00	\$	1,400.00

PSPS-Program Shared Personnel and Support Costs

Personnel-Operations

911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18

911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
911 Call Taker	\$	54,044.13	\$	32,966.92	\$	13,511.03	\$	7,566.18
Overtime	\$	107,532.00	\$	65,594.52	\$	26,883.00	\$	15,054.48
total	\$	864,149.79	\$	527,131.37	\$	216,037.45	\$	120,980.97

Personnel-Support

IT Support Tech	\$	73,925.60	\$	45,094.62	\$	18,481.40	\$	10,349.58
total	\$	73,925.60	\$	45,094.62	\$	18,481.40	\$	10,349.58

Support

Travel	\$	5,000.00	\$	3,050.00	\$	1,250.00	\$	700.00
Training	\$	5,000.00	\$	3,050.00	\$	1,250.00	\$	700.00
total	\$	10,000.00	\$	6,100.00	\$	2,500.00	\$	1,400.00

BHPS-Buda/Hays Personnel and Support Costs

Personnel-Operations

Emergency Communications Operations Coord	\$	94,452.26	\$	77,450.86	\$	-	\$	17,001.41
Lead Emergency Comm. Officer	\$	79,708.43	\$	65,360.91	\$	-	\$	14,347.52
Lead Emergency Comm. Officer	\$	95,199.01	\$	78,063.19	\$	-	\$	17,135.82
Lead Emergency Comm. Officer	\$	76,094.16	\$	62,397.21	\$	-	\$	13,696.95
Lead Emergency Comm. Officer	\$	69,648.22	\$	57,111.54	\$	-	\$	12,536.68
Lead Emergency Comm. Officer	\$	69,863.28	\$	57,287.89	\$	-	\$	12,575.39
Emergency Communications Officer	\$	72,921.97	\$	59,796.01	\$	-	\$	13,125.95
Emergency Communications Officer	\$	58,823.33	\$	48,235.13	\$	-	\$	10,588.20
Emergency Communications Officer	\$	61,690.85	\$	50,586.50	\$	-	\$	11,104.35
Emergency Communications Officer	\$	64,277.59	\$	52,707.62	\$	-	\$	11,569.97
Emergency Communications Officer	\$	58,823.33	\$	48,235.13	\$	-	\$	10,588.20
Emergency Communications Officer	\$	64,289.54	\$	52,717.42	\$	-	\$	11,572.12
Emergency Communications Officer	\$	58,823.33	\$	48,235.13	\$	-	\$	10,588.20
Emergency Communications Officer	\$	58,823.33	\$	48,235.13	\$	-	\$	10,588.20
Emergency Communications Officer	\$	63,841.49	\$	52,350.02	\$	-	\$	11,491.47
Emergency Communications Officer	\$	58,823.33	\$	48,235.13	\$	-	\$	10,588.20
Emergency Communications Officer	\$	75,012.87	\$	61,510.55	\$	-	\$	13,502.32
Emergency Communications Officer	\$	64,056.55	\$	52,526.37	\$	-	\$	11,530.18

Emergency Communications Officer	\$	64,128.24	\$	52,585.16	\$	-	\$	11,543.08
Emergency Communications Officer	\$	61,690.85	\$	50,586.50	\$	-	\$	11,104.35
Emergency Communications Officer	\$	58,823.33	\$	48,235.13	\$	-	\$	10,588.20
Emergency Communications Officer	\$	62,216.56	\$	51,017.58	\$	-	\$	11,198.98
Emergency Communications Officer	\$	58,823.33	\$	48,235.13	\$	-	\$	10,588.20
Emergency Communications Officer	\$	61,690.85	\$	50,586.50	\$	-	\$	11,104.35
Emergency Communications Officer	\$	61,690.85	\$	50,586.50	\$	-	\$	11,104.35
Emergency Communications Officer	\$	58,823.33	\$	48,235.13	\$	-	\$	10,588.20
Emergency Communications Officer	\$	61,212.93	\$	50,194.60	\$	-	\$	11,018.33
Overtime	\$	209,090.00	\$	171,453.80	\$	-	\$	37,636.20
total	\$	2,003,363.12	\$	1,642,757.76	\$	-	\$	360,605.36

Support

Travel	\$	5,000.00	\$	4,100.00	\$	-	\$	900.00
Training	\$	7,500.00	\$	6,150.00	\$	-	\$	1,350.00
total	\$	12,500.00	\$	10,250.00	\$	-	\$	2,250.00

total	\$	<u>3,270,695.51</u>	\$	<u>2,418,866.52</u>	\$	<u>316,083.10</u>	\$	<u>535,745.90</u>
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8-25-17 DRAFT

Exhibit C

Facility Space Allocation

8-25-17 DRAFT

Exhibit C-FACILITY SPACE ALLOCATION

<u>Facility Space</u>	<u>Net Square Footage (NSF)</u>	<u>Description</u>
Entity Exclusive Facility Space-Hays County	1255	Portion of the CECC Space within the Facility that is used exclusively by Hays County
Entity Exclusive Facility Space-Kyle	735	Portion of the CECC Space within the Facility that is used exclusively by Kyle
Shared Facility Space	4573	Total CECC Space within the Facility shared by all Parties
Total CECC Space	6563	Total CECC Space within the Facility
Entire Facility	69428	Total Facility Space
% CECC to total	9.453%	Percentage of CECC space to Total Facility Space
General Facility Space	19578	Total General Facility Space accessible by the Parties or common to the entire Facility
CECC Share of General Facility Space	1851	The CECC's share of the General Facility Space accessible by the Parties or common to the entire Facility, (General Facility Space multiplied by %CECC to total)

Level	Department	Room Number	Room Name	NSF Area
LEVEL 1	ECC-HC	1314	HAYS COUNTY COMMUNICATIONS DIRECTOR	250
LEVEL 1	ECC-HC	1313	OPERATIONS MANAGER	134
LEVEL 1	ECC-HC	1303	OFFICE	103
LEVEL 1	ECC-HC	1306	HAYS COUNTY DISPATCH STATION - 12	768
Total Hays County				1255
LEVEL 1	ECC-KYLE	1312	KPD MANAGER	177
LEVEL 1	ECC-KYLE	1309	OFFICE	110
LEVEL 1	ECC-KYLE	1306	KYLE DISPATCH STATION - 7	448
Total City of Kyle				735
LEVEL 1	ECC-SHARED	1307	STORAGE SUPPLIES	203
LEVEL 1	ECC-SHARED	1310	WORKROOM	116
LEVEL 1	ECC-SHARED	1316	BREAK	153
LEVEL 1	ECC-SHARED	1222	ECC JANITOR	57
LEVEL 1	ECC-SHARED	1311	SUPER VISOR SHARED OFFICE	187
LEVEL 1	ECC-SHARED	1317	QUIET ROOM	84
LEVEL 1	ECC-SHARED	1306	SHARED STATIONS / OVERFLOW - 6	288
LEVEL 1	ECC-SHARED	1306	COMMUNICATIONS CENTER - CIRCULATION/GROWTH SPACE	2620

LEVEL 1	ECC-SHARED	1302	STAFF RR	62
LEVEL 1	ECC-SHARED	1308	HALL	526
LEVEL 1	ECC-SHARED	1315	HALL	138
LEVEL 1	ECC-SHARED	1301	HALL	139
Total Shared by All Parties				4573
LEVEL 1	BUILDING SUPPORT	1115	JANITOR	107
LEVEL 1	BUILDING SUPPORT	1126	WOMEN'S PUBLIC RESTROOM	176
LEVEL 1	BUILDING SUPPORT	1127	MEN'S PUBLIC RESTROOM	178
LEVEL 1	BUILDING SUPPORT	1401	CENTRAL STAFF BREAKROOM	879
LEVEL 1	BUILDING SUPPORT	1402	MAIN ELECTRICAL ROOM	852
LEVEL 1	BUILDING SUPPORT	1403	BUILDING MAINTENANCE WORK ROOM	374
LEVEL 1	BUILDING SUPPORT	1406	WATER SERVICE ENTRY ROOM	93
LEVEL 1	BUILDING SUPPORT	1407	FIRE WATER SERVICE ROOM	90
LEVEL 1	BUILDING SUPPORT	1408	DEMARC	84
LEVEL 1	BUILDING SUPPORT	1605	DATA CENTER	1046
LEVEL 1	BUILDING SUPPORT	1622	ELECTRICAL ROOM	149
LEVEL 1	BUILDING SUPPORT	1623	STORAGE	97
LEVEL 1	BUILDING SUPPORT	1626	WOMENS TOILET/SHOWER ROOMS	300
LEVEL 1	BUILDING SUPPORT	1627	MENS TOILET/SHOWER ROOMS	298
LEVEL 1	BUILDING SUPPORT	1631	JANITOR	51
LEVEL 1	BUILDING SUPPORT	1706	DEMARC	97
LEVEL 1	PUBLIC CIRCULATION	1101	EXIT VESTIBULE	106
LEVEL 1	PUBLIC CIRCULATION	1102	ENTRY VESTIBULE	158
LEVEL 1	PUBLIC CIRCULATION	1103	FUTURE SCREENING QUEUING	222
LEVEL 1	PUBLIC CIRCULATION	1104	FUTURE SCREENING AREA	442
LEVEL 1	PUBLIC CIRCULATION	1105	PUBLIC LOBBY / WAITING	2562
LEVEL 1	PUBLIC CIRCULATION	1111	HALL	200
LEVEL 1	PUBLIC CIRCULATION	1122	VENDING AREA	85
LEVEL 1	PUBLIC CIRCULATION	1123	HALL	348
LEVEL 1	SHARED	1106	RECORDS STAFF	320
LEVEL 1	SHARED	1107	RECORDS STORAGE	126
LEVEL 1	SHARED	1112	LARGE INTERVIEW ROOM	161
LEVEL 1	SHARED	1113	LARGE INTERVIEW ROOM	162
LEVEL 1	SHARED	1124	PUBLIC MEETING ROOM	712
LEVEL 1	SHARED	1125	PUBLIC MEETING ROOM STORAGE	98
LEVEL 1	SHARED	1220	WOMENS STAFF RESTROOMS	173

LEVEL 1 SHARED	1221	MENS STAFF RESTROOMS	174
LEVEL 1 SHARED	1304	MULTI-PURPOSE ROOM	1504
LEVEL 1 SHARED	1305	MULTI-PURPOSE STORAGE	273
LEVEL 1 SHARED	1511	WORKROOM	187
LEVEL 1 SHARED	1624	JUVENILE PROCESSING ROOM	163
LEVEL 1 SHARED	1633	MOTHERS ROOM	89
LEVEL 1 SHARED	1634	EMERGENCY RESPONSE STORAGE	356
LEVEL 1 STAFF (SECURE) CIRCULATION	1201	HALL	760
LEVEL 1 STAFF (SECURE) CIRCULATION	1405	HALL	240
LEVEL 1 STAFF (SECURE) CIRCULATION	1501	HALL	2115
LEVEL 1 STAFF (SECURE) CIRCULATION	1620	HALL	340
LEVEL 1 STAFF (SECURE) CIRCULATION	1632	HALL	724
LEVEL 1 STAFF (SECURE) CIRCULATION	1724	HALL	244
LEVEL 1 STAFF (SECURE) VERTICAL CIRC.	1121	ELEV-02	58
LEVEL 1 STAFF (SECURE) VERTICAL CIRC.	1612	ELEV-01	58
LEVEL 1 STAFF (SECURE) VERTICAL CIRC.	1613	STAIR-01	348
LEVEL 1 STAFF (SECURE) VERTICAL CIRC.	1707	STAIR-02	177
LEVEL 1 TECHNOLOGY	1601	HALL	258
LEVEL 1 TECHNOLOGY	1602	HCSO IT OFFICE	111
LEVEL 1 TECHNOLOGY	1603	MOBILE DATA / SUPPORT TECH	115
LEVEL 1 TECHNOLOGY	1604	HC IT MANAGER OFFICE	114
LEVEL 1 TECHNOLOGY	1607	IT SECURE STORAGE	199
LEVEL 1 TECHNOLOGY	1608	IT LAB WORKSHOP	225
Total General Facility			19578

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Exhibit D

Governance Flow Chart

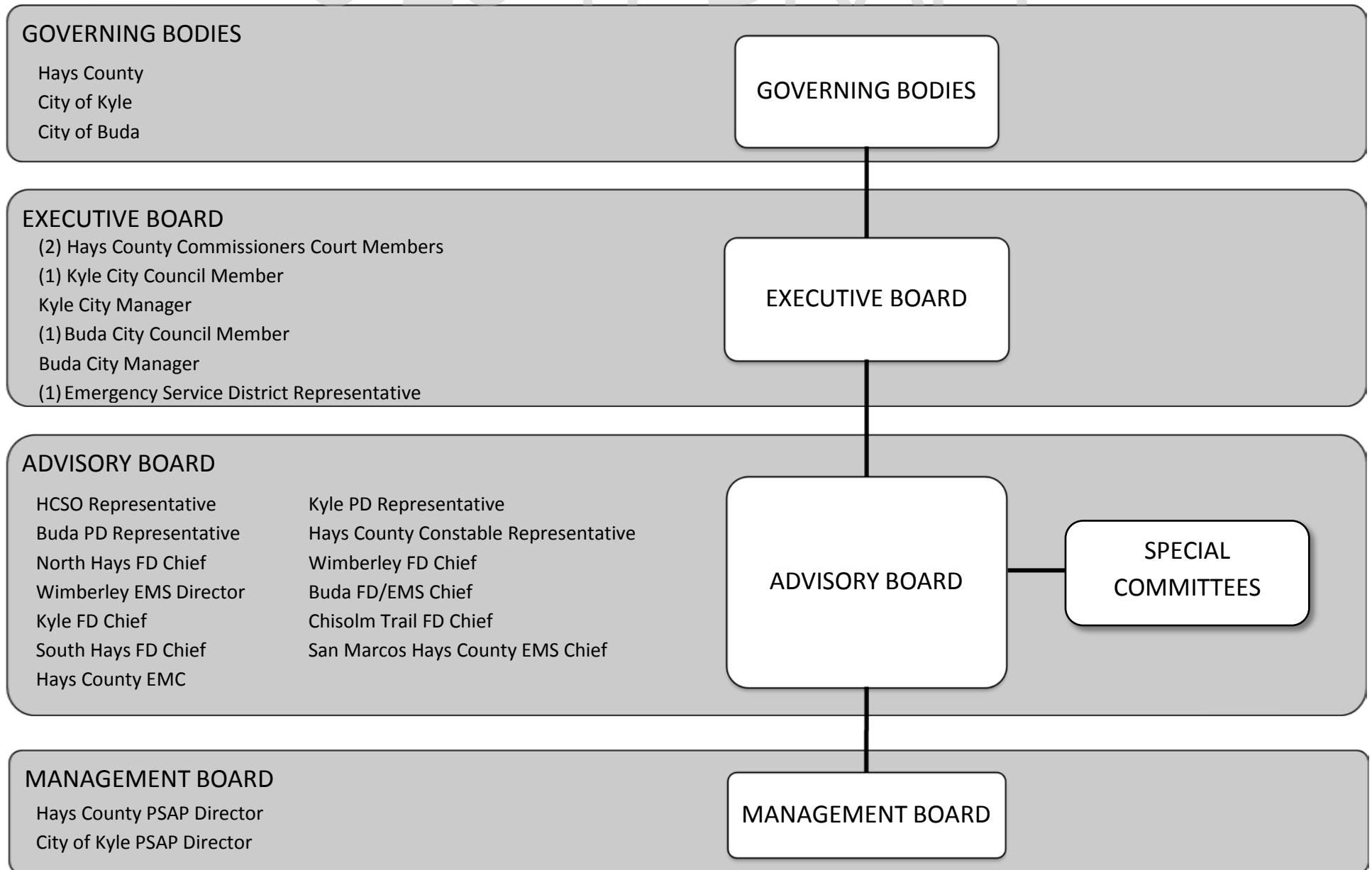


Exhibit G-COST ALLOCATION

911 Call percentage has been used to determine the cost allocations for shared expenses related to the CECC.

Data for 2016 has been provided by the HCSO and Kyle PD for each agency's total '911 Calls'. The HCSO received 53067 '911 Calls' and KPD received 17648 '911 Calls'. Since the HCSO provides services for other agencies including Buda PD and '911 Calls' are not categorized specifically for each entity, 'Calls for Service' has been used to estimate the number of HCSO '911 Calls' that can be assigned to Buda PD.

Buda PD's 12428 'Calls for Service' is 18.627% of the 66720 'Calls for Service' processed at the HCSO. This percentage is then used to estimate Buda PD's '911 Calls' equaling 9885 (18.627% of 53067). '911 Calls' for the HCSO less Buda PD is estimated at 43182 (53067 minus 9885).

911 Call History	911 calls
KPD 911 calls	17648
Total HCSO 911 calls (includes all agencies served)	53067
<u>Total 911 calls</u>	<u>70715</u>

Buda Calls for Service as part of HCSO total	Calls for Service	Percentage
Buda Calls for Service	12428	18.627%
Total HCSO Calls for Service (includes all agencies served)	66720	

911 Call Estimate	Est. 911 calls	Percentage
KPD 911 Calls	17648	25%
Est. HCSO 911 Calls (HCSO 911 less Est. Buda)	43182	61%
Est. Buda (18% of HCSO)	9885	14%

Total 911 calls **70715**

Exhibit E

Suggested Objectives and Performance Measures

Develop an organizational structure and funding strategy for the operation and maintenance of a Combined Emergency Communication Center (CECC) within the Hays County Public Safety Facility that will provide:

- Operational efficiencies in a reliable work environment through innovation and the use of shared technology and resources
- Systems and protocols for a timely and effective public safety response to citizens for the protection of life and property
- Valuable and accurate information to responders in order to facilitate the most appropriate response and maintain responder safety
- Unified critical event and emergency management operations with the ability to quickly and appropriately allocate resources and facilitate communications across all agencies

Further Objectives and detailed performance measures will be developed by the managing boards of the CECC once constituted.

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Exhibit F

Initial List of Designated Members of the Advisory Board

To be determined.

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Exhibit G

Cost Allocation

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Exhibit H

Required Program FTE Staffing

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Exhibit H-FTE STAFFING

Slot#	Title	Grade	Base Salary	Uniform Allowance	Longevity	Total Salary	FICA/Medicare	Retirement	Medical/Dental/Life Ins	Total Cost
PSPS										
Personnel-Operations										
0516-001	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-002	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-003	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-004	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-005	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-006	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-007	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-008	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-009	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-010	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-011	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-012	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-013	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
0516-014	911 Call Taker	110	\$ 35,000.00	\$ 360.00		\$ 35,360.00	\$ 2,705.04	\$ 4,183.09	\$ 11,796.00	\$ 54,044.13
	Overtime		\$ 90,000.00			\$ 90,000.00	\$ 6,885.00	\$ 10,647.00		\$ 107,532.00
Personnel-IT										
0000-001	IT Support Tech	114	\$ 52,000.00			\$ 52,000.00	\$ 3,978.00	\$ 6,151.60	\$ 11,796.00	\$ 73,925.60
BHPS										
Personnel-Operations										
0510-001	Emergency Communications Operations Coord	116	\$ 68,000.00	\$ 360.00	\$ 820.00	\$ 69,180.00	\$ 5,292.27	\$ 8,183.99	\$ 11,796.00	\$ 94,452.26
0513-001	Lead Emergency Comm. Officer	113	\$ 56,000.00	\$ 360.00	\$ 480.00	\$ 56,840.00	\$ 4,348.26	\$ 6,724.17	\$ 11,796.00	\$ 79,708.43
0513-002	Lead Emergency Comm. Officer	113	\$ 68,000.00	\$ 360.00	\$ 1,445.00	\$ 69,805.00	\$ 5,340.08	\$ 8,257.93	\$ 11,796.00	\$ 95,199.01
0513-003	Lead Emergency Comm. Officer	113	\$ 53,000.00	\$ 360.00	\$ 455.00	\$ 53,815.00	\$ 4,116.85	\$ 6,366.31	\$ 11,796.00	\$ 76,094.16
0513-004	Lead Emergency Comm. Officer	113	\$ 48,000.00	\$ 360.00	\$ 60.00	\$ 48,420.00	\$ 3,704.13	\$ 5,728.09	\$ 11,796.00	\$ 69,648.22
0513-005	Lead Emergency Comm. Officer	113	\$ 48,000.00	\$ 360.00	\$ 240.00	\$ 48,600.00	\$ 3,717.90	\$ 5,749.38	\$ 11,796.00	\$ 69,863.28
0515-001	Emergency Communications Officer	111	\$ 50,000.00	\$ 360.00	\$ 800.00	\$ 51,160.00	\$ 3,913.74	\$ 6,052.23	\$ 11,796.00	\$ 72,921.97
0515-002	Emergency Communications Officer	111	\$ 39,000.00	\$ 360.00		\$ 39,360.00	\$ 3,011.04	\$ 4,656.29	\$ 11,796.00	\$ 58,823.33
0515-003	Emergency Communications Officer	111	\$ 41,400.00	\$ 360.00		\$ 41,760.00	\$ 3,194.64	\$ 4,940.21	\$ 11,796.00	\$ 61,690.85
0515-004	Emergency Communications Officer	111	\$ 43,300.00	\$ 360.00	\$ 265.00	\$ 43,925.00	\$ 3,360.26	\$ 5,196.33	\$ 11,796.00	\$ 64,277.59
0515-005	Emergency Communications Officer	111	\$ 39,000.00	\$ 360.00		\$ 39,360.00	\$ 3,011.04	\$ 4,656.29	\$ 11,796.00	\$ 58,823.33
0515-006	Emergency Communications Officer	111	\$ 43,300.00	\$ 360.00	\$ 275.00	\$ 43,935.00	\$ 3,361.03	\$ 5,197.51	\$ 11,796.00	\$ 64,289.54
0515-007	Emergency Communications Officer	111	\$ 39,000.00	\$ 360.00		\$ 39,360.00	\$ 3,011.04	\$ 4,656.29	\$ 11,796.00	\$ 58,823.33
0515-008	Emergency Communications Officer	111	\$ 39,000.00	\$ 360.00		\$ 39,360.00	\$ 3,011.04	\$ 4,656.29	\$ 11,796.00	\$ 58,823.33
0515-009	Emergency Communications Officer	111	\$ 43,200.00	\$ 360.00		\$ 43,560.00	\$ 3,332.34	\$ 5,153.15	\$ 11,796.00	\$ 63,841.49
0515-010	Emergency Communications Officer	111	\$ 39,000.00	\$ 360.00		\$ 39,360.00	\$ 3,011.04	\$ 4,656.29	\$ 11,796.00	\$ 58,823.33
0515-011	Emergency Communications Officer	111	\$ 51,600.00	\$ 360.00	\$ 950.00	\$ 52,910.00	\$ 4,047.62	\$ 6,259.25	\$ 11,796.00	\$ 75,012.87
0515-012	Emergency Communications Officer	111	\$ 43,300.00	\$ 360.00	\$ 80.00	\$ 43,740.00	\$ 3,346.11	\$ 5,174.44	\$ 11,796.00	\$ 64,056.55
0515-013	Emergency Communications Officer	111	\$ 43,300.00	\$ 360.00	\$ 140.00	\$ 43,800.00	\$ 3,350.70	\$ 5,181.54	\$ 11,796.00	\$ 64,128.24
0515-014	Emergency Communications Officer	111	\$ 41,400.00	\$ 360.00		\$ 41,760.00	\$ 3,194.64	\$ 4,940.21	\$ 11,796.00	\$ 61,690.85
0515-015	Emergency Communications Officer	111	\$ 39,000.00	\$ 360.00		\$ 39,360.00	\$ 3,011.04	\$ 4,656.29	\$ 11,796.00	\$ 58,823.33
0515-016	Emergency Communications Officer	111	\$ 41,400.00	\$ 360.00	\$ 440.00	\$ 42,200.00	\$ 3,228.30	\$ 4,992.26	\$ 11,796.00	\$ 62,216.56
0515-017	Emergency Communications Officer	111	\$ 39,000.00	\$ 360.00		\$ 39,360.00	\$ 3,011.04	\$ 4,656.29	\$ 11,796.00	\$ 58,823.33
0515-018	Emergency Communications Officer	111	\$ 41,400.00	\$ 360.00		\$ 41,760.00	\$ 3,194.64	\$ 4,940.21	\$ 11,796.00	\$ 61,690.85
0515-019	Emergency Communications Officer	111	\$ 41,400.00	\$ 360.00		\$ 41,760.00	\$ 3,194.64	\$ 4,940.21	\$ 11,796.00	\$ 61,690.85
0515-020	Emergency Communications Officer	111	\$ 39,000.00	\$ 360.00		\$ 39,360.00	\$ 3,011.04	\$ 4,656.29	\$ 11,796.00	\$ 58,823.33
0515-021	Emergency Communications Officer	111	\$ 41,000.00	\$ 360.00		\$ 41,360.00	\$ 3,164.04	\$ 4,892.89	\$ 11,796.00	\$ 61,212.93
	Overtime		\$ 175,000.00			\$ 175,000.00	\$ 13,387.50	\$ 20,702.50		\$ 209,090.00