



Collocated Public Safety Communications Facility Report of Findings and Observations

Submitted November 2014 to:

Hays County, Texas



MissionCriticalPartners

502 N. Carroll Avenue, Suite 120 | Southlake, TX 76092 | 888.8.MCP.911 or 888.862.7911 | www.MCP911.com



TABLE OF CONTENTS

1. Executive Summary	1
2. Background	3
3. Current Emergency Communications Environment	9
3.1 Current Funding and Staffing	10
4. Collocated/Consolidated PSAP Research and Findings	10
4.1 Austin/ Travis CTECC – Austin, Texas	11
4.2 Bell County BCC – Belton, Texas	12
4.3 NHRWECC - North Richland Hills, Texas	13
4.4 WILCO – Georgetown, Texas	14
5. Funding Options	15
6. Collocated PSAP Governance	17
6.1 Executive Board	18
6.2 Operations Advisory Board	18
7. Proposed Operational Oversight	20
7.1 PSAP Director	20
7.2 Information Technology Manager	20
7.3 Training and Retention Manager	21
7.4 Administrative Staff	21
8. Collocated Staffing Requirements	21
8.1 Performance Metrics and National Standards	26
9. Collocated Human Resource Considerations	29
10. Backup PSAP Planning for Collocated System	37
11. Cost Considerations	37
Appendix A – Austin/ Travis CTECC – Austin, Texas	40
Appendix B - Bell County BCC – Belton, Texas	82
Appendix C - NHRWECC - North Richland Hills, Texas	109
Appendix D - WILCO – Georgetown, Texas	123



1. EXECUTIVE SUMMARY

Mission Critical Partners, Inc. (MCP) is pleased to provide Hays County (County), Texas with this Collocated Public Safety Communication Center Findings and Observations Report. This report contains our findings and recommendations regarding funding, staffing, and governance of the proposed collocated public safety answering point (PSAP). The goal of implementing a collocated PSAP is to enhance 9-1-1 and public safety emergency communications services countywide through the efficient use of resources. MCP worked with the PSAP Task Force to gather data and information necessary to compile this report. For purposes of this report, the proposed collocated communication facility has been named the Hays County Emergency Communications Center (HCECC). MCP has incorporated findings and recommendations within each section of this report.

Hays County, Texas is located in the Interstate 35 corridor between Austin and San Antonio. This area has experienced tremendous population growth with the influx of new residents progressing south from Travis County and northward from Bexar and Comal counties. Hays County is expected to continue to attract new residents as the Cities of Kyle and Buda expand to accommodate new neighborhoods and commercial development.

The United States Census Bureau estimated the 2013 population of Hays County to be 176,026¹. This represents an increase of 61 percent since the 2000 census. Projected growth for the county is expected to increase another 64 percent from 2010 to 2020 to 257,643 residents. By 2030, the county's population is expected to increase by an additional 58 percent to 406,051 and another 55 percent by 2040 to 628,309.² Considering the rapid growth of the area, the County must expand the capacity of the 9-1-1 and emergency communication systems.

Hays County initiated the process of investigating a shared services, or collocated, communication system in 2010 to address the explosive growth. The County engaged MCP to conduct a study to determine the feasibility of implementing a shared services communications center. At that time, it was determined the best course of action was to move forward with a collocated communications center. Within a collocated center, each of the agencies, Hays County Sheriff, San Marcos Police, Texas State University Police and the Kyle Police Department communications would continue to operate independently within a single facility. MCP worked with the stakeholders to create the PSAP planning structure that included an Executive Board, Task Force and various committees. Each committee was tasked with conducting research and reporting on the specific aspects of implementing a collocated center, including Operations, Technology, the Facility and Training/Quality Assurance.

The creation of a collocated PSAP to provide countywide public safety emergency communications would enhance services and result in a more efficient use of technology systems. The adoption of a shared service communication system has not been widely embraced by public safety officials nationwide. Public safety officials are typically concerned with loss of control over communication

¹ <http://quickfacts.census.gov/qfd/states/48/48209.html>

² <http://txsdc.utsa.edu/Data/TPEPP/Projections/Report.aspx?id=88031f9f49234b1a88d1776e49bdb73f>



systems and personnel. The PSAP planning committee's research revealed the benefits provided by a collocated emergency communications environment. Public safety officials in Hays County now support not only a collocated dispatch center but the implementation of a shared calltake function within the center. MCP endorses the decision to move forward with the collocated dispatch and shared calltake functions within the center.

A goal of the shared services model is the equal allocation of funding for emergency services communications across the county. The involvement of municipal and county public safety agencies requires an examination of the equitable use of tax revenue to fund a collocated PSAP. MCP identified various funding methods in use by other jurisdictions in Texas to support collocated or consolidated PSAP operations. MCP recommends that Hays County adopt a funding mechanism based upon the activity of each member agency (i.e. 911 calls, Calls for Service, etc.)

A collocated PSAP would require the creation of a governance structure to manage the operations of the HCECC. The governance authority will determine the funding strategy, organizational structure, hiring policies, and approve significant changes of operational procedures. MCP researched governance structures that have been implemented by other communications centers. Several options were identified that would provide the level of operational oversight that was envisioned by the Task Force. MCP recommends the creation of both a PSAP Executive Board and an Operations Advisory Board to support the collocated PSAP.

A collocated system should provide some level of operational efficiencies over multiple PSAPs with their own separate dispatch and call-taking functions. MCP has conducted an assessment of the current level of activity, funding and staffing for PSAPs within Hays County. This data was used to conduct a staffing analysis to determine the optimal number of telecommunicators needed to provide services to a growing population. The results of that analysis were incorporated into a space planning study that will help define the physical requirements necessary to house and operate a collocated PSAP. The programming study will be a separate report delivered to the Hays County Executive Board.

Hays County public safety officials have realized the need to enhance 911 services and communications systems to keep pace with the continued rapid growth within the county. The research conducted by the Task Force and Committees during the PSAP planning process demonstrated the benefits of both a collocated dispatch and shared 9-1-1 calltake services. Identifying and adopting an equitable funding strategy is a complicated process. A number of funding options are described in this report. MCP recommends the governance of the PSAP fall under the authority of the Hays County Commissioners Court. Historical data was gathered from the existing PSAPs for use in a staffing analysis by MCP. The analysis determined the number of dispatch positions needed in the new communications center. The programming study currently being prepared by MCP and SchraderGroup architecture, LLC (SGA) will define the physical space requirements of the collocated communications center. The staffing study has also been incorporated into this report.



2. BACKGROUND

In 2010, representatives from the public safety community in Hays County, as well as senior elected and appointed officials, initiated the process of assessing the feasibility of a shared services model to provide collocated 9-1-1 and public safety emergency communications services. The proposed process would bring four separate PSAPs together within a single facility. MCP was engaged in May 2010 to conduct a feasibility study for the consolidation of 9-1-1 and emergency communications services in the County.

The results of that study demonstrated that a collocated PSAP facility may be the most achievable goal in the near term. A longer-term goal may involve moving toward full consolidation. County officials adopted a strategy to move forward with co-location that involves senior officials, public safety chief executives, and PSAP managers. The planning organization created to implement co-location included the appointment of senior officials to a PSAP Collocation Executive Committee. The Executive Committee is composed of officials from Hays County, the cities of San Marcos, Kyle, Buda, the emergency service districts (ESD), and Texas State University. Public safety officials were appointed to the PSAP Task Force. Figure 1 depicts the Collocated PSAP planning organization structure. Table 1 contains a list of the PSAP Executive Committee members.



Figure 1 - Hays County PSAP Planning Organization



Table 1 - PSAP Executive Committee Membership

PSAP Executive Committee Membership	
Jurisdiction Represented	Member Name
Hays County – Chairperson	Will Conley, Commissioner Precinct 3
City of San Marcos – Vice Chairperson	Daniel Guerrero, Mayor
Emergency Services Districts - Secretary	Jim Hollis, Commissioner ESD #8
Emergency Services Districts	Steve Janda, Commissioner ESD #6
Hays County	Debbie Ingalsbe, Commissioner Precinct 1
City of San Marcos	Jared Miller, City Manager
City of Kyle	Lanny Lambert, City Manager
City of Kyle	David Wilson, Council Member
City of Buda	Kenneth Williams, City Manager
City of Buda	Ron Fletcher, Council Member
Texas State University	Dr. Joanne Smith, VP Student Affairs
Texas State University	Vacant

On October 3, 2013, the Executive Committee authorized the creation of the Hays County PSAP Task Force (Task Force). The Task Force was created to facilitate participation by representatives of the public safety community within the County in the collocated PSAP initiative. Table 2 contains a list of the PSAP Task Force members.

Table 2 - PSAP Task Force Membership

PSAP Task Force Membership	
Agency or Discipline Represented	Member Name
Hays County Sheriff's Office	Brad Robinson, Captain
City of San Marcos Police Department	Warren Zerr, Asst. Chief
City of San Marcos Fire Department	Karl Kuhlman, Asst. Chief
City of San Marcos Emergency Management	Ken Bell, EMC
City of Kyle Police Department	Jeff Barnett, Chief
Texas State University Police Department	Ralph Myer, Chief
Buda Police Department	Bo Kidd, Chief
ESD - Fire Departments	David Smith, Chief SHFD
Emergency Medical Services	Chris Alexander, Chief SMHC
Hays County Office of Emergency Management	Kharley Smith, EMC
Hays County Information Technology	Jeff McGill
Texas State University Emergency Management	John Palmer



According to the PSAP Task Force bylaws, the specific responsibilities assigned by the Executive Committee included:

- To review and comment for the Hays County PSAP Executive Committee on facility development, governance, redundancy, communication, and common spaces
- To provide recommendations for operations issues for a collocated facility including Standard Operating Procedures, human resources, fire and EMS call taking and dispatching, and personnel issues
- To advise on training and quality assurance, standardized training and quality assurance
- To establish common baselines for technology, emergency communication support, facility IT support, and computer aided dispatch
- To advise Hays County member cities, counties, state and special districts, directly or through the Hays County PSAP Executive Committee, on matters within their jurisdiction pertaining to a collocated facility

Four standing committees were created responsible for integrating planning across the areas of operations, facilities, training and technology. The purpose, chairperson, and priorities are described of each committee are described below:

Facility Committee

- Purpose: Assessing the level of telecommunications interoperability; developing plans for implementation of communication systems that facilitate efficient, effective public safety communications; and recommending needs and expenses to meet facility needs. Evaluating facility back-up PSAP capability, EOC and common space uses.³
- Chair: Kharley Smith, Emergency Management Coordinator (EMC) Hays County
 - Facility location
 - Programming study (space needs)
 - Facility governance and management

Training / Quality Assurance Committee

- Purpose: Facilitating planning, training and exercise activities, including coordination of preparedness activities and oversight of the ongoing implementation of quality assurance.⁴
- Chair: Jeff Barnett
 - Quality assurance (QA) protocols
 - State mandated training requirements
 - Communication Training Officer (CTO) positions

³ Bylaws of the Hays County PSAP Task Force

⁴ Ibid



Operations Committee

- Purpose: Facilitating planning, including coordination of county PSAP operations activities, human resource and oversight of the ongoing implementation of the Standard Operating Procedures.⁵
- Chair: Brad Robinson
 - Call processing
 - Fire/EMS dispatch operations
 - PSAP staffing
 - Uniform standard operating procedures

Technology / Information Technology Committee

- Purpose: Establishing and evaluating technology systems, emergency communications support, and facility IT support.⁶
- Chair: David Smith
 - Fiber optic requirement
 - Computer aided dispatch (CAD) requirements

Two permanent sub-committees or working groups were also established. The Operations workgroup was responsible for addressing fire and emergency medical services (EMS) call taking and dispatch procedures.

The Technology/Information Technology (IT) workgroup was charged with investigating the adoption of a single computer aided dispatch (CAD) system to promote continuity and interoperability among member agencies within the collocated PSAP. Each committee identified tasks that fell within the committee's specific area of responsibility. Crossover tasks were also identified that spanned the responsibility of multiple committees. Figure 2 presents the interrelationships between the committees and working groups.

MCP was responsible for providing support and project management guidance to the Task Force and committees in the following areas:

- Governance of four independent PSAP entities within a collocated environment
- Standard Operating Guidelines (SOG) for a collocated PSAP environment
- Standardization of training and quality assurance to promote operational uniformity
- Identifying human resource (HR) and personnel issues
- Assuring PSAP resiliency and redundancy
- Conducting a high-level assessment of the technology systems necessary to support a collocated PSAP environment
- Providing a high-level assessment of funding options adopted by other collocated or consolidated communication centers

⁵ Ibid

⁶ Ibid



February 2014, MCP conducted a workshop for the Task Force with the intended purpose to provide the individuals serving in the capacity of committee chairs with the tools necessary to lead their respective committees. The information provided included, creating a vision for the Task Force and each committee, and group dynamics; recommendations on setting goals utilizing the S.M.A.R.T. method, identifying objectives and establishing schedules. MCP also participated in monthly Task Force meetings and various workgroup meetings to provide general project management.

Remainder of page intentionally left blank.

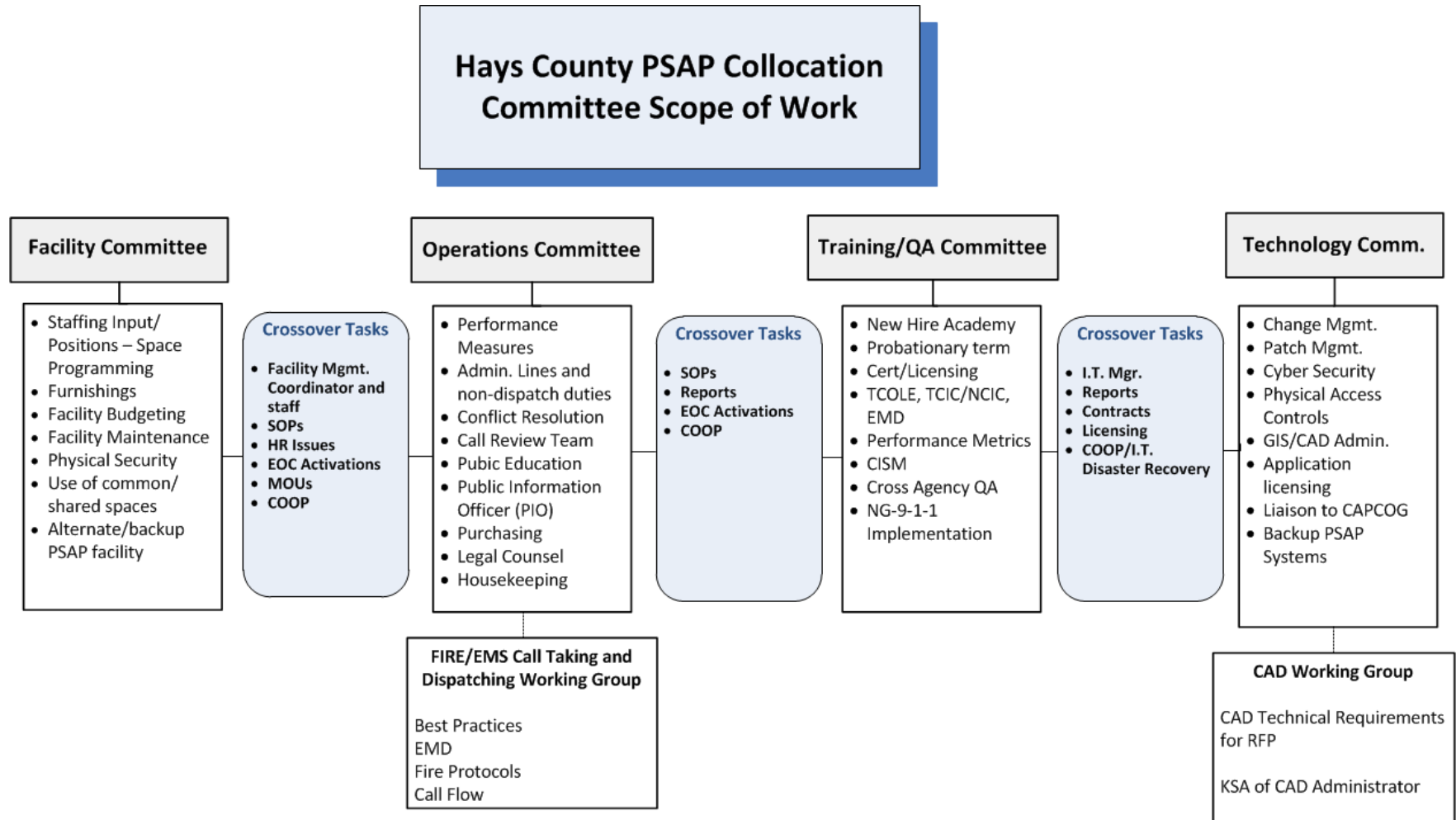


Figure 2 – Hays County PSAP Committee Scope of Work



3. CURRENT EMERGENCY COMMUNICATIONS ENVIRONMENT

The Hays County Sheriff's Office currently provides dispatch services for county law enforcement agencies and the City of Buda police department. The Sheriff's Office serves as the primary law enforcement agency for several smaller municipalities within the county including Dripping Springs, Niederwald, and Umland. The cities of Kyle and San Marcos provide police services within their jurisdictional boundaries, which both staff and operate primary PSAPs that serve their communities.

The County, through the Sheriff's Office, also currently provides fire and emergency medical services (EMS) dispatch services to ESD fire and EMS departments. Hays County currently funds fire/EMS dispatch services within all of the unincorporated areas of the county and within all of the incorporated municipalities except for the City of San Marcos. The City of San Marcos has established, operates and dispatches for the only municipally based fire department in the county.

Texas law does not require county government to fund or provide for the delivery of fire or emergency medical services. Fire protection in many rural areas has historically been provided by volunteer departments with limited financial resources. Counties typically adopt some method of providing limited funding to volunteer fire departments including annual base payments, per incident reimbursement, or contracting with a municipality to provide services to unincorporated areas of a county. This disparate funding led to the creation of ESDs in Texas.

The ESD concept primarily developed in response to the rapid urbanization of many Texas counties. Many counties, including Hays, began to experience tremendous growth in unincorporated areas that were typically served by volunteer fire departments. Volunteer fire departments were forced to quickly evolve from rural volunteer departments funded by donations and bake sales to professional departments capable of providing services comparable to municipal departments. ESDs are funded by ad valorem taxes. Some districts have also gained the ability to collect sales tax. ESDs can also generate revenue through user fees such as charges related to EMS or fire inspections.

Nine ESDs provide fire and EMS in the unincorporated areas of the County. Some ESDs in the County overlap municipal boundaries including the cities of Kyle, Dripping Springs, Buda, and Niederwald. ESD fire departments provide services in place of municipal fire departments within the municipalities. Property owners within those cities pay taxes to the county, municipality, and an ESD. While ESDs have provided a dependable method of funding for fire and EMS service, revenue rarely keeps pace with growth and demand for services. ESDs within the County would be hard pressed to begin funding dispatch services.

The City of San Marcos, and the County, is home to Texas State University (University). The University has approximately 35,000 students and employs 1,075 full time and 467 part time faculty. The main campus covers 485 acres with 267 buildings. As a state entity, the University is exempt from property taxes. However, the positive economic impact the university provides the community cannot be overstated. Faculty and staff live and spend money in the local communities and students support local businesses.



The University Police Department (PD) is responsible for providing services to the campus. The University PD currently provides dispatch services for the campus, alleviating the need for the San Marcos Police Department to dedicate resources to the campus. The San Marcos Fire Department is responsible for providing fire protection and emergency response to the campus. The University's relationship with the city is similar to the city's relationship to the County with each being a subset of the larger jurisdiction. One could argue that the University should not be viewed as a separate jurisdiction from the City of San Marcos but be viewed as a major component of the local economy.

3.1 CURRENT FUNDING AND STAFFING

The four PSAPs that currently serve the residents of Hays County have a combined staffing of 68 and operating budget of \$4,019,021.00. Table 3 depicts the current staffing and budget for each jurisdiction. Each agency receives an allotment from the Capital Area Council of Governments (CAPCOG) to assist in training and for the purchase and maintenance of 9-1-1 related equipment.

Table 3 - Current PSAP Staffing and Budget by Jurisdiction

Jurisdiction	PSAP Staffing (full time / part time)	Fiscal Year 2014 Operating Budget	CAPCOG Funding*
Hays County	26	\$1,276,675.00	\$83,922.00
City of San Marcos	25	\$1,500,000.00	\$48,458.00
City of Kyle	12	\$803,120.00	\$39,203.00
Texas State University	5/5	\$229,733.00	\$37,910.00
Totals	68	\$3,809,528.00	\$209,493.00
Grand Total	\$4,019,021.00		

** For FY2016 CAPCOG is funding \$50,000 for moving PSAP's network and equipment to collocated center.*

4. COLLOCATED/CONSOLIDATED PSAP RESEARCH AND FINDINGS

The primary goal of implementing a shared service model is to improve emergency communications for the communities served. A secondary goal is the potential reduction in operating costs through the efficient utilization of resources. MCP was tasked with providing a high-level assessment of methodologies to provide equitable funding to support a collocated communications facility.

MCP identified and conducted an analysis of communications centers across the nations that operate within a collocated or consolidated environment. While few jurisdictions in Texas have adopted a shared service model to provide public safety emergency communications, MCP identified and assessed four consolidated centers in Texas. The assessments included an examination of legal agreements, funding methodologies, and staffing configurations.



The representative Texas centers described in the following section include:

- Austin/Travis County Combined Transportation Emergency Communications Center (CTECC)
- Bell County 9-1-1 Communication Center (BCC)
- Williamson County (WilCo) Emergency Communications
- North Richland Hills/Haltom City/Richland Hills/Watauga Emergency Communication Center (NHRWECC).

4.1 AUSTIN/ TRAVIS CTECC – AUSTIN, TEXAS

CTECC has four shared owners of the communications center, the City of Austin (CoA), Travis County, Texas Department of Transportation (TxDOT) - Austin District, and the Capital Metropolitan Transportation Authority (CMTA), with the City of Austin as the managing partner. CTECC provides the following:

- Dispatch of law enforcement, Fire and EMS,
- Transportation management
- Emergency Management for the City of Austin and Travis County.

CTECC shares the following:

- CAD,
- City of Austin Fire and EMS Records management system
- City of Austin Police Department Records Management System
- City of Austin 9-1-1 System
- TxDOT Intelligent Transportation System

The center utilizes a complex shared funding model which takes into account each jurisdiction of the communications center and whether it is shared, only one agency partakes, etc.

Agencies Served

The following agencies are served by the CTECC:

- Austin-Travis County Emergency Medical Services
- Austin Fire Department
- Austin Police Department
- Austin Transportation Department
- Office of Homeland Security and Emergency Management (HSEM)
- Travis County Sheriff's Office
- Travis County Constables
- Travis County Office of Emergency Management
- Texas Department of Transportation
- Courtesy Patrol
- Intelligent Transportation System



- Capital Metropolitan Transportation Authority (Fixed Route Dispatch)

Funding Model

CTECC employs a shared funding model including percentage of each agency's full-time equivalents (FTEs) to the total FTEs in the center coupled with even distribution/equal share of some expenses and an average of agencies use of technical staff, and CoA staff. The CTECC Director has offered to join a conference bridge to discuss further their funding model.

4.2 BELL COUNTY BCC – BELTON, TEXAS

Bell County, Texas operates a consolidated county-wide communications system for the 33 participating agencies within the county. The center provides service pertaining to call receiving and dispatching services, provides equipment, staffing and maintenance of the facility, as well as providing equipment to the field users.

Bell County utilizes a Board of Directors for policy decisions. Each of the four cities; Belton, Harker Heights, Killeen and Temple; and Bell County shall have one seat on the Board. Each seat filled by a City shall be of a City Manager or their designee. Bell County fills their seat on the Board with the Bell County Judge. The Bell County Judge acts as the Chair of the Board of Directors. The Center Director sits as the Secretary of the Board. The office of the Vice-Chair rotates on an annual basis amongst the remaining members. The County Auditor and the County Attorney also serve as the auditor and attorney for the center.

The Center Director is an employee of Bell County and is appointed by the Bell County Judge, who may seek input from the Board. Subordinate to the Board of Directors, is a Regulatory Board of Operations (RBO) comprised of the chief officer of each agency receiving services from the center. Committees may be formed and members appointed by the RBO. The Center Director or designee will be a member of each committee. Bell County owns the facility and bears the entire expense. However, operation and maintenance of the center is provided through a shared funding model.

Agencies Served

Below is a list of the agencies served by the Bell County Communications Center:

- Bartlett Police Department
- Bartlett Volunteer Fire Department
- Bell County Sheriff's Department
- Bell County Fire Marshal
- Belton Police Department
- Belton Fire Department
- Central Texas College Police Department
- Ft. Hood Public Safety
- Harker Heights Police Department



- Holland Police Department
- Holland Volunteer Fire Department
- Killeen Police Department
- Killeen Fire Department
- Killeen ISD
- Little River/Academy Police Department
- Little River/Academy Volunteer Fire Department
- Morgan's Point Resort Police Department
- Morgan's Point Resort Volunteer Fire Department
- Moffat Volunteer Fire Department
- Nolanville Police Department
- Nolanville Volunteer Fire Department
- Rogers Police Department
- Rogers Volunteer Fire Department
- Salado Police Department
- Salado Volunteer Fire Department
- Scott & white EMS
- Scott & White Helicopter Service
- Temple Police Department
- Temple Fire Department
- Troy Police Department
- Troy Volunteer Fire Department
- University of Mary Hardin-Baylor Police Department

Funding Model

Bell County uses an activity volume shared funding model. A percentage based upon number of incidents per agency is the basis for their funding model. The four cities, Belton, Harker Heights, Killeen and Temple share the cost with Bell County who bears the cost for the smaller towns and Independent School Districts (ISDs). The Memorandum of Understanding (MOU) clearly states the cost recovery for the four cities' law incidents. However, we understand the fire departments are also paying their percentage, but MCP was unable to obtain a copy of the Amendment or updated MOU stating these updates.

4.3 NHRWECC - NORTH RICHLAND HILLS, TEXAS

The cities of North Richland Hills, Haltom City, Richland Hills and Watauga have combined public safety dispatching and jail services. North Richland Hills owns and operates the facility that houses the jail and public safety communications for the district. The telecommunicators and managers are employed by the City of North Richland Hills Police Department (NRGPD). There is a standing Advisory Committee consisting of three public safety employees of each of the respective cities and three North Richland Hills employees selected jointly by the NRHPD and North Richland Hills Fire Department



(NRHFD) chiefs. The committee addresses operational and policy decisions for the NHRWECC and jail facility. A Public Safety System Administrator position is funded by the cities based on a shared percentage. The personnel who came from the members agencies and maintain employment with the center are eligible for a regional bonus that is funded by all cities.

Agencies Served

Below is a list of the agencies served by NHRWECC:

- North Richland Hills Police and Fire Departments
- Haltom City Police and Fire Departments
- Watauga Police and Fire Departments
- Richland Hills Police and Fire Departments

Funding Model

The NHRWECC operates under a shared funding model in which each member agency contributes based upon their level of activity or use of the communication centers time and resources.

4.4 WILCO – GEORGETOWN, TEXAS

The Williamson County communications center is overseen by a Program Manager. Under the direction of the Program Manager is a Systems Manager for technical operations and maintenance. The Program Manager works with the input and recommendations, not under direction, of an Advisory Board. Each participating city has a voting member and the City of Hutto and the Williamson County ESD #3 make up single voting members, who each serve a two year term. The Williamson County Judge serves as the permanent Chair with the Vice Chair elected annually. The Program Manager appoints an individual not serving on the Advisory Board Member to serve as Secretary.

Agencies Served

Below is a list of the agencies served by WILCO:

- Williamson County
- City of Georgetown
- City of Round Rock
- City of Cedar Park
- City of Hutto/Emergency Service District (ESD) #3

Funding Model

Williamson County shares all costs, including capital costs utilizing a resource based method. This method is based upon a subscriber unit fee which has remained frozen for the initial five years of operations, with the expectation of increase thereafter.



5. FUNDING OPTIONS

Identifying a method of funding for a shared services communication center is a complex issue. The issue is further complicated when member agencies operate at the state, county, municipal and district level. A key goal of the HCECC should be the fair and equitable funding of services across all member jurisdictions. MCP has identified a number of funding models currently utilized in Texas that provide cost sharing in collocated and consolidated communication centers. The method selected should provide a level of predictability and fairness upon which all member jurisdictions can agree.

Emergency communications services generate a wealth of data which include: the number of incidents, incoming calls processed, radio transmissions, and other important activities that may be documented. This data allows agencies to determine an average cost per activity. The following sections describe the methods commonly used to allocate costs among jurisdictions participating in a shared service communication center.

Population Basis

The population based cost allocation model involves assessing a share of operational costs based upon the population within each jurisdiction. Using this method, member jurisdictions would be assessed a portion of the operational cost on a per capita basis. The projected operating budget is divided by the total population of the county to determine an average per person assessment. This model assumes that municipalities with larger populations will generate more activity within the HCECC (i.e. 9-1-1 calls, incidents, etc.). However, this population bias is not necessarily accurate in all circumstances. As an example, a jurisdiction with less population but more miles of interstate highway may experience greater number of calls than more populated residential area.

The Texas State University police department has expressed interest in joining the HCECC. The campus is located within the City of San Marcos. It is difficult to separate student population from the general population of the city. The City of San Marcos and Texas State University will need to develop an agreement for sharing the cost assessment for the overlapping jurisdictions.

Table 4 - Cost Estimate Based Upon Population

Jurisdiction	2013 Population*	Operating Budget	Jurisdiction Assessment
Hays County**	80,164	Estimated Operating budget $\$5,130,697.00 \div 176,026 = \29.14 per capita	\$2,335,978
City of San Marcos	54,073		\$1,575,687
City of Kyle	31,760		\$925,486
Buda	10,029		\$292,245
Total	176,026	Per capita: \$29.14	\$5,239,396[†]

* 2013 estimates provided by the U.S. Census Bureau

** Unincorporated area and towns served by the Sheriff's Office

[†] Rounding results in difference of \$1,301



Activity Volume

Cost assessment based upon activity is a common method that is used to fund shared service communication centers. Routine communication center activities may be tracked and documented including:

- Incoming 9-1-1 calls
- Incoming 9-1-1 and seven digit calls
- Calls dispatched
- Field originated calls
- Radio transmissions

Activity based costs can be derived using two methods. The first involves tracking the activity volume associated with each member agency. The entity is assessed the cost for the provision of specific services based upon actual usage.

The second method involves averaging the volume of an activity across all participating jurisdictions or agencies. As an example, call centers document the number of 9-1-1 calls received annually. The annual operating budget can be divided by the number of 9-1-1 calls to derive a per-call cost. Each entity would then contribute a share of the cost based upon the average volume of overall system usage.

MCP utilized two activities to develop a sample per call cost. The first example is based upon the number of incoming 9-1-1 calls. The second is based upon a combination of both 9-1-1 and calls to seven digit telephone lines. Table 5 presents the cost for each activity.

Table 5 - Cost Per Call

Jurisdiction	9-1-1 Calls*	Cost per 9-1-1 Call	9-1-1 and Seven Digit Calls**	Cost per 9-1-1 and Seven Digit Call
Hays County SO	59,784	$\$5,130,697 \div 110,391 =$ \$46.47 per call	257,488	$\$5,130,697 \div 475,451 =$ \$10.79 per call
San Marcos PD	29,275		126,087	
Kyle PD	11,993		51,654	
Texas State University PD	9,339		40,223	
Total	110,391	\$46.47	475,451	\$10.79

* 2012 9-1-1 call data by jurisdiction

** 2012 call data provided by jurisdictions



Maintenance of Effort

Each agency contributes an equal portion of the operating budget based upon the straight division of the total costs among all member agencies. Though rarely used, this model offers simplicity and the most equitable distribution of costs. The governing entity must determine the basis of the cost allocation similar to the activity based method. In the situation of the HCECC, the member agencies provide mutual and automatic aid to one another without the expectation of cost recovery for the use of resources.

Ad Valorem Basis

This method uses the tax valuation of properties located within each jurisdiction as the basis to determine the level of contribution. This method fails to account for the taxing overlay of the county and municipal jurisdictions. Texas State University (University) is a state entity that is exempt from property tax and resides primarily within the City of San Marcos.

Resource Basis

This method is based upon the number of public safety resources (i.e. personnel, apparatus, stations, etc.) that each member agency possesses. This method is based upon the assumption that resources are closely aligned with activity and demands on the communication system.

Recommendation

The PSAP Executive Board and Task Force have reviewed and assessed the funding models. Board members have expressed their desire to adopt an activities-based funding methodology. The Task Force has been tasked with defining the activity or activities that would form the basis of the funding allocation formula.

6. COLLOCATED PSAP GOVERNANCE

Public safety officials are often reluctant to embrace a consolidated emergency communications shared-services model. Many times, this is based upon a perceived loss of control of the agency's communication services under a consolidated system. A collocated system offers benefits similar to a consolidated system without the loss of operational control. To realize the benefits of a collocated system, agencies must adopt uniform procedures and utilize common technology systems. This level of coordination will require a cooperative environment in which all member agencies have equal involvement in management decisions. Research indicates that shared systems experience problems when member agencies lack involvement in decisions that affect operations and staffing. The management of the PSAP's daily operations and governance are separate issues. Management involves the day-to-day operation of the PSAP.

Governance involves a higher level of oversight in the operation of the collocated PSAP. Senior officials representing member jurisdictions will expect representation and involvement in issues related to



budgeting, major equipment acquisitions, and significant changes in operational procedures. The governance entity may also become involved in arbitrating issues that cannot be resolved at a management level. Frequently a jurisdiction's involvement in the governance of a PSAP is aligned with the level of funding provided by the jurisdiction, often leading to animosity when representatives of smaller jurisdiction feel powerless in the decision making process.

6.1 EXECUTIVE BOARD

MCP conducted research involving the governance models adopted by consolidated and collocated public safety communication systems in Texas and other states. Each system was found to have incorporated a tiered governance structure that included executive oversight, operational management, and an advisory body. Representatives of the Hays County PSAP Executive Committee and the PSAP Task Force have endorsed this concept of a tiered governance structure.

MCP recommends the creation of a Hays County PSAP Executive Board as a joint powers authority. The Executive Board membership would include the following: two members of the Hays County Commissioners Court; the Mayor or City Manager of San Marcos, Kyle, and Buda; a representative of Texas State University; and a representative of the emergency services districts. The Executive Board would be responsible for appointing and exercising supervisory authority over the PSAP Director. The Hays County Commissioners Court would serve as the fiduciary agent of the PSAP. Figure 3 depicts the proposed governance structure under consideration by the Hays County PSAP Executive Board.

6.2 OPERATIONS ADVISORY BOARD

The Operations Advisory Board would be composed of public safety officials concerned with day-to-day operations of the PSAP. The Advisory Board would work closely with the PSAP Director to establish operational procedures. The Advisory Board would not administer supervisory authority over the PSAP Director.

The Advisory Board would be composed of a chief executive officer of each member agency representing law enforcement, fire and rescue, emergency medical services, and emergency management. The position of Advisory Board Chairperson would rotate on an annual basis and alternate between the disciplines of law enforcement, fire protection, and EMS. The Advisory Board could create discipline-specific working groups, as deemed necessary, to address various aspects of PSAP operations.

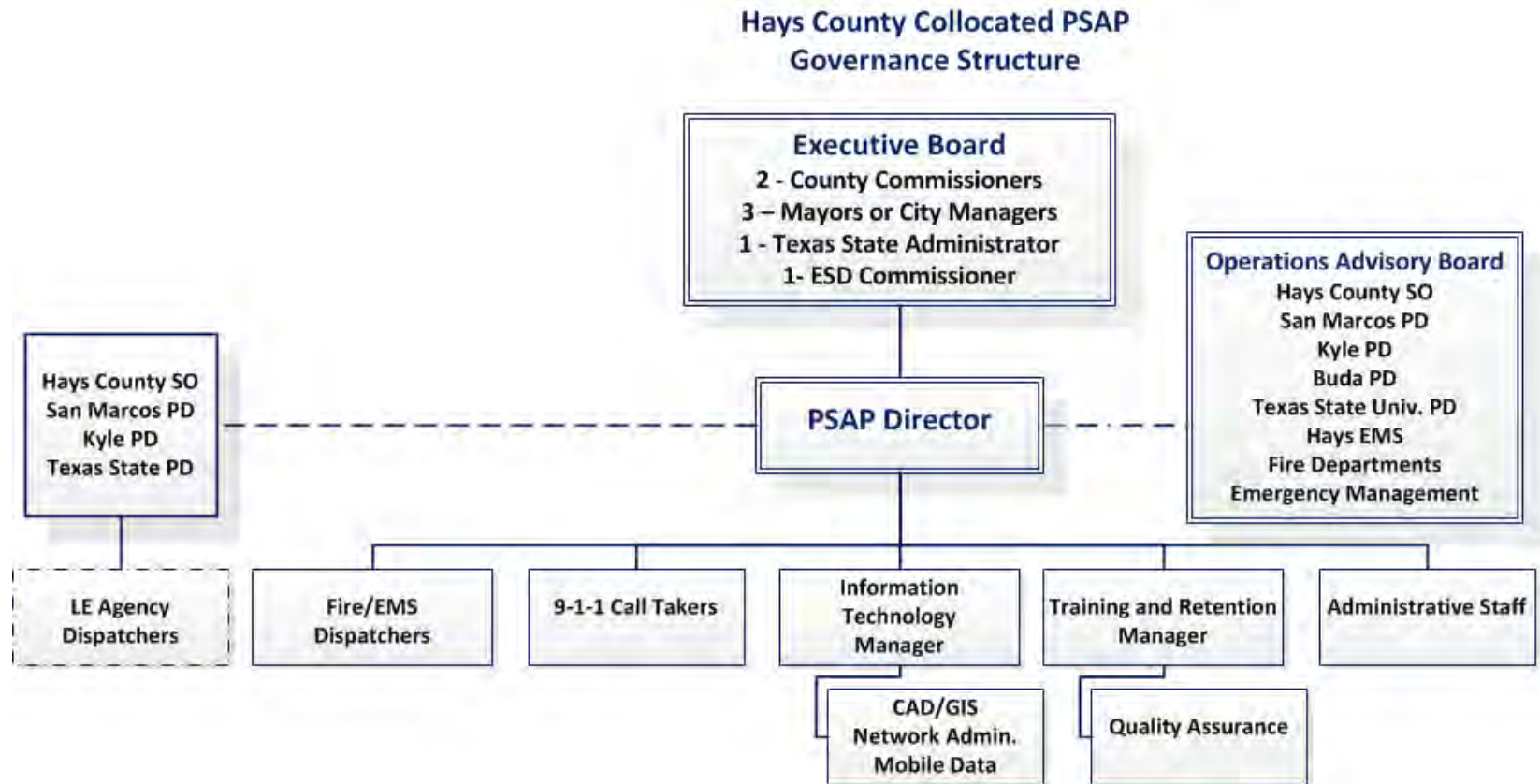


Figure 3 - Hays County PSAP Governance Structure



7. PROPOSED OPERATIONAL OVERSIGHT

7.1 PSAP DIRECTOR

The PSAP Director would have the authority over the center's activities and personnel assigned to Call take and Fire/EMS dispatch functions. The law enforcement telecommunicators would continue to report through current command structure. The PSAP Director would also have oversight of the center's management team including the Information Technology team, the Training and Retention team, as well as, the Administrative Staff. The PSAP Director would answer directly to the Executive Board. The Director would seek guidance and input concerning for operational matters from the Operations Advisory Board. The Director would be responsible for the creation of policies and procedures, preparing and monitoring annual budgets, and approving expenditures. Determining the long and short term goals of the department and the managerial teams would also be the responsibility of the Director.

Recommendation

MCP recommends this position be filled with a qualified professional with an understanding of the nuances associated with managing a combined or collocated PSAPs. This position will require excellent communication, interpersonal and organizational skills. This position will be required to attend meetings to ascertain pertinent information from the agencies served, ensure quality customer service is delivered to both internal and external customers. This position should be an exempt position due to its managerial responsibilities. A minimum of a bachelor's degree and minimum of 5 years of PSAP management experience. And additional 3 years of PSAP management experience may be substituted for the educational requirement. In addition to the previous requirements, the candidate should possess at least 5 years of experience in a PSAP as a calltaker, dispatcher or floor supervisor resulting in a thorough understanding of emergency dispatch operations.

7.2 INFORMATION TECHNOLOGY MANAGER

The Information Technology (IT) Manager works under the direction of the PSAP Director. This position will be responsible for the management, strategy and execution of IT infrastructure for the collocated PSAP. In alignment with departmental goals, this position will direct the development and delivery of cost efficient, reliable, sustainable network systems including disaster recovery and backup solutions for the PSAP. Working with vendors to ensure viable networks and systems are in place and properly maintained, as well as, contract negotiations and procurement input is the responsibility of the IT Manager. Supervision of the IT team includes monitoring and evaluating employee performance, taking corrective action, including disciplinary action when appropriate.



Recommendation

The IT Manager should possess, as a minimum, a Bachelor's degree in a related field. This position requires experience in management of information systems, networking, database management, emergency operations, and continuity of operations (COOP) planning and exercises.

7.3 TRAINING AND RETENTION MANAGER

This position will report directly to the PSAP Director and is responsible for the training and quality assurance staff. The position requires an experienced PSAP Training professional who holds, or held certifications in the appropriate areas of PSAP training (CPR, EMD, TCOLE Telecommunicator, APCO/NENA or other Trainer certification(s), NCIC/TCIC, etc.). The screening, testing and hiring of staff falls under the umbrella of duties for this Manager, as well as the oversight of training classes, schedules and evaluations for such. Ensuring quality assurance guidelines are in place, updated and followed by training staff is paramount.

Recommendation

This position requires 3-5 years of experience as a dispatcher in a training capacity holding appropriate certifications.

7.4 ADMINISTRATIVE STAFF

This position will report directly to the PSAP Director and support both the Director and the Management team. Duties may include fielding telephone calls, receiving and directing visitors, use of computer software for processing written communications and reports, filing and processing open records requests.

Recommendation

This position requires excellent communication, written and organizational skills. A high-school diploma is required as a minimum. Experience in an emergency operations environment is essential for the open records request processing portion of job duties, keeping in mind training usually does not extend to this position for the catastrophic calls they may hear. MCP recommends the training offered to the calltakers is modified for this position.

8. COLLOCATED STAFFING REQUIREMENTS

Personnel and Operational Positions

The Hays County Sheriff's Office (HCSO) PSAP answers 9-1-1, 10-digit emergency and non-emergency calls for all of the unincorporated areas of the County. Hays County PSAP provides



services for the Hays County Sheriff's Office, Buda Police Department, South Hays Fire Department, Kyle Fire Department, Chisholm Trail Fire Department, Buda Fire Department, Wimberley Fire Department, North Hays Fire Department, Driftwood Fire Department, Henley Fire Department, San Marcos/Hays County EMS, Buda EMS and Wimberley EMS. The HCSO Communications Division is authorized to employ 26 Full Time Equivalents (FTEs) to cover six console positions at the PSAP. The actual number of FTEs currently employed at the HCSO is 22 (four below 2013 authorized levels). Authorized FTEs include operational supervisors but exclude upper management, ancillary staff and technical support positions. Minimum staffing for this PSAP is five during the day and four overnight. One position is handling radio for law enforcement, one call-take position is staffed at all times supplemented during the daytime, a third is handling non-emergency phones and fire dispatch, and with a fourth position supporting the other positions for overflow and breaks. The remaining position(s) are utilized for tactical support, overflow call-take and high impact, low frequency events.

The Kyle Police Communications PSAP answers 9-1-1, 10-digit emergency and non-emergency calls for the City of Kyle, Texas. All Fire and EMS related calls are transferred to the Hays County PSAP. Anytime a PSAP can eliminate the need for transferring of 9-1-1 calls, the option should be seriously considered and implemented if at all possible. The Kyle Police Department Communications Division, as well as the partnering departments have discussed the possibility of joining resources for a shared call-take function in the new collocated PSAP. The authorized strength of Emergency Communications Operators (ECOs) is 12 FTEs and one part-time employee. The supervisor's position is being filled at this time. The minimum staffing of the current three workstation positions for this PSAP is two. One position is assigned to handle the radio, while the other position will answer calls and support the radio dispatcher.

The San Marcos Police Communications Division answers 9-1-1, 10-digit emergency and non-emergency calls for the City of San Marcos, TX. All calls for service are handled by the PSAP, whether they are police, fire or EMS. The dispatchers are fully trained in calltake for all agencies including certification for Emergency Medical Dispatch (EMD). Authorized strength for San Marcos is 25 FTEs with a minimum staffing of four for each shift. There are six workstation positions located in the PSAP. One position is law dispatch radio, one position works calltake, a third works National Crime Information Center (NCIC) and the fourth is working Fire/EMS radio. The two remaining positions are utilized for training, overflow and tactical events.

The Texas State University Police Communications Division answers callbox, 9-1-1 and non-emergency calls that originate on campus with the primary campus being 480 acres. In addition, there is also a 4,000 acre ranch at the edge of the City Limits, 110 acre camp in Wimberly, and an additional 100 acres in Round Rock. This PSAP provides dispatch for all locations for law enforcement only at the main campus, with fire and EMS provided through the city of San Marcos. Authorized staffing for the PSAP is five FTEs and six part time employees and one supervisor. The supervisor fills a position when the staffing drops below minimums. The PSAP has two positions which are staffed during the day and may drop down to one position overnight. The Supervisor realizes the best practice of having two positions staffed at all times with some level of supervision is recommended, however, it has not been



consistently achievable. Each FTE is fully trained to handle police, fire and EMD call-take, although they don't usually provide Pre Arrival Instructions (PAIs), as they transfer the caller to the County.

Staffing Analysis Methodology

MCP's PSAP staffing analysis involves a core multimodal approach that takes into account workload, coverage of necessary operational positions and expected increases in population for the area. Statistical calculations are balanced with operational logistics to identify how many personnel are needed for a PSAP to meet their future operational requirements. The goal of this report is to provide space needs for the current and future needs of the collocated PSAP communications floor based upon call volume per PSAP in conjunction with future growth in population expected.

In 2010, the National Emergency Number Association (NENA) implemented a Communications Center Staffing Tool in concert with its Center Manager Certification Program. The staffing tool, partially based on NENA Standard 54-501A, is a formalized system that takes into account call volume and other PSAP-specific data, such as incident volume and leave, to calculate staffing needs. MCP uses the NENA staffing tool in concert with the Erlang C⁷ calculator to assist in projecting the number of PSAP telecommunicators (call-takers, dispatchers and supervisors) required to efficiently answer and dispatch emergency and non-emergency calls for law enforcement, fire and EMS.

Call Volume and Workload

The volume of calls being handled and the number of incidents being generated drives much of the workload in a PSAP. Call volume is especially important when assessing how many call-takers are needed to process incoming emergency phone calls. Incident volume directly impacts how many dispatchers are needed to disseminate information to field units. The assessment and calculations also take into account cases where call taker and dispatcher functions are performed by the same person.

Based upon 2012 data, it is projected the collocated center will process approximately 475,451 incoming and outgoing 9-1-1 and non-emergency calls and over 215,956 incidents annually. The incident volume includes calls for service generated by all PSAP call takers and incidents self-initiated by agency field units. The centers currently average 2.3 minutes to process 9-1-1 calls and 2.1 minutes to process non-emergency/10-digit calls for a combined call processing average of 2.2 minutes. The average time spent on a law call is three minutes with an average of eight calls for service handled at one time by one dispatcher. The fire and EMS calls average time spent by a dispatcher is 3 ½ minutes (five minutes on fire calls, two minutes on EMS calls) with one dispatcher handling an average of 5.5 incidents (three fire incidents, eight EMS incidents) at one time.

MCP analyzed the population of the county against the total number of incoming PSAP calls to derive an average number of "calls per person." Identifying the average number of calls per person allows

⁷ The Erlang C calculator is a tool in the public safety industry utilized to assist emergency communications centers in determining call taker staffing needs.



MCP to predict future PSAP workload and staffing requirements. Hays County population trends for year 2000 to 2040 are as follows:

- 2000 Population = 97,589
- 2010 Population = 157,107 (61% increase since 2000)
- 2013 Estimated Population 176,026
- 2020 Projected Population = 257,643 (64% projected increase from 2010)
- 2030 Projected Population = 406,051 (58% projected increase from 2020)
- 2040 Projected Population = 628,309 (55% projected increase from 2030)

Table 6 below depicts the population data in conjunction with projected workload of call and incident volumes.

Table 6 – Current & Projected Workload

	Current	2020	2030	2040
County Population	157,107	257,643	406,051	628,309
9-1-1 Call Volume	110,391	181,032	285,311	441,480
Non-Emergency Call Volume	365,060	598,669	943,516	1,459,963
Total Call Volume (9-1-1 and Non-Emergency)	475,451	779,702	1,228,827	1,901,444
Total Law Incidents	196,435	322,138	507,696	785,591
Total F/EMS Incidents	19,521	32,013	50,453	78,069
Average Number of Total Calls/Person	3.03			
Average Number of 9-1-1 Calls/Person	0.70			
Average Number of Law Incidents/Person	1.25			
Average Number of F/EMS Incidents/Person	0.12			

**based upon 2012 data*

These projections do not take into account the age or demographics of the population, or the busiest hour which will also have to be factored in during future year evaluations of staffing. MCP has mentored the Operations committee on how to gather and decipher the busiest hour data.

MCP uses the projected population to predict the call volumes for the next 20 year terms. For the purposes of this report, the combined 9-1-1 call volume was used as the collocated PSAPs are considering sharing 9-1-1 call taking duties. The incidents were also taken as an aggregate, as the only outcome we need for the programming study is the number of workstations, regardless of their ownership.



Table 7 – Current and Projected Workstations

Current and Projected Workstations	Current	Current Calculated	2020 Calculated	2020 Suggested	2030 Calculated	2030 Suggested	2040 Calculated	2040 Suggested
Calltaker Workstations	HSCO 6 SMPD 6 TxSU 2 KPD 3	2	3	2	4	4	6	6
Law Dispatch Workstations		2	2	4	2	4	2	4
Fire/EMS Workstations		1	1	2	1	2	1	2
Non-Emerg. Calltaker Workstations		5	8	8	12	12	19	19
Overflow/Tactical Workstations		3		4		5		6
Supervisory Workstations		1		5		5		5
Total Workstations	17	14*		25**		32**		42**

*Calculated upon total call volume or calls for service, not considering separate agencies

**Considering separate agencies (HC, SM, TxSt, KPD, CT/FD)

NCIC Operators are not factored into the numbers above. Assumption: NCIC handled by warrant staff.

Taking into consideration, the current PSAPs estimated average processing time for call-taking, actual hours available to work the position and consideration for the actual attrition rate, the needed positions to answer the current 9-1-1 call volume alone is two. For law enforcement, non-emergency (Non-ER) calls and fire/EMS, the remaining 15 existing workstations were deemed sufficient. For the next two timeframes, the current values for processing time, telecommunicator availability and attrition rate were used in the NENA formula to derive the needed positions from the expected call volumes and incidents.

Coverage of Positions

Call and incident volumes must be correlated with the operational requirements at a PSAP to identify how many positions should be staffed. Incoming call volumes often dictate how many positions must be staffed to answer calls at any given time. The correlation is somewhat different, however, when assessing the need for dispatch positions, incidents must be dispatched regardless of how many there are. Incident volumes may indicate the need for one or more dispatch positions. At least one position per agency must be staffed at all times regardless of the workload.

When assessing the coverage of PSAP positions, personnel availability is a factor. Availability takes into account employee leave, breaks, utilization, and attrition. The utilization rate and attrition rate have significant impact on staffing. The attrition rate is based on new hires that fail to complete the probationary/training period and the number of experienced employees who leave for any reason. Reducing the attrition rate and assuring that personnel are utilized efficiently can reduce the total number of telecommunicator staff needed. On average, it takes four to five 5 FTEs to staff one position 24 hours a day, 7 days a week (24/7); without taking any other factors (such as leave) into consideration. For the County PSAPs, it takes approximately 5.7 FTEs to staff one position 24/7. This is primarily due to the 76 percent telecommunicator availability due to multi-tasking as a call-taker and a dispatcher currently.



Currently the PSAPs collectively staff the following positions 24/7, at minimum, except as noted below:

- Hays County Sheriff's Office(HCSO)
 - Three Fire/EMS/Call-takers, One PD Dispatcher on Days; and drop to 2 Fire/EMS/Calltakers and 1 PD Dispatcher on Nights
- San Marcos PD
 - One of each of the following: Call-taker, PD Dispatcher, NCIC, Fire/EMS, Supervisor 24/7
- Kyle PD
 - One of each of the following: PD Dispatcher on Days, Call-taker and PD Dispatcher on Nights
- Texas State Univ. PD
 - Two PD Dispatcher/Calltaker on Days and Evenings; drop to one on Nights

Recommendation

The collocated center will house 5 areas on the operational floor for calltake and dispatching consisting of 9-1-1 Calltake, Hays County PSAP, San Marcos PSAP, Texas State PSAP, Kyle PSAP and Fire/EMS Dispatch. MCP recommends Hays County continue to work toward the collaborative spirit which brought them to the shared calltake decision and extend it to the dispatching operation. This will allow the county to recognize the full impact of savings through cost sharing.

8.1 PERFORMANCE METRICS AND NATIONAL STANDARDS

Calculations for workload and position coverage must also take performance metrics into account. Performance metrics measure the operational efficiency of a PSAP against targeted goals and established standards. MCP uses performance metrics and national standards to ascertain how staff utilization may be positively or negatively impacting PSAP operations.

The most common metric involves the average time it takes a PSAP to answer its incoming emergency calls. PSAPs typically try to align their call answering goals to either NENA or National Fire Protection Association (NFPA) standards. NENA recommends that “Ninety percent (90%) of all 9-1-1 calls arriving at the PSAP shall be answered within ten (10) seconds during the busy hour (the hour each day with the greatest call volume, as defined in the NENA Master Glossary 00-001). Ninety-five (95%) of all 9-1-1 calls should be answered within twenty (20) seconds.”⁸

NFPA 1221 focuses on emergency communications systems and PSAP operational best practices. The latest edition (2013) of NFPA 1221 states that “Ninety-five percent of alarms received on emergency

⁸ NENA Call Answering Standard/Model Recommendation, Document 56-005 Section 3.1 June 10, 2006



lines shall be answered within 15 seconds, and 99 percent of alarms shall be answered within 40 seconds.”⁹

Another metric that is important to assess is how long on average it takes a telecommunicator to process an incoming emergency call. This metric assists in identifying whether or not calls are being handled efficiently and trends that may be of impact. NFPA 1221, 7.4.2, states “With the exception of the call types identified in 7.4.2.2, 80 percent of emergency alarm processing shall be completed within 60 seconds, and 95 percent of alarm processing shall be completed within 106 seconds.”¹⁰

Section 7.4.2.2 states “Emergency alarm processing for the following call types shall be completed within 90 seconds 90 percent of the time and within 120 seconds 99 percent of the time:

- (1) Calls requiring emergency medical dispatch questioning and pre-arrival medical instructions
- (2) Calls requiring language translation
- (3) Calls requiring the use of a TTY/TDD device or audio/video relay services
- (4) Calls of criminal activity that require information vital to responder safety prior to dispatching units
- (5) Hazardous material incidents
- (6) Technical rescue”¹¹

Pre-arrival instructions are part of the fire and medical protocols in use by HCSO and “usually require the Telecommunicator to remain in communication with the caller for the duration of the call, unless emergency disconnect procedures are implemented.”¹² NFPA 1221, A7.3.2, further states that a “...telecommunicator cannot perform pre-arrival instructions and dispatch emergency responders without detracting from one or the other.”

Findings

MCP evaluated the Hays County PSAP’s call volumes, position coverage requirements, personnel utilization, and a high-level review of nationally recognized performance metrics. Based upon our findings, MCP presents the following findings.

The current performance of staff for the combined PSAPs is not enough to meet national standards for processing 9-1-1 calls.

The Hays County PSAPs have an overall average call processing time of 2.3 minutes (138 seconds) for 9-1-1 calls, which is higher than NFPA standards. The County Sheriff also relies on supervisors, law and fire dispatchers to answer 9-1-1 calls and provide pre-arrival instructions, while simultaneously

⁹ NFPA 1221 *Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems* (Edition 2013), Section 7.4.1.

¹⁰ Ibid., Section 7.4.2

¹¹ Ibid., Section 7.4.2.2.

¹² Ibid., Section A7.3.2.



managing radio traffic. The Kyle and Texas State University PSAPs also employ multi-tasking methods for dispatch and call-take. However, San Marcos Police Communications does not depend on multi-tasking call-takers, and provides supervision for each shift. The supervisors do not work a position while performing supervisory duties. Following San Marcos's configuration is recommended, as the nature of emergency communications lends itself to readily available supervision when assistance is required by the staff.

Implementing a bank of combined, cross-trained call-takers will allow the new center to better align with the national standards. Provided the caller no longer is to be transferred to another agency to receive fire/EMS services, including possible PAIs, the duration of calls and risks can be reduced. The call-taker will no longer be multi-tasking to get the call dispatched to the responding unit, thereby reducing the average time spent on each call. The fact the call-taker is now focused on the emergency call at hand, will prove to be an increase in availability, as they are no longer multi-tasking with radio and other non-dispatch related functions. In addition, when transferring an emergency caller, there is a recognized risk of dropping the call or a technological point of failure. By eliminating this step, the risk is mitigated.

As police incident volumes are likely to increase in proportion to the increase in call volume, fire/EMS call volumes are likely to increase as well, not only due to the increase in call volume, but due to the aging population.

Calls and incidents currently handled by the services position may increase in proportion to police incidents; this impact can be mitigated through efficient use of mobile data applications by law enforcement personnel.

MCP highly recommends the collocated PSAPs agree upon and institute performance measurements for their center. Based upon these performance measures, the Standard Operating Guidelines (SOGs) and training materials should be maintained. A combined call-take function across all agencies should be employed with dedicated supervision per shift. In lieu of political will to fully consolidate, the dispatching function and administrative telephone responsibilities would remain with the individual agencies.

The future positions do not all require immediate implementation or installation of technology as they exist currently. By sharing the call-taking and fire/EMS dispatching duties throughout the county, the expectation is to reduce overall workstation counts. However, the collocated PSAP should ensure there are additional positions available for overflow calltake and/or tactical dispatching capabilities.

MCP believes that the above recommendations will improve efficiency at the Collocated Hays County PSAP and assure that the County is well positioned as it transitions to the new PSAP/EOC/Training facility.

As has already been recognized by the Task Force, the co-location and combining of the call-take function will alleviate the need for staffing by each individual agency. Coupled with the sharing of SOGs



for call-taking functions, the County will be provided with a consistent level of service regardless of their calling location within the county. The most beneficial outcome of sharing the call-taking function is the reduction of risk. There is always a risk when transferring calls of an emergency nature. There is also a time saving benefit in having the call-taker cross-trained in law, fire and emergency medical dispatch for the caller as they will no longer be asked the nature of the emergency, then transferred to another entity. The caller will be handled efficiently from the first call-taker who is able to provide PAIs if needed, without having to interrupt the caller with giving radio commands to responding units. The call-taker is able to continue giving PAIs while the information is entered into the shared CAD system and delivered to the dispatcher's screen for alerting and sending responding units. As the call-taker continues to provide updates through the CAD system to the dispatcher, the caller is assured they are given the most effective and efficient service from the Hays County PSAP.

9. COLLOCATED HUMAN RESOURCE CONSIDERATIONS

It is often said that employees are a company's greatest asset yet they are among the last considerations when companies institute change. One of the most valuable assets to the PSAP is the human resource, or more humanly referred to as employees. When consideration is given to collocation of PSAPs, the interest usually is focused on the technology, building, or what is termed "hard costs". Unfortunately, the "soft costs", or the employee factors seldom are reviewed in detail prior to the collocation of PSAPs. If these human factors are not considered very seriously, it could result in high turnover in a low morale working environment when employees are adjusting to change within an already high stress environment. The operations committee has identified this as one of their objectives. MCP encourages the leadership in each jurisdiction to support their efforts by engaging Human Resources appointees to provide necessary guidance to the committee.

Employee Buy In

Erica Carpenter, working with the operations committee, has done a great job of ensuring all agencies are involved in the activities of the committee at the employee level. She has a solid understanding of the cultures involved at each PSAP and will continue to work with the committee to address the soft needs of the collocation project. MCP suggests communication and open dialogue with the employees who will be affected. Realizing the employees are limited with time away from the workplace due to overtime and family commitments, perhaps a briefing period before and after shifts could be utilized by the PSAP management to share the Operations Committee updates. It is also beneficial for the leaders of the agencies/cities to join these update sessions from time to time to show their buy-in for the collocation idea. If the employees don't believe leadership is onboard with collocation, they too, will not be supportive of the concept.

Salary and Benefits Comparison

MCP has completed a salary comparison study and shared the outcome as seen below in Table 8 below for the Operations Committee, Task Force, and Executive Committee by uploading to the



SharePoint site. In addition to the salary comparison, the benefits offered by each jurisdiction are also of great importance to employees who are faced with collocation. Therefore, MCP has also created a benefits “at a glance” matrix for review of Benefits currently offered by each employer. Table 8 has also been uploaded to the County’s SharePoint site.

Some assumptions were made as all positions were not equal across the agencies. Therefore, as noted, if the agency employed Lead Dispatchers, but not a Supervisor in the PSAP, then this position was considered equal to that of a Supervisor in other PSAPs due to likeness in duties. Again, the same assumption was maintained with PSAP Managers and Directors positions.

The benefits matrix is showing a high level overview of each agency’s benefit plan. The operations committee will need to work with the Human Resources professionals in each jurisdiction to ensure they have a strong understanding of the possible benefits which may or may not come with the employees collocating to the new center. The Executive Committee will, of course, have the final say on what the salary and benefit plans will entail; however, the operations committee will need to have a solid understanding of these in order to maintain the open communications with the affected employees to ensure they are well informed. The following paragraphs will detail the soft costs needing consideration in the process of consolidation for the employees.

When collocating PSAPs, the employee is most concerned with salary considerations after the idea their job may be going away. With the economic constraints placed on many PSAPs and supporting agencies, it is unreasonable to believe that raising the incoming dispatcher salary to the highest range is the hard and fast rule. With the assistance of the Human Resources professionals, new job descriptions or altered job descriptions may be determined with the Operations Committee. Considering the PSAPs have agreed to share the calltake function, there is opportunity to rewrite the job descriptions and include class separation from calltaker to dispatcher. Should the Hays County PSAPs determine the calltaker is a separate classification than the dispatcher, there is an opportunity to create a career path for the employee. These decisions will become recommendations made by the Operations Committee members to the Task Force for presentation to the Executive Board for final approvals.

MCP recommends Hays County collocated PSAP consider a probationary pay scale for all incoming new hires. Once the new hire completes all training and is filling a position on the schedule as a productive employee, they would then begin the dispatcher pay scale. Furthermore, the new hire employee would begin the appropriate probationary period when released from all training and is filling a seat in the dispatch center.

The most difficult hurdle to overcome when considering collocated center salaries is the belief the other agencies are paying more for less work. MCP recommends the salaries be agreed to across the agencies to eliminate job hopping by the employees from agency to agency. Should the calltaker position differ in salary from the dispatcher, there may be job hopping as the calltaker decides to take the leap into dispatching.



Table 8 – Salary Comparison

Position Titles	Dispatcher				Lead/Supervisor				Manager/Director			
Agency	Average Actual	Min	Mid	Max	Average Actual	Min	Mid	Max	Average Actual	Min	Mid	Max
Salary Findings - Lowest												
Yearly	\$28,077.75	\$23,088.00	\$30,555.20	\$38,022.40	\$37,840.00	\$32,981.00	\$37,053.00	\$41,125.00	\$48,506.00	\$41,666.00	\$47,450.00	\$53,235.00
Monthly	\$ 2,729.66	\$ 1,924.00	\$ 2,546.27	\$ 3,168.53	\$ 3,153.33	\$ 2,748.42	\$ 3,087.75	\$ 3,427.08	\$ 4,042.17	\$ 3,472.17	\$ 3,954.17	\$ 4,436.25
Hourly	\$ 15.75	\$ 11.10	\$ 14.69	\$ 18.28	\$ 18.19	\$ 15.86	\$ 17.81	\$ 19.77	\$ 3.32	\$ 20.03	\$ 22.81	\$ 25.59
Salary Findings - Median												
Yearly	\$33,033.74	\$29,738.50	\$35,523.00	\$41,352.20	\$44,272.94	\$36,044.00	\$45,055.00	\$54,066.00	\$54,962.38	\$43,448.90	\$50,983.25	\$61,351.60
Monthly	\$ 2,752.81	\$ 2,478.21	\$ 2,960.25	\$ 3,446.02	\$ 3,689.41	\$ 3,003.67	\$ 3,754.58	\$ 4,505.50	\$ 4,580.20	\$ 3,620.74	\$ 4,248.60	\$ 5,112.63
Hourly	\$ 15.88	\$ 14.30	\$ 17.08	\$ 19.88	\$ 21.29	\$ 17.33	\$ 21.66	\$ 25.99	\$ 26.42	\$ 20.89	\$ 24.51	\$ 29.50
Salary Findings - Highest												
Yearly	\$37,398.40	\$32,843.20	\$41,059.20	\$49,275.20	\$47,018.40	\$39,936.00	\$49,920.00	\$59,904.00	\$56,784.00	\$48,526.40	\$60,673.60	\$72,800.00
Monthly	\$ 3,116.53	\$ 2,736.93	\$ 3,421.60	\$ 4,106.27	\$ 3,918.20	\$ 3,328.00	\$ 4,160.00	\$ 4,992.00	\$ 4,732.00	\$ 4,043.87	\$ 5,056.13	\$ 6,066.67
Hourly	\$ 17.98	\$ 15.79	\$ 19.74	\$ 23.69	\$ 22.61	\$ 19.20	\$ 24.00	\$ 28.80	\$ 27.30	\$ 23.33	\$ 29.17	\$ 35.00

Note: Leads are considered Supervisors; if Supervisor was top classification in Center, considered as Manager/Director



According to the National 911 Office,¹³ the average salary range for the 911 dispatcher in the central Texas area from San Antonio to Killeen-Temple-Ft. Hood area is approximately \$13.38-\$17.68 an hour with an average annual salary of \$27,830 - \$36,770 as seen in Table 9 below. The current salaries for the participating PSAPs are in line with the surrounding agencies.

Table 9 – 911 Dispatcher Salaries in Texas

Area name	Hourly mean wage	Annual mean wage	Hourly median wage	Hourly 75th percentile wage	Hourly 90th percentile wage	Annual median wage	Annual 75th percentile wage	Annual 90th percentile wage
Austin-Round Rock-San Marcos TX	\$17.68	\$36,770	\$17.35	\$20.37	\$22.74	\$36,080	\$42,380	\$47,310
Killeen-Temple-Fort Hood TX	\$13.38	\$27,830	\$13.11	\$14.36	\$17.16	\$27,260	\$29,870	\$35,700
San Antonio-New Braunfels TX	\$15.18	\$31,580	\$14.80	\$17.17	\$18.85	\$30,790	\$35,710	\$39,200
Central Texas non-metropolitan area	\$14.08	\$29,290	\$13.82	\$15.94	\$17.89	\$28,750	\$33,160	\$37,200

The benefits are another consideration entirely, as the dispatchers will still work for the agencies currently employing them, as recommended by the Operations committee, inevitably there will be talk amongst those employees as it relates to their benefits. MCP again recommends the Human Resource professionals from each agency be engaged to submit final recommendations to the Task Force for consideration and ultimately presentation to the Executive Board for final determination. Below is a high level comparison of benefits currently offered to the dispatch employees, as provided by the jurisdiction.

¹³ <http://www.911dispatcheredu.org/texas/texas-salary/>



Table 10 – Benefit Comparison

BENEFIT DESCRIPTION	HAYS COUNTY	CITY OF SAN MARCOS	CITY OF KYLE	TEXAS STATE UNIV
Holidays	Paid - 10 Days Recognized	Paid - 12 Days Recognized	Paid - 12 Days Recognized	Paid - 17 Days Recognized (incl Spring Break)
Vacation	Paid - Increases with Longevity	Paid - 15 days (1-10 years) 20 days (over 10 years)	Paid - 10 days (1-9 years) 15 days (10-19 years) 18 days (20+ years)	Paid - increases with Longevity Accrual 8-21hr/mo
Sick Leave	Paid - Accrual rate 8hr/mo	Paid - Accrual rate 4.62 hrs/ppd, max 15 days/year	Paid - Accrual rate 8hr/mo	Paid - Accrual 8hr/mo Pool available max 90 days per catastrophic illness/injury, 180 days lifetime maximum
Family Medical Leave	Yes; 12 weeks after 365 calendar days w/ 1250 hours worked	Yes; 12 weeks after 365 calendar days w/ 1250 hours worked	Yes; 12 weeks after 365 calendar days w/ 1250 hours worked	Yes
Bereavement Leave (Funeral)	Yes; up to 3 days	Yes; up to 3 days	Yes; up to 3 days	Yes
Military Leave	Yes; up to 5 years	Yes; up to 3 days		Yes
Jury Duty	Yes; paid for duration			Yes
Group Medical	No cost to employee	No cost to employee; dependent care voluntary paid by employee	No cost to employee; dependent care voluntary paid by employee	Yes; No cost to employee plus 50% premium for dependent coverage
Dental	No cost to employee	No cost to employee; dependent care voluntary paid by employee	No cost to employee; dependent care voluntary paid by employee	Voluntary paid by employee
Vision	Voluntary paid by employee		No cost to employee; dependent care voluntary paid by employee	
Flexible Spending Account/Benefit Plan	Yes	Yes	Yes	Yes
Retirement		TMRS; Employee contributes 7%; City matches 2:1	TMRS	Yes, Teacher Retirement System - employee contributes 6.4%, TxSU contributes 6.8%; or Optional Retirement Program - Employee contributes 6.65%, TxSU contributes 6.6% (or 8.5% prior to 9/95)
Deferred Compensation Plan	Voluntary paid by employee	Voluntary paid by employee	Yes; 457 plan	Yes; Regular 403(b) or Roth 403(b) or Texa\$aver 457 Plan
Defined Benefit Pension	Paid by County and Employee - Employee 7% of gross;			



BENEFIT DESCRIPTION	HAYS COUNTY	CITY OF SAN MARCOS	CITY OF KYLE	TEXAS STATE UNIV
	match \$1:\$2.25 by County; Vested after 8 yrs			
Life Insurance	Basic paid by County	Paid by City - Term Life (\$25,000) and AD&D (\$25,000) paid by City	Paid by City - Term and AD&D (\$20,000 EE's; \$40,000 Mgrs; \$100,000 Administrators)	
Voluntary Life Insurance	Voluntary paid by employee	Voluntary paid by employee	Voluntary paid by employee	Voluntary paid by employee; dependent life
Supplemental Insurance Products	Voluntary paid by employee	No cost to employee; equal to one year's salary (Supplemental Death)		
Voluntary Long Term Disability	Voluntary paid by employee	Voluntary paid by employee	Yes, short and long term voluntary paid by City	Yes, short and long term voluntary paid by employee
Longevity	Yes	Yes, after 1 year of service; \$4/mo for every year up to 25 years.	Yes, after 1 year of service; \$6/mo up to 25 years.	Yes; State (\$20/mo for every 2 years, max 42 years; and University (1.5% increase to base salary every 2 years up to a max of four increases)
Uniform Allowance	Yes	Yes		
Certification Pay				
Shift Differential				
Worker's Compensation Benefit	Yes			Yes
Hazardous Pay				Commissioned Officers \$10/mo for each year of hazardous duty service
Tuition Reimbursement		Yes; after 6 mo of employment		Paid time off to enroll in courses, some fees covered.
Employee Assistance Program		Yes	Yes	Yes
Professional Development				No cost to employee
Other Benefits	Direct Deposit; Paid time off for inclement weather	Credit Union; Membership in the San Marcos Activity Center for employee, family at resident individual rates.	Credit Union; Healthy Initiative Wellness Program @ no charge to employee, if employee completes plan, will receive \$150 incentive check.	Use of recreational facilities (most without fees); discounts - bookstore, tickets, library.



Collocated Staffing

The operations committee suggests the following staffing structure as shown in Figure 4 below. This structure will be presented to the Task Force for approval and presentation to the Executive Board for final approvals.

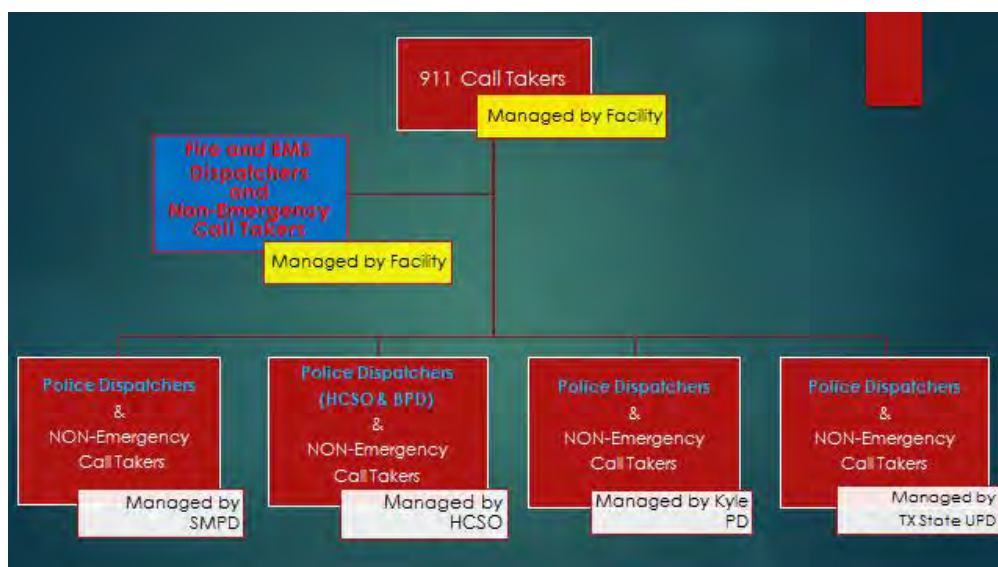


Figure 4 - Cost Per Call

To understand the proposed staffing from the Operations Committee, one must understand the current workstation plan for the originating PSAPs as shown in Figure 5 below.

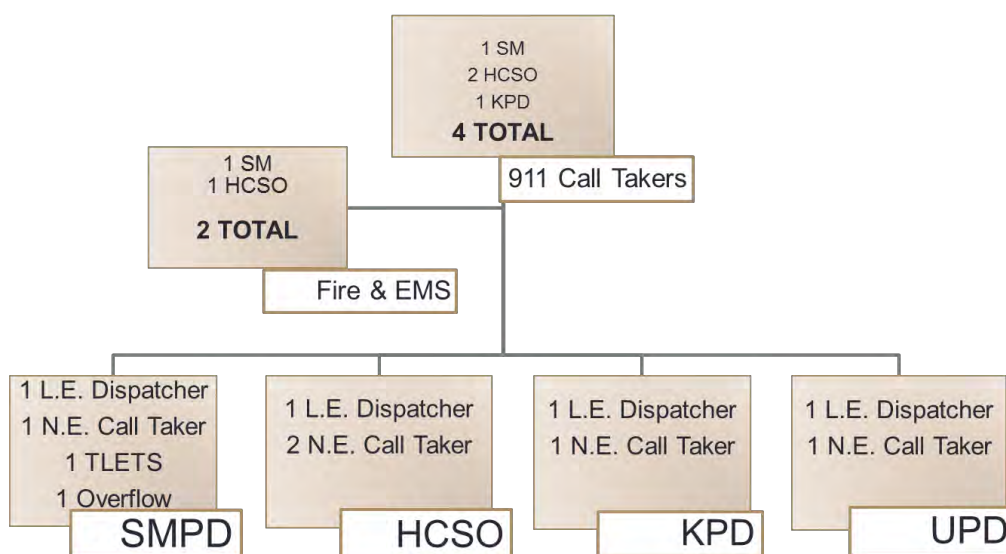


Figure 5 - Current PSAP Workstation Distribution (17 existing workstations)



The existing PSAP's 17 workstations were placed into the new collocated structure. The call volume study recommended only 2 positions are required for current call volumes. Therefore there are two workstations which can be made available for overflow calltake/training in the new center. Also noted, there is one TLETs operator position at the County level, rather than each agency requiring duplicate services. Since all warrants are at the County level, this makes sense to place the function under the County's supervision only. In addition to these positions, there will be non-dispatch warrant employees within the center. These employees are interacting more with the Courts and County departments rather than the Sheriff's Deputies directly, as is the case with dispatch personnel.

The Hays County task Force recommends that initially 20 positions be fully functional (technology and furniture), with 25 positions included in the initial footprint and 35 positions with additional build out, shown in Figure 6 below.

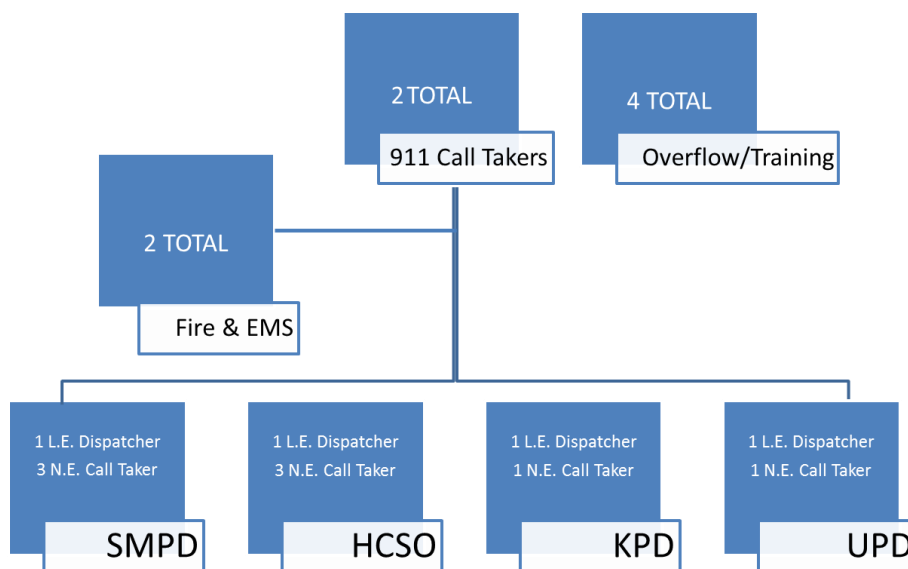


Figure 6 - Proposed PSAP Workstation Distribution, 2020

The total number of proposed workstations for 2020 is 25, according to MCP calculations. Considering the time it will take the County for election, procurement and planning , build out of the actual space, this is considered the starting point for the PSAP workstation distribution upon move in.

With additional build out, the expected space for 35 positions will be needed by 2030 and 42 positions by 2040 according to MCP calculations. The Task Force has recommended space for 25 positions with 20 positions for move in. Additional build out to accommodate 35 workstations by the year 2030.



10. BACKUP PSAP PLANNING FOR COLLOCATED SYSTEM

When collocating PSAPs into a single PSAP, there must be consideration for the backup for the PSAP operations should the conditions arise which will require the evacuation of the building. Currently, the Hays County PSAPs back each other up when calls are either overflowing at a center or the center must transfer their incoming trunks to another site due to exigent circumstances. The overflow 911 calls for the collocated center can be handled by the non-emergency calltakers within the center. However, when considering evacuation, the collocated center will need to have an agreement with another entity of like size to handle their call load while transitioning to the backup center. In addition to the call routing considerations, the PSAPs should consider utilizing one of the current PSAPs as a backup site to the collocated center. Not only will 911 calls need to be accounted for during the evacuation, but also the dispatching and tracking of units in the CAD system, radio capabilities and network connectivity.

Recommendation

MCP would recommend the use of the Hays County Sheriff's Office, as they are currently connected to other agencies for backup purposes at this time, minimizing the efforts and costs to bring it operational as a backup site. The IT/Technical committee in conjunction with the Operations Committee will propose their recommendations to the Task Force for approval and submission for final approval to the Executive Board. MCP recommends the inclusion of CAPCOG during the discussions for backup PSAP planning and continued operations planning, as ultimately there will be a request for approval by their Board. It is understood Hays County is well represented on the CAPCOG Board which will serve the center well when keeping them informed.

11. COST CONSIDERATIONS

The Hays County collocated center will have several facets of cost to consider, including new positions to support the collocated center. Table 11, below depicts the expected costs of staff employed by the center. The positions will be determined by the Task Force and sent as a recommendation to the Executive Board for final approval.



Table 11 – Expected Costs of Staff

Position Title	Qty	Annual Salary	Total
PSAP Director ¹	1	\$ 82,272.00	\$ 82,272.00
Information Technology Manager ¹	1	\$ 60,878.00	\$ 60,878.00
Training and Retention Manager ²	1	\$ 54,962.38	\$ 54,962.38
CAD/GIS Technician ¹	1	\$ 59,550.00	\$ 59,550.00
Network Technician ¹	1	\$ 59,550.00	\$ 59,550.00
Mobile Data Technician ¹	1	\$ 42,885.00	\$ 42,885.00
Quality Assurance Supervisor ¹	1	\$ 43,031.00	\$ 43,031.00
Operations Supervisor ²	5	\$ 44,272.94	\$ 221,364.70
9-1-1 Calltaker ²	10	\$ 33,033.74	\$ 330,337.40
Fire/EMS Dispatcher ²	10	\$ 33,033.74	\$ 330,337.40
Administrative Assistant ¹	1	\$ 36,001.00	\$ 36,001.00
Total	33		\$ 1,321,168.88

¹According to Bureau of Labor Statistics, Table 13. Full-time State and Local Government Workers: ...Austin-Round Rock-San Marcos, TX, May 2010.

²According to Hays County Salary Survey conducted by MCP.

Hays County is one of ten counties CAPCOG provides 9-1-1 equipment and maintenance, training and public education materials for within their region. The current support from CAPCOG is expected to remain the same. Funding for 9-1-1 in this region is from fees collected from phone lines (wireline, wireless, and VoIP) and a 2 per-cent fee on each prepaid wireless phone. The collocation of PSAPs will not disrupt any funding plans from CAPCOG. However, the collocation of PSAPs will actually save the CAPCOG money. The savings will be realized by the reduction of duplicate equipment throughout the Hays County PSAPs. MCP recommends CAPCOG be included in any talks involving backup site planning, to ensure approval for the PSAP is well known prior to CAPCOG Board approval. Considering there are several members of the sitting board from Hays County, this should be easily achievable.

The building costs will be determined after a site location is determined and conceptual design is performed by the architect. The anticipated cost for the technology for the new collocated center is approximately \$568,417.20, as determined by MCP. The IT/Technology committee provided their draft report for review by MCP. MCP provided comment and the committee is currently reviewing comments for their final draft. The report from the committee will include technology needs for the entire building, whereas MCP is providing costs associated only with the PSAP, EOC, and supporting spaces. MCP's findings are in Table 12 below.



Table 12 – Technology Needs

Equipment		Cost
PSAP Furniture		\$82,368.60
911 Telephone System		\$25,500.00
Master Station Clocks and Displays		\$10,000.00
Admin Telephony		\$73,600.00
Network Equipment		\$25,000.00
EOC Furniture/Equipment		\$73,198.60
Audiovisual		\$168,750.00
In-Building Communications System (Cell/Radio extender)		\$40,000.00
Ancillary Computer Equipment for entire building		\$20,000.00
Off Site Telecomm Utility Connection		\$50,000.00
Total		\$568,417.20



Appendix A – Austin/ Travis CTECC – Austin, Texas

**Interlocal Agreement for Operations and Maintenance of the
Combined Emergency Communications
Facility and Supported Systems**

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Interlocal Agreement (the Agreement) is between the **State of Texas**, acting through its **Texas Department of Transportation**, the **City of Austin**, **Travis County**, and the **Capital Metropolitan Transit Authority**, (sometimes collectively referred to as the "Parties" or individually referred to as the "Party") each acting through their respective duly authorized officers or employees.

RECITALS

The Parties, consisting of regional public safety and public service agencies, have formed a coalition with a common vision of improved public service through a partnership of performance. This regional coalition has developed a mission to deliver nationally recognized public safety and public service by working together in a spirit of cooperation, trust, dedication, honesty, commitment, and accountability. The regional coalition desires to maintain a role as leaders in the delivery of emergency and transportation services by ensuring that the CEC and 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 supporting operation and maintenance of a regional Combined Emergency Communications and Transportation Management Center(CEC) and the associated Austin/Travis County Emergency Operations Center, Computer Aided Dispatch System, City of Austin Fire and A/TCEMS Records Management System, City of Austin Police Records Management System, Travis County Law Enforcement Records Management System, 9-1-1 System, and a TxDOT Intelligent Transportation System, all or portions of which will be located in the CEC.

To date, the Parties have developed the CEC by providing a site and designing and constructing the CEC.

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 forty-nine (49) years in increments of twelve (12) months commencing on the date the last Party executes this Agreement (the "Effective Date"). The first year of this Agreement will be less than twelve (12) months, and will end on August 14, 2002. Subsequently, this Agreement will be automatically renewed for twelve (12) month periods, on August 14th annually, subject to earlier termination as provided below.

3. **Definitions**

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

Capital Metro means the Capital Metropolitan Transportation Authority.

COA means the City of Austin, which has several departments or divisions participating in this Agreement.

COA-AFD means the City of Austin Fire Department.

COA-APD means the City of Austin Police Department.

COA City Manager means the City of Austin City Manager, or designee.

Combined Emergency Communications Center (CEC) means the regional integrated and coordinated combined emergency communications and transportation management center, inclusive of the Facility, structures on and around the Facility on the CEC Site, as well as the Systems on and within the Facility. The Combined Emergency Communications and Transportation Management Center will house the Austin/Travis County Emergency Operations Center and support the operation and maintenance of critical public safety and emergency communications systems for the Austin/Travis County area.

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

Day, unless otherwise described, means calendar day.

7/11/2002

Capital Expenses means expenses required to be budgeted for Capital Costs in excess of \$100,000 in any one budget year, and which may be partially funded in a multi-year Capital Improvement Plan program.

Costs are defined below by category and types of costs, as shown on the Implementation Budget Pro Forma, **Exhibit A**, and the Estimated Operation Budget Pro Forma, **Exhibit B**. **Exhibits A and B** can be amended in the manner set out in **Section 8. Budget**.

Capital Costs means all costs associated with any additions, repairs, replacement, or upgrades to the Combined Emergency Communications Center and the Systems it supports after initial construction of the CEC or Systems is completed.

Operating Costs means all costs incurred to occupy and use the Facility, including without limitation, Commodities Costs, Contractual Costs, Personnel Costs, and System Costs, and further including building system services, utility costs, custodial services, grounds maintenance, security, and the normal, periodic maintenance, tuning, servicing, inspecting, parts replacement and repair, and other similar activities that are intended to keep the Facility and 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 CEC Budget.

COA CEC Program Management and Administrative Services Costs means those COA costs associated with providing management and administrative services, which will be reimbursed as if COA were a third-party vendor of those services, and not otherwise included as a Cost herein. (e.g., mail service, IT support, etc.)

Commodities Costs means all costs associated with outright purchase of goods and services, such as photographic supplies, developing and printing; educational materials; books; office supplies; computer supplies; computer software; small 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; pagers; utility costs; vehicle maintenance and fuel costs; vending machines; education and seminar fees; travel for training; mileage reimbursement; Facility insurance and content insurance for Shared Systems; building maintenance; security services; office equipment maintenance; computer hardware and software maintenance; telephone base costs; and postage, printing, and binding.

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

Systems Costs means all costs associated with Shared Employee Personnel Costs and related costs to operate or upgrade the Systems, hardware, and software

licenses; to provide training, and support; costs associated with maintenance contracts.

Internal Program Costs means all costs each Party must annually budget to pay all costs associated with each System it operates out of the CEC Facility, including Internal Program Employee Costs, but excluding the Capital Costs and Operating Costs allocated under this Agreement.

Employees are either "Shared Employees" or "Internal Program Employees" for purposes of this Agreement.

Internal Program Employees means those employees employed directly by a Party to support one or more Systems at the CEC Facility, excluding Shared Employees.

Shared Employees means those employees employed by COA to support one or more Systems at the CEC Facility and whose salary is funded by contributions from the Parties through the Budget process.

Facility means the actual CEC building structure and related site improvements being constructed at 5010 Old Manor Road.

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

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

Partially Shared Facilities means that portion of the Facilities designated for use by specifically designated Parties as shown on **Exhibit C**.

Exhibit C will be amended to change the location and/or proportion of Exclusive and Shared Facilities to reflect the changes if the Parties enter into a sublease under the Lease or amend the Lease, and it becomes effective when all relevant Parties execute the sublease, or all Parties execute the Lease Amendment, whichever is applicable. A color-coded floor plan will be on file in the office of the General Manager [and will be distributed when available].

Lease means the CEC Lease Agreement dated August 14, 2001, a current copy of which is on file in the office of the General Manager.

Office means the Office of CEC Program set up by the COA City Manager as an office of the City of Austin.

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 5010 Old Manor Rd. being developed for the Combined Emergency Communications and Transportation Center (CEC), which is owned by and under the direct control of the COA and designated for the operation of regional combined emergency communications and transportation management.

State of Texas means the "State Agencies" that are Parties to this Agreement and acting on behalf of the State of Texas, e.g. TxDOT.

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.

Internal Program System means a System that is operated by one Party without using Shared Employees to support any portion of the System.

Shared System means a System that is operated by one or more of the Parties and does use Shared Employees to support that System.

Regional Trunked Voice Radio System (Radio) means an 800 MHz regional trunked radio system that will provide total inter-departmental communication capability between all agencies utilizing the new network, portable radio coverage throughout Travis County and surrounding areas, adequate capacity to meet long-term needs for ten years, 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 Travis County for sharing data. Interfaces with 9-1-1 call taking systems, Travis County Sheriff's Records Management System, City of Austin Public Safety Records Management Systems, and TxDOT ITS, including all related interfaces resulting in improved situation management during public safety emergencies.

COA AFD and A/TCEMS Records Management System (COA-AFD RMS) means an incident reporting system which also allows for management of data relating to personnel, fleet, patient records, building inspections, and other business needs specific to the AFD and A/TCEMS Departments.

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

Travis County Law Enforcement Records Management System (TCLE RMS) means an incident reporting system which also allows for management of data relating to

warrants, investigation, personnel and other business needs specific to the County's Sheriff's Office and Constables.

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.

Intelligent Transportation System (TxDOT ITS) means a system of a number of components, a portion of which is owned and operated by TxDOT, including closed circuit television (CCTV) video cameras and monitors, dynamic message signs, vehicle detectors, traffic signal timing, lane control signals, command and control software, courtesy patrol, and highway advisory radio (HAR) to provide travelers with information concerning the transportation system allowing them to make informed decisions to avoid travel delays and integrated with other regional systems.

Systems Improvements means all hardware and software procured for each System.

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

TxDOT means the Texas Department of Transportation Austin District.

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 CEC Program, including establishing an organizational structure and funding process. A Table of Participation that shows which Parties participate in which Systems and their level of participation is attached as **Exhibit D**.

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

5. Governing Board.

5.A. Purpose. The Governing Board shall annually approve a draft CEC Budget and recommend approval of the Budget to the governing bodies of the Parties. The Governing Board will also set policy for the CEC Program and assist in the resolution of CEC Program issues.

5.B. Composition. The Governing Board will be composed of the COA's City Manager, Travis County's Executive Manager of Justice and Public Safety, Capital Metro's President/CEO, and TxDOT's District Engineer. Three members of the Governing Board constitutes a quorum to conduct business.

5.C. Secretary. The General Manager, or designee, shall serve as secretary to the Governing Board.

5.D. Meeting Requirements. The Governing Board shall meet at least biannually, but special meetings may be called.

6. Operating Board.

6.A. Purpose. The Program will be administered by an Operating Board, which will provide overall CEC Program direction.

6.B. Composition. The Operating Board will be comprised of members ("Members"), who will be executive-level management from each of the Parties or their designees, such as department heads, TxDOT District/Division directors, or equivalent, of each Party to this Agreement, or his or her respective designee. Any designee must be at least an assistant or deputy department head level executive, or equivalent, of the designating Party, but must not be officed in the Facility, with the exception of the Travis County and City of Austin Emergency Operations Center executives. The Parties' designated Members and/or designees are shown on the attached **Exhibit G**. 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.

A Party with multiple departments participating in the CEC Program will be entitled to one representative on the Operating Board for each such department, (e.g., COA whose police and fire departments use the respective COA-APD RMS or COA-AFD RMS will be entitled to a representative from each department.) Each Party may appoint a proxy, who may attend all Operating Board meetings, but may only vote in the absence of the regular Member. The

Members may only vote on: dispute resolution proceedings, on matters concerning Systems to which they contribute, and on budget recommendations to the Governing Board and each Party's respective governing body, if applicable. The Members will also review and provide input on policies and procedures. If a Party has multiple representatives, only the representatives utilizing the Systems being affected can vote on any matter affecting those Systems.

6.C. Duties. The Operating Board will meet at least quarterly. The Operating Board will examine the apportionment of CEC Program costs between the Parties and recommend any adjustments needed to reflect the beneficial use of the CEC Program by each Party. The Operating Board will annually submit a draft Operating and Capital Program budget to the Governing Board regarding funds needed to maintain, operate, and use the CEC Program. In addition, the Operating Board will provide input into evaluating the performance of the General Manager and will provide input into hiring any new General Manager. The COA's City Manager will give great weight to the Operating Board's evaluation and input, but will retain ultimate hiring and firing responsibility.

6.D. Terms. The appointing Party will determine the term of each Member. All Operating Board Members serve at the pleasure of their appointing Party.

6.E. Attendance Requirements. Either a Member or proxy must attend all meetings. If a Member and the Member's proxy miss more than 25% of the meetings during any calendar year, the Party must promptly appoint a new Member. The Operating Board will schedule meetings.

6.F. Chairman, Vice-Chairman, and Secretary. The Chairman will be elected annually by the Members and may be either a Member or the General Manager. A Vice-Chairman and Secretary will also be elected annually by the Operating Board and shall be Members. The General Manager, who is not a member, will provide the Secretary with staff support to make written minutes of each Operating Board meeting.

6.G. Procedures at Meetings. The Chairman or a majority of the Members may call special meetings of the Operating Board. The Chairman will preside at the meetings and the Vice-Chairman will act in the absence of the Chairman. No action may be taken by the Operating Board without a quorum, which consists of a majority plus one of the Members. Any Member may place items on the Operating Board's meeting agenda by submitting the item to the Chairman at least ten 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 Operating Board, except for those actions specified in this Agreement that require a majority vote of all of the members of the Operating Board. If a decision is brought to the Operating Board that affects a System(s) that only some Members contribute to, only those Members that contribute to the System(s) may vote or be counted towards a quorum for purposes of that vote.

6.H. Actions of Operating Board. The Operating Board may not take any action that would violate any applicable statute, law, regulation, court order, ordinance, commissioner's court order, Texas Transportation Commission Minute Order, or the articles of incorporation, by-laws, or resolutions of Capital Metro. If any such action is taken, it will be null and void.

6.I. Emergency Meetings. The General Manager may call emergency meetings upon 72 hours written notice to the Members to address emergencies or to address budget related items, which may require action by the Parties' governing bodies to increase or decrease currently budgeted expenditures.

7. Staffing and Operations.

7.A. General Manager. The General Manager shall manage the day-to-day operations of the CEC Program under the direction of the Operating Board. The General Manager will also manage the day-to-day operation of the Facility, the Shared Employees and their support of the Systems. The General Manager will report directly to COA's City Manager or the City Manager's designee. The hiring and separation of the General Manager will be determined by COA's City Manager with input from the Operating Board.

7.B. Duties of the General Manager. The General Manager shall:

1. Coordinate Operating Board meetings,
2. Maintain minutes of meetings and CEC Program records.
3. Assure compliance with applicable provisions of the Texas Open Meetings Act, Government Code, Chapter 551,
4. Make recommendations to the Operating Board on the operation and maintenance of the CEC,

5. Supervise the Shared Employees. However, the General Manager will not supervise, manage, or direct any non-COA Party's Internal CEC Program Employees, who shall nonetheless cooperate and coordinate with the General Manager, other Parties Internal CEC Program Employees and the Shared Employees,

6. Provide the first level of administrative dispute resolution as set forth below,

7. Be empowered by the all Parties to this Agreement to make decisions regarding day-to-day operational issues, including making expenditures for budgeted replacement of furniture and equipment, routine repairs, and maintenance in accordance with CEC annual Budget,

8. Maintain a current copy of this Agreement, including any amendments and the most current version of all Exhibits in the General Manager's Office, together with copies of the most current versions of any subsequently developed additional operating procedures or standards, the Lease, all other CEC Program or System related Interlocal Agreements, all related plans, specifications, equipment information and warranties, all other related contracts, and Budget documents. (Until a General Manager is appointed, all such documents will be available for review in the office of the Director for RDMT, a division of the COA Financial Services Department),

9. Become involved in a non-COA Party's Internal Program operations only to the extent that issues cross boundaries between Parties or Systems, and the issues cannot be otherwise resolved,

10. Negotiate service level agreements, or equivalent agreements, with the Parties upon written request, including such agreements with Party's non-System 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,

11. Provide quarterly service level reports to the applicable Parties, which reports will be used to review services, staff, resource requirements, and cost allocations,

12. Provide quarterly (or upon request by the Operating Board, monthly) budget reports,

13. Provide a quarterly budget reconciliation for the Parties to account for any failure to spend all budgeted proceeds.

14. Immediately call an emergency Operating Board meeting and provide a special budget report to determine how to fund any unanticipated expenditure or how to reduce budgeted expenditures.

15. Call meetings of the Operating Board Members supporting a particular System to facilitate decision-making about that System. (If a consensus can be reached among the affected Members, the General Manager will implement the decision. If no consensus can be reached, the General Manager will refer the matter to the Governing Board and schedule it for action at their next Board meeting or a specially called Governing Board meeting, if necessary).

16. Maintain job descriptions for the Shared Employees in General Manager's office.

17. Provide annual reports targeting the suggested objectives and performance measures shown on **Exhibit F**.

7.C. Staffing. COA will provide the Shared Employees to conduct the day-to-day activities for the CEC Program. The Shared Employee job descriptions may be modified by a majority vote of the Members whose Systems are affected by the changed job descriptions. The number and types of employees ("FTE") that will constitute the initial Shared Employee staffing required to operate the CEC Program are set out in attached **Exhibit H**, which may be amended annually to provide for any changes in the numbers and types of FTEs shown in the Budget, in the same manner as **Exhibit B** is amended. *See Section 8. Budget.* The amended **Exhibit H** will be effective in the same manner as **Exhibit B** is effective. The total costs of the Shared Employees will be included in each year's COA Budget and the COA will be reimbursed for a portion of the cost of the Shared Employees by the other Parties in accordance with the CEC Budget.

7.D. Operating Procedures. The General Manager shall prepare standard operating procedures to govern the day-to-day management and operation of the Facility and its Shared Systems and Shared Employees ("Standard Operating Procedures"). The General Manager will submit Standard Operating Procedures to the Operating Board for review and approval. The General Manager and the Operating Board will periodically review the Standard Operating

Procedures and recommend any reasonably necessary changes for approval. The General Manager 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 COA, then the personnel practices and policies of COA control as they impact Shared Employees.

8. Budget.

8.A. Annual Operating Budget. The General Manager shall prepare an annual pro forma CEC Program operating budget ("Operating Budget") on a calendar year basis for review and approval as to form by the Governing Board. The Operating Budget must provide for all Costs associated with operating the Facility and CEC Program, as shown on **Exhibit B**.

8.B. Annual Capital Improvements Budget. The General Manager shall prepare an annual pro forma CEC Program capital improvements budget ("Capital Improvements Budget") on a calendar year basis for review and approval as to form by the Governing Board. While a Capital Improvements Budget will be recommended annually, the planning period for Capital Improvements will be five years.

8.C. Budget Format. The FY2003 and FY2004 budget (**Exhibits A and B**) formats are expressly approved by the Parties as to form upon execution of this Agreement. Both the FY2003 and FY 2004 CEC Budgets are subject to the governing body of each Party adopting an FY2003 budget and an FY2004 that includes all of that Party's CEC Budget Costs and Internal Program Costs.

Each proposed annual Budget must be submitted to the Governing Board during each January beginning in FY 2005. Upon at least a majority vote of all members of the Governing Board, the Budget will be recommended for adoption by each Party's respective governing body, as applicable.

As the operational budget pro forma is approved by the Parties, the new CEC Budget format will replace **Exhibit B** and will be effective upon approval of the CEC Budget.

8.D. Budgeted Expenditures. After the CEC Budget has been approved and funded by the Parties, the COA City Manager is authorized to incur costs and expenses in accordance with the Budget. Any costs or expenses to be incurred in excess of the approved and funded

Operating or Capital Budget amount will require additional CEC Budget approval and funding or re-allocation of existing funds by the Parties.

8.E. Funding Transfers to COA. COA will provide timely and accurate invoices to facilitate the transfer of funds by each Party to COA, and the Parties will each comply with certain requirements to facilitate payment by COA to the CEC Program vendors and contractors:

8.E.1. Notice. COA 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. The Notice must include a copy of the itemized invoice(s) for services, equipment, or materials and a date on which payment will be made by the COA's City Manager, and which complies with the five (5) day payment and fifteen (15) day notice periods.

8.E.2. Approval. Each Party must approve, or dispute, payment of invoices within 10 business days after receipt of the invoice and provide written notice of any dispute to the General Manager or designee.

8.E.3. Wiring Instructions. COA must provide wiring instructions to each Party for the electronic transfer of Party funds to their respective Accounts.

8.E.4. Party Funds. Each Party must transfer its portion of the CEC Program Costs to its respective Account no later than the sixteenth (16th) day after receipt of an invoice from COA.

8.E.5. Payments. COA must pay invoices for CEC Program costs, which may include COA CEC Program Management and Administrative Services Costs approved in any adopted CEC Program Budget, within five (5) business days after receipt of the respective Party's funds in their respective Accounts, and otherwise in compliance with the Prompt Payment Act.

8.E.6. Confirmation of Payments. COA must provide wire transfer confirmations or copies of cancelled checks to each Party for any disbursements from their respective Accounts, both of which must show date of payment.

8.E.7. Statements. COA must provide monthly statements of Account activity, including any interest earned, to each Party's designated representative on or before the sixth (6th) business day of each month during this Agreement.

The monthly reports will include beginning and ending balances of funding held by COA for each Party, if applicable. Reports for 'year-end' account status will be provided as soon after year-end closeout as possible.

8.E.8. Account. COA must provide a separate bank account for each Party (the "Account") dedicated solely to the administration of that Party's CEC Program contributions. No money will be invested unless at any Party's written request to the General Manager, and at that Party's expense, all funds provided to each account will be invested in the same manner as the City invests its excess funds, and any interest earned on the funds invested will be credited to each account based on the dollar amount in each account and the rate of interest earned on the funds invested. If Capital Costs are budgeted, and each Party requests the investing and accounting services required in this subsection, the duties will be added to an FTE in the next Budget cycle for the duration of the Capital Project, rather than each Party paying the costs of administering the Account.

8.E.9. Interest. COA must pay each Party all interest generated on the funds in the respective Party's Account, if any, within ten (10) business days of a request for payment from the Party's designated representative.

8.E.10. Reports. COA must provide each Party with a monthly Budget report, including current CEC Program Cost projections for the succeeding month. The Budget reports will include a quarterly cash flow reconciliation of estimated versus actual Costs.

8.E.11. Party Representatives. For purposes of this Section 8.E., the Parties Designated Representative for receiving the invoices, statements, and reports and demanding interest earnings are as follows:

COA:	RDMT Financial Consultant
Travis County:	Travis County Wireless Manager
TxDOT:	District Engineer
Capital Metro:	Accounts Payable P.O. Box 6308 Austin, TX 78762-6308

Unless a different address is listed here, notices will be sent to the address listed in **Section 17.E. Notices.**

8.E.12. Additional Travis County Process. Further, to the extent the payment process set out above does not include the entire payment process established in the "9-1-1 RDMT Project Payment, Invoicing, and Reporting Agreement", dated February 15, 2002, COA agrees to follow such additional processes as required by that document with regards to Travis County.

8.E.13. Alternate Quarterly Payment Process. Alternatively, the Parties may agree to interim quarterly payments in accordance with the adopted Budget, subject, however, to a quarterly accounting and adjustment of Operating Costs and Capital Costs.

8.F. State Budget Process. The State of Texas budgets on a two (2) year basis, therefore, all references in this Agreement to annual budget requirements will automatically mean bi-annual budget requirements for the State Agency Parties to this Agreement. Additionally, any annual Budget date requirements in this Agreement automatically will be construed as bi-annual date requirements for the State Agency Parties' State Budget.

8.G. Funding. The Parties specifically acknowledge that funding for each Party's share of the CEC Budget has gone through that Party's normal budgeting process; is current revenue available to each funding Party; and has been approved by its governing body for transfer to COA's budget for expenditure by the City Manager in accordance with the CEC Budget and COA's purchasing requirements. The Parties further acknowledge that they will each have their own annual "**Internal Program Costs**" that are separate and in addition to the CEC Budget Costs and that the annual budget that each Party's governing body adopts will specifically include that Party's Internal Program Costs, with sufficient additional appropriations over its allocated portion of the CEC Budget to cover those Internal Program Costs in its annual budget.

8.H. Failure to Fund. If any Party authorizes funding at less than their allocated amount recommended by the Governing Board, at the sole discretion of the other Parties by majority vote, the CEC 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 CEC Budget is automatically reduced by the unfunded allocation. If the CEC 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.I.** below.

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

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

8.I.(i) Amend the CEC Budget and then reduce System services, Operating Board representation, and voting rights to the Underfunding Party with such reductions to be consistent with the Underfunding Party's continued participation in Systems, if any.

8.I.(ii) Reduce the CEC Budget by the amount underfunded by cutting 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.

8.I.(iii) Assess the Underfunding Party an amount, which is the difference in the Underfunding Party's Budget **Exhibit B** allocation and the amount of funding provided by the Underfunding Party ("Assessment"). Each Party agrees that its future right to participate in the CEC Program is dependent upon fully funding its share of the Budget and its Internal Program Costs. Therefore, the Underfunding Party shall fund the Assessment, and its entire portion of the next annual Budget in its next budget cycle.

8.I.(iv) Amend the CEC Budget by increasing the amounts paid by the other Parties based on a cost-benefit analysis of the CEC Program and Systems value to those Parties with an acknowledgement of the non-quantifiable value to public safety of certain essential CEC Program services with a proportionate increase in Operating Board representation for the Parties commensurate with the additional funding provided.

8.I.(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. Accounting Records. The General Manager 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.

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

11. Allocation of Costs. The Parties will pay for the percentages allocated for the Budget shown on **Exhibit B**, as it may be amended. There are several categories of percentages that the Parties will pay, depending on the nature of the Cost. The percentages are shown on and a part of **Exhibit B**, and may be amended in the same manner as **Exhibit B**.

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 CEC 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, grant funds, or bond funds in order to maximize funding participation in the operation and maintenance of the CEC 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 CEC Program.

13. Facility Systems Operation.

13.A. The Parties shall operate those Systems for which they are responsible or mutually agree to their integrated operation with other Systems from the CEC. Each Party will be responsible for the operation of any System that is funded as a part of its Internal Program Costs. The COA shall be responsible for the operation of the Shared Systems.

13.B. Each Party shall have primary authority over all its respective Internal Program Employees and Internal Program Systems, if any.

14. Emergency Management Operations. The COA and Travis County will locate their Offices of Emergency Management (OEM) in the Combined Emergency Center at their respective costs and will provide funding for their respective OEMs in their annual budgets.

15. Termination.

15.A. Voluntary Termination. This Agreement may be voluntarily terminated by the agreement of all of the Parties. Further, any non-COA Party to this Agreement may withdraw from this Agreement and terminate its participation in this Agreement ("Terminating Party") by giving twenty-four (24) months written notice to the Remaining Parties. The termination becomes effective on the first day after the twenty-four (24) month 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 CEC Program and Systems until the Terminating Party's Effective Termination Date. However, failure of the Terminating Party to provide funding for its portion of the Budget immediately terminates their ability to continue to participate in the CEC Program and 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.B. 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.I(iii)** can only be cured on or before the start of the next Budget cycle after an Assessment is made to that Party.

15.C. Rights of Remaining Parties. Once the undepreciated value of the 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.D. 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 under **Section 8. Budget** and **Exhibits H and B.**

15.E. Voting to Exercise Rights under Section 15.D. The decision to exercise rights granted by **Section 15.C.** 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.F. Effect of Termination on Remaining Parties. A termination by a Party will have no effect on a Remaining Party's rights to participate in the System Value, CEC Program, Facility,

or any System other than the specific rights and duties set out in this **Section 15. Termination.**, and the continuing duty of all Remaining Parties to pay their share of Costs as Budgeted.

15.G. Rights of the Parties upon Termination or Expiration of Agreement. Upon termination or expiration of this Agreement, the non-COA Parties shall vacate the Combined Emergency Center and the Facility. Within thirty (30) days after termination or expiration of this Agreement, the non-COA 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 the COA. COA 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 the COA are, and will be deemed to be cumulative of any other rights of the COA 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.

16.A. All Parties are encouraged to work together to resolve all disputes prior to involving the General Manager or Operating Board.

16.B. A dispute may be withdrawn at any time during the Dispute Resolution process.

16.C. Timeframes:

(i) **Initial Dispute Hearing.** Any Party must first bring an issue or dispute to the General Manager for review and recommendation by delivery of a written notice to the General Manager. Within ten (10) business days after the General Manager receives the notice, he must schedule a meeting with the Party submitting the notice and any other appropriate Party or third party. The General Manager must provide written notice of his decision to all applicable Parties within five (5) business days after the meeting. If there is a dispute with the General Manager, the notice must be given to the Vice Chair of the Operating Board and the Operating 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 General Manager or Operating Board, as described above, must make written notice of appeal within five (5) business days after receipt of the General Manager's or Operating Board's written decision. The appeal will be addressed to the Vice Chairman of the Operating Board or, in the case of an appeal from a decision of the Operating Board, to the Governing Board, as provided below. The Vice Chair must schedule a meeting of the Operating 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 Operating Board will be to the Governing Board.

(iii) Appeal to Governing Board. Any appeal from the decision of the Operating Board must be made by delivery of written notice of appeal to the General Manager and Governing Board within ten (10) business days after receipt of the Operating Board's decision. The Governing Board may meet to hear the appeal or may elect to send the appeal to mediation. The Governing Board, assisted by the General Manager, 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 Governing Board's recommendation will be to a mediator as described below.

(iv) Mediation. If Mediation is 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 Governing 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 General Manager, who must be allowed to attend or send a designee. However if the subject matter of the mediation is a dispute with the General Manager, neither the General Manager nor a designee may attend. The General Manager or his/her 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 General Manager within fifteen (15) business days after the mediation.

Any appeal of the decision of the mediator will be to an appropriate court of law in Travis County, Texas, and will be a trial de novo.

17. Miscellaneous.

17.A. 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.B. 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 Combined Emergency Center.

17.C. Immunity as a Defense. No signatory Party has agreed to waive any defense, right, immunity, or other protection under law including any statutory provision, by entering into this Agreement or otherwise participating in the Regional Program.

17.D 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.E. Retention of Defenses. The Parties agree that neither this Agreement nor the operation or use of the Combined Emergency Center 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.F. 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:

City: City of Austin
P. O. Box 1088
Austin, Texas 78767
ATTENTION: City Manager, with a copy to City Attorney

County: Travis County
P. O. Box 1748
Austin, 78767
ATTENTION: Ex. Manager Justice and Public Safety
and County Attorney (File 164,122)

State: Texas Department of Transportation Austin District
P.O. Drawer 15426
Austin, Texas 78761-5426
7901 N. IH 35, Austin, Texas 78753
ATTENTION: District Engineer

Capital: Capital Metropolitan Transit Authority
Metro: 2910 E. 5th St.
Austin, Texas 78702
ATTENTION: President/CEO

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.E.10, above, each Party's representative

may be different than the person listed above, but the address will be the same unless otherwise noted.

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

17.J. 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.K. 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.L. 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.M. 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.N. Exhibits. The Exhibits, which are attached hereto and described below, are incorporated herein and made a part hereof for all purposes.

Exhibit List

- Exhibit A – Implementation Budget Pro Forma
- Exhibit B – Estimated Operation Budget Pro Forma
- Exhibit C – Facility, Exclusive Facilities, Shared Facilities
- Exhibit D – Participation Table
- Exhibit E – Governance Flow Chart

Exhibit F – Suggested Objectives and Performance Measures

Exhibit G – List of each Party's Designated Members to the Operating Board

Exhibit H – Required Program FTE Staffing

17.O. TxDOT Inability to Pay for Insurance. In recognition of the statutory prohibition against state agencies purchasing insurance, absent specific statutory authority to do so, the COA has agreed, as Landowner, to pay for that portion of insurance costs that would otherwise be assessed to TxDOT in the Budget under Contractuals Costs. In the event of a disaster that includes covered losses, which will provide insurance coverage to repair or rebuild all or a portion of the Facility and replace all or a portion of the Systems, TxDOT must transfer to the COA its portion of the money needed to rebuild all or a portion of the Facility and replace all or a portion of the Systems within one-hundred eighty (180) days. If the loss is less than the deductible, or if the loss is not covered under the insurance policy, all Parties will pay their **Exhibit D** cost allocation share of the costs to repair or rebuild all or a portion of the Facility and replace all or a portion of the Systems on a reimbursement basis.

17.P. Occupancy Limits. Staffing Limits for the Facility are: COA-135 Employees; Travis County-25 Employees; TxDOT-26 Employees; and Cap Metro-8 Employees ("Staffing Limits"). These occupancy limits do not include staff contracted to provide security for, or facilities management services to, the CEC. If any Party has contract employees who are providing services to the Party in support of the Party's mission at the CEC, those contract employees will be counted as if they were that Party's internal program employees.

The Staffing Limits applies to Shared Employees or Internal Employees who are housed in the Facility during any one eight (8) hour shift for more than sixty (60) consecutive Days. If any Party exceeds the Staffing Limits then the General Manager will give notice that the Party has thirty (30) days to bring its Staffing Limits into compliance. If the Party does not comply, then the General Manager may initiate a complaint under **Section 16. Alternative Dispute Resolution.**

Staffing Limits do not apply to training and meetings by any Party that are held within the Facility. Provided, however, that each event of training or meetings do not exceed more than fourteen (14) consecutive Days.

17.Q. Emergency Occupancy Limits. In the event of an emergency or an alert condition the Staffing Limits in this Agreement are suspended.

17.R. COA City Manager's Designee. For purposes of this Agreement, the COA City Manager's Designee will be the General Manager, who will act on behalf of the City Manager, unless the COA City Manager notifies the other Parties to the contrary in writing.

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

TEXAS DEPARTMENT OF TRANSPORTATION

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

Date: 9-27-02

By: William C. Garbade P.E.
William C. Garbade, District Engineer

TRAVIS COUNTY, TEXAS

Date: 7-23-02

By: Samuel T. Biscoe
Samuel T. Biscoe, County Judge

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

Date: 10-4-2002

By: Fred M. Gilliam
Fred M. Gilliam, President/CEO *OK SR*

CITY OF AUSTIN

Date: 10/10/02

By: Toby Hammett-Eurell
Toby Hammett-Eurell, City Manager

Legal form approved on 15 October, 2002

By: Alison Gallaway
Alison Gallaway, Assistant City Attorney

STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

This instrument was acknowledged before me on this the 27th day of September, 2002, by William C. Garbade, District Engineer, of Texas Department of Transportation-Austin Division, a political subdivision of the State of Texas, on behalf of said public body.



Esther B. Gottwald
Notary Public, State of Texas

Commission Expires: August 16, 2004

STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

This instrument was acknowledged before me on this the 23rd day of July, 2002, by Samuel T. Biscoe, County Judge of Travis County, a political subdivision of the State of Texas, on behalf of said public body.



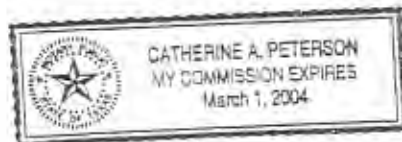
Josie Z. Zavala
Notary Public, State of Texas

Commission Expires: _____

STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

This instrument was acknowledged before me on this the 4th day of October, 2002, by Fred M. Gilliam, President/CEO of Capital Metropolitan Transportation Authority, a political subdivision of the State of Texas, on behalf of said public body.



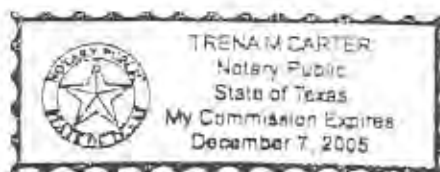
Catherine A. Peterson
Notary Public, State of Texas

Commission Expires: 5/1/2004

STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

This instrument was acknowledged before me on October 10, 2002, by Toby Hammett Futrell, City Manager of the City of Austin, a Texas municipal corporation, on behalf of said corporation.



Trena M. Carter
Notary Public, State of Texas

Commission Expires: _____

Exhibit A
Implementation Budget Pro Forma

Code	Description	Variable Costs	Assignment	Narrative/Justification	(2002 - 2003)					Terms	Allocation Method
					Agency	City	County	TXDOT	CMTA		
					Lease %	63.11%	14.06%	21.33%	1.50%		
					Employee %	73%	13%	10%	4%		
					Equal Share	26%	25%	25%	25%		
	PERSONNEL			None in FY03	Total						
	Total Personnel				\$0	\$0	\$0	\$0	\$0		
	CONTRACTUALS										
6124	Floral - Copy Machines			2 copiers	\$8,000	\$1,500	\$1,500	\$1,500	\$1,500	6 months	Share equally
6160	Electric Services				\$310,000	\$195,641	\$43,586	\$66,123	\$4,650	12 months	Lease
6165	Water Service				\$4,050	\$2,963	\$528	\$406	\$162	9 months	# employees - all
6170	WW Service				\$8,165	\$3,770	\$671	\$510	\$207	9 months	# employees - all
6174	Drainage Fee Expense				\$4,490	\$2,838	\$632	\$950	\$67	9 months	Lease
6175	Garbage/Refuse Collection				\$935	\$682	\$121	\$93	\$37	9 months	# employees - all
6327	Insurance - Fire/Extended Coverage				\$25,000	\$25,000	\$0	\$0	\$0	12 months	COA
	Facility Management				\$652,000	\$537,697	\$118,791	\$181,732	\$12,780		Lease
	Chilled Water Maintenance				\$161,500	\$161,707	\$72,659	\$34,375	\$2,417		Lease
	Premium Power Maintenance				\$146,814	\$92,654	\$20,642	\$31,315	\$2,282		Lease
	Security - Travis Co. provides				\$238,000	\$59,500	\$59,500	\$59,500	\$59,500		Share equally
6404	Telephone - Base Cost				\$68,280	\$62,254	\$11,086	\$8,528	\$3,411	9 months	Port count
	Total Contractuals				\$1,838,006	\$1,086,206	\$280,717	\$385,048	\$88,935		
	COMMODITIES			None in FY03	\$0	\$0	\$0	\$0	\$0		
	EXPENSE REFUNDS			None in FY03	\$0	\$0	\$0	\$0	\$0		
	Total Expense Refunds				\$0	\$0	\$0	\$0	\$0		
	CAPITAL			None in FY03	\$0	\$0	\$0	\$0	\$0		
	Total Capital				\$0	\$0	\$0	\$0	\$0		
	SYSTEMS										
	Fire/EMS RMS System Expenses	\$60,000	COA	100%	\$60,000	\$60,000	\$0	\$0	\$0		
	Total Systems				\$60,000	\$60,000	\$0	\$0	\$0		
	GRAND TOTAL BY AGENCY				\$1,898,006	\$1,146,206	\$280,717	\$385,048	\$88,935		
	Lease % - Based on Party's lease payment percentage.										
	Employee % - Party's FTEs to total of all FTEs within CEC.										
	Equal Share - Even distribution of expense.										
	Shared Employees, Tech Staff % - Weighted average of Party's use of technical staff.										
	Shared Employees, GM Staff % - Weighted average of Party's use of City CEC staff.										

Exhibit B
Estimated Operating Budget FY0 Forma

(2003 - 2004)											
Code	Description	Variable Costs	Assignment	Agency Lease %	City	County	TRD01	CM1A	Total	Fixed Costs	Allocation Method
				Employee %	63.11%	14.66%	21.33%	1.50%			
				Equal Share	73%	13%	10%	4%			
				Tech Staff %	25%	25%	25%	25%			
				GM Staff %	45.24%	33.33%	0.00%	21.43%			
	PERSONNEL			GM Staff %	37.25%	27.45%	17.65%	17.65%			
	Base Salary	Fringes	Total								
SHARED IT SUPPORT											
(2)DBA	\$157,851	\$36,750	\$193,601	COA75%/TC25%	\$145,201	\$48,400	\$0	\$0	\$193,601		COA75%/TC25%
(1)SysSupTech C - New	\$47,568	\$12,967	\$60,535	Tech Staff %	\$27,306	\$20,126	\$0	\$12,973	\$60,535		Tech Staff %
(2)Net Sys Admin C	\$124,654	\$30,554	\$155,209	Tech Staff %	\$70,216	\$51,731	\$0	\$33,261	\$166,209		Tech Staff %
(1)SysSupTech B New	\$41,072	\$11,951	\$53,023	Tech Staff %	\$23,988	\$17,672	\$0	\$11,360	\$53,023		Tech Staff %
(1)SysSupTech U	\$38,970	\$11,623	\$50,602	Tech Staff %	\$22,803	\$16,866	\$0	\$10,844	\$50,602		Tech Staff %
SHARED GM STAFF											
(1) Division Chief - New	\$91,200	\$19,805	\$111,005	Equal Share	\$27,760	\$27,760	\$27,760	\$27,760	\$111,065		Equal Share
(1) Financial Consultant	\$10,608	\$13,207	\$23,895	Equal Share	\$15,724	\$15,724	\$15,724	\$15,724	\$23,895		Equal Share
(1) Admin Spec - New	\$29,147	\$10,005	\$39,232	Equal Share	\$9,800	\$9,800	\$9,800	\$9,800	\$39,232		Equal Share
(1) IT Project Manager	\$83,096	\$10,578	\$101,624	Tech Staff %	\$45,974	\$33,871	\$0	\$21,778	\$101,624		Tech Staff %
SYSTEM PERSONNEL											
CAD											
(1) Prog Analyst C	\$60,320	\$14,903	\$75,283	COA75%/TC25%	\$56,462	\$18,821	\$0	\$0	\$75,283		COA75%/TC25%
(2) Prog Analyst B	\$115,190	\$29,073	\$144,264	COA75%/TC25%	\$108,190	\$36,066			\$144,264		COA75%/TC25%
COA SUPPORT											
Police RMS											
(1) Prog Analyst C	\$67,808	\$16,135	\$83,943	COA 100%	\$83,943				\$83,943		COA 100%
(2) Prog Analyst B	\$95,160	\$25,939	\$121,099	COA 100%	\$121,099				\$121,099		COA 100%
AFDIMS RMS											
(1) Prog Analyst C	\$57,782	\$14,566	\$72,348	COA 100%	\$72,348				\$72,348		COA 100%
(1) Prog Analyst B	\$57,000	\$14,505	\$72,505	COA 100%	\$72,505				\$72,505		COA 100%
	Total Personnel				\$983,578	\$296,962	\$53,248	\$143,517	\$1,397,287	\$1,133,432	
										\$1,307,281	
CONTRACTUALS											
5133	Phone Allowance				3,129	2,306	1,483	1,483	8,400		GM Staff %
6121	Rental - Copy Machines				\$6,000	\$6,000	\$6,000	\$6,000	\$24,000	1 high vol and 2 standard	Equal Share
6160	Electric Services				\$195,641	\$13,586	\$66,123	\$4,659	\$310,000		Lease %
6165	Water Service				\$3,950	\$703	\$541	\$216	\$5,411		Employee %
6170	VW Service				\$5,027	\$895	\$609	\$275	\$6,806		Employee %
6174	Drainage Fee Expense				\$3,783	\$843	\$1,279	\$96	\$5,995		Lease %
6175	Garbage/Refuse Collection				\$910	\$162	\$125	\$50	\$1,248	Street cleaning fee+garbage	Employee %
6240	Interdepartmental Data Systems (rajgers)				\$504	\$504	\$504	\$504	\$2,016	(20 Pages - Re look)	Equal Share
6327	Insurance - Fire/Extended Coverage			COA 100%	\$25,000	\$0	\$0	\$0	\$25,000		COA only
	Facility Management				\$550,319	\$122,603	\$186,998	\$13,089	\$872,000		Lease %
	OT-C Capital Payment A/E				\$572,727	\$0	\$0	\$0	\$572,727		COA only
	Chilled Water Maintenance				\$101,702	\$22,659	\$34,375	\$2,417	\$161,158		Lease %
	Premium Power Maintenance				\$92,654	\$20,842	\$31,315	\$2,202	\$148,814		Lease %
	Security - Truvis Co.				\$70,760	\$70,760	\$70,760	\$70,760	\$283,000		Equal Share
6386	Maintenance - Office Equipment				\$500	\$500	\$500	\$500	\$2,000		Equal Share
6387	Vision Wall								100		TRB
6388	Maintenance - Computer Software				\$3,725	\$2,745	\$1,765	\$1,765	\$10,000	Administrative LAN	GM Staff %

Exhibit B
Estimated Operating Budget Pro Forma

Code	Description	Variable Costs	Assignment	Agency Lease %	(2003 - 2004)				Fixed Costs	Allocation Method
					City	County	TKDOT	CMTA		
					63.11%	14.96%	21.33%	1.50%		
				Employee %	73%	13%	10%	4%		
				Equal Share	25%	25%	25%	25%		
6404	Telephone - Base Cost				\$95,104	\$16,936	\$13,028	\$5,211	\$130,280	Employee %
6415	Postage				\$500	\$500	\$500	\$500	\$2,000	Equal Share
6416	Priority Mail/Parcel Services				\$500	\$500	\$500	\$500	\$2,000	Equal Share
6452	Printing/Binding/Photographic Repro.				\$3,725	\$2,745	\$1,765	\$1,765	\$10,000	Reproduction of documentation and reports
6531	Educational Services/Seminar Fees				\$3,725	\$2,745	\$1,765	\$1,765	\$10,000	GM Staff %
	Educational/Promotional - CAD	\$44,820	COA 75%/TC 25%		\$33,615	\$11,205			\$44,820	
	Educational/Promotional - Police RMS	\$35,000	COA 100%		\$35,000				\$35,000	
	Educational/Promotional - AF D/FMS RMS	\$10,000	COA 100%		\$10,000				\$10,000	
6532	Travel - Training				\$1,863	\$1,373	\$883	\$883	\$5,000	5 empl X 1 trips X \$1,000
6551	mileage Reimbursements				\$1,118	\$824	\$530	\$530	\$3,000	GM Staff %
6601	Parking Costs				\$675	\$675	\$675	\$675	\$2,700	27 parking tags
6633	Subscriptions				\$125	\$125	\$125	\$125	\$500	Trade magazines
6854	Miscellaneous Expense			ISO Services *	\$0	\$25,500	\$0	\$12,000	\$37,500	ISO Services
	Total Contractuals	\$0			\$1,622,276	\$358,026	\$421,216	\$127,936	\$2,729,453	
	COMMODITIES									
7450	Photographic				\$373	\$275	\$177	\$177	\$1,000	GM Staff %
7454	Educational/Promotional				\$1,863	\$1,373	\$883	\$883	\$5,000	GM Staff %
7486	Books & Library				\$745	\$549	\$353	\$353	\$2,000	Purchase of reference books for staff
7500	Office Supplies				\$9,313	\$6,863	\$4,413	\$4,413	\$25,000	GM Staff %
7510	Computer Supplies				\$9,313	\$6,863	\$4,413	\$4,413	\$25,000	GM Staff %
7580	Computer Software				\$2,900	\$2,196	\$1,412	\$1,412	\$8,000	10 ems, etc.
										Standard Software for new employees
7600	Small Tools/Minor Equipment				\$559	\$412	\$265	\$265	\$1,500	Repro tools for network administrators and support techs
										Additional computer hardware for desktops and printers per person
7610	Minor Computer Hardware				\$5,580	\$4,110	\$2,640	\$2,640	\$15,000	GM Staff %
	Total Commodities				\$30,731	\$22,640	\$14,561	\$14,561	\$82,500	
	SYSTEMS									
	CAD System Expenses	\$37,540		COA 75%/TC 25%	\$28,155	\$209,387			\$837,648	COA 75%/TC 25%
	Police RMS System Expenses	\$305,000		COA 100%	\$305,000				\$305,000	COA 100%
	Fire/EMS RMS System Expenses	\$90,000		COA 100%	\$90,000				\$90,000	COA 100%
	Total System Expenses				\$1,023,160	\$209,387	\$0	\$0	\$1,232,546	
	GRAND TOTAL BY AGENCY				\$3,779,737	\$888,960	\$489,075	\$286,014	\$5,441,786	
Lease % - Based on Party's lease payment percentage										
Employee % - Party's FTEs to total of all FTEs within CEC										
Equal Share - Even distribution of expense										
Shared Employees, Tech Staff % - Weighted average of Party's use of technical staff										
Shared Employees, GM Staff % - Weighted average of Party's use of City CEC staff										
* County - 17 work stations @ \$1,500 for internet, helpdesk, virus, email, GATTN										
* CMTA - 8 work stations @ \$1,500 for internet, helpdesk, virus, email, GATTN										

Exhibit C

Facility, Exclusive Facilities, Shared Facilities

Rm #	Room Title	Exclusive	Shared	Partially Shared
Lower Level				
100	Mechanical		CEC	
101	Equipment		CEC	
102	Data Process	TxDOT		
103	Storage	TxDOT		
104	Storage	TxDOT		
105	Maintenance	TxDOT		
106	Secured Storage	TxDOT		
107	Computer Technician	TxDOT		
108	Office	TxDOT		
109	Office	TxDOT		
110	Training	TxDOT		
111	Technical Support		CEC	
112	Technical Support		CEC	
113	GAATN		CEC	
114	Electrical		CEC	
115	UPS		CEC	
116	Receiving		CEC	
118	Fire Riser		CEC	
119	Breezeway		CEC	
120	Machine Room		CEC	
121	Lobby		CEC	
121A	Stairwell #1		CEC	
122	Corridor A & B		CEC	
123	Storage		CEC	
124	Emergency Storage		CEC	
125	Cot Storage		CEC	
126	Equipment Storage		CEC	
127	Copy/Workroom		CEC	
128	Women's Restroom		CEC	
128A	Janitor		CEC	
129	Men's Restroom		CEC	
130	Corridor A & B		CEC	
131	Mapping Technician	COA-APD		
132	Mapping	COA-APD		
133	Mapping Coordinator	COA-APD		
134	Vestibule	TxDOT		
135	Storage	TxDOT		
136	Office	TxDOT		
137	Office	TxDOT		
138	Office	TxDOT		
139	Office	TxDOT		
140	Office	TxDOT		
141	Office	TxDOT		
142	Briefing	TxDOT		
143	Stairwell #3		CEC	
Entry Level (Operations Floor)				

Exhibit C

Facility, Exclusive Facilities, Shared Facilities

Rm #	Room Title	Exclusive	Shared	Partially Shared
200	Operations Floor		CEC	
201	Teletype Service		CEC	
202	TxDOT Conference Room	TxDOT		
203	Sheriff Supervisor	TCSO		
204	Sheriff Supervisor	TCSO		
205	Sheriff Training	TCSO		
206	File Room	TCSO		
207	Vestibule		CEC	
208	JOC/Copy	TCSO		
209	A/TCEMS Supervisor	A/TCEMS		
210	A/TCEMS/COA-AFD JOC			A/TCEMS/COA-AFD
211	Vestibule		CEC	
212	Shift Lieutenant	COA-AFD		
213	Assistant Manager	COA-AFD		
214	Storage	COA-AFD		
215	Special Projects	COA-AFD		
216	Trainer	COA-AFD		
217	Technical Support	COA-AFD		
218	Sleep	COA-AFD		
219	Sleep	COA-AFD		
220	Vestibule		CEC	
221	RestRoom		CEC	
222	RestRoom		CEC	
223	COA-APD JOC/Training	COA-APD		
224	COA-APD Supervisor	COA-APD		
225	COA-APD Supervisor	COA-APD		
226	Vestibule		CEC	
227	RestRoom		CEC	
228	RestRoom		CEC	
229	Corridor		CEC	
230	Kitchen		CEC	
231	Break Room		CEC	
232	Corridor		CEC	
233	Janitor		CEC	
234	Corridor		CEC	
235	Quiet Room		CEC	
236	Vestibule		CEC	
237	Vestibule		CEC	
238	RestRoom		CEC	
239	Shower		CEC	
240	Locker		CEC	
241	Locker		CEC	
242	Tele/Comm		CEC	
243	Electrical		CEC	
244	Vestibule		CEC	
245	Locker		CEC	
246	Exercise Room		CEC	
248	Vestibule		CEC	

Exhibit C

Facility, Exclusive Facilities, Shared Facilities

Rm #	Room Title	Exclusive	Shared	Partially Shared
249	RestRoom		CEC	
250	Janitor		CEC	
251	Shower		CEC	
252	Corridor		CEC	
253	Training		CEC	
254	Storage		CEC	
255	Security		CEC	
256	Quiet Room		CEC	
257	Communications Manager	TCSO		
258	Sally Port		CEC	
259	Control		CEC	
260	Reception		CEC	
261	Vestibule		CEC	
262	RestRoom		CEC	
263	RestRoom		CEC	
264	Corridor		CEC	
265	Special Projects	A/TCEMS		
266	A/TCEMS Manager	A/TCEMS		
267	Manager	A/TCEMS		
268	Manager	A/TCEMS		
269	A/TCEMS Training QI	A/TCEMS		
270	CMTA	CMTA		
271	Break Room		CEC	
272	County Liason	COA-AFD		
274	COA-AFD Communications Manager	COA-AFD		
275	Reception		CEC	
276	Vestibule		CEC	
277	Assistant Manager		CEC	
278	Assistant Manager		CEC	
279	Facility Admin		CEC	
280	Conference Room		CEC	
281	Facility Deputy		CEC	
282	Facility Deputy		CEC	
283	Secured Storage		CEC	
284	Corridor		CEC	
285	Technical Support		CEC	
286	Tape Archival	COA-APD		
287	Assistant Manager	COA-APD		
288	Special Projects	COA-APD		
289	Assistant Manager	COA-APD		
290	Assistant Manager	COA-APD		
291	Assistant Manager	COA-APD		
292	Administration	COA-APD		
293	Communications Manager	COA-APD		
294	Conference Room	COA-APD		
295	Vestibule	COA-APD		
296	Electrical		CEC	
297	Tele/Comm		CEC	

Exhibit C

Facility, Exclusive Facilities, Shared Facilities

Rm #	Room Title	Exclusive	Shared	Partially Shared
298	Copy		CEC	
Upper Level				
300	EOC Operations	EOC		.33TC/.67COA
301	ARES	EOC		.33TC/.67COA
302	Special Coordination	EOC		.33TC/.67COA
303	Special Communications	EOC		.33TC/.67COA
304	Tele/Comm	EOC		.33TC/.67COA
305	Storage	EOC		.33TC/.67COA
306	AV Equipment	EOC		.33TC/.67COA
307	EOC Administration	COA-EOC		
308	Copy/Coffee	EOC		.33TC/.67COA
309	Supervisor	COA-EOC		
310	Communications Manager	COA-EOC		
311	Communications Manager	TCEOC		
312	Communications Manager	TCEOC		
313	Assistant Manager	COA-EOC		
314	Special Projects	TCEOC		
315	Assistant Manager	TCEOC		
316	Supervisor	COA-EOC		
317	Reception	EOC		.33TC/.67COA
318	Supervisor	COA-EOC		
319	Supervisor	COA-EOC		
320	Lobby		CEC	
321	Storage		CEC	
322	Public Information Office	EOC		.33TC/.67COA
323	Reception	TxDOT		
324	TxDOT Office	TxDOT		
325	TxDOT Office	TxDOT		
326	AV Access	EOC		
327	Media Viewing	EOC		
328	Operations Viewing	EOC		
329	Traveler Information	TxDOT		
330	Sound Booth	TxDOT		
331	Policy Command		CEC	
332	Restroom		CEC	
333	Restroom		CEC	
334	Corridor		CEC	
334A	Janitor		CEC	
334B	Mechanical		CEC	
335	Corridor		CEC	
335A	Coat Closet		CEC	
335B	Security		CEC	
336	Electrical		CEC	

Exhibit D

Participation Table

Party	Combined Center	Emergency Operations Center	Computer Aided Dispatch	Fire/EMS RMS	Police RMS	Intelligent Transportation
City of Austin	*	X (67%)	X (75%)	X (100%)	X (100%)	
Travis County	*	X (33%)	X (25%)			
TxDOT	*					X (100%)
CMTA	*					
* See Exhibits A and B						

Exhibit E

Governance Flow Chart

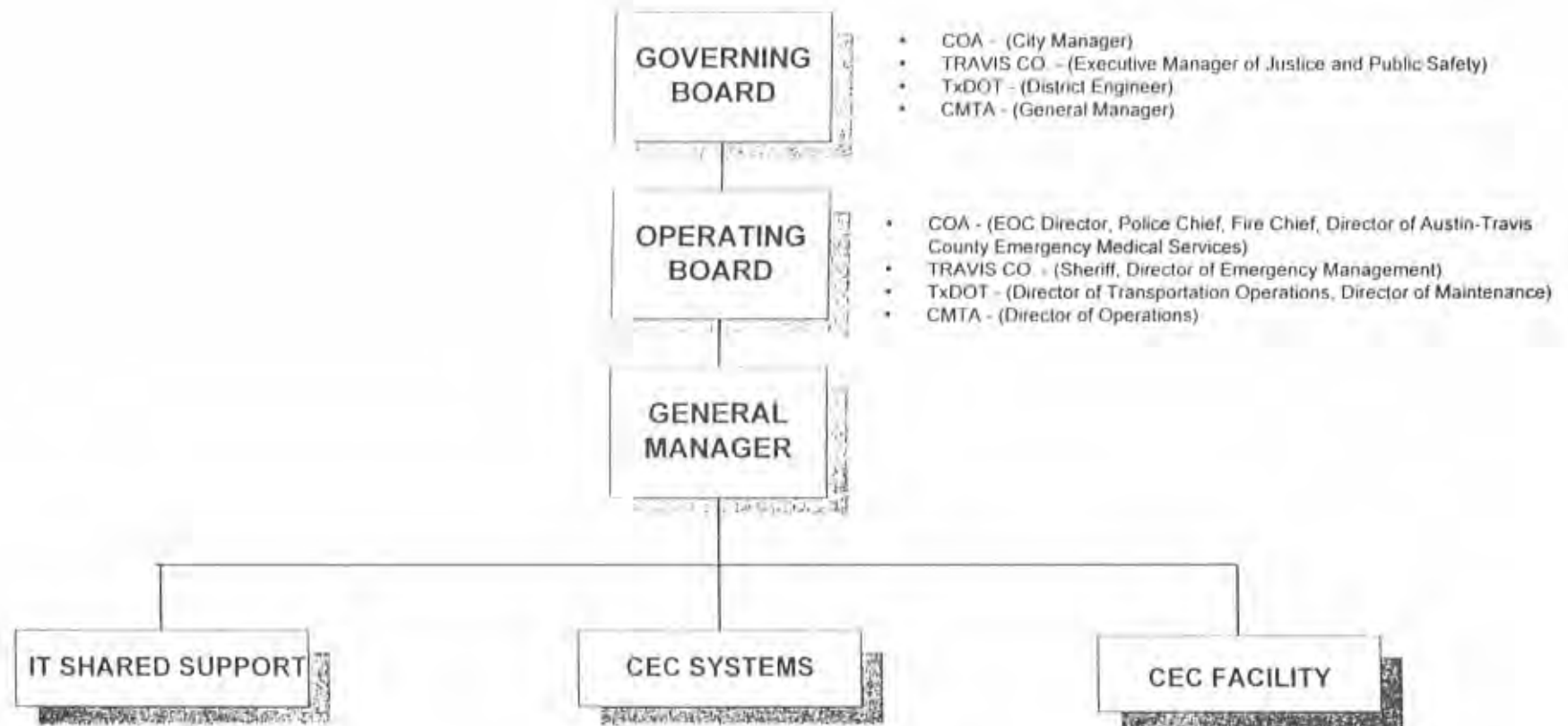


Exhibit F
Suggested Objectives and Performance Measures

Improve efficiencies

- Reduced response time
- Reduced clearance time

Integrate systems

- Number of Systems integrated

Real time sharing of information

- Type of information exchanged during incident
- Minutes of video available

Seamless exchange of information

- Type of data exchanged automatically

Integrated data analysis

- Number of data sources in report

Improve coordination and cooperation

- Number of agencies involved in response

Real time status and monitoring

- Type of information exchanged during incident

National recognition

- Tours given
- Presentations made

Reduce costs

- Reduction of expenditures
- Dollars saved

Economy of scale benefits

- Reduction of expenditures
- Benefit cost ratio greater than 1.05

Improve safety

- Reduction in deaths
- Reduction in injuries
- Reduction in incidents

Provide public information

- Minutes of information broadcast

Dynamic assessment of performance

- Type of information viewed during incident
- Video available during incident

Replace obsolete and inadequate systems

- Number of systems replaced

Manage increasing demand

- Miles of service area increased

The suggested objectives and performance measures in Exhibit "G" will be reported by the General Manager based on objectives and performance measures created by the General Manager in conjunction with the City of Austin, Travis County, TX DOT, and Capital Metro.

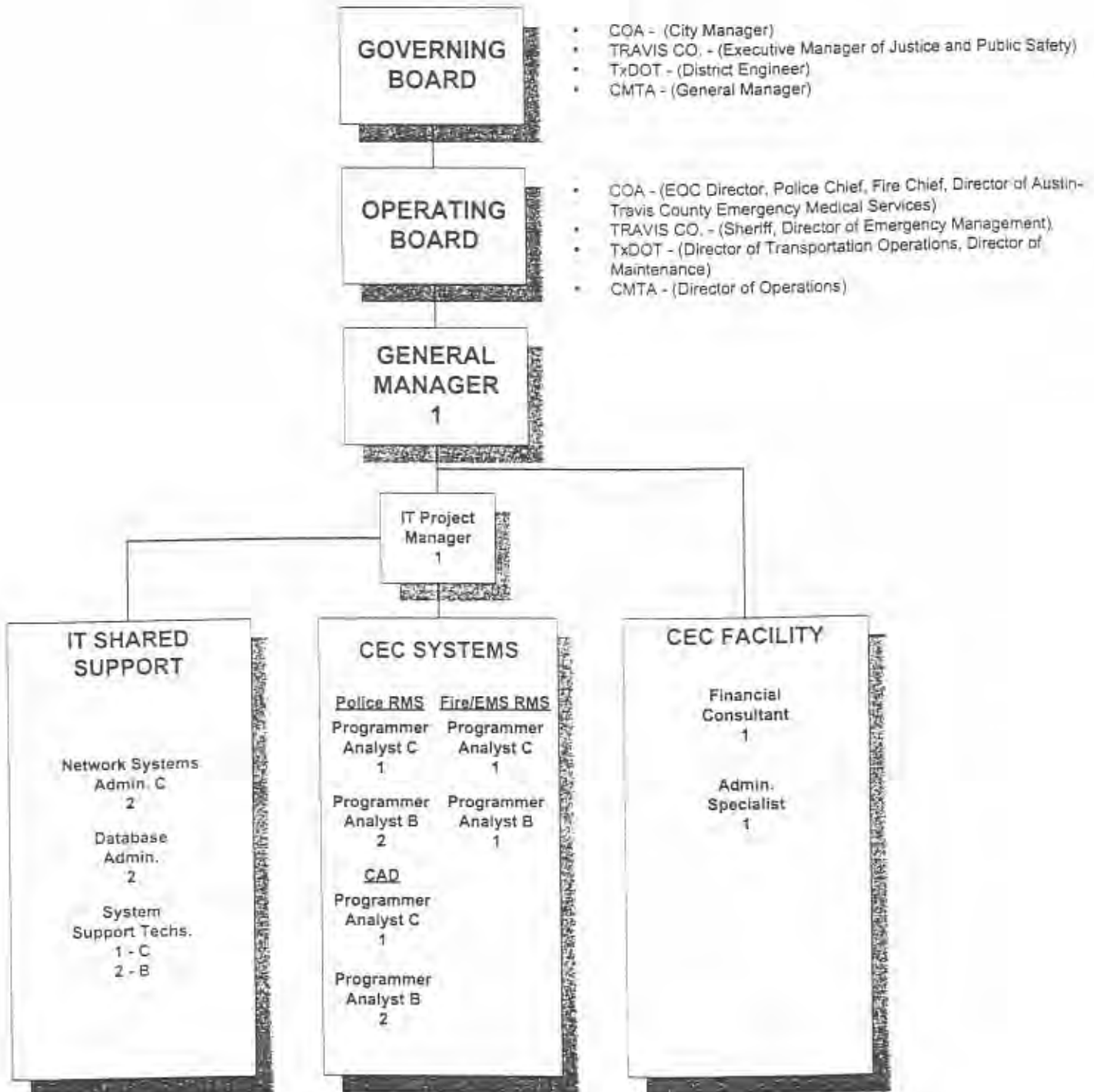
Exhibit G

List of each Party's Designated Members to the Operating Board

Capital Metro (1)	Director of Operations
Travis County (2)	Sheriff Director of Emergency Management
TxDOT (2)	Director of Transportation Operations Director of Maintenance
City of Austin (4)	Police Chief Fire Chief Director of Austin-Travis County Emergency Medical Services Director, Office of Emergency Management

Exhibit H

Required Program FTE Staffing



CTECC INTERLOCAL BUDGET COST ALLOCATIONS
RATES & METHODOLOGIES
CURRENT COST POOLS & RATES AS OF FY2012 EXHIBIT B - FINAL APPROVED

ALLOCATION	COA		Travis County		TXDOT		CMTA		TOTAL		% TOTAL	Exhibit B Allocation Notes	Cost pool	Current Methodology (FY2012 Exhibit B)	Approved-Final Methodology (a/o 1/25/11 Operating Board meeting) *CAD % revised 4/24/12	Op. Board STATUS	Approved-Final Rates (a/o 1/25/11 meeting) *CAD % revised, 4/24/12	Gov. Board STATUS
BUC %	80.000%	\$ 377,797	20.000%	\$ 94,450	0.000%	\$ -	0.000%	\$ -	100%	\$ 472,247	3.82%	911 Backup Center	Operation & maintenance of 911 Backup Center	Precedent - 80% COA / 20% TC	CAD back-up full lics + total back-up	APPROVED	COA: 89.06% TC: 10.94%	
CAD %	81.500%	\$ 2,054,093	17.000%	\$ 428,462	1.500%	\$ 37,806	0.000%	\$ -	100%	\$ 2,520,361	20.36%	Weighted average of Party's use of CAD staff & resources	Computer Aided Dispatch systems, CAD-specific staff and CAD-relevant	# CAD workstations per agency + total # of CAD workstations (of those physical on CTECC Ops floor)	(CAD full lic * weighting of full lic) + (mobile lic * weighting of mobile lic) - backup lic) ÷ total, weighted (non-backup) licences [weighting by license type derived from categories of Tritech Software Support Agreement]	APPROVED	COA: 71.37% TC: 28.42% TXDOT: 0.21% CMTA: 0.0%	
COA %	100.000%	\$ 3,449,049	0.000%	\$ -	0.000%	\$ -	0.000%	\$ -	100%	\$ 3,449,049	27.86%	100% City of Austin (COA) expense	City of Austin-only projects	100% City of Austin	100% City of Austin	APPROVED	COA: 100%	
Direct \$ (L.D.)	72.995%	\$ 7,891	12.992%	\$ 1,405	10.004%	\$ 1,082	4.009%	\$ 433	100%	\$ 10,811	0.09%	Direct Costs - Direct Agency Costs	Long Distance charges (DIR-TEXAN)	Actual calls per agency ÷ total charges (monthly)	Fixed percentage of usage. Rolling average min 2 yrs annual actual calls.	APPROVED	COA: 81.9% TC: 9.3% TXDOT: 5.8% CMTA: 3.1%	
Direct \$ (PORT)	62.130%	\$ 34,294	12.129%	\$ 6,695	21.302%	\$ 11,758	4.439%	\$ 2,450	100%	\$ 55,197	0.45%	Direct Costs - Direct Agency Costs	Voice operations support COA staff cost	CTM voice ops cost per port x # agency-specific ports (not inc. CTECC based costs)	PORT %	APPROVED	COA: 70.48% TC: 15.65% TXDOT: 13.06% CMTA: 0.81%	
Employee %	73.000%	\$ 56,311	13.000%	\$ 10,028	10.000%	\$ 7,715	4.000%	\$ 3,086	100%	\$ 77,140	0.62%	Party's FTEs to total of all FTEs within CTECC	Water, Wastewater, Garbage & common area ports	Badged employees; # agency badged ÷ total # badged	Lease % per CTECC Lease Agreement §8.1 & §8.2	APPROVED	COA: 63.11% TC: 14.06% TXDOT: 21.33% CMTA: 1.5%	
EOC %	66.670%	\$ 27,693	33.330%	\$ 13,845	0.000%	\$ -	0.000%	\$ -	100%	\$ 41,538	0.34%	Emergency Operations Center Ports or EOC Related Activity	Emergency Operations Center & Backup EOC systems	Precedent - 66.67% COA & 33.33% TC	Precedent - 66.67% COA & 33.33% TC Agreed to by P. Knight, P. Baldwin & S. Swearengin	APPROVED	COA: 66.67% TC: 33.33%	
Equal %	25.000%	\$ 346,691	25.000%	\$ 346,689	25.000%	\$ 346,689	25.000%	\$ 346,689	100%	\$ 1,386,758	11.20%	Even distribution of expense	Security, General Mgmt staff, General Mgmt travel and training	Precedent - 25% each participating agency	Precedent - 25% each participating agency	APPROVED	COA: 25.0% TC: 25.0% TXDOT: 25.0% CMTA: 25.0%	
GM %	37.250%	\$ 74,367	27.450%	\$ 54,802	17.650%	\$ 35,237	17.650%	\$ 35,237	100%	\$ 199,643	1.61%	Weighted average of Party's use of City CTECC staff	CTECC admin Server & LAN maint, office supplies, misc. software	Precedent - 37.25% COA, 27.45% TC, 17.65% TXDOT, 17.65% CMTA	Reallocate cost pools Eliminate GM% allocation	APPROVED		
Help Desk %	0.000%	\$ -	82.927%	\$ 47,158	0.000%	\$ -	17.073%	\$ 9,709	100%	\$ 56,867	0.46%	CTM HelpDesk support	CTM department HelpDesk/PC support (not inc. CTECC technical staff)	%TC & CMTA admin PC counts x CTM PC support costs per PC	Agency admin PCs + printers + total	APPROVED	COA: 75.81% TC: 21.07% TXDOT: 0.56% CMTA: 2.56%	
Lease %	63.110%	\$ 1,161,807	14.060%	\$ 258,835	21.330%	\$ 392,670	1.500%	\$ 27,613	100%	\$ 1,840,925	14.87%	Based on Party's lease payment percentage	Electric, FMS, Chilled H2O, P.Power, Common A/V	CTECC lease contract	Lease % per CTECC Lease Agreement §8.1 & §8.2	APPROVED	COA: 63.11% TC: 14.06% TXDOT: 21.33% CMTA: 1.5%	
Port %	50.000%	\$ 110,506	20.000%	\$ 44,203	20.000%	\$ 44,203	10.000%	\$ 22,102	100%	\$ 221,014	1.79%	Base Telephone Ports - agency share of port/phone extensions	Base telephone service & PBX maintenance	# PBX ports per agency + total number # PBX ports (inc. common)	# PBX ports per agency + total number # PBX ports (inc. common)	APPROVED	COA: 70.48% TC: 15.65% TXDOT: 13.06% CMTA: 0.81%	
Tech %	65.000%	\$ 399,613	25.000%	\$ 151,683	0.000%	\$ -	10.000%	\$ 55,433	100%	\$ 606,729	4.90%	Weighted average of Party's use of technical staff	Admin IT systems maintenance & IT (non-CAD) staff and relevant	Precedent - 65% COA, 25% TC, 0% TXDOT, 10% CMTA	Agency admin PCs + printers + total	APPROVED	COA: 75.81% TC: 21.07% TXDOT: 0.56% CMTA: 2.56%	
Video Wall %	25.000%	\$ 31,792	0.000%	\$ -	75.000%	\$ 95,375	0.000%	\$ -	100%	\$ 127,167	1.03%	Video Wall - COA 25% / TXDOT 75%	VideoWall support & maintenance contract	Precedent - 25% COA / 75% TXDOT	Precedent - 25% COA / 75% TXDOT	APPROVED	COA: 25.0% TXDOT: 75.0%	
MANUAL ENTRY	N/A	\$ 1,134,732	N/A	\$ 131,812	N/A	\$ 20,022	N/A	\$ 26,038	N/A	\$ 1,312,604	10.60%	Operating Capital - Technology, Critical Replacement	Capital technology replacement One-time costs	Direct cost or use of as defined allocation rates - TECH, CAD, etc	Direct cost or use of as defined allocation rates - TECH, CAD, etc	APPROVED		
TOTAL		\$ 9,266,636		\$ 1,590,067		\$ 992,557		\$ 528,790		\$ 12,378,050	100%							
% TOTAL		74.86%		12.85%		8.02%		4.27%		100.00%								



Appendix B - Bell County BCC – Belton, Texas

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55

COMMUNICATIONS SYSTEM AGREEMENT

TABLE OF CONTENTS

RECITALS

Section 1. Purposes

Section 2. Designation of System Operator

Section 3. Governance

A. Board of Directors

1. Officers of Board of Directors

(a) Designation of Officers

(b) Duty of Officers

(1) Chair and Vice-Chair

(2) Secretary

B. Comptroller of System

C. Attorney for the System

D. System Director

E. Regulatory Board of Operations

1. RBO Board

(a) Board Members

(b) RBO Board Officers

(c) Duties of Chair and Vice-Chair

(d) Secretary

F. Meetings of System Board of Directors, RBO, and RBO Board

1. Meetings of the System Board of Directors

2. Meetings of the RBO Membership and RBO Board

3. Meeting Rules

4. Minutes

5. Quorum

6. Representation of the Regulatory Board of Operations

Section 4. Powers and Duties

A. Authority of the County

B. Communications Services to Other Agencies

C. Authority of the Board of Directors

D. Advisory Authority of the RBO

E. User Committees

Section 5. Facility

Section 6. Fiscal Year and Annual Budget

A. Fiscal Year

B. Annual Budget

C. Budget Elements

1. Payment of Assessments

D. Budget Authority of Director

Section 7. Personnel

A. Director

B. Supervisory and Operations Positions

C. Dispatcher Positions



1	D.	Salaries and Benefits
2		
3	Section 8.	Capital Assets and Acquisitions
4		
5	Section 9.	Term of Agreement
6		
7	Section 10.	Termination or Withdrawal
8	A.	Termination
9	B.	Withdrawal
10	C.	Legal Redress
11	D.	Use of System and System Assets
12	E.	Review of Agreement
13		
14	Section 11.	Dissolution
15		
16	Section 12.	Disposition of Assets
17	A.	Process of Winding Up
18	B.	Asset Distribution
19		
20	Section 13.	Amendment to Agreement
21		
22	Section 14.	Additional Parties to Agreement
23	A.	Buy In
24	B.	Effective Date
25		
26	Section 15.	Street Use License
27		
28	Section 16.	Severability; Compliance with Applicable Law
29		
30	Section 17.	Tax Exempt Bonds
31		
32	Section 18.	Force Majeure
33		

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE & CORRECT COPY
OF THE ORIGINAL ON FILE

FEB 09 2005



Vada Sutton
CO. CLERK, BELL CO., TX

AGREEMENT

FEB 09 2005

THE STATE OF TEXAS

COUNTY OF BELL



Vada Sutton
CO. CLERK, BELL CO., TX

In order to establish, operate and maintain a consolidated communications system for the cities of Belton, Harker Heights, Killeen, and Temple, Texas (the "Cities"), and throughout Bell County, Texas (the "County"), including the communities and agencies served by the Bell County Sheriff's Office (including but not limited to those entities which are part of the RBO as defined in Section 3F), the parties agree to the following:

This agreement, entered into this 1st day of October in the year 2002 by and among the Cities, and the County is entered into pursuant to the provisions of Texas Government Code Ann. § 791.001 et seq (Vernon Supp. 1992) (the "Act") relating to joint exercise of powers, for the purpose of operating and maintaining a consolidated communications system. The Cities and the County shall sometimes be referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the County has purchased and provided a trunked 800 Megahertz Public Radio System for the express purpose of the support of public health and safety; and

WHEREAS, the County has purchased and provided a computer system to provide Computer Aided Dispatch, police, fire and EMS record management systems; and

WHEREAS, the County has purchased and provided a central facility to accommodate the consolidation of public health and safety communications for the County; and

WHEREAS, the Parties are each empowered by law to staff, maintain, and operate public buildings and related facilities for the purposes of public health and safety communications, all of which are proper "governmental functions and services" as defined in the Act; and

WHEREAS, the Parties desire to operate and maintain a consolidated county-wide public health and safety communications facility (hereinafter referred to as the "System"), and to provide an orderly method for the accomplishment thereof; and

WHEREAS, the Parties desire to accomplish the aforesaid purposes by jointly exercising their common powers in the manner set forth in this agreement.

NOW, THEREFORE, the Parties, for and in consideration of the mutual benefits, promises and agreements set forth herein, agree as follows:

Section 1. Purposes

The purpose of this agreement is to provide for the establishment, operation and maintenance of a consolidated County-wide communications system (hereinafter, the "System") by constructing, equipping, staffing, maintaining, and operating a facility or facilities which provide call receiving and dispatching services to the Parties, by providing computers, radios and other equipment for use in the field, and by further providing the System to the Parties. A description of the initial System is attached hereto as Exhibit "A".

The System will be provided both to (i) the Cities and (ii) to other governmental entities,

volunteer fire departments, EMS providers or other persons providing public health and/or safety services with the County to serve as the contract party for all such persons. Other services may be provided to other entities so long as there is no degradation of public health and/or safety services. Contracts may further be entered as provided in Section 4B regarding the extension of services beyond those rendered to the contracting Parties, as part of the authorized purposes hereunder.

This agreement also establishes and provides a forum for discussion, study, development and implementation of programs and services of mutual public health and safety communications interest.

This agreement is made pursuant to and under the provisions of the Act relative to the joint exercise of powers common to the County and the Cities.

Section 2. Designation of System Operator

Pursuant to and under the provisions of the Act, the Parties hereby appoint the County to serve as system operator. In that regard, the County shall have overall responsibility for System quality. The Parties acknowledge that System quality is subject to cost efficiency and budget constraints, and that various sections of this agreement impose requirements related to budget approval.

As System operator, the County shall provide staff (as employees of the County) who shall be responsible for:

- A. Training;
- B. System Dispatch and Operations;
- C. System Maintenance;
- D. Undertaking such other duties as may be required by the System Board (as defined below).

It is understood that the staff responsible for such functions, unless expressly otherwise authorized herein, shall be employees of the County. Salaries and benefits for all such persons shall be subject to the budget approval process set forth in Section 6 hereof.

Section 3. Governance

A. Board of Directors

The County and the Cities hereby establish a Board of Directors (the "Board"), for the System, and delegate to the Board the responsibility to make policy for the System. In carrying out its responsibility, the Board shall be subject to the following standards:

1. The System shall be intended to provide comprehensive health and safety communications coverage to all citizens of the County.
2. All System components shall be compatible with each other.

(NOTE: See last sentence of Section 8 which reads, "All system components must be approved by the System Director to confirm compatibility with the System prior to the purchase of the same.")

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE & CORRECT COPY
OF THE ORIGINAL ON FILE

FEB 09 2005

 *Vada Sutton*
CO. CLERK, BELL CO., TX

3. The choice of System components and the operation and maintenance of the System shall be based upon cost efficiency (including budget constraints) and effectiveness, and upon a desire to establish appropriate response to the health and safety needs of the citizens of the County.
4. The Parties acknowledge that System quality is subject to cost efficiency and budget constraints, and that various sections of this agreement impose requirements related to budget approval. These limitations shall not diminish the County's overall responsibility for the System.

The System shall be governed by the Board as to those decisions reserved to the Board in Section 4C or otherwise as expressly reserved to the Board herein. Except for such specific decisions, all other aspects of System governance are reserved to the County. Each of the four Cities and the County (representing the County as a whole) shall have one seat on the Board. Each City's seat shall be filled by the City Manager of such City or his or her alternate. The County's seat shall be filled by the County Judge or his or her alternate. A Board member shall cease to be a Director if he/she ceases to hold office of the appointing Party, or if the appointing Party ceases to be a "Party" to this agreement. Each Director shall notify the Secretary of the Board of their respective alternates. The Secretary shall notify each Party of the designation of the other Parties' representatives and maintain an updated list of all Directors, alternates, and the entities they represent. Each of the City Managers and County Judge shall name his or her own alternate.

An alternate shall have the authority to vote in the name and stead of the person appointing the same. Alternates shall only be appointed in writing, and shall only have authority for the particular meetings for which appointment was made. Attendance by any regular Board Member (i.e., County Judge or City Manager) at a meeting shall, without the necessity of further action, revoke the authority given to any alternate of such regular Board Member with regard to such meeting. The appointing Board Member(s) shall have the right to change or revoke appointment of his or her designated alternate at any time.

The Act of at least three Board members shall be deemed the act of the Board, except as provided in Sections 4.C.1, 6.C.1. and 10. Each Board member shall have one vote, per capita (except as otherwise provided herein in Section 4.C.1, Section 6.C.1. and Section 10). The parties intend by this Section to require three votes to approve any matter, and not just a majority of a quorum (i.e., two out of three votes shall not constitute an act of the Board). Different voting requirements are set out in those specific circumstances referred to in Sections 4.C.1., 6.C.1., or 10.

1. Officers of the Board of Directors

(a) Designation of Officers

The officers of the Board shall be the Chair, the Vice-Chair, and the Secretary.

The office of Chair shall be the County Judge. The System Director (or, in the absence of the Director, a designated member of the Director's staff) shall serve as Secretary of the Board. The office of Vice-Chair shall be rotated on an annual basis, at the first meeting of each fiscal year based on the following rotation, which shall continue through the term of this agreement:

FISCAL YEAR	VICE-CHAIR
02 - 03	Temple
03 - 04	Killeen
04 - 05	Belton

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE & CORRECT COPY
OF THE ORIGINAL ON FILE

FEB 09 2005



Paola Sutton
CO. CLERK, BELL CO., TX

05 - 06 Harker Heights
For all years after fiscal year 2005 – 2006, the same rotation shall be maintained.

(b) Duty of Officers

(1) Chair and Vice-Chair

The Chair, or in his/her absence the Vice-Chair, shall preside at and conduct all Board meetings. In the absence or inability of the Chair to act, the Vice-Chair shall act as the Chair.

(2) Secretary

The Secretary will give notice of regular meetings to the Board at least fifteen (15) calendar days in advance of the scheduled date. The Secretary will deliver the agenda and supporting documentation to each Board member at least three (3) calendar days prior to the meeting. The Secretary shall also post notice of any meeting of the System Board in the manner required by law, if any, and keep minutes of Board meetings.

In calculating "calendar days" the number of days shall include both the first day and last day of the period in question, and all days in between, regardless if weekends or legal holidays or otherwise (i.e., 20 calendar days from March 1 shall be March 20).

B. Auditor of the System

The County Auditor shall serve as Auditor for the System. Allocated costs for these services shall be a part of the System budget. The County Auditor shall attend the meetings of the Board of Directors and advise them in connection with any accounting, budgetary, monetary or other financial matters relating to the System. The County Auditor will assist the System Director in developing the annual budget and maintaining accurate fiscal projections and accounts for the System.

The Board may hire an independent auditor or financial consultant in the event of a conflict of interest between the County Auditor and Board on a particular matter, or otherwise as desired by the Board.

The County Auditor shall report to the Board, and be responsible to the Board, in the conduct of his or her duties as they relate to the System.

The County Auditor shall establish the budget format for the System, establish and maintain particular funds and accounts, and furnish monthly revenue, expenditures, and funds status to the Board and Commissioners Court. In carrying out such functions, the Auditor shall follow generally accepted accounting principles applicable to the County. The Auditor shall make System books and records available to the Board, and to the public to the extent required by law.

C. Attorney for the System

The County Attorney shall be the Attorney for the System. Allocated costs for these services shall be a part of the System budget. The Attorney shall advise the Board in connection with any legal matters relating to the System, and shall attend meetings of the Board as required to carry out his or her duties.

The Board may hire outside legal counsel in the event of a conflict of interest or as desired by the Board.

FEB 09 2005



Vada Sutton
CO. CLERK, BELL CO., TX

1
2 The System Attorney shall report to the Board, and be responsible to the Board, in the conduct
3 of his or her duties as they relate to the System.
4

5 D. System Director
6

7 The System Director shall be appointed by the County Judge, in the manner required by
8 Section 4.C.4. The Director shall attend all meetings of the Board as an advisory member. The Director
9 shall be an employee of the County. The Director shall be responsible for all operational and personnel
10 matters relating to the System. In particular, the Director shall:
11

- 12 1. enforce strict compliance with the approved annual System budget and approve
13 only expenditures authorized therein;
14
- 15 2. maintain an inventory of all property of the System and serve as custodian of the
16 property;
17
- 18 3. have overall responsibility for the operation and maintenance of the System,
19 subject to the specific authority retained herein by the Board, and the general
20 supervisory authority of the County;
21
- 22 4. serve as Secretary of the Board of Directors and of the RBO.
23
- 24 5. establish and maintain the Standard Operational Procedures for the System.
25
- 26 6. shall provide reports to the Board.
27

28 The Director may establish user committee(s) to assist Director in the maintenance and
29 operation of the System.
30

31
32 E. Regulatory Board of Operations
33

34 An advisory entity will be created, subordinate to the System Board (Board of Directors), which
35 is to be known as the Regulatory Board of Operations (hereinafter referred to as the "RBO").
36 Membership will be comprised of the chief officer or designee of each public health or safety agency
37 receiving communications services from the System. Each public health and/or safety agency will notify
38 the Secretary of the RBO of the names of their respective Chiefs or designees. The public health and/or
39 safety agencies participating on the RBO include, but are not limited to the following:
40

- 41 -Bartlett Police Department
- 42 -Bartlett Volunteer Fire Department
- 43 -Bell County Sheriff's Department
- 44 -Bell County Fire Marshall
- 45 -Belton Police Department
- 46 -Belton Fire Department
- 47 -Central Texas College Police Department
- 48 -Ft. Hood Public Safety
- 49 -Harker Heights Police Department
- 50 -Harker Heights Fire Department
- 51 -Holland Police Department
- 52 -Holland Volunteer Fire Department
- 53 -Killeen Police Department
- 54 -Killeen Fire Department
- 55 -Killeen Independent School District

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE & CORRECT COPY
OF THE ORIGINAL ON FILE

FEB 09 2005



Vada Sutton
CO. CLERK, BELL CO., TX

- Little River/Academy Police Department
- Little River/Academy Volunteer Fire Department
- Morgan's Point Resort Police Department
- Morgan's Point Resort Volunteer Fire Department
- Moffat Volunteer Fire Department
- Nolanville Police Department
- Nolanville Volunteer Fire Department
- Rogers Police Department
- Rogers Volunteer Fire Department
- Salado Police Department
- Salado Volunteer Fire Department
- Scott & White EMS
- Scott & White Helicopter Service
- Temple Police Department
- Temple Fire Department
- Troy Police Department
- Troy Volunteer Fire Department
- University of Mary Hardin-Baylor Police Department

The entities or departments listed above and not a part of the County or the four cities are referred to as the "Rural RBO Members". Other entities that provide health or safety services in the County may participate in the RBO upon the approving vote of the RBO Board.

1. RBO Board

(a) Board Members

The voting body of the RBO (hereinafter, the "RBO Board") shall consist of seven (7) members, chosen as follows:

- One (1) member shall be the Bell County Sheriff
- Each of the four (4) Cities shall appoint one (1) member
- Two (2) members shall be elected by the Rural RBO Members

Scott and White EMS and Scott and White Helicopter Service may each have a non-voting member on the RBO Board.

In voting for the Rural RBO Board Members, each RBO department shall have one (1) vote.

RBO Board Members shall be elected or appointed annually, to coincide with the System's fiscal year.

(b) RBO Board Officers

The RBO Board shall elect their Chair and Vice-Chair to conduct the business of the RBO in the first meeting of each fiscal year. Each officer will name his or her own alternate.

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE & CORRECT COPY
OF THE ORIGINAL ON FILE

FEB 09 2005



Vada Sutton
CO. CLERK, BELL CO., TX

In the event that the Chair or Vice-Chair ceases to be an employee of their respective agency, they will cease to be a member of the RBO Board, and the resulting vacancy shall be filled by the entities which originally elected or appointed such RBO Board member at the next regularly scheduled meeting which follows the occurrence of the vacancy.

(c) Duties of Chair and Vice-Chair

The Chair shall preside at meetings of the RBO Board. In the absence or inability of the Chair to act, the Vice-Chair shall act as the Chair. The Chair, or in his/her absence the Vice-Chair, shall preside at and conduct all meetings of the RBO Board.

(d) Secretary

The System Director (or in the absence of the Director, a designated member of the Director's staff) shall serve as Secretary of the RBO Board. The Secretary shall send notice of meetings of the RBO Board to its members, and shall keep minutes of the meetings. The Secretary will deliver the agenda and supporting documentation to each Board member at least three (3) calendar days prior to the meeting. The Secretary shall also post notice of any meeting of the RBO Board or User Committees in the manner required by law, if any, and maintain the minutes of committee meetings.

The System Director shall also serve as Secretary of any meeting of the full RBO membership.

F. Meetings of the System Board of Directors, RBO and RBO Board

1. Meetings of the System Board of Directors

The Board shall conduct regular meetings, holding at least one regular meeting each quarter. The first meeting of each fiscal year shall be the annual meeting. The date and hour of any regular meeting shall be scheduled by order of the Board or by the Board Chair.

The Board shall provide for additional meetings as may be needed depending upon the pressure of business. A called Board meeting shall be called upon the request of the Chair or any two (2) Board members, with the persons calling the meeting setting the date and hour thereof. Absent an emergency, the Secretary of the Board shall give each Board member at least three (3) calendar days notice of any specially called Board meeting, such notice to set out the date, time, place, and proposed subject matter of the meeting.

The location for the conduct of meetings shall be as determined by the Board, and shall be the System's central dispatch building in the absence of a contrary determination. Changes in the location must be made by resolution of the Board or by the Chair, and notice of System Board meetings shall be posted in compliance with applicable law.

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE & CORRECT COPY
OF THE ORIGINAL ON FILE

FEB 09 2005



Vada Sutton
CO. CLERK, BELL CO., TX

FEB 09 2005

8

2. Meetings of the RBO Membership and RBO Board



Vada Sutton
CO. CLERK, BELL CO., TX

The RBO membership (including the RBO Board) shall conduct regular meetings, holding at least one regular meeting every calendar month unless the RBO Board determines otherwise. The RBO Board may provide for additional meetings as needed depending upon the pressure of business and as may reasonably be requested by the Chair of the RBO Board. The date and hour of any regular meeting shall be scheduled by order of the Chair of the RBO Board, a copy of the order to be filed with the Secretary of the System Board of Directors. Absent a contrary decision by the Chair of the RBO Board the location for the conduct of the meetings shall be the System's central dispatch building. Absent an emergency, the Secretary of the RBO shall give at least three (3) calendar days notice of each RBO meeting to the members of the RBO.

Only the RBO Board shall have voting rights as to any matter before the RBO, and any vote of the RBO Board shall be deemed taken on behalf of the RBO as a whole.

3. Meeting Rules

The System Board and the RBO Board shall adopt rules for conducting their respective meetings and other business.

4. Minutes

The Director (or in the absence of the Director, the designated member of the Director's staff) shall keep minutes of regular, adjourned regular and special meetings of both the System Board and the RBO Board. A copy of the System Board minutes and RBO Board minutes shall be provided to each System Board member, the System Director, and to each RBO member.

5. Quorum

A majority of the System Board determined per capita constitutes a quorum for the transaction of business by the System Board. A majority of the RBO Board determined per capita constitutes a quorum for the transaction of business by the RBO Board.

6. Representation of the Regulatory Board of Operations

The Chairperson of the RBO Board will represent the RBO on the Board of Directors. The RBO chair shall be a non-voting member of the System Board of Directors, and shall attend all meetings of the System Board.

Section 4. Powers and Duties

A. Authority of the County

In accordance with the provisions of the Act, the Parties hereby delegate to the County, subject to the authority of the Board as set forth in Section 4C hereof, or otherwise expressly reserved herein, the power to acquire sites and construct, equip, staff, maintain, operate and lease, real and personal property (whether tangible or intangible), and related facilities (all being a part of the System) and to employ personnel or engage the services of others, for the purpose of providing for public health and safety communications in the County. It is the intention of this paragraph that the County have complete authority to carry out all activities related to the System, subject to the approval of the Board or the other Parties only if such approval(s) are expressly set out elsewhere in this agreement.

In carrying out its responsibilities, the County shall be subject to the same standards set forth in

the first paragraph of Section 3A. As the provider of the System, the County shall endeavor to meet desired quality standards established by the Parties hereto, also taking into account cost efficiency, System effectiveness, budget constraints, and System compatibility.

The County is authorized in its own name to perform all acts necessary for the establishment, operation, and maintenance of the System, including, but not limited to, any or all of the following:

1. to make and enter into contracts, it being understood that all contracts regarding the System shall be entered in the name of the County unless the Board determines otherwise;
2. to employ or engage the services of agents, independent contractors, and employees;
3. to acquire, construct, manage, maintain and operate any buildings, works, improvements, equipment, or other real or personal property (whether tangible or intangible);
4. to acquire, hold, lease, or dispose of property;
5. to incur debts, liabilities or obligations, provided the same shall be obligations of the County, with the only financial obligations of the Parties being as set forth in Section 6 or Section 10 hereof (or at the option of the Parties, as set forth in Section 8 hereof);
6. to receive gifts, Assessments and donation of property and funds, services and other forms of financial assistance, from persons, firms and corporations and any governmental entity;
7. to provide or contract for communications services to or with non-public agencies or other entities not a Party hereto;
8. to carry out the policies of the Board.

Such powers shall be exercised in the manner provided in the Act and as expressly set forth in this agreement. The County shall not carry out any activities contrary to the authority reserved to the Board in Section 4C hereof, or as otherwise expressly reserved to the Board herein but it is further understood that the Board's sole authority in regard to the System is as set out in Section 4C, or as otherwise expressly reserved to the Board herein.

The County is hereby authorized to exercise its powers as needed to implement the purposes of this agreement. The County is empowered and by this agreement authorized to assess the Parties to finance the entire operation and maintenance of the System in the manner set forth in this agreement.

B. Communication Services to Other Agencies

Upon the approval and recommendation of the Board of Directors, the County may provide dispatch or other communication services to private agencies and/or public agencies not a Party to this agreement, so long as there is no degradation of services to the public health and/or safety. Such service shall be evidenced by contract or interlocal government agreement.

The County shall establish the amount of charge for the service. Charges will be set with the intent of recovering all capital, operational, and maintenance costs expended in providing a particular agency, both annually and for prorated periods thereof.

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE & CORRECT COPY
OF THE ORIGINAL ON FILE

FEB 09 2005



Vada Sutton
CO. CLERK, BELL CO., TX

FEB 09 2005

10

C. Authority of the Board of Directors



Vada Sutton
CO. CLERK, BELL CO., TX

The Board of Directors, as the governing and administrative body of the System, shall exercise the following authority:

1. The Board shall recommend the annual System budget, provided, the final budget shall be adopted by the County. In that regard, should any member of the Board request the same, the Board shall recommend an annual System budget by vote of a majority in interest (in the same manner referred to in Section 10) and not by a per capita vote.
2. The Board shall review System expenditures.
3. The Board shall consider the recommendations of the RBO.
4. The County Judge shall appoint the System Director. In making the appointment of the System Director, the County Judge may seek advice and counsel from the Board.
5. The Board shall approve the provisions of communications services to any entities not a Party to this agreement, provided, the County shall ultimately approve the same and be the contract party for such agreements.

D. Advisory Authority of the RBO

The RBO shall review all Standard Operational Procedures (SOP), programs and situations and make recommendations as they pertain to the dispatch of police, fire and EMS services. If applicable, the RBO will consider User Committees' recommendations. At the request of the Board or the System Director, the RBO shall respond to requests for information, research and investigations.

E. User Committees

User Committees members and chairs will be appointed by the RBO Board. The Committees will be open to personnel directly employed by agencies represented in this agreement, and will be representatives of the particular discipline being considered by that committee. User Committees will make recommendations on proposed SOP. User Committees should be comprised of individuals with expertise or experience in that discipline. The System Director or his designee shall be a member of each Committee.

Section 5. Facility

The County is empowered to purchase, lease or otherwise obtain the use of an existing facility or build a new facility for the purposes of locating and establishing the consolidated communications center, all at the County's expense. The center proper shall include at least the following: (1) dispatch area; (2) supervisors and management administrative offices, including Director, operational and technical managers, clerical, computer resource and reception office space; (3) radio equipment room; (4) computer/ telephone/recording equipment room; (5) storage for inventory, supplies and records; (6) locker room; (7) bathroom/shower facilities; (8) kitchen; (9) lunch/break room; (10) multi purpose classroom, conference room and emergency operations center.

All equipment and materials within the facility will be supported and maintained through an annual operational budget. All new equipment or materials used as part of the "System" will be owned as set forth Section 8.

The Parties agree that this shall not be a contract for the financing or acquisition of any of the

FEB 09 2005



Vada Sutton
CO. CLERK, BELL CO., TX

assets comprising the System, including the center.

Section 6. Fiscal Year and Annual Budget

A. Fiscal Year

The System's fiscal year shall be the twelve month period commencing each October 1, and ending the following September 30, except if the effective date of this agreement is other than October 1, in which case the first fiscal year shall be the short year commencing the effective date and ending the following September 30.

B. Annual Budget

1. The System shall operate only under an approved fiscal year budget. The System may not operate at a deficit. The Parties shall pay for the entire costs of operation and maintenance of the System, with annual System expenditures determining the total amount of assessment required.
2. From the date of this Agreement through the end of fiscal year ending September 30, 2007, the assessments and Assessments shall be as set forth in Exhibit "B".
3. Each annual operating budget shall include a reasonable reserve contingency. Money may be expended from this reserve only with the express approval of the County. The unspent portion of the reserve shall be carried forward to the next fiscal year (in addition to the reserve Assessment for each such fiscal year). The Auditor shall periodically report to the Board on the amount on deposit in such fund, how the same is invested, and how it is being expended.
4. The total assessment against each of the Parties will be reduced by revenue from entities not a party hereto (i.e., not otherwise expensed to serve the System), by unexpected or unencumbered funds available at the end of each fiscal year prior to the year for which the budget is applicable, or by other revenues available to the System (in excess of amounts required by the budget) as of the date such budget is determined. In that regard, the Parties acknowledge that the County shall have the right to deny service to entities other than the Cities unless such entities agree to pay a share of System assessments. In that event, before any such entity becomes a "Party" hereto, the same shall require those approvals referred to in Sections 13 and 14 hereof.
5. In the event that emergency expenditures are required to maintain System integrity in excess of amount budgeted therefore, the County is authorized to incur the same first from the reserve, and second from other funds available to the County. The budget for the next fiscal year shall include amounts to restore such reserve fund, or to reimburse the County for any unreimbursed expenditures, respectively.
6. The budget shall be recommended to the County for each fiscal year on or before June 1st prior to the beginning of such fiscal year. A copy of the System budget and each Party's assessment shall be delivered to each Party immediately after the System budget is adopted.
7. The Parties hereby agree that payment of the assessments shall fairly compensate the performing Parties (including the County) for the services or functions performed hereunder, as provided in the Act.

8. As provided in Section 4.C.1, the System budget for each fiscal year must be recommended by the System Board, but be finally approved by the County. In that regard, the County shall have discretion to follow its normal budget process as it would for any unit of County government, including the authority to adopt the final budget notwithstanding contrary recommendations of the Board. The County may make adjustments to the budget during any year if required to maintain System integrity.

C. Budget Elements

Each Party hereby agrees to pay an amount equal to its Assessment, as based upon the assessment percentages as described in Exhibit "B."

The County shall be responsible for all capital expenditures, as may be necessary to accomplish the purposes set forth in this Agreement for a consolidated communications system.

1. Payment of Assessments

Upon adoption of the fiscal year budget by the County (with the first budget anticipated to take affect with the fiscal year beginning October 1, 2002, and the forwarding thereof to the governing bodies of the Parties by the Board Secretary, unless otherwise specified by the order of the Board, the Assessment as described in Exhibit "B" is automatically due and payable without further notice as follows:

October 15	25% of total Assessment
January 15	25% of total Assessment
April 15	25% of total Assessment
July 15	25% of total Assessment

In the event funds are not available as needed, the County shall advance necessary funds as with any other division of County government.

Amounts advanced by the County shall be deemed System expenditures, to be reimbursed by all Parties in the next assessment due after each such advance is made.

Assessments shall be payable only from current revenues of each Party, as provided in the Act. Each Party agrees to provide in its annual budget for current revenues to be available in an amount adequate for that Party's Assessment for the same fiscal year.

At least annually, the Director shall present a cost of service study to the Board showing annual System costs as compared to budgeted line items.

A five (5)% late charge shall be imposed upon Assessment payments not received within thirty (30) calendar days following the scheduled dates for payment. An additional five (5)% shall be imposed if payment is not made within an additional thirty (30) calendar days. If a Assessment, including late charges, is not paid in full within seventy-five (75) calendar days following any scheduled due date, the Party shall be in default and subject to termination upon the vote of a majority in interest (determined in accordance with Section 6.B.2) of the other members on the Board. The late Party shall not have the right to vote, or be counted in determining a majority in interest.

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE & CORRECT COPY
OF THE ORIGINAL ON FILE

FEB 09 2005



Vada Sutton
CO. CLERK, BELL CO., TX

D. Budget Authority of Director

The Director for the System has the power fully to implement the approved budget. However, the Director may not exceed the personnel staffing authorized in the budget, either in number, position, classification or salary. In addition, the Director may not exceed any line item, utilize the reserve contingency, or exceed the total amount of approved budgeted expenditures without the approval of the County.

The Director may recommend expenditures for approval separate from the budget process, in which case the further recommendation of the Board and approval by the County is required prior to any actual expenditure. The Director may also seek authorization from the Board, and subsequently the County, for budgetary transfers or budget adjustments as necessary.

Section 7. Personnel

A. Director

The Director is authorized to act on the behalf of the Board and the County in all matters of personnel administration, given the positions and funding authorized by the County in the annual System budget. This includes, but is not limited to, hiring, supervisory direction, performance evaluations, disciplinary actions and terminations.

The County shall establish employment conditions and regulations, including policies and procedures. Insofar as the staff will be County employees, the Personnel Handbook shall be consistent with County employment policies.

System personnel shall be subject to grievance or other personnel procedures applicable to County employees.

B. Supervisory and Operations Positions

The County shall employ supervisory and operations staff as approved in each System budget. All such persons shall be employees of the County. All positions must be recommended by the Board as part of the System budget process, and provided for in the annual System budget adopted by the County. The County may utilize the services of the personnel director of any of the Parties to create any needed class specifications, job descriptions, or address other personnel matters.

C. Salaries and Benefits

The Board shall recommend, and the County shall determine, the salaries of the System staff as part of the budget process. Employee benefits shall be determined in accordance with the County's employee benefit plan for persons making such salaries.

Section 8. Capital Assets and Acquisitions

Except as provided below, this agreement shall not be construed to require sharing of any capital costs whatsoever. The Parties intend:

1. to share the costs of operating and maintaining the System, but

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE & CORRECT COPY
OF THE ORIGINAL ON FILE

FEB 09 2005



Vaclo Sutton
CO. CLERK, BELL CO., TX

FEB 09 2005 14

2. The County shall be responsible for system capital costs, save
except capital system improvements initiated by any other party



Vada Sutton
CO. CLERK, BELL CO., TX

The County shall acquire and be the owner of the initial System, provided, the City of Temple shall acquire and own the initial Intergraph Public Safety Contract and related assets (with such assets and contract to be dedicated exclusively to the System, and to be a part of the System throughout the term of this agreement). Thereafter capital assets shall be acquired in the name of, and at the expense of the Cities or the County, as each such purchasing Party shall determine from time to time. No new capital assets will be acquired which would not be compatible with the System at the time of acquisition.

The County will determine what communications equipment is necessary to operate and maintain the System.

Each Party shall have the right to add components (the "Separate Components") to be used by such Party along with the System, but such Separate Components (a) shall not be part of the "System" (i.e., not subject to the terms hereof) unless all Parties agree, and (b) must be compatible with the remainder of the System.

All System Components must be approved by the System Director to confirm compatibility with the System prior to connection to the system.

Section 9. Term of Agreement

This agreement shall be effective from the date of execution and shall extend to September 30, 2007. This agreement shall continue in full force and effect thereafter, provided any Party may withdraw on two years notice as provided in Section 10 B, or a Party may be terminated as provided in Section 10 A.

Withdrawal or termination of any Party shall not have the effect of terminating this agreement as to the remaining Parties. Should a Party withdraw or be terminated, the Assessment percentages of the remaining Parties shall be adjusted to take into account such withdrawal or termination.

Section 10. Termination or Withdrawal

A. Termination

Each Party shall remain a Party to this agreement and share in the costs of operation and maintenance of the System until the end of the Term applicable to such Party (being the latter of (a) September 30, 2007, or (b) the period which is two years after such Party gives written notice of withdrawal). If, in the interim, a Party defaults on payment of any Assessment, or otherwise breaches this agreement, such Party shall be subject to termination as a Party to this agreement upon the vote of a majority in interest (determined in the same percentage as set forth in Sections 6.B.2) of the other Parties. The breaching Party shall not be entitled to vote on its own termination, or be counted in determining a majority in interest. The terminated Party shall remain liable for any defaulted payment and late charges for the period ending on the last day of the fiscal year after the fiscal year in which the breach occurred. Such subsequent Assessments will be determined as if the terminated Party were still a Party to the agreement at the same Assessment rate in effect at the date of termination. The Assessment will be due and payable at the same time Assessments are due from the remaining Parties for the fiscal years in question.

The remaining Parties shall attempt to mitigate the damages caused by termination by either obtaining other "Parties" hereto, or by reducing System expenses, but until any mitigation actually occurs the terminated Party shall remain liable for its assessment in full for the remainder of the term. The type of activities to be taken in mitigation shall be determined in the sole discretion of the remaining Parties.

1
2 All Parties agree that the System is configured, and System expenditures are committed, on the
3 understanding that all Parties will remain "Parties" at least until the end of the Term, and that the
4 payments to be made hereunder represent reasonable liquidated damages and not a penalty.

5
6 B. Withdrawal

7
8 A Party may give notice of withdrawal as a Party to this agreement without penalty provided
9 such withdrawal shall not be effective prior to September 30, 2007, and withdrawal shall be effective only
10 upon two (2) year's written notice to the other Parties. Such withdrawing Party shall perform all
11 obligations under this agreement until the effective date of withdrawal.

12
13 C. Legal Redress

14
15 The County shall have the right to seek legal redress, if necessary, to obtain payment on
16 amounts due, or otherwise to enforce the terms of this agreement.

17
18 D. Use of System and System Assets

19
20 Upon termination or withdrawal:

- 21
22 1. Any withdrawing or terminated Party shall no longer receive services from the
23 System after the effective date of termination or withdrawal. The "effective date of
24 termination" shall be the end of the applicable period in Section 10A(i) or (ii). The
25 effective date of withdrawal is defined in Section 10B.
26
27 2. The withdrawing or terminating Party shall leave as part of the System (i) those
28 assets owned by it, (ii) previously used as part of the System, and (iii) which the
29 remaining Parties desire to use as part of the System. If the remaining Parties
30 desire to use any such assets, they shall purchase the same at the then current
31 book value from the withdrawing or terminating party. If such a purchase occurs, an
32 offset may be taken of (i) any amount owed by the withdrawing or terminating Party
33 hereunder against (ii) the amount paid for such assets, said offset to be taken at the
34 time of the purchase.

35
36 E. Review of Agreement

37
38 A review of this agreement will occur annually during the budget process, beginning with the FY
39 2006 budget.

40
41 **Section 11. Dissolution**

42
43 This Agreement may be terminated in its entirety only on or after October 1, 2007, and then
44 only with the unanimous consent of the Parties. Dissolution shall only be effective upon the last day of
45 the fiscal year, but shall in no event be effective until the requirements of Section 12 are met. Any
46 individual Party may withdraw as provided in Section 10 B.

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE & CORRECT COPY
OF THE ORIGINAL ON FILE

FEB 09 2005



Vada Sutton
CO CLERK, BELL CO., TX

FEB 09 2005

16

Section 12. Disposition of Assets

A. Process of Winding Up



Vada Sutton
CO. CLERK, BELL CO., TX

This agreement may not be terminated or disposition of assets made to the Parties to the agreement until the County reasonably exhausts all means of collecting any monies due hereunder, and identifies and satisfies all obligations and liabilities related to the System. A final accounting shall be prepared by the Auditor, and be submitted to the County and the Board and be approved by both the County and the Board, before any final disposition of assets may be made and termination of the agreement consummated.

B. Asset Distribution

Upon termination the Parties shall retain title to those assets purchased in their individual names. As to any capital assets purchased in common (as provided in Section 8), and as to any monies held in System accounts, such capital assets and monies shall be distributed according to the relative assessments paid by the Parties during the five years immediately preceding termination.

Section 13. Amendment to Agreement

The agreement may be amended only by a unanimous vote of the Parties hereto as of the date of the Amendment. Any proposed amendment shall be formally directed to the Board. The Board shall then review the proposed amendment and forward the proposed amendment with its own recommendation to the governing body of each Party to the agreement. A proposed amendment must be approved by the governing body of each Party to be effective. The Secretary shall notify each Party of the resultant action.

Section 14. Additional Parties to Agreement

Entities which are not Parties in this agreement, may become Parties hereto only by amendment to this agreement as defined in Section 13 and subject to the following terms and conditions:

A. Buy-in

A new Party's assessment shall be determined by formula approved by the Board. Any Parties incurring capital costs for the System shall determine the capital portion of any buy-in fee for long term fixed assets used in the System (capital expenditures) and associated debt attributed to the System at the time of the buy-in. Payment of such capital portion of the buy-in fee shall be made to the Parties which previously incurred capital costs for assets used as part of the System, in proportion to the costs paid by such Parties.

The Board may determine as an additional component of any buy-in fee a charge to be made for the new Party's assuming the use of the operating System.

B. Effective Date

The effective date of the amendment to this agreement and inclusion as an additional Party shall only occur on the first day of any fiscal year. Such public agencies that become Parties hereto shall be entitled to all rights and obligations of "Parties" hereto and may appoint one Board member for each new Party and a representative to the RBO Board as defined in this agreement.

Section 15. Street Use License

Each City hereby grants to the County a non-exclusive license to use the public roads, streets, alleys, and rights-of-way of such City where the System is to be located. This license shall be granted within each City so long as any Party is making use of the System, notwithstanding the City granting such

license may no longer be a party to this agreement. This license is subject to any applicable City Charter limitations as to each City. Each City reserves the right to oversee construction and maintenance of the System within its City limits with regard to safety concerns or code requirements of such City. Each City shall determine, in cooperation with the County, the location of the System within such City. Such license is granted to allow, and limited to, all Parties to this Agreement having authority to carry out the intents and purposes of this Agreement, including but not limited to the right to install, remove, operate, maintain, modify, move (but only with the consent of the City) or otherwise use the System. In consideration of the public benefit to be derived by each City from the provision of the System, each City agrees not to assess or impose any fee for any use of the System in furtherance of the Agreement and in conformance with this limited license.

This license is not a franchise, nor is it intended to give any third parties (whether profit or nonprofit) permission to lease, rent, purchase or access all or a portion of the System for any purpose other than contemplated herein by the parties. Each City reserves the right to require a franchise agreement from any user of the System not a party to this Agreement.

Section 16. Severability; Compliance with Applicable Law

Should any part, term, portion or provision of this agreement, or the application thereof to any person or circumstances, be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby. The Parties further intend for this Agreement to be modified to comply with any applicable state or federal law (should it be determined not to be in compliance), and to remain binding between them as so modified. In particular, but without limiting the generality of the foregoing, the Parties intend for this Agreement to remain binding against each of them notwithstanding any legal requirement that would alter the term hereof, or change the way in which any party is required to pay its share of assessments; (i.e., the Parties will remain bound hereunder, subject to such modified terms).

In carrying out its obligations hereunder, the County shall follow those laws applicable to Texas counties.

Section 17. Tax Exempt Bonds

The Parties acknowledge that the initial System is being financed with tax exempt obligations of the County and the City of Temple, and no use shall be made of any System assets which would cause such obligations to be "private activity bonds", "arbitrage bonds", or otherwise result in the interest on such obligations being includable in the gross income of the holders thereof for purposes of federal income tax.

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE & CORRECT COPY
OF THE ORIGINAL ON FILE

FEB 09 2005



Vada Sutton
CO. CLERK, BELL CO., TX

1 **Section 18. Force Majeure.**
 2

3 (a) If for any reason of "force majeure" any of the Parties hereto shall be rendered unable,
 4 wholly or in part, to carry out its obligations under this agreement, other than the obligation of the Parties
 5 to make the payments required under the terms of this agreement, then if such party shall give notice and
 6 the full particulars of such reasons in writing to the other Parties within a reasonable time after the
 7 occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is
 8 affected by such "force majeure", shall be suspended during the continuance of the inability then claimed,
 9 but for no longer period, and such Party shall endeavor to remove or overcome such inability with all
 10 reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes,
 11 lockouts, or other industrial disturbances, acts of the public enemy, orders or actions of any kind of the
 12 Government of the United States or of the State of Texas or any civil or military authority, insurrections,
 13 riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts,
 14 arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to
 15 dams, machinery, pipelines, or canals or other structures or machinery, on account of any other cause
 16 not reasonably within the control of the Party claiming such inability. It is understood and agreed that the
 17 settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty,
 18 and that the above requirement that any "force majeure" shall be remedied with all reasonable dispatch
 19 shall not require the settlement of strikes and lockouts by receding to the demand of the opposing parties
 20 when such settlement is unfavorable to it in the judgment of the Party having the difficulty.
 21

22 (b) No damage shall be recoverable from the County or the Cities by reason of the causes
 23 above mentioned.
 24

CERTIFIED COPY
 DOCUMENT ATTACHED IS A
 TRUE & CORRECT COPY
 OF THE ORIGINAL ON FILE

FEB 09 2005



Vada Sutton
 CO. CLERK, BELL CO., TX

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed and attested by their proper officers hereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

The City of Belton, Texas

BY: Sam A. Lister

The City of Harker Heights, Texas

BY: Steve Caputo

The City of Killeen, Texas

BY: [Signature]

The City of Temple, Texas

BY: Mark S. Watson

Bell County, Texas

BY: [Signature]

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE & CORRECT COPY
OF THE ORIGINAL ON FILE

FEB 09 2005



Vada Sutton
CO. CLERK, BELL CO., TX

FEB 09 2005

Exhibit "B"



Vada Sutton
CO. CLERK, BELL CO., TX

(1) Assessment percentages shall be determined based on the number of "Events" within the jurisdiction of each Party during the calendar year ending before the applicable budget year. An "Event" is (i) every dispatch of a law enforcement unit to answer a call originating within the jurisdiction of a Party, and (ii) all law enforcement calls (i.e., calls by an officer) from within the jurisdiction of a Party. "Law enforcement units" include police, sheriff's department, Department of Public Safety, constables and other law enforcement officials (but not fire and EMS calls).

As an example, "Events" occurring during the calendar year ending December 31, 2002 shall be used to establish assessments for the 2003-2004 fiscal year.

(2) The assessment percentages shall be applied to the actual System budget for the applicable fiscal year. The budget figures below are examples only.

(3) The County shall pay as its assessment the (i) Bell County Base, plus (ii) its percentage based on Events.

(4) The Assessments shown below for 2002-2003 are the actual assessments for that fiscal year. All other "Use %" figures are examples, except for the "Bell County Base".

Estimated assessment percentages and County Base Assessments for fiscal years 2002-2003-through 2006-2007 are as follows:

**actual events, subject to annual review*

2002-2003					
ENTITY	*Use %	Use x Budget	New Amt	2001 Amt	
Belton	9.28	281405.98	196592.00	183625.00	
Harker H	12.67	384204.07	207317.00	189613.00	
Killeen	32.29	979159.38	667849.00	622730.00	
Temple	29.56	896375.08	747865.00	706561.00	
Bell Co Use	16.2	491247.50	942769.00	920132.00	
Bell Co Base			270000.00	0.00	
	100	3032392.00	3032392.00	2622661.00	
2003-2004					
ENTITY	*Use %	Use x 65%	New Amt	2002 Amt	
Belton	9.28	6.03	182914.07	196595.00	
Harker H	12.67	8.24	249732.89	207317.00	
Killeen	32.29	20.99	636454.22	667849.00	
Temple	29.56	19.21	582644.38	747865.00	
Bell Co Use	16.2	10.53	319311.19	1212769.00	
Bell Co Base		35.00	1061338.25	0.00	
	100	100.00	3032395.00	3032395.00	

2004-2005

ENTITY	*Use %	Use x 60%	New Amt	2003 Amt
Belton	9.28		5.57	168843.75
Harker H	12.67		7.60	230522.67
Killeen	32.29		19.37	587496.21
Temple	29.56		17.74	537825.58
Bell Co Use	16.2		9.72	294748.79
Bell Co Base			40.00	1212958.00
	100		100.00	3032395.00

2005-2006

ENTITY	*Use %	Use x 55%	New Amt	2004 Amt
Belton	9.28		5.10	154773.44
Harker H	12.67		6.97	211312.45
Killeen	32.29		17.76	538538.19
Temple	29.56		16.26	493006.78
Bell Co Use	16.2		8.91	270186.39
Bell Co Base			45.00	1364577.75
	100		100.00	3032395.00

2006-2007

ENTITY	*Use %	Use x 50%	New Amt	2005 Amt
Belton	9.28		4.64	140703.13
Harker H	12.67		6.34	192102.22
Killeen	32.29		16.15	489580.17
Temple	29.56		14.78	448187.98
Bell Co Use	16.2		8.10	245624.00
Bell Co Base			50.00	1516197.50
	100		100.00	3032395.00

1

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE & CORRECT COPY
OF THE ORIGINAL ON FILE

FEB 09 2005

\02024\953.5

-2-



Vada Sutton
CO. CLERK, BELL CO., TX

FINAL AS OF AUGUST 2, 2013

BELL COUNTY COMMUNICATIONS

APPROVED BUDGET 2013-2014

				2% COLA , 2 Unf. FTEs	
				and Software	
	2011-2012	2012-2013	2012-13 Actual	2013-2014	Difference
Account Description	Actual Expend.	Adopted Budget	as of 05/28/13	Projected Budget	(Projected-Adopted)
Personnel Expenses					
4050 Department Head	81,012.00	82,632.00	51,652.50	84,296.00	1,664.00
4300 Administration Assistant	31,126.00	37,111.00	20,042.50	37,833.00	722.00
4440 System Analyst	160,955.80	159,181.00	92,867.91	162,362.00	3,181.00
4450 Computer Technician	41,675.02	42,032.00	25,924.85	42,876.00	844.00
4500 Communication Supervisors	265,075.03	274,321.00	161,586.33	279,816.00	5,495.00
4610 Assistant Director	61,692.00	62,925.00	39,345.00	64,211.00	1,286.00
4680 Communication Spec. & Oper.	1,608,264.20	1,703,415.00	994,256.08	1,791,589.00	88,174.00
4700 Communication Spec. Senior	338,184.83	363,318.00	206,466.37	370,112.00	6,794.00
4760 Payroll Reserve	-	159,387.00	-	245,320.00	85,933.00
Personnel	2,587,984.88	2,884,322.00	1,592,141.54	3,078,415.00	194,093.00
Personnel, Other Pay Types					
4810 Overtime	341,580.79	129,000.00	366,728.73	129,000.00	-
4820 Longevity	71,820.63	86,758.00	44,800.95	81,786.00	(4,972.00)
4830 Vacation Pay Off	3,738.10	-	8,300.62	-	-
4840 Extra Help	61,675.77	-	31,575.87	-	-
Personnel, Other Pay Types	478,815.29	215,758.00	451,406.17	210,786.00	(4,972.00)
Personnel Benefits					
4910 Retirement	345,585.49	357,001.00	240,475.04	391,748.00	34,747.00
4920 FICA	224,147.88	224,964.00	150,597.64	232,857.00	7,893.00
4930 Workman's Comp Ins.	9,725.93	11,820.00	7,207.34	11,820.00	-
4940 Group Insurance	415,887.52	453,050.00	254,694.05	449,988.00	(3,062.00)
4960 Unemployment Insurance	5,680.71	7,058.00	4,499.64	7,306.00	248.00
4970 Dental Insurance	12,466.20	14,268.00	8,251.35	14,616.00	348.00
Personnel Benefits	1,013,493.73	1,068,161.00	665,725.06	1,108,335.00	40,174.00
Personnel Total	4,080,293.90	4,168,241.00	2,709,272.77	4,397,536.00	229,295.00
Office Supply Expenses					
5010 Office Supplies	4,360.76	8,500.00	5,292.47	8,500.00	-
5015 Postage	2,098.33	2,300.00	1,083.07	2,300.00	-
5050 Books & Book Services	-	750.00	33.33	750.00	-
5070 Newspaper (Adv.)	703.00	1,000.00	648.00	1,000.00	-
5085 Forms (Printing)	-	500.00	40.22	500.00	-
5090 Data Processing Supplies	2,463.03	3,000.00	4,428.99	4,000.00	1,000.00
Office Supply Expenses	9,625.12	16,050.00	11,526.08	17,050.00	1,000.00
Office Equipment					
5205 Office Equipment Repair	-	500.00	287.00	500.00	-
5210 Office Equipment Maint Agree.	5,309.79	5,500.00	2,445.45	6,000.00	500.00
Office Equipment	5,309.79	6,000.00	2,732.45	6,500.00	500.00
Travel					
5310 Mileage - In County	410.42	2,300.00	59.40	2,300.00	-
5320 Mileage - Out of County	2,343.80	3,800.00	2,243.90	3,800.00	-
5325 Meals & Lodging	9,619.42	9,500.00	4,706.17	9,500.00	-
5330 Transportation of Persons	-	7,000.00	467.28	7,000.00	-
5335 Parking	80.00	500.00	91.96	500.00	-
Travel	12,453.64	23,100.00	7,568.71	23,100.00	-

				2% COLA , 2 Unf. FTEs	
				and Software	
	2011-2012	2012-2013	2012-13 Actual	2013-2014	Difference
Account Description	Actual Expend.	Adopted Budget	as of 05/28/13	Projected Budget	(Projected-Adopted)
Education, School & Material					
5405 Reg. At Conf. or Schools	5,937.00	8,000.00	9,593.84	8,000.00	-
5410 Education Materials	867.42	3,000.00	906.93	3,000.00	-
5415 Membership & Dues	1,969.95	2,000.00	1,244.49	2,000.00	-
5430 Office Training	-	3,000.00	2,376.00	3,000.00	-
Education, School & Material	8,774.37	16,000.00	14,121.26	16,000.00	-
Automobile Maintenance					
5505 Radios & Accessories, Repair	1,035.92	2,000.00	671.75	2,000.00	-
5510 Repair & Parts	-	1,500.00	175.21	1,500.00	-
5515 Tires & Tubes	-	600.00	-	800.00	200.00
5520 Gas, Oil & Grease	2,486.28	2,000.00	1,071.59	2,000.00	-
Automobile Maintenance	3,522.20	6,100.00	1,918.55	6,300.00	200.00
Utilities					
5605 Telephone Service	16,275.86	20,000.00	8,659.79	20,000.00	-
5610 Electricity	77,741.20	90,000.00	43,738.54	90,000.00	-
5620 Water	2,023.31	3,000.00	2,017.77	3,000.00	-
Utilities	96,040.37	113,000.00	54,416.10	113,000.00	-
Maintenance, Building					
5705 Maintenance Supplies	6,986.47	1,500.00	662.22	1,500.00	-
5710 Maintenance Service	557,791.31	562,000.00	559,513.32	741,000.00	179,000.00
5715 Repair of Building	944.83	10,000.00	333.33	10,000.00	-
5715.010 Carpentry	-	-	-	-	-
5715.030 Electrical	24,496.79	-	658.45	-	-
5715.050 Fire Alarms	257.95	-	468.78	-	-
5715.060 HVAC	4,748.18	-	2,652.98	-	-
5715.070 Plumbing	724.71	-	122.60	-	-
5715.080 Structural	764.83	-	1,399.01	-	-
5715.090 Landscaping	720.00	-	426.50	-	-
5720 Landscape Repairs & Maint.	4,680.21	1,000.00	-	1,000.00	-
5730 Janitorial Service	35,750.00	35,750.00	35,750.00	35,750.00	-
5732 Secretarial Service	16,000.00	16,000.00	16,000.00	16,000.00	-
Maintenance, Building	653,865.28	626,250.00	617,987.19	805,250.00	179,000.00
Professional Services					
5950 Insurance	6,804.00	16,300.00	6,555.00	16,300.00	-
5970 Data Processing	54,088.77	43,000.00	34,575.02	43,000.00	-
5995 Contract Services	48,375.00	110,000.00	58,080.00	61,350.00	(48,650.00)
6000 Audit & Accounting	2,400.00	2,400.00	2,400.00	2,400.00	-
6065 Miscellaneous - Prof. Services	13,038.95	14,000.00	12,045.00	14,000.00	-
Professional Services	124,706.72	185,700.00	113,655.02	137,050.00	(48,650.00)
Rental & Other Expenses					
6115 Bond Premiums	-	-	-	-	-
6185 Clothing	6,016.54	7,000.00	3,781.07	7,000.00	-
6200 Leases	20,467.65	22,000.00	23,960.76	22,500.00	500.00
Rental & Other Expenses	26,484.19	29,000.00	27,741.83	29,500.00	500.00
Equipment Purchase					
7036 Fiber	-	25,000.00	-	25,000.00	-
7045 Office Furniture, Purch	26,857.62	35,000.00	24,241.81	35,000.00	-
7045 Office Equip/Machines, Purch	731,308.96	119,000.00	121,794.46	119,000.00	-
7050 Radios, Purchase	-	7,300.00	531.60	7,300.00	-
7050 Tools, Purchase	528.72	350.00	436.89	350.00	-
7250 Security System	-	500.00	-	500.00	-
7250 Network System	1,492.28	7,500.00	907.70	7,500.00	-
7250 Phone System	-	500.00	-	500.00	-
Equipment Purchase	760,187.58	195,150.00	147,912.46	195,150.00	-

				2% COLA , 2 Unf. FTEs	
				and Software	
	2011-2012	2012-2013	2012-13 Actual	2013-2014	Difference
Account Description	Actual Expend.	Adopted Budget	as of 05/28/13	Projected Budget	(Projected-Adopted)
Operating Expenses (non-salary)	1,700,969.26	1,216,350.00	999,579.65	1,348,900.00	132,550.00
366 Communications Center	5,781,263.16	5,384,591.00	3,708,852.42	5,746,436.00	361,845.00
Less Additional Revenue:					
UMHB	(6,250.00)	(6,250.00)	(6,250.00)	(6,250.00)	-
Ft. Hood	(77,509.53)	(77,502.00)	(32,292.50)	(77,502.00)	-
Misc. Fees	(16,630.66)	(3,400.00)	(2,406.50)	(3,400.00)	-
Recognized Deferred Revenue	(602,541.02)	-	-	-	-
Reimb. - CTCOG	-	-	(8,796.00)	-	-
Interest Income	(1,784.47)	(1,550.00)	(638.93)	(1,550.00)	-
Net expenditures	5,076,547.48	5,295,889.00	3,658,468.49	5,657,734.00	361,845.00
Total Amount to be Divided Among Entities:	5,076,547.48	5,295,889.00	3,658,468.49	5,657,734.00	361,845.00
	2012 calendar year		2% COLA , 2 Unf. FTEs		
	Assessment		and Software		
	Based on Usage %	Usage x 50%	2013-2014 Budget		
Killeen	37.36	18.680	1,056,864.71		
Temple	26.33	13.165	744,840.68		
Harker Heights	9.91	4.955	280,340.72		
Belton	9.04	4.520	255,729.58		
Bell County	17.36	8.680	491,091.31		
Bell County		50.000	2,828,867.00		
Total	100.00	100.000	5,657,734.00		
<i>Bell County Total</i>			<i>3,319,958.31</i>		
			2% COLA , 2 Unf. FTEs		
			and Software		
	2012-2013	2013-2014	Increase (Decrease)		
	Approved Budget	Approved Budget	fm FYE 13 to FYE 14		
Killeen	951,141.66	1,056,864.71	105,723.05		
Temple	718,387.34	744,840.68	26,453.34		
Harker Heights	279,887.73	280,340.72	452.99		
Belton	216,072.27	255,729.58	39,657.31		
Bell County	482,455.50	491,091.31	8,635.81		
Bell County	2,647,944.50	2,828,867.00	180,922.50		
Total	5,295,889.00	5,657,734.00	361,845.00		
<i>Bell County Total</i>	<i>3,130,400.00</i>	<i>3,319,958.31</i>	<i>189,558.31</i>		



Appendix C - NHRWECC - North Richland Hills, Texas

**INTERLOCAL AGREEMENT
FOR COMBINED PUBLIC SAFETY DISPATCHING
AND JAIL SERVICES FOR THE CITIES OF NORTH RICHLAND HILLS, HALTOM CITY,
RICHLAND HILLS, & WATAUGA TEXAS**

THE STATE OF TEXAS)(

COUNTY OF TARRANT)(

The parties to this Agreement (“AGREEMENT”), are the Cities of North Richland Hills (“NORTH RICHLAND HILLS”), Haltom City (“HALTOM CITY”), Richland Hills (“RICHLAND HILLS”), and Watauga (“WATAUGA”), all Home Rule municipalities of Tarrant County, Texas, each acting by and through its duly authorized city manager or mayor:

W I T N E S S E T H:

WHEREAS, NORTH RICHLAND HILLS, HALTOM CITY, RICHLAND HILLS and WATAUGA are desirous of combining public safety dispatching (“Dispatching”) and jail services (“Jail Services”) to provide their residents and businesses with a more effective and efficient delivery of these key public safety services; and

WHEREAS, NORTH RICHLAND HILLS has the facilities available to perform the Dispatching and Jail Services for these cities; and

WHEREAS, NORTH RICHLAND HILLS, HALTOM CITY, RICHLAND HILLS, and WATAUGA desire to enter into this Agreement to combine Dispatching and Jail Services to deliver these key public safety services at the highest level possible for each city in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments for Dispatching and Jail Services to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, NORTH RICHLAND HILLS, HALTOM CITY, RICHLAND HILLS, and WATAUGA have concluded that this Agreement fairly compensates the performing party for the Dispatching and Jail Services being provided hereunder; and

WHEREAS, the City Councils of NORTH RICHLAND HILLS, HALTOM CITY, RICHLAND HILLS, and WATAUGA believe that this Agreement is in the best interests of these respective cities; and

WHEREAS, this Agreement has been approved by the governing bodies of the respective cities; and

WHEREAS, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the “Act”).

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, NORTH RICHLAND HILLS, HALTOM CITY, RICHLAND HILLS AND WATAUGA HEREBY AGREE AS FOLLOWS:

- Section 1. **Recitals.** All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Section 2. **Term.** This Agreement shall be for an initial term of ten (10) years commencing on October 1, 2011, and ending September 30, 2021, (the "Initial Term") and may be extended thereafter by mutual consent of the parties hereto and for two successive five (5) year terms. (The renewal terms shall be referred to as the "First Renewal Term" and "Second Renewal Term", respectively)
- Section 3. **Scope of Services to be provided by NORTH RICHLAND HILLS.** NORTH RICHLAND HILLS hereby agrees to provide HALTOM CITY, RICHLAND HILLS and WATAUGA the following equipment, services, personnel, and facilities:
- a. NORTH RICHLAND HILLS will employ a dedicated Public Safety System Administrator who will provide technical oversight to computer and connectivity systems associated with this program. The cost of this employee will commence upon the start of employment and be shared with the partner cities based on percentage(s) outlined for communication expense sharing outlined in the attached exhibit.
 - b. Commencing on or about December 3, 2011, NORTH RICHLAND HILLS will provide Jail Services to HALTOM CITY, RICHLAND HILLS, and WATAUGA at the NORTH RICHLAND HILLS Police Department. The NORTH RICHLAND HILLS Municipal Judge will work with the HALTOM CITY, RICHLAND HILLS, and WATAUGA Municipal Judge(s) in establishing a mutually agreeable daily arraignment protocol of their respective prisoners. NORTH RICHLAND HILLS will provide the necessary detention officers and other employees to properly supervise and operate NORTH RICHLAND HILLS' jail facility ("Jail Facility"). HALTOM CITY, RICHLAND HILLS, and WATAUGA prisoners shall be released in accordance with specific written procedures agreed upon by the cities. Jail Services shall include at a minimum the following:
 1. accepting full responsibility for the custodial care of all persons taken into custody by HALTOM CITY, RICHLAND HILLS and WATAUGA and delivered to the NORTH RICHLAND HILLS Police Department Jail Facility;
 2. providing all necessary booking services when accepting prisoners to the facility;
 3. providing HALTOM CITY, RICHLAND HILLS, and WATAUGA with full access to inmates for the purpose of conducting interviews or interrogations, in accordance with reasonable regulations established by NORTH RICHLAND HILLS;
 4. making available all prisoners whose presence is requested or ordered by a court of competent jurisdiction;
 5. releasing prisoners for investigative purposes outside the Jail Facility when such requests are authorized by a HALTOM CITY, RICHLAND HILLS, or WATAUGA duly authorized official;
 6. maintaining a log and other applicable records of these and all other significant events related to HALTOM CITY, RICHLAND HILLS, or WATAUGA prisoners.

- c. On April 7, 2012, NORTH RICHLAND HILLS, HALTOM CITY, RICHLAND HILLS and WATAUGA will merge Public Safety Dispatching Services for appropriate police, fire and emergency medical services for the respective cities, at the NORTH RICHLAND HILLS Police Department, and NORTH RICHLAND HILLS shall provide all such Dispatching Services for HALTOM CITY, RICHLAND HILLS, and WATAUGA. The Dispatching personnel will be NORTH RICHLAND HILLS employees and will be under the supervision and control of the NORTH RICHLAND HILLS Chief of Police or his authorized designee. For identification purposes of this document, the NORTH RICHLAND HILLS Police Department Dispatch Center will be identified as the North Richland Hills/Haltom City/Richland Hills/Watauga Emergency Communication Center (NHRWECC). Dispatching services shall be part of the NHRWECC. NORTH RICHLAND HILLS shall at all times maintain sufficient staff to perform the Dispatching Services it provides under this Agreement. Dispatching Services shall mean all public communication functions necessary for the provision by HALTOM CITY, RICHLAND HILLS and WATAUGA of police, fire, and emergency medical services to the respective cities' citizens, and shall include at a minimum the following:
1. answering all emergency 9-1-1 calls;
 2. dispatching emergency calls for service in one minute or less 80% of the time and within two minutes 100% of the time;
 3. answering any citizen requests for service placed to phone numbers designated by the respective cities;
 4. dispatching police patrol units, fire apparatus, or EMS as appropriate in response to 9-1-1 or other calls, or at the respective city's direction;
 5. maintaining radio or other remote communications with the field units of the respective cities' police, fire, or EMS units as necessary to facilitate provision of services;
 6. maintaining documentary records according to industry standard of all dispatching activity.
- d. NORTH RICHLAND HILLS shall provide HALTOM CITY, RICHLAND HILLS, and WATAUGA monthly service reports detailing prisoner counts and dispatch center performance measures including the number of calls for service, response times, number of 9-1-1 emergency calls dispatched, and any other statistical reports requested by the respective cities that are within the reporting capabilities of NORTH RICHLAND HILLS.
- e. All Human Resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide Jail and Dispatching Services to the respective cities, including providing all employee policies and procedures and the administration thereof shall be provided by NORTH RICHLAND HILLS.
- f. NORTH RICHLAND HILLS shall provide access to the respective cities' warrant information retained at the dispatch center to the respective cities' police departments, municipal courts and all other law enforcement agencies.

- g. By December 1, 2011, NORTH RICHLAND HILLS will form a standing advisory committee consisting of three (3) public safety employees of each of the respective cities and three (3) NORTH RICHLAND HILLS employees selected jointly by the NORTH RICHLAND HILLS Chief of Police and Fire Chief to address operational and policy decisions that will arise from operating the NHRWECC and Jail Facility.
- h. NORTH RICHLAND HILLS agrees to perform all services under this Agreement in a good and workmanlike manner, and in accordance with all applicable laws and regulations.

Section 4. HALTOM CITY, RICHLAND HILLS and WATAUGA Obligations.

The cities of HALTOM CITY, RICHLAND HILLS and WATAUGA agree to perform the following:

- a. Pay the sum listed in the corresponding exhibit to NORTH RICHLAND HILLS for the Public Safety System Administrator beginning upon the start of employment. The amount of charges shall be based on expense percentage share for each city's portion of communication budget as established in Exhibit A. Additional payments will be invoiced as described in Section 5 of this document.
- b. Pay the sum listed in the corresponding exhibit to NORTH RICHLAND HILLS for Jail Services for the Fiscal Year 2011/12 beginning on December 3, 2011 and ending on September 30, 2012. The amount of charges shall be established based on the adopted Fiscal Year 2011/12 NORTH RICHLAND HILLS Police Department operating budget for consolidated jail operations as expressed in Exhibit A to operate the Jail Facility as a joint detention facility. This payment represents a percentage cost share of all Jail Services based on the previous calendar year average daily prisoner count supplied by the respective cities. (See payment schedule, Exhibit A.)
- c. Beginning on or about December 1, 2011, pay the sum listed in the corresponding exhibit to NORTH RICHLAND HILLS for General and Administrative Charges based on NORTH RICHLAND HILLS Police Administration, Human Resources Administration, and Information Services Administration operating budget for Fiscal Year 2011/12. (Payment percentages described in Exhibit A shall remain the same for this item for the duration of this Agreement except as provided by Section 7 for reduction of the withdrawal or addition of municipal parties.)
- d. Pay a one-time equipment and configuration cost listed in the corresponding exhibit to NORTH RICHLAND HILLS to prepare the NHRWECC and Jail Facility to accommodate the merger of services. NORTH RICHLAND HILLS will provide the necessary documentation to each city for reimbursement. Payment will be due and payable sixty (60) days following the receipt of documentation. NORTH RICHLAND HILLS will retain the title to all the equipment in the NHRWECC and Jail Facility and is responsible to properly maintain and insure the equipment.
- e. Beginning on April 7, 2012, commence the payments (per Section 5) for the amount listed in the corresponding exhibit(s) for the remaining six (6) months of Fiscal Year 2011/12 share of expenses to operate the NHRWECC by using NORTH RICHLAND HILLS' Fiscal Year 2011/12 budgeted expenses for consolidated dispatch operations (Exhibit A).

- f. Pay annual maintenance costs for portables and mobile radios owned and/or operated by the respective city. Maintenance and/or repair for all radio equipment not specifically employed in the NHRWECC as a part of this Agreement will be the responsibility of the respective agency. The fees for the maintenance agreement for the radio equipment within the NHRWECC will be the responsibility of NORTH RICHLAND HILLS and will be part of the annual budget operating costs of the NHRWECC subject to the cost sharing agreement for dispatching services as stated in corresponding exhibit.
- g. Agree to utilize the C.R.I.M.E.S. Records Management System to be compatible with the C.R.I.M.E.S. Computer Aided Dispatch System that will be used by the NHRWECC. The individual cities will be responsible for the purchase and maintenance of all computer workstations at their respective facilities and their own police and fire vehicles or other public safety emergency equipment. Each city will maintain their own public safety records unit at their individual facility and be responsible for all law enforcement and fire reporting requirements to state and federal agencies. Each respective city will also be responsible for their unique record dissemination responsibilities to the public, except direct inquiries from the public regarding a jail or public safety dispatching incident.
- h. Arrange for the timely delivery of all the required paperwork to properly hold and arraign prisoners for each city. Each respective city policy agency will be responsible for the transportation of their arrested prisoners to the Jail Facility. Should the need arise for an in-custody transportation for emergency medical treatment of a prisoner housed at the NORTH RICHLAND HILLS jail, a NORTH RICHLAND HILLS police officer shall provide security for up to two hours until a police officer of the arresting city can respond to the medical facility to assume custody.
- i. Each city agrees to provide and maintain at its expense, computer network connectivity between its facility and the NHRWECC. All equipment and network protocols shall be compatible with the equipment and operating software installed and/or operated within the NHRWECC. Each city will employ compatible fire service reporting software capable of directly receiving data file transfers from the C.R.I.M.E.S. dispatch (C.A.D.) software.
- j. Pay within thirty (30) days an invoice submitted by NORTH RICHLAND HILLS on or about December 3, 2012 to fund the Regional Bonus for each former detention officer from their respective department(s) that remains employed in the Jail Facility.
- k. Pay within thirty (30) days an invoice submitted by NORTH RICHLAND HILLS on or about April 20, 2013 to fund the Regional Bonus for each former communications employee from their respective department(s) that remains employed in the NHRWECC.

Section 5. Payments for Services Performed. All payments for System Administrator, Jail Services and Dispatching except for the one-time configuration and equipment payment period outlined in Section 4.d., and the Regional Bonus payments described in Sections 4.j. and 4.k. shall be paid by HALTOM CITY, RICHLAND HILLS and WATAUGA to NORTH RICHLAND HILLS in four (4) equal installments due on the 1st day of each calendar quarter (or portion thereof) beginning December 3, 2011 in advance of the services performed by NORTH RICHLAND HILLS for HALTOM CITY, RICHLAND HILLS and

WATAUGA and each subsequent calendar quarter of NORTH RICHLAND HILLS' fiscal year and continuing thereafter throughout the term of the Agreement.

Each annual payment amount for Jail Services shall be in accordance with NORTH RICHLAND HILLS' fiscal year Police Department operating budgeted amount for the Jail Facility adjusted annually to include budgeted increases in operating costs, and capital costs to expand, operate, modify or upgrade the existing jail and intake facilities used by all the cities pursuant to this Agreement as anticipated to be approved by the NORTH RICHLAND HILLS City Council during the annual budgeting process for the upcoming fiscal year beginning October 1, multiplied by the cost share amount to be determined by the average daily prisoner count for each city from the previous calendar year.

Each annual payment for the operation of the NHRWECC shall be in accordance with NORTH RICHLAND HILLS' fiscal year Police Department operating budgeted amount for the communications center adjusted annually to include budgeted increases in operating costs, and capital costs to expand, operate, modify or upgrade the existing dispatch and communication facilities used by all the cities pursuant to this Agreement as anticipated to be approved by the NORTH RICHLAND HILLS City Council during the annual budgeting process for the upcoming Fiscal Year beginning October 1, multiplied by the cost share percentage determined by the call volume received in the NHRWECC for the previous fiscal year for each city.

Each annual payment for the General and Administrative Charge shall be based on the fixed percentages described in Exhibit "A," adjusted annually, based on NORTH RICHLAND HILLS' respective departmental costs anticipated to be approved by the NORTH RICHLAND HILLS City Council during the annual budgeting process for the upcoming Fiscal Year beginning October 1.

Any adjustment to the operating budget from year to year will be reasonable and based on specific, identifiable increases in costs associated with operating the Jail Facility, the NHRWECC and the General and Administrative Cost. Increases will be limited to two times the DFW Metroplex CPI unless agreed upon by the City Manager from each city. Any such agreement must be done prior to the 90 day cancellation clause in section 6 b.

NORTH RICHLAND HILLS shall notify HALTOM CITY, RICHLAND HILLS and WATAUGA of the anticipated costs of the Jail Services and Dispatching and General and Administrative Charges by May 30th of each fiscal year for budgeting and planning purposes. The budget submittal will include an itemized detail of the anticipated cost and the associated difference(s) from the previous fiscal year budget. The final costs will be determined and communicated in writing when the NORTH RICHLAND HILLS City Council adopts the NORTH RICHLAND HILLS annual budget, but shall not exceed the estimate by more than 5%. The annual cost increase for HALTOM CITY, RICHLAND HILLS or WATAUGA for the Jail Services and Dispatching and General and Administrative costs shall not exceed the percentage increase of the NORTH RICHLAND HILLS Police Department's annual operating budget.

Section 6. Cancellation.

- a. HALTOM CITY, RICHLAND HILLS or WATAUGA shall have the right to terminate, based on the provisions of this Agreement, if NORTH RICHLAND HILLS breaches any of its terms or fails to perform any of its obligations under this

Agreement and then fails to cure the breach or failure within thirty (30) days following written notice from HALTOM CITY, RICHLAND HILLS or WATAUGA. If the Agreement is terminated under this paragraph, NORTH RICHLAND HILLS shall be entitled to retain money already received prorated to the period from the last payment until the date of termination, and shall refund the remainder to the respective city.

- b. After the initial twelve (12) months of this Agreement, any party shall have the right to terminate this Agreement by giving written notice to the other parties at least six (6) months prior to October 1 of the subsequent Fiscal Year for Jail Services; and six (6) months prior to October 1 of the subsequent Fiscal Year for Dispatch Services except that a 90 day notice prior to October 1 will be allowed if the cancellation is based upon the preliminary budget submittal, due to each agency by May 1, that is deemed unacceptable by any party. All payments by HALTOM CITY, RICHLAND HILLS or WATAUGA to NORTH RICHLAND HILLS shall continue until the cancellation date or as mutually agreed to by both parties.

Section 7. **Change of Participant Cities.** In the event any city that is party to the creation of this shared service agreement chooses to remove themselves from the program, or in the event additional cities are allowed to participate in the future, the distribution of shared expenses will be re-calculated by NORTH RICHLAND HILLS Police Department and the new distribution percentages will be presented for signature to all parties. The calculation will be based on the reduction and/or addition of work product placed on the communication and/or detention facilities expressed as a percentage of the total workload. A document delineating new expense percentages will become an addendum to this document and will be effective from the date of the signature(s). The City of NORTH RICHLAND HILLS retains the exclusive right to add additional participants to the program provided such inclusion does not increase the funding requirement of any current participant.

Section 8. **Notices.** All notices required or provided for in this Agreement shall be sent to the following parties by certified mail – return receipt requested:

City Manager
North Richland Hills
7301 N.E. Loop 820
North Richland Hills, TX 76180

City Manager
Haltom City
5024 Broadway Ave.
Haltom City, TX 76117

City Manager
Richland Hills
3200 Diana Dr.
Richland Hills, TX 76118

City Manager
Watauga
7105 Whitley Rd.
Watauga, TX 76148

Section 9. **Dispute Resolution.** In order to ensure an effective relationship between the parties and to provide the best possible public services, it is mutually agreed that all questions arising under this Agreement shall first be handled and attempted to be resolved between the City Managers of NORTH RICHLAND HILLS, HALTOM CITY, RICHLAND HILLS and WATAUGA.

All issues regarding the performance of Dispatching or Jail Services and the operation of the NHRWECC and Jail Facility shall be brought directly the attention of the NORTH RICHLAND HILLS Chief of Police or his designee. Immediate performance complaints or

concerns should be addressed by communicating the problem to the on-duty dispatch center supervisor or detention center supervisor as appropriate.

Any issues not resolved hereunder may be referred to the respective governing bodies for resolution and if necessary, the parties hereby agree to the appointment of a court-certified (certified in Tarrant County) Mediator to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues.

Section 10. **Venue.** Venue for any legal dispute arising pursuant to this Agreement shall lie in Tarrant County, Texas. No litigation shall be commenced prior to both parties completion of mediation in accordance with Section 9.

Section 11. All parties mutually agree that NORTH RICHLAND HILLS is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of NORTH RICHLAND HILLS in no way are to be considered employees of HALTOM CITY, RICHLAND HILLS or WATAUGA. The employment rights of NORTH RICHLAND HILLS personnel assigned under this Agreement will not be abridged.

Section 12. NORTH RICHLAND HILLS and HALTOM CITY, RICHLAND HILLS and WATAUGA each agree to accept full responsibility for the actions of their own officers, agents and employees in the performance or use of the NHRWECC and Jail Facility, or in the performance or use of dispatching or detention services under this Agreement, and to the extent allowed by law, agree to indemnify and otherwise hold harmless the other parties, their officers, agents and employees against all liability claims, suits, demands, losses, damages and attorney fees including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property of other persons arising out of or in any way connected to the intentional or negligent acts or omissions of that party, its officers, agents or employees, in the performance or use of the joint dispatch center, or in the performance or use of the NHRWECC or Jail Facility under this Agreement.

It is expressly understood and agreed that, in the execution of this Agreement, NORTH RICHLAND HILLS, HALTOM CITY, RICHLAND HILLS and WATAUGA do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, NORTH RICHLAND HILLS, HALTOM CITY, RICHLAND HILLS and WATAUGA do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.

Section 13. NORTH RICHLAND HILLS will maintain at NORTH RICHLAND HILLS's expense an contingency plan agreeable to the other participant cities which shall allow the continuation of the services under this agreement at another facility within Northeast Tarrant County in the event that the Jail Facility or NHRWEEC is damaged due to a natural or a man made disaster and becomes uninhabitable or is unusable, and will immediately implement such contingency plan in the event of such damage and cooperate with the other participant cities in doing so as expeditiously as possible so as to minimize the disruption to the services to be provided under this agreement.

Section 14. Annually, at the time the cost for Jail Services and Dispatching Services are recalculated, this Agreement will be reviewed by both parties for needed clarification and/or revisions.

This Agreement may only be modified, changed or altered at any time, upon mutual agreement of the parties, provided that such modification, change and/or alteration are reduced to writing, and approved by the governing bodies of NORTH RICHLAND HILLS and HALTOM CITY, RICHLAND HILLS and WATAUGA.

Section 15. This Agreement has been approved by the governing bodies of NORTH RICHLAND HILLS and HALTOM CITY, RICHLAND HILLS and WATAUGA, respectively. The execution of this Agreement has been authorized by an act of the governing bodies of NORTH RICHLAND HILLS and HALTOM CITY, RICHLAND HILLS and WATAUGA at a duly called and posted meeting.

IN WITNESS WHEREOF, we have hereunto set our hands this the ____ day of _____, 2011, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS
ATTEST:

CITY OF HALTOM CITY, TEXAS
ATTEST:

By: Mark Hindman
City Manager

By: Thomas J. Muir
City Manager

CITY OF RICHLAND HILLS, TEXAS
ATTEST:

CITY OF WATAUGA, TEXAS
ATTEST:

By: James Quin
City Manager

By: Harry J. Jeffries
Mayor

APPROVED AS TO FORM:

By: George Staples
City Attorney for North Richland Hills

By: Wayne Olson
City Attorney for Haltom City

By: Tim Sralla
City Attorney for Richland Hills

By: Mark Daniel
City Attorney for Watauga

Exhibit "A"
Interlocal Agreement for Shared Services
Richland Hills

(all expenses are estimates based on projected employee & fixed costs)

1. Estimated operating budget - Joint Detention Center FY11/12	\$ 1,199,814
Includes 19 full time employee equivalents (FTEs); 16 Detention officers, 2 Detention Supervisors, 1 Detention Manager, shared cost of Technical Services Coordinator, operations, building capital and maintenance costs.	
➤ Annual Service Level at 5% beginning on or about December 3, 2011	\$ 59,991
2. Estimated operating budget - Joint Communications Center FY11/12	\$1,955,084
Includes 30 full time employee equivalents (FTEs); 26 public safety dispatchers, 3 communications supervisors, 1 communications manager, operations, building capital and maintenance costs.	
➤ Annual Service Level at 5% beginning on or about April 7, 2011	\$ 97,754
3. General and Administrative Charges	\$ 830,674
3.5% of operating budgets of Police Administration, Human Resources Administration, and Information Services Administration (\$830,674 X 3.5%=\$29,074)	
➤ Annual Service Level	\$ 5,797
4. Estimated cost of Public Safety System Administrator	\$ 92,244
(Actual prorated to employment date)	
➤ Annual Service Level at 4%	\$
3,690	
5. One-time shared expenses associated with program start-up	
Radio Relocation Expense (\$46,335)at 5%	\$ 2,317
Detention Facility Remodeling (\$50,000) at 5%	\$ 2,500
Fiber Optic Cable Installation	\$ 500
Generator/USP up-grade project (\$37,692) at 5%	<u>\$ 1,885</u>
Total One-Time expense	\$ 7,202
6. Fiber Optic Cable lease - Annual cost estimate	\$ 8,400
\$700/mo	

Exhibit "A"
Interlocal Agreement for Shared Services
Haltom City

(all expenses are estimates based on projected employee & fixed costs)

1. Estimated operating budget - Joint Detention Center FY11/12	\$ 1,199,814
Includes 19 full time employee equivalents (FTEs); 16 Detention officers, 2 Detention Supervisors, 1 Detention Manager, shared cost of Technical Services Coordinator, operations, building capital and maintenance costs.	
➤ Annual Service Level at 33% beginning on or about December 3, 2011	\$ 395,938
2. Estimated operating budget - Joint Communications Center FY11/12	\$ 1,955,084
Includes 30 full time employee equivalents (FTEs); 26 public safety dispatchers, 3 communications supervisors, 1 communications manager, operations, building capital and maintenance costs.	
➤ Annual Service Level at 31% beginning on or about April 7, 2011	\$ 606,077
3. General and Administrative Charges	\$ 830,674
3.5% of operating budgets of Police Administration, Human Resources Administration, and Information Services Administration (\$830,674 X 3.5%=\$29,074)	
➤ Annual Service Level	\$ 20,352
4. Estimated cost of Public Safety System Administrator	\$ 92,244
(Actual prorated to employment date)	
➤ Annual Service Level at 28%	\$ 25,828
5. One-time shared expenses associated with program start-up	
Radio Relocation Expense (\$46,335) at 31%	\$ 14,364
Detention Facility Remodeling(\$50,000) at 31%	\$ 16,500
Fiber Optic Cable Installation	\$ 500
Generator/USP up-grade project (\$37,692) at 31%	<u>\$ 11,685</u>
Total One-Time expense	\$ 43,049
6. Fiber Optic Cable lease - Annual cost estimate	\$ 8,400
\$700/mo	

Exhibit "A"
Interlocal Agreement for Shared Services
Watauga

(all expenses are estimates based on projected employee & fixed costs)

1. Estimated operating budget - Joint Detention Center FY11/12	\$ 1,199,814
Includes 19 full time employee equivalents (FTEs); 16 Detention officers, 2 Detention Supervisors, 1 Detention Manager, shared cost of Technical Services Coordinator, operations, building capital and maintenance costs.	
➤ Annual Service Level at 12% beginning on or about December 3, 2011	\$ 143,978
2. Estimated operating budget - Joint Communications Center FY11/12	\$ 1,955,084
Includes 30 full time employee equivalents (FTEs); 26 public safety dispatchers, 3 communications supervisors, 1 communications manager, operations, building capital and maintenance costs.	
➤ Annual Service Level at 12% beginning on or about April 7, 2011	\$ 195,509
3. General and Administrative Charges	\$ 830,674
3.5% of operating budgets of Police Administration, Human Resources Administration, and Information Services Administration (\$830,674 X 3.5%=\$29,074)	
➤ Annual Service Level	\$ 5,815
4. Estimated cost of Public Safety System Administrator	\$ 92,244
(Actual prorated to employment date)	
➤ Annual Service Level at 8%	\$ 7,380
5. One-time shared expenses associated with program start-up	
Radio Relocation Expense (\$46,335) at 10%	\$ 4,364
Detention Facility Remodeling(\$50,000) at 12%	\$ 6,000
Fiber Optic Cable Installation	\$ 500
Generator/USP up-grade project (\$37,692) at 10%	<u>\$ 3,769</u>
Total One-Time expense	\$ 31,364
6. Fiber Optic Cable lease - Annual cost estimate	\$ 8,400
\$700/mo	

SHARED SERVICES BILLING

FY 2014/2015

TOTAL CONSOLIDATION

PRELIMINARY ESTIMATE

<u>Fiber Optic Cable Lease</u>	<u>Monthly Cost</u>	<u>Haltom City</u>	<u>Watauga</u>	<u>Richland Hills</u>
FY 14 15	\$ 700	\$ 8,400	\$ 8,400	\$ 8,400

<u>Joint Detention Center¹</u>	<u>Total Operating Budget</u>	<u>Haltom City</u>	<u>Watauga</u>	<u>Richland Hills</u>
FY 14 15	\$ 1,406,169	\$ 464,036	\$ 168,740	\$ 70,308

<u>Joint Communications Center²</u>	<u>Total Operating Budget</u>	<u>Haltom City</u>	<u>Watauga</u>	<u>Richland Hills</u>
FY 14 15	\$ 2,074,655	\$ 643,143	\$ 248,959	\$ 103,733

<u>Joint Communications Center³</u>	<u>Total Operating Budget</u>	<u>Haltom City</u>	<u>Watauga</u>	<u>Richland Hills</u>
FY 14 15	\$ 2,074,655	\$ 653,516	\$ 280,078	\$ 134,853

Revised Allocations

<u>Haltom City</u>	<u>Watauga</u>	<u>Richland Hills</u>
31.5%	13.5%	6.5%
\$ 653,516	\$ 280,078	\$ 134,853

<u>General/Administrative Charge⁴</u>	<u>Annual Fee</u>	<u>Haltom City</u>	<u>Watauga</u>	<u>Richland Hills</u>
FY 14 15	\$ 38,000	\$ 26,600	\$ 7,600	\$ 3,800

<u>Public Safety System Administrator⁵</u>	<u>Total Service</u>	<u>Haltom City</u>	<u>Watauga</u>	<u>Richland Hills</u>
FY 14 15	\$ 78,158	\$ 21,884	\$ 6,253	\$ 3,126

	<u>Haltom City</u>	<u>Watauga</u>	<u>Richland Hills</u>
TOTAL FY 2014/2015	\$ 1,164,063	\$ 439,952	\$ 189,368
TOTAL FY 2013/2014	\$ 1,127,701	\$ 426,525	\$ 183,721
DIFFERENCE	\$ 36,362 3.22%	\$ 13,427 3.15%	\$ 5,647 3.07%

	<u>Haltom City</u>	<u>Watauga</u>	<u>Richland Hills</u>
TOTAL FY 2014/2015	\$ 1,174,436	\$ 471,071	\$ 220,487
TOTAL FY 2013/2014	\$ 1,127,701	\$ 426,525	\$ 183,721
DIFFERENCE	\$ 46,735 4.14%	\$ 44,546 10.44%	\$ 36,766 20.01%

¹ESTIMATED Total General Fund FY 14/15 8007 line-item budget

²ESTIMATED Total General Fund FY 14/15 8009 line-item budget

³ESTIMATED Total General Fund FY 14/15 8009 line-item budget with revised allocations applied

⁴PROPOSED Annual Fee

⁵ESTIMATED Information Services Fund 7016 Salaries, Benefits for Public Safety Systems Analyst position



Appendix D - WILCO – Georgetown, Texas

THE STATE OF TEXAS '

COUNTY OF WILLIAMSON '

KNOW ALL BY THESE PRESENTS:

WITNESSETH:

WHEREAS, the parties comprising CWICS desire to contract in this Agreement for the dissolution of CWICS; and

WHEREAS, the parties hereto desire to contract in this Agreement for the establishment of the Williamson County Radio Communications System (the “RCS”):

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

SECTION 1 **DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

Overarching Definition: Williamson County Radio Communications System (the “RCS”) - The “RCS” shall mean the Williamson County digital radio communications system serving all RCS Parties and Associates.

- 1. Advisory Board** - The “Advisory Board” shall mean the RCS body that provides recommendations to the Program Manager/Williamson County as to issues relating to the overall direction of the RCS, management and operations issues, system issues, and other issues relating to areas delineated in this Agreement in Section 6.
- 2. Agency-specific Equipment** - “Agency-specific Equipment” shall mean 911 telephone equipment, logging recorders, printers, copiers, computers, telephones, and all other communications center equipment not directly related to the RCS.
- 3. Cities** - “Cities” shall mean and include the City of Georgetown, Texas, the City of Round Rock, Texas, the City of Cedar Park, Texas, and the City of Hutto, Texas. Any reference in this Agreement to any such City or Cities shall include the respective officers, agents, employees and departments of such City or Cities.
- 4. County Wide Interagency Communications System (CWICS)** - “CWICS” shall mean the previously-existing emergency analog radio system which operated in and for Williamson County and the City of Georgetown, City of Round Rock, City of Cedar Park, and City of Hutto / ESD #3.
- 5. Day** - “Day” shall mean a calendar day.
- 6. Employee** - “Employee” shall mean a person holding a position listed in the RCS Budget.
- 7. FCC** - The “FCC” shall mean the Federal Communications Commission.

8. **Fiscal Year-** “Fiscal Year” shall mean the fiscal year (as adopted by the Program Manager/Williamson County) which begins on each October 1st and ends on each September 30th of the following year.
9. **Hutto / ESD #3** - “Hutto / ESD #3” or “City of Hutto / ESD #3” shall collectively mean both the City of Hutto, Texas and the Williamson County Emergency Services District #3, as established under V.T.C.A., Health and Safety Code, Chapter 775.
10. **IR Site** - The “IR Site” shall mean the “intelligent repeater” site which is a non-simulcast trunked site that utilizes independent frequencies, and which is linked to the Master Site Controller.
11. **Master Site Controller** - The “Master Site Controller” shall mean the City of Austin master site control computer system.
12. **Party-owned Enhancement** - A “Party-owned Enhancement” shall mean any addition to the RCS, such addition being owned by an RCS Party or Associate, that does not necessarily benefit all RCS Parties and Associates, including the installation of IR Sites purchased and implemented by an RCS Party or Associate that serve to enhance a specific geographic coverage area but that are not designed to benefit all RCS Parties and/or Associates under normal daily operations.
13. **Program Manager** - The “Program Manager” shall mean Williamson County, Texas, and its designated entity or person employed to perform specified functions.
14. **PSAP** - “PSAP” shall mean “Public Safety Answering Point” which is a communications center that answers 911 telephone calls.
15. **RCS Associate** - “RCS Associate” shall mean an entity that is a user of the RCS, that is eligible to use the licensed frequencies under FCC rules and regulations, but that is not a full RCS Party as defined herein and, as such, has no membership right or eligibility to the Advisory Board. In addition to the other requirements set forth herein, each RCS Associate shall be required to execute an interlocal agreement with Williamson County prior to becoming a user of the RCS. Such interlocal agreement shall serve as evidence that the RCS Associate has agreed to be bound by the terms and conditions of this Agreement. When such entities are referred to herein in the plural, they shall be termed “RCS Associates.”
16. **RCS Infrastructure** - “RCS Infrastructure” shall mean all system hardware and software necessary for the normal operation of both the RCS and RCS Infrastructure Equipment. The term “RCS Infrastructure” does not include Party-owned Enhancements, Subscriber Equipment and Agency-specific Equipment.
17. **RCS Infrastructure Equipment** - “RCS Infrastructure Equipment” shall mean all critical system equipment necessary to operate the RCS including but not limited to RCS tower sites, RCS Prime Site Controller, and connectivity devices utilized between the

RCS Prime Site or Backup Site and the City of Austin. The term “RCS Infrastructure Equipment” does not include Subscriber Units, Party-owned Enhancements, Agency-specific Equipment, or connectivity devices between each PSAP and the RCS Prime Site, Backup Site or the City of Austin.

18. RCS Party - “RCS Party” shall mean and include Williamson County, the City of Georgetown, the City of Round Rock, the City of Cedar Park, and the City of Hutto / ESD #3, all of which made significant capital investments in the former CWICS system and were CWICS parties. When such entities are referred to herein in the plural, they shall be termed “RCS Parties.”

19. RCS Prime Site - The “RCS Prime Site” shall mean a site located in Williamson County which will contain, at a minimum, the number of repeaters and central controllers necessary to properly operate the RCS for all RCS Parties and Associates.

20. RCS Prime Site Controller - “RCS Prime Site Controller” shall mean the computer equipment located and operated at the RCS Prime Site which controls the trunked operation of the RCS.

21. RCS Remaining Parties - “Remaining Parties” shall mean the parties to this Agreement who remain contractually committed to the RCS and this Agreement after the withdrawal of any RCS Party.

22. RCS System Capacity - “RCS System Capacity” shall mean the quantity of available trunked radio channel resources that are operated by the RCS and that are accessible by RCS Parties and Associates. The capacity of the system shall be such that the system supports the stated traffic loading, as delineated in Section 10, which is derived by periodic traffic monitoring.

23. RCS System Load - “RCS System Load” shall mean the amount of trunked radio traffic generated by the RCS Parties and Associates determined by radio traffic monitoring, and identified as a Grade of Service (GOS), where GOS is the probability of a user being “blocked” or delayed access to a trunked radio channel resource for more than a specified time interval as measured during a peak traffic time period defined as the “busy hour.”

24. Simulcast System - The “Simulcast System” shall mean the 800MHz trunked simulcast system linked into the Austin-Travis County Regional Radio System. The term “Simulcast System” does not include dispatch, mobile or portable radios, radio phones, agency-specific equipment or PSAP connection devices to the Simulcast System that are solely owned and maintained by each RCS Party or Associate.

25. Subscriber Equipment - “Subscriber Equipment” shall mean and include, but shall not be limited to, portable radios, mobile radios, control station radios and radio consoles owned and operated by the RCS Parties and Associates.

26. Subscriber Unit - “Subscriber Unit” shall mean a portable or fixed radio communications device such as a mobile vehicle radio, portable hand-held radio, or fixed control station within a communications center.

27. Support Vendor - “Support Vendor” shall mean a vendor properly selected (in accordance with applicable state laws) to provide maintenance, repair, troubleshooting, and/or related services for the RCS.

28. System-owned Enhancement - A “System-owned Enhancement” shall mean any addition to the RCS, such addition being owned by the RCS itself, that benefits RCS Parties and Associates overall, including but not limited to system-wide software upgrades, installation of new tower sites, or replacement of existing RCS Infrastructure Equipment.

29. System Manager - The “System Manager” shall mean the entity designated by Program Manager/Williamson County to perform duties under this Agreement at the direction of Program Manager/Williamson County, such duties to include day-to-day technical operations of the RCS as such relate to the RCS’s inter-connectivity to the Austin-Travis County Regional Radio System.

30. Williamson County - “Williamson County” shall mean Williamson County, Texas. Any reference in this Agreement to Williamson County shall include the respective officers, agents, employees and departments of Williamson County.

SECTION 2 **PURPOSE**

The general purpose of this Agreement is to dissolve CWICS, to provide for the establishment of the Williamson County Radio Communications System (RCS), to establish an organizational and management structure for the ongoing administration, operation, and maintenance of the RCS, and to create a budget process, funding processes, strategic planning and budget forecasting processes, and allocation of costs associated with, operating, maintaining, and upgrading the RCS.

With the exception of any document cited in this Agreement as retaining full force and effect, all previous Interlocal Agreements and/or Memorandums of Understanding, Commissioners Court or City Council decisions, proclamations, resolutions or decrees which relate to CWICS and/or which were executed between the CWICS parties and associated agencies shall dissolve upon execution of this Agreement, and same shall no longer be of any force or effect.

The parties to this Agreement have developed initial service level objectives attached hereto as Exhibit “B” and incorporated herein by reference for all appropriate purposes, and the parties to this Agreement have developed system performance measurements attached hereto as Exhibit “C” and incorporated herein by reference for all appropriate purposes.

SECTION 3 DISSOLUTION OF CWICS

The parties comprising CWICS hereby agree and accomplish the dissolution of CWICS; and each and every party hereto, having been a party to the original CWICS "Communications System Interlocal Agreement" dated May 8, 1997, and the "Interlocal Agreement" dated November 8, 2001, and the "Agreement for Buy-In to CWICS 800 Trunking Board" dated March 17, 2004 (all being attached hereto), expressly acknowledges and agrees that CWICS is dissolved by this document.

SECTION 4 FREQUENCIES

Prior to or contemporaneous with its execution of this Agreement, the City of Cedar Park agrees to transfer to Williamson County five (5) 800 MHz frequencies currently licensed to Cedar Park. Williamson County hereby agrees to re-license said frequencies and include them in the RCS frequency pool.

The City of Cedar Park agrees to relinquish its current single site five (5) channel 800MHz analog radio system, and ownership of same shall revert to or otherwise be transferred to Williamson County.

It is expressly acknowledged and agreed by the parties hereto that the resolution unanimously passed by the Williamson County Commissioner's Court on September 11, 2001, under Agenda Item 21, remains in full force and effect. Such resolution recites as follows: "Now, therefore, be it resolved by the Commissioner's Court of Williamson County, Texas, that the County agrees that if any participating entity in CWICS transfers its FCC license to Williamson County, the County will transfer said license back to said entity if said entity withdraws from CWICS, or CWICS is dissolved."

In accordance with the immediately-preceding paragraph, it is expressly acknowledged and agreed by the parties hereto that, due to the dissolution of CWICS, the Cities, as defined herein in Section 1(3), currently retain all rights to make demand for and receive reassignment of their individual and respective FCC licenses and frequencies back to themselves from Williamson County. In the spirit of cooperation, the Cities agree to forego their right to demand the immediate reassignment of their individual and respective FCC licenses and frequencies and hereby agree to allow said frequencies to remain in the name of Williamson County and be used for purposes of a RCS frequency pool; provided, however, the parties to this Agreement agree that the Program Manager/Williamson County shall consent to and authorize the reassignment of said FCC licenses and frequencies back to any of the Cities that choose to withdraw from this Agreement pursuant to Section 18 herein below or consent to and authorize the reassignment of the individual and respective FCC licenses and frequencies back to all of the Cities if the RCS is dissolved in its entirety. In the event of a reassignment of said FCC licenses and frequencies following a RCS Party's withdrawal from the RCS, the parties hereto acknowledge that they may not be reassigned the same frequency that they previously assigned to Williamson County prior

to the dissolution of CWICS since such frequency may be in use as an RCS control channel. However, in such case, the Program Manager/Williamson County shall reassign a comparable frequency to the withdrawing RCS Party. The parties to this Agreement expressly acknowledge their understanding that this provision shall have primacy over and shall supersede any statement to the contrary contained herein or elsewhere.

Williamson County agrees to keep the frequencies which are in the RCS frequency pool active in order to prevent any reversion of frequencies back to the FCC.

SECTION 5

TERM OF AGREEMENT; AND EFFECTIVE DATE

This Agreement shall be deemed to be effective as of October 1, 2007. The initial term of this Agreement shall be for ten (10) years, subject to the rights of withdrawal and termination as contained herein. Following the initial ten (10) year term, this Agreement shall automatically renew for up to a maximum of two (2) additional terms of five (5) years each, subject to the rights of withdrawal and termination as contained herein. .

SECTION 6

ADVISORY BOARD

Subsection 6.01: General Purpose. The parties hereto expressly acknowledge that the Advisory Board shall be advisory in nature. Notwithstanding anything contained herein to the contrary, the parties hereto expressly acknowledge that the Advisory Board shall have no authority to obligate the Program Manager/Williamson County in any financial way, nor shall the Advisory Board have the authority to make expenditures of funds.

The organizational structure of the RCS and the initial composition of the Advisory Board are delineated in Exhibit "A" attached hereto and incorporated herein by reference for all appropriate purposes.

The Advisory Board shall generally do the following: (1) provide recommendations to the Program Manager/Williamson County relating to the overall direction of the RCS; (2) collaborate with the Program Manager/Williamson County and with the System Manager to prepare and maintain a revolving five-year strategic plan/budget forecast to address such issues as RCS System Capacity, Party-owned Enhancements, System-owned Enhancements, and coverage issues; (3) provide recommendations relating to management and operations of the RCS to the Program Manager/Williamson County; (4) provide recommendations relating to standard operating procedures for the RCS to the Program Manager/Williamson County; (5) provide overall advice regarding the RCS to the Program Manager/Williamson County; (6) assist the Program Manager/Williamson County in the resolution of RCS issues; and (7) provide recommendations to the Program Manager/Williamson County relating to operational governance of Party-owned Enhancements, System-owned Enhancements, alias database management, template controls, interoperability, RCS budgets, performance, compatibility, and other system issues. It is hereby acknowledged that the Advisory Board may exercise only the powers and duties specifically authorized under this Agreement.

Subsection 6.02: Composition. The parties hereto expressly acknowledge that the Advisory Board shall consist of only RCS Parties, and that RCS Associates shall have no membership rights or eligibility to serve on the Advisory Board. Additionally, the parties hereto expressly acknowledge that the City of Hutto and the Williamson County ESD #3 shall together constitute and be considered as a single RCS Party and shall be entitled to designate only one member to the Advisory Board.

The Advisory Board shall consist of only one member from Williamson County, one member from the City of Georgetown, one member from the City of Round Rock, one member from the City of Cedar Park, and one member from the City of Hutto / ESD #3. As soon as is practicable after execution of this Agreement, each such RCS Party entity shall designate in writing the name of its Board Member and the name of one Alternate Board Member, and shall submit same to the Program Manager/Williamson County.

Subsection 6.03: Officers. The Williamson County Judge or his/her designee shall be the permanent Chair of the Advisory Board.

The Advisory Board shall elect a Vice-Chair annually in the first month of each Fiscal Year, or as soon thereafter as is practicable. The Vice-Chair shall be responsible for acting in the absence of the Chair.

The Program Manager/Williamson County shall designate a person not serving as an Advisory Board Member to serve as Secretary to the Advisory Board. The Program Manager/Williamson County shall provide any necessary administrative support to the Advisory Board.

Subsection 6.04: Quorum and Voting. No action may be considered or taken by the Advisory Board unless a quorum is present. A quorum shall be constituted only when a majority of the Advisory Board Members or Alternate Board Members is present.

Each member of the Advisory Board shall have one vote. The affirmative vote of a simple majority is required to pass any action in which the Advisory Board is authorized to act on under this Agreement. All actions taken as the result of a vote by an RCS Party's Advisory Board Member shall be binding on the RCS Party.

Subsection 6.05: Duties. The Advisory Board's duties and authority shall be as follows:

1. After the first five Fiscal Years of this Agreement when the annual Subscriber Unit Fee is frozen in accordance with Subsection 14.02 herein, review the apportionment of the Annual Assessment between the RCS Parties and Associates and recommend to the Program Manager/Williamson County any adjustments needed;
2. Annually review the draft annual RCS Budget and the revolving five-year strategic plan/budget forecast as prepared by the Program Manager/Williamson County delineating funds needed to operate, maintain, upgrade and use the RCS. Each annual draft

budget and each revolving five-year strategic plan/budget forecast shall be presented to the Advisory Board by not later than April 30th of each year. In the event a RCS Party does not agree with the draft RCS Budget as presented, it must, within thirty (30) days following receipt of the draft RCS Budget, provide the Program Manager/Williamson County and the Advisory Board with a detailed explanation of its issues and a detailed recommendation as to possible solutions to resolve the issues raised;

3. Review and make recommendations to the Program Manager/Williamson County regarding the operating policies and procedures for the RCS, including policies relating to radio resource management, training of communications and field personnel, system security, fleet mapping management, alias database management, capacity management, FCC compliance, and interoperability among Williamson County agencies and with other radio systems;

4. Regularly review the service level objectives and system performance measurements for the RCS and recommend actions to ensure reliable RCS performance;

5. Develop and recommend System-owned Enhancements to the Program Manager/Williamson County, if and as needed, to ensure desired RCS functionality and performance;

6. In conjunction with annual RCS reviews performed by the Program Manager/Williamson County, consider the impact of proposed RCS Associate applicants on the capacity of the RCS and recommend approval or denial of applications to allow additional RCS Associates;

7. Periodically provide input on the performance of the Program Manager/Williamson County;

8. Periodically provide input relating to the hiring of the Program Manager/Williamson County's staff person(s) designated to perform the duties of the Program Manager/Williamson County. The Program Manager/Williamson County shall consider the Advisory Board's evaluation and input in this regard, but the parties hereto expressly acknowledge that the Program Manager/Williamson County retains the exclusive right to take personnel actions, if any, with respect to its staff working on the RCS; and

9. Assist the Program Manager/Williamson County in developing agreements and standards defining the roles and responsibilities of the RCS Parties and Associates for System-owned Enhancements that are approved by the Program Manager/Williamson County. The funding for such System-owned Enhancements shall be included in the referenced agreements and standards. System-owned Enhancements shall be based on recommendations from the RCS Parties, RCS Associates, the Program Manager/Williamson County, and the System Manager. Any System-owned Enhancements or Party-owned Enhancements to the RCS shall be included in the revolving five-year strategic plan/budget forecast reviewed at least annually.

Subsection 6.06: Terms. The term of each Advisory Board Member shall be for two (2) years, but he/she shall serve at the pleasure of the appointing RCS Party and may be removed by said RCS Party at any time with or without cause. There shall be no term limits for an RCS Party's Advisory Board Member, and no prohibition against successive re-appointment. There shall be no term limits for the Chair and Vice-Chair, and no prohibition against successive service or election.

Subsection 6.07: Attendance Requirements. Either an Advisory Board Member or an Alternate Advisory Board Member of each RCS Party shall attend all properly-noticed meetings.

Subsection 6.08: Procedures for Advisory Board Meetings. The Advisory Board shall meet at least quarterly each Fiscal Year. The Chair shall preside at each Board Meeting, and the Vice-Chair shall act in the absence of the Chair. The Chair shall provide the Advisory Board Members with at least ten (10) days notice of proposed dates for regular meetings. The Program Manager/Williamson County and/or any Advisory Board Member may place an item on the Advisory Board's meeting agenda by submitting the item to the Chair at least five (5) days prior to the next scheduled meeting. The Chair shall submit the official agenda to the Advisory Board Members by the time that it is posted in accordance with the Texas Open Meetings Act, but in any event not later than seventy-two (72) hours prior to the scheduled meeting.

Subsection 6.09: Special Meetings. The Advisory Board Chair or the Program Manager/Williamson County may call special meetings upon seventy-two (72) hours' prior written notice to the Advisory Board Members. Special meetings may be called to address unplanned contingencies relating to the RCS or to address RCS Budget related items. A majority of the Advisory Board Members may also call special meetings of the Advisory Board upon proper posting and seventy-two (72) hours' prior written notice of the date, location, and purpose of the meeting to the Advisory Board Chair and to each Board Member.

Subsection 6.10: Actions of the Advisory Board. The Advisory Board shall not take any action that would violate any applicable statute, law, regulation, court order, ordinance or commissioners' court order. Further, all Advisory Board Meetings shall comply with the Texas Open Meetings Act.

SECTION 7 **AMENDMENTS**

Subsection 7.01: Proposal of Amendment. Any RCS Party, through its Advisory Board Member, may propose an amendment to this Agreement to the Advisory Board. The Advisory Board shall consider the proposed amendment and make a recommendation to the Program Manager/Williamson County. The Program Manager/Williamson County shall review such proposed amendment and decide to accept or deny the proposed amendment, and shall thereafter notify each RCS Party and Associate, in writing, of its decision to accept or deny the proposed amendment.

Subsection 7.02: Adoption of Amendment. An amendment to this Agreement shall be effective when adopted by the governing bodies of the RCS Parties. An RCS Party whose

governing body does not adopt such amendment may withdraw from participation in the RCS as provided herein in Section 18. Furthermore, in the event a RCS Party's governing body fails to adopt an amendment within thirty (30) days of the Program Manager/Williamson County's notice of its acceptance of a proposed amendment, such RCS Party shall be deemed to have accepted and approved the proposed amendment by its inaction. Each amendment to this Agreement shall be formalized in a written document and shall be signed by all RCS Parties. All amendments that are proposed and adopted, whether adopted by formal adoption or adoption by an RCS Party's inaction in accordance herewith, shall be binding on each RCS Party and Associate.

SECTION 8

STAFFING AND OPERATIONS

Subsection 8.01: System Manager Duties. The System Manager shall provide personnel to perform all required duties including, but not limited to, the day-to-day technical operations of the RCS as such relate to the RCS's inter-connectivity to the Austin-Travis County Regional Radio System. All actions of the System Manager shall be performed under the direction of the Program Manager/Williamson County.

Subsection 8.02: Program Manager Duties and Responsibilities. At a minimum, the Program Manager shall have the following duties and responsibilities:

1. *Minutes.* Assign a designee to maintain minutes of the Advisory Board meetings;
2. *Operations Authority and Recommendations.* Have operational authority of the system for daily operations, and consider recommendations from the Advisory Board on standard operating procedures and maintenance of the RCS;
3. *Supervision.* Supervise and oversee the personnel that are provided by the System Manager and the Program Manager/Williamson County to support the RCS;
4. *Dispute Resolution.* Provide the first level of administrative dispute resolution to the RCS Parties and Associates as such disputes relate to the operation of the RCS;
5. *Retention of RCS Related Documents and Agreements.* Maintain a current copy of this Agreement, any amendments to this Agreement, the most current version of all exhibits made a part of this Agreement, all program records of the RCS, all bills of sale, licenses, leases, titles, and other legal documents related to the use and ownership of the RCS Infrastructure, System-owned Enhancements and real property acquired under this Agreement, and copies of the most current versions of any subsequently-developed operating procedures or standards of the RCS. Such documentation shall be kept in the Program Manager's Office and be made available for inspection by the RCS Parties and Associates;
6. *Template Control.* Maintain a current copy of each Subscriber Unit and template used on Agency-specific consoles operating on the RCS. Each RCS Party and Associate is

responsible for updating its respective templates and providing said copies to the Program Manager/Williamson County. The Program Manager/Williamson County shall make templates available to all RCS Parties and Associates upon request. The Program Manager/Williamson County shall also maintain a copy of all Template Interlocal Agreements, Memorandums of Understanding, and written agreements between RCS Parties, Associates, and other agencies authorizing the sharing, programming, and usage of any channels on the RCS. The Program Manager/Williamson County will coordinate subscriber unit templates and fleet mapping to ensure that interoperability requirements are met between all users of the RCS and the City of Austin Regional Radio System;

7. *RCS Budget and Staff Reports.* Provide a draft annual RCS Budget and a revolving five-year strategic plan/budget forecast to the RCS Parties and Associates by no later than April 30th of each year, as well as provide annual staff reports as requested by the Advisory Board;
8. *Performance Reports.* Quarterly, or more frequently if specifically requested by the Advisory Board, provide the Advisory Board with at least one report of RCS performance measures, as included in the Annual System Assessment described herein;
9. *Job Descriptions.* Maintain descriptions of the duties of Williamson County and/or the Program Manager staff that is employed on the RCS;
10. *Inventory Report.* Maintain and provide an annual inventory report to the RCS Parties and Associates which describes all RCS Infrastructure and real property acquired under this Agreement and contains an assessment of condition of such inventory;
11. *Manuals and Warranties.* Maintain current operation manuals and warranty information for all RCS Infrastructure Equipment;
12. *Standard Operating Procedures.* Develop, distribute, and revise current standard operating procedures for the RCS;
13. *Contract Administration.* Administer all contracts for the operation and maintenance of the RCS;
14. *Annual System Assessment.* Annually, or more frequently if specifically requested by the Advisory Board, provide the Advisory Board with a system assessment as to the capacity, coverage, and utilization of the RCS;
15. *RCS Availability.* Assist the RCS Parties and Associates in working to ensure operational and technical availability of RCS features to all RCS Parties and Associates which support interactions and communications with other public safety systems.

The parties expressly acknowledge and agree that the Program Manager might resign, be terminated, be re-assigned, have its/his/her duties re-structured, or otherwise be “separated from duty” by being withdrawn from performing a portion of or all duties hereunder. In that event,

the Advisory Board Chair shall act as interim Program Manager until the time that Williamson County designates a replacement permanent Program Manager. Within ten (10) days of separation from duty, the former Program Manager shall have the obligation to fully transfer to the interim Program Manager possession and control of all documents, budgets, inventory lists, standard operating procedures, RCS Infrastructure, and all items of personal property and real property related in any manner to this Agreement and to the RCS. Following such transfer, the former Program Manager shall be relieved of further obligations hereunder.

SECTION 9

LEVEL OF SERVICES

The Program Manager/Williamson County shall provide all RCS Parties and Associates with a level of service which is, at a minimum, in compliance with the service level objectives and system performance measurements attached hereto as Exhibit "B" and Exhibit "C" respectively.

SECTION 10

RCS SYSTEM CAPACITY AND RCS SYSTEM LOAD

The Program Manager/Williamson County shall be charged with the collection of trunked system radio traffic data. Data collected each month shall be such so that a statistically valid sample is obtained.

System loading data shall be collected and stored. The Program Manager/Williamson County shall consult with the Advisory Board regarding the most appropriate method of presentation. One such method can be a "channel activity" graph that illustrates the number of transactions on each channel. Another such method can be a traffic profile chart that includes, among other items, the calls per hour, duration of call, and calls per unit per hour. Such data shall be used to determine the Grade of Service, which shall be metric used to determine system performance in regards to the system's ability to adequately serve the users.

If the collected data, plotted on a monthly basis, indicates a trend where the GOS exceeds one percent (1%) and the queue (wait for a channel grant) time exceeds one (1) second over a period of three (3) consecutive months, steps shall be taken to increase capacity once any potential anomalous occurrences or conditions have been examined and adequately explained.

The Program Manager/Williamson County shall ensure that the proper system management processes are in place to maximize the system's capacity before trunked radio channel resources are added to the system.

In the event the RCS System Capacity is increased to meet the needs of an out-of-county RCS Associate, such out-of-county RCS Associate shall be solely responsible for all initial and implementation costs, maintenance costs, operational costs, and recurring costs. Such costs shall not be included in the Annual Assessments apportioned to all RCS Parties and Associates.

SECTION 11
PARTY-OWNED ENHANCEMENTS, AND SYSTEM -OWNED
ENHANCEMENTS

Subsection 11.01: Party-owned Enhancements. A Party-owned Enhancement is defined as any addition to the RCS, such addition being owned by an RCS Party or Associate, that is designed and implemented to benefit a specific geographic coverage area(s) or specific agency and that does not necessarily benefit all RCS Parties and Associates, including the installation of IR Sites purchased and implemented by an RCS Party or Associate that serve to enhance a specific geographic coverage area but that are not designed to benefit all RCS Parties and/or Associates under normal daily operations. Such Party-owned Enhancement shall be paid for by the RCS Party or Associate implementing such Party-owned Enhancement. The RCS Party or Associate that implements such Party-owned Enhancement shall also be solely responsible for the design, implementation, operation, and recurring costs of such Party-owned Enhancement, and such costs shall not be included in the Annual Assessments apportioned to all RCS Parties and Associates. All infrastructure, equipment and/or frequencies added to the RCS by any RCS Party or Associate as a Party-owned Enhancement shall remain the property of the implementing RCS Party or Associate.

All Party-owned Enhancements must be compatible with existing RCS Infrastructure at the time a Party-owned Enhancement is implemented, and a Party-owned Enhancement shall not cause substantive interference or degradation of existing RCS services. In the event that it is determined that a Party-owned Enhancement does cause substantive interference or degradation of existing RCS services, such interference or degradation must be cured and fully resolved within twenty-four (24) hours of an RCS Party's or Associate's receipt of written notice from the Program Manager/Williamson County.

Subsection 11.02: System-owned Enhancement. A System-owned Enhancement is defined as any addition to the RCS, such addition being owned by the RCS itself, that benefits the RCS Parties and Associates overall, and shall include but not be limited to system-wide software upgrades, installation of new tower sites, and/or replacement of existing RCS Infrastructure Equipment. Notwithstanding anything contained herein to the contrary, all infrastructure and equipment added to the RCS as a System-owned Enhancement shall be considered the property of Williamson County. After the first five Fiscal Years of this Agreement when the annual Subscriber Unit Fee is frozen in accordance with Subsection 14.02 herein, all future operations costs, maintenance costs and the costs of a System-owned Enhancement shall be shared equitably based on the percentage of total Subscriber Unit allocations for each RCS Party and Associate, as more fully set forth in Section 14 herein.

Subsection 11.03: Determination of Party-owned Enhancement or System-owned Enhancement. Whenever an RCS Party or Associate desires to make an addition to the RCS, it must first request that the Advisory Board issue a recommendation to the Program Manager/Williamson County on whether, in the opinion of the Advisory Board, such proposed addition should be deemed to be a Party-owned Enhancement or a System-owned Enhancement. Such recommendation from the Advisory Board shall be made based on a criteria set to be

developed and periodically reviewed and amended by the Program Manager/Williamson County. Prior to the issuance of the Advisory Board's recommendation, the RCS Party or Associate proposing the addition shall be allowed to present, testify, and negotiate matters including but not limited to proportional benefit, establishment of current fair market value, projections of future increased RCS Operating Costs, projections of future value, appreciation and depreciation issues, and amount (if any) of costs to be recouped in the event of the RCS Party's or Associate's withdrawal from the RCS and this Agreement. Written notification of the Advisory Board's recommendation on to whether such proposed addition should be considered a Party-owned Enhancement or a System-owned Enhancement, and any associated details, shall be promptly given to the RCS Party or Associate proposing the addition and to the Program Manager/Williamson County. Following the Program Manager/Williamson County's receipt of the Advisory Board's recommendation, the Program Manager/Williamson County shall consider the recommendation and make the final determination as to whether the proposed addition will be deemed a Party-owned Enhancement or a System-owned Enhancement. Agreements regarding negotiated matters shall be reduced to a contractually-binding document. Nothing herein shall be deemed to require a proposing RCS Party or Associate to actually make any proposed addition.

Subsection 11.04: Number of Subscriber Units. All RCS Parties and Associates shall review and reconcile their Subscriber Unit counts with the Program Manager/Williamson County during each Annual System Assessment. Each RCS Party and Associate shall notify the Program Manager/Williamson County of any Subscriber Units that are being added to or removed from the RCS during a Fiscal Year. In order to assist in creating accurate Annual Assessments and Subscriber Unit Fees for each new Fiscal Year, each RCS Party and Associate shall notify the Program Manager/Williamson County of the projected Subscriber Unit increases/decreases on or before March 1st of each year.

SECTION 12 **OWNERSHIP AND OPERATION OF EQUIPMENT**

Subsection 12.01: CWICS Equipment. Ownership of all equipment currently belonging to CWICS, same having been purchased and maintained by CWICS prior to the execution of this Agreement, shall revert or otherwise be transferred to Williamson County upon execution of this Agreement, and same shall thereafter be deemed to be RCS Infrastructure Equipment. Each RCS Party hereby agrees to execute any documents or instruments necessary to transfer title and/or ownership of such CWIC's equipment and property to Williamson County. The parties to this Agreement expressly acknowledge and agree that this provision applies only to equipment and does not apply to any real property owned by any of the entities comprising CWICS.

Subsection 12.02: RCS Infrastructure Equipment at RCS Sites. RCS Infrastructure Equipment located at each RCS Prime Site(s), Backup Site(s) or that is being operated for the benefit of all RCS Parties and Associates shall be available for use by all RCS Parties and Associates.

Subsection 12.03: Party-owned Enhancement Equipment. Equipment that is being operated to solely benefit one or more RCS Parties and/or Associates as a Party-owned Enhancement,

whether such equipment be located at the RCS Prime Site(s), Backup Site(s) or at an RCS Party's location, shall be operated for the benefit of the implementing RCS Party or Associate that owns it, and it shall not be considered RCS Infrastructure Equipment. The costs associated with operating and maintaining such equipment shall be the sole responsibility of the RCS Party or Associate that owns and operates such equipment.

Subsection 12.04: Agency-specific Equipment. Dispatch facilities and field user equipment may be co-owned by two or more RCS Parties and/or Associates or purchased and owned separately by any RCS Party or Associate. Agency-specific Equipment includes but is not limited to consoles, recording equipment, furniture, telephones, 911 ANI/ALI consoles, and microwave or fiber lines. Such Agency-specific Equipment shall not be considered RCS Infrastructure Equipment and shall remain the sole responsibility of each RCS Party or Associate that purchases same.

Subsection 12.05: Inventory of RCS Infrastructure Equipment. A complete inventory of all RCS Infrastructure Equipment shall be kept current and shall be maintained by the RCS Program Manager/Williamson County. Such inventory of all RCS Infrastructure Equipment shall include an assessment of the condition of the inventory. Such inventory/condition report shall be made available for inspection to all RCS Parties and Associates.

SECTION 13 **DISPOSITION OF PROPERTY UPON WITHDRAWAL**

Subsection 13.01: Claims to RCS Infrastructure Property or Equipment Following Withdrawal or Termination. Notwithstanding anything contained herein to the contrary, upon the withdrawal or termination of an RCS Party or Associate in accordance with Section 18 herein, the withdrawing or terminated RCS Party or Associate shall have no claim to any RCS Infrastructure Equipment or any property, real or personal, that is owned by Williamson County or that becomes the property of Williamson County under this Agreement.

Subsection 13.02: Claims to Party-owned Enhancements Following Withdrawal or Termination. Withdrawing or terminated RCS Parties or Associates shall retain ownership of any Party-owned Enhancements which that RCS Party or Associate brought into the RCS or that have been transferred to the RCS Party or Associate by Williamson County. At the time of a RCS Party's or Associates withdrawal or termination, and prior to the removal of its Party-owned Enhancement, a system assessment shall be performed by the Advisory Board. Following the said system assessment, the Advisory Board shall issue an opinion to the Program Manager/Williamson County as to whether, in the Advisory Board's opinion, there is a likelihood of significant degradation or interruption of RCS services if such Party-owned Enhancement is removed from the RCS. The Program Manager/Williamson County shall, thereafter, review the Advisory Board's opinion and make a final determination on whether or not there is a likelihood of significant degradation or interruption of RCS services. If significant degradation or interruption of services is deemed likely by the Program Manager/Williamson County, then and in that event the Program Manager/Williamson County, on behalf of the RCS, shall have the right to do the following: make a good-faith offer to the withdrawing or terminated RCS Party or Associate to purchase such Party-owned Enhancement at its then-

current fair market value and in accordance with any agreement in place reached during negotiations under Subsection 11.03 herein, with the express understanding and agreement of both the RCS and the withdrawing or terminated RCS Party or Associate that same is an offer only and not an obligation to either buy or sell. In the event of an agreed sale, following such purchase by the RCS, the Party-owned Enhancement would thereafter be deemed to be a System-owned Enhancement. In the event that the withdrawing or terminated RCS Party or Associate does not elect to sell, then and in that event the withdrawing or terminated RCS Party or Associate shall have the obligation to reach a fair and equitable agreement with the RCS to allow appropriate co-use, lease or rental rights, or the like, along with appropriate compensation, of the Party-owned Enhancement.

SECTION 14 **COSTS**

Subsection 14.01: Definitions.

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

1. **RCS Capital Costs** - The “RCS Capital Costs” shall mean all costs associated with (1) any improvements, additions or replacements of items that have an expected useful life of more than five years; and/or (2) System-owned Enhancements to the RCS occurring after the initial installation and implementation of the RCS. The term “RCS Capital Costs” shall not include Party-owned Enhancements, RCS Operating Costs, System Manager Costs, Program Manager Costs, and RCS System Costs. RCS Capital Costs are borne by Williamson County, and are not apportioned to or chargeable to the RCS Parties and Associates.

2. **RCS Operating Costs** - The “RCS Operating Costs” shall mean all costs incurred to operate the RCS, including but not limited to maintenance and operational costs relating to RCS Infrastructure Equipment and System-owned Enhancements, commodities costs, contractual costs, personnel costs, utility costs, security costs, lease payments, insurance costs and normal periodic maintenance, tuning, servicing, inspecting, parts replacement, repair and other similar activities intended to keep the RCS functioning efficiently and to maintain the useful life of the RCS and reduce the probability of failures. All RCS Operating Costs are, as required in this Agreement, included in each Annual Assessment and RCS Budget. Elements considered in the calculation of annual RCS Operating Costs are, among other data, annual system maintenance contracts, utilities, tower insurance, and system management fees. After the first five Fiscal Years following execution of this Agreement, the RCS Operating Costs are borne by the RCS Parties and Associates, and Williamson County shall apportion and charge same to the RCS Parties and Associates in accordance with this Agreement.

3. **RCS System Costs** - The “RCS System Costs” shall mean and include, but shall not be limited to, the cost of operation and maintenance of all RCS-owned equipment, the cost of any improvements, additions or replacements that have an expected useful life of five years or less, and/or the cost of administration in operating the RCS generally used each time a two-way Radio Frequency (RF) call is made on the RCS. All RCS System Costs are, as required in this Agreement, included in each Annual Assessment and RCS Budget. After the first five Fiscal

Years following execution of this Agreement, the RCS System Costs are borne by the RCS Parties and Associates, and Williamson County shall apportion and charge same to the RCS Parties and Associates in accordance with this Agreement.

4. **System Manager Costs** - The “System Manager Costs” shall mean all reasonable and necessary costs incurred by the System Manager to support the RCS, including but not limited to professional services, wages, benefits, insurance, employment related taxes, employers’ retirement contributions, telephone allowances, pagers, education and seminar fees, travel for training, mileage reimbursement, photographic supplies, developing and printing costs, educational materials, books, office supplies, computer supplies, computer software, small tools and minor equipment. All System Manager Costs are, as required in this Agreement, included in each Annual Assessment and RCS Budget. After the first five Fiscal Years following execution of this Agreement, the System Manager Costs are borne by the RCS Parties and Associates, and Williamson County shall apportion and charge same to the RCS Parties and Associates in accordance with this Agreement.

5. **Program Manager Costs** - The “Program Manager Costs” shall mean all reasonable and necessary costs incurred by the Program Manager to support the RCS, including but not limited to professional services, wages, benefits, insurance, employment related taxes, employers’ retirement contributions, telephone allowances, pagers, education and seminar fees, travel for training, mileage reimbursement, photographic supplies, developing and printing costs, educational materials, books, office supplies, computer supplies, computer software, small tools and minor equipment. All Program Manager Costs are, as required in this Agreement, included in each Annual Assessment and RCS Budget. After the first five Fiscal Years following execution of this Agreement, the Program Manager Costs are borne by the RCS Parties and Associates, and Williamson County shall apportion and charge same to the RCS Parties and Associates in accordance with this Agreement.

Subsection 14.02: Cost for RCS Party or Associate to Participate in RCS During First Five Fiscal Years. For the first five Fiscal Years of this Agreement, beginning October 1, 2007, the only cost chargeable to RCS Parties and Associates is \$17.50 per Subscriber Unit per month in order for the RSC Party or Associate to gain and enjoy full participation in the RSC System. All parties expressly acknowledge and agree that the annual Subscriber Unit Fee shall, without exception, be frozen at \$17.50 per Subscriber Unit per month for the first five Fiscal Years of this Agreement, beginning October 1, 2007.

Subsection 14.03: Cost for RCS Party or Associate to Participate in RCS After the Expiration of First Five Fiscal Years. For all periods of time following the expiration of the first five Fiscal Years of this Agreement, the cost chargeable to RCS Parties and Associates in order for the RSC Party or Associate to enjoy full participation in the RSC System shall be computed using the following definitions and methodology:

1. **Annual Assessment** - The “Annual Assessment” shall mean the total amount of RCS Operating Costs, System Manager Costs, Program Manager Costs, and RCS System Costs which are projected to be incurred and the amount of money projected to be expended during the next Fiscal Year, according to an itemized schedule prepared and presented to the Advisory

Board by the Program Manager/Williamson County. The RCS Parties and Associates agree and acknowledge that the total amount of the Annual Assessment shall be adjusted (increased or decreased) each year following the initial first five Fiscal Years of this Agreement in order to annually reconcile the RCS Budget to actual.

2. **Subscriber Unit Fee** - The “Subscriber Unit Fee” shall mean the per radio unit cost which is chargeable to each RCS Party and Associate quarterly by Williamson County. The Subscriber Unit Fee is determined by dividing the Annual Assessment by the total number of Subscriber Units that each RCS Party and Associate will be using on the RCS in a specific Fiscal Year.

All parties expressly acknowledge and agree that no RCS Capital Costs will be apportioned to or borne by RCS Parties and Associates at any time during the term of this Agreement.

Subsection 14.04: Payment Instructions. The amounts due under this Agreement will be billed to the RCS Parties and Associates by the Program Manager/Williamson County on a quarterly basis. Invoices shall be paid to Williamson County within thirty (30) days from the date of receipt of the invoice. Interest charges for any late payments shall be paid in accordance with Texas Government Code Section 2251.025 (or as later amended): “The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.”

In the event that any discrepancy arises in relation to an invoice, the RCS Party or Associate which claims such discrepancy shall notify the Program Manager/Williamson County of such discrepancy. Following notification of such discrepancy as to an invoice, the RCS Party or Associate and Williamson County shall work in good faith to seek to resolve such discrepancy. Thereafter, the Program Manager/Williamson County shall re-submit a corrected or revised invoice, and the RCS Party or Associate shall pay same within thirty (30) days from the date of receipt of the corrected or revised invoice.

Subsection 14.05: Potential Increases in Subscriber Unit Fees. Following the first five Fiscal Years of this Agreement, during which time the annual Subscriber Unit Fees will have remained frozen at \$17.50 per Subscriber Unit per month, the annual Subscriber Unit Fee which is assessed for each Subscriber Unit may be increased by the Program Manager/Williamson County in an amount not to exceed ten percent (10%) per year per Subscriber Unit.

In the event that the Program Manager/Williamson County makes a determination that an increase is necessary which exceeds such ten percent (10%) limit, then and in that event the Program Manager/Williamson County shall submit the matter to the Advisory Board. After a hearing, the Advisory Board shall make known in written form its determination as to whether an increase above such ten percent (10%) limit is warranted and, if so, an appropriate percentage of increase to the Subscriber Unit Fee. Following receipt of such determination by the Advisory Board, the Williamson County Commissioner’s Court shall set the actual amount of increase, if

any. The Program Manager/Williamson County shall notify the RCS Parties and Associates of same.

Subsection 14.06: Additional Costs to RCS Parties and Associates for Non-RCS Infrastructure Equipment. Each RCS Party and Associate shall be solely responsible for all maintenance and other costs associated with its own dispatch facilities, field user equipment, telephone lines, microwave links, long distance telephone calls, mobile and portable equipment, any equipment not considered RCS Infrastructure Equipment under this Agreement, and any other such equipment that was acquired solely for the benefit of the individual RCS Party or Associate. If any equipment or other facilities are co-owned by RCS Parties and/or Associates, such parties shall be solely responsible for agreeing to a procedure for allocating maintenance costs between themselves.

Subsection 14.07: Costs to RCS Parties and Associates for Presenting Proposals. Any and all costs associated with a RCS Party's or Associate's proposal for adding enhancements to the RCS shall be borne by the RCS Party or Associate making such proposal whether or not such proposed enhancement is ultimately deemed a System-owned Enhancement in accordance with Subsection 11.03.

SECTION 15 **APPLICATION FOR PARTICIPATION BY OTHER ENTITIES**

Subsection 15.01: Limitation to Acceptance Based on RCS System Capacity. Except for the RCS Parties, no other entity may be accepted into the RCS unless and until there is sufficient RCS System Capacity to add additional Subscriber Units to the RCS, as determined by the Program Manager/Williamson County.

Subsection 15.02: Application to Become an RCS Associate. Any governmental or non-governmental entity satisfying FCC requirements to operate on a public safety radio system that desires to become an approved RCS Associate of the RCS must apply in writing to the Program Manager/Williamson County. The application must state the name of the entity applying, the type of use requested, the number of Subscriber Units to be used by the applicant, the quantity of each type of use, any encryption requirements, subscriber unit programming parameters, and all templates currently in use or proposed by the applicant. The applicant shall make a presentation regarding its application to the Advisory Board. The Advisory Board shall then review the application and make a recommendation to the Program Manager/Williamson County to approve or deny the applicant as an RCS Associate.. The Program Manager/Williamson County shall consider the Advisory Board's recommendation and all matters relating to such application and thereafter decide, at its sole discretion, to either approve or deny the application.

SECTION 16 **COMPLIANCE AND GOOD FAITH DEALING**

RCS Parties and Associates shall use the RCS in a manner consistent with the Standard Operating Procedures of the RCS, in compliance with all applicable FCC Rules and Regulations, and in compliance with all applicable federal, state, and local laws.

When dealing with RCS related problems or issues, RCS Parties and Associates shall utilize the Program Manager as the primary point of contact. RCS Parties and Associates shall work in good faith with the Program Manager/Williamson County to attempt to resolve problems relating to the operation of the RCS. RCS Parties and Associates shall be solely financially responsible for any FCC penalties or fines or any other type of financial encumbrance caused by the actions of that specific RCS Party or Associate. .

SECTION 17 **FUNDING PROVISIONS**

Subsection 17.01: Funding. RCS Parties and Associates specifically acknowledge that funding for each RCS Party's and Associate's Subscriber Unit Fees, as well as any other amounts that become rightfully due under this Agreement, shall be processed and appropriated through the budgeting process of each RCS Party's and Associate's governing body. Purchase costs of the actual Subscriber Units shall be the responsibility of each individual RCS Party and Associate.

Subsection 17.02: Failure to Appropriate. On or before July 1st of each year, each RCS Party and Associate must give written notification to the Program Manager/Williamson County of its intent to appropriate its Subscriber Unit Fees. Following its governing body's formal appropriation of such Subscriber Unit Fees, each RCS Party and Associate shall provide the Program Manager/Williamson County with written documentation evidencing its formal appropriation. In the event that an RCS Party's or Associate's governing body fails to appropriate the necessary funds at the beginning of its fiscal year, such RCS Party or Associate may be considered to be in material breach of this Agreement and may be subject to termination as set forth herein in Subsection 18.03.

Subsection 17.03: Remedies Available to Address Underfunding. If any RCS Party or Associate pays less than the total amount of its Subscriber Unit Fees or any other fee that may become lawfully due under this Agreement, for any Fiscal Year or portion of a Fiscal Year, the Program Manager/Williamson County may take one or more of the following actions:

1. Notice of Underfunding - Send the Underfunding RCS Party or Associate a notice stating the amount of underpayment, and request payment within thirty (30) days from the date of receipt of said notice;
2. Suspension of Services - Suspend radio services on the RCS to the Underfunding RCS Party or Associate until such time as payment for services has been received in full; and/or
3. Termination of Participation - With approval from the Williamson County Commissioner's Court, the Program Manager/Williamson County may terminate the Underfunding RCS Party or Associate as to participation in the RCS under

this Agreement. In such event, the procedures for termination must be followed which are set forth herein in Subsection 18.03.

SECTION 18

WITHDRAWAL; BREACH AND TERMINATION

Subsection 18.01: Right to Withdraw. Any RCS Party or Associate has the right to withdraw from this Agreement and the RCS by providing express written notice of its decision to withdraw to the Advisory Board, the Program Manager/Williamson County, and to all other RCS Parties and Associates at least one hundred eighty (180) days prior to its projected withdrawal date. Any withdrawing RCS Party or Associate shall remain obligated to pay all costs and fees which were lawfully incurred by such RCS Party or Associate prior to the date of its withdrawal.

Subsection 18.02: Incidents of Breach. A breach of this Agreement shall include, but not be limited to, the following:

1. **Failure to Make Payment.** Failure of an RCS Party or Associate to appropriate or timely pay its Subscriber Unit Fees, or any other fee that may become lawfully due under this Agreement;
2. **Substantive or Knowing Violation of FCC Rules.** Any substantive or knowing violation of FCC rules and regulations by an RCS Party or Associate, as determined by the FCC and/or the Program Manager/Williamson County;
3. **Violation of Standard Operating Procedures.** Egregious or repeated violations of the RCS Standard Operating Procedures by a RCS Party or Associate, as determined by the Program Manager/Williamson County. For purposes of this Agreement, egregious or repeated violations shall be deemed to have occurred when an RCS Party or Associate violates, on three (3) separate occasions, the same or similar RCS Standard Operating Procedure;
4. **Inappropriate Use.** Use of the RCS by an RCS Party or Associate, which use is determined to be inappropriate by the Program Manager/Williamson County and/or the Advisory Board;
5. **Failure to Make Penalty Payment.** Failure of an RCS Party or Associate to pay FCC penalties or fines legally attributable to it, which fines resulted solely from its actions;
6. **Adverse Impact.** Any other substantial action or omission that has a material adverse impact on the operation and maintenance of the RCS, as determined by the Program Manager/Williamson County and/or the Advisory Board; and/or
7. **Non-compliance with Terms and Conditions of this Agreement.** The knowing failure of an RCS Party or Associate to substantially comply with the terms and

conditions of this Agreement and/or any subsequent adopted amendments to this Agreement.

Subsection 18.03: Notice of Breach and Termination. The decision to exercise the rights and remedies granted by this Section 18 must be approved in writing, in advance, by the Williamson County Commissioner's Court. If an RCS Party or Associate commits a breach as delineated in Subsection 18.02, the Program Manager/Williamson County shall deliver written notice of such breach to the breaching RCS Party or Associate. Such notice must specify the nature of the breach and inform the breaching RCS Party or Associate that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching RCS Party or Associate under this Section 18. If the breaching RCS Party or Associate begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by the Program Manager/Williamson County, so long as the breaching RCS Party or Associate continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the breach. If, in the opinion of the Program Manager/Williamson County, the breaching RCS Party or Associate does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, the breaching RCS Party or Associate shall be deemed to be in breach and the Program Manager/Williamson County may deliver written notice to the breaching RCS Party or Associate which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching RCS Party or Associate;
3. Notice of any financial responsibility incurred by the RCS due to the acts of the breaching RCS Party or Associate;
4. Description of the failure of the breaching RCS Party or Associate to cure timely;
5. Statement that the RCS Party's or Associate's use of the RCS shall be terminated;
and
6. Effective date of the termination of the RCS Party or Associate.

Following the effective date of termination of an RCS Party or Associate, such terminated RCS Party or Associate shall immediately cease and desist from any further use of the RCS. The terminated RCS Party or Associate may be subject to "System Lock-out" whereby its use of the RCS shall be restricted via the alias database management tools. The Program Manager, System Manager, Williamson County and the remaining RCS Parties and Associates shall not be liable for any damages that may arise due to the locking out of a terminated RCS Party or Associate. A terminated RCS Party or Associate shall remain obligated to pay all costs and fees that were lawfully incurred by such RCS Party or Associate prior to the date of its termination.

Section 18.04: Failure to Ratify. In the event that a governing body of any RCS Party or Associate fails to ratify and execute this Agreement or any subsequent amendments that are adopted in accordance with the terms of this Agreement, such RCS Party or Associate may, at the discretion of the Program Manager/Williamson County, be restricted or suspended from using the RCS until such time as approval and/or ratification is obtained.

SECTION 19 **LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE PROGRAM MANAGER OR WILLIAMSON COUNTY, INCLUDING THEIR AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES, BE LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE ATTRIBUTABLE TO THE ACTS, OMISSIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR MISREPRESENTATIONS BY ANY RCS PARTY OR ASSOCIATE, OR THEIR DIRECTORS, EMPLOYEES OR AGENTS. IN NO EVENT SHALL THE PROGRAM MANAGER OR WILLIAMSON COUNTY BE LIABLE TO ANY RCS PARTY OR ASSOCIATE, BY REASON OF ANY ACT OR OMISSION RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER A CLAIM BE IN TORT, CONTRACT OR OTHERWISE, (A) FOR ANY CONSEQUENTIAL, INDIRECT, LOST PROFIT, PUNITIVE, SPECIAL OR SIMILAR DAMAGES RELATING TO OR ARISING FROM THE SERVICES, OR (B) IN ANY EVENT, IN THE AGGREGATE, FOR ANY AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY ANY RCS PARTY OR ASSOCIATE UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT DETERMINED TO HAVE RESULTED FROM THE PROGRAM MANAGER'S OR WILLIAMSON COUNTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUDULENT ACTS RELATING TO THE SERVICES PROVIDED FOR HEREUNDER.

SECTION 20 **MISCELLANEOUS PROVISIONS**

Subsection 20.01: Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be valid and enforceable.

Subsection 20.02: Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

Subsection 20.03: Incorporation of Exhibits and Attachments. All of the exhibits and attachments referred to in this Agreement are incorporated by reference as if set forth herein verbatim.

Subsection 20.04: No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any RCS Party or Associate, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each RCS Party and Associate does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Subsection 20.05: Choice of Law; Jurisdiction and Venue. This Agreement shall be performable in Williamson County, Texas. This Agreement and all of the rights and obligations of the RCS Parties and Associates and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without reference to its conflicts of law provisions. Williamson County shall be the sole place of jurisdiction and venue for any legal action arising from or related to this Agreement.

Subsection 20.06: Assignment. Except as otherwise provided in this Agreement, the rights and duties of the Program Manager, System Manager, Williamson County and the RCS Parties and Associates may not be assigned or delegated without the prior written consent of all the RCS Parties. Any authorized assignment or delegation of such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the RCS Parties and Associates.

Subsection 20.07: No Personal Benefit. No party to this Agreement intends to (1) benefit any person who is not either named as an RCS Party or otherwise added as an RCS Associate; (2) assume any special duty to supervise the operations of another RCS Party or Associate; (3) provide for the safety of any specific person; or (4) assume any other duty other than that imposed by this Agreement and general law.

Subsection 20.08: Notice. Any notice given hereunder shall be in writing, and shall be delivered by personal delivery, or by registered or certified mail, with return receipt requested, at the address of the respective parties indicated below:

Program Manager/System Manager
c/o: Ron Winch
321 W. 8th Street
Georgetown, Texas 78626

RCS Advisory Board
c/o: _____
_____, Texas _____

Williamson County
c/o: Williamson County Judge
301 S.E. Inner Loop, Suite 109
Georgetown, Texas 78626

City of Georgetown:
c/o: Mayor's Office
600 Main Street
Georgetown, Texas 78626

City of Round Rock
c/o: Mayor's Office
221 East Main Street
Round Rock, Texas 78664

City Of Cedar Park
c/o: Mayor's Office
600 North Bell Blvd.
Cedar Park, Texas 78613

City of Hutto
c/o: Mayor's Office
Post Office Box 639
401 West Front Street
Hutto, Texas 78634

With a copy to:

Williamson County ESD #3
c/o: _____
_____, Texas _____

The above addresses for notice may be changed at any time by delivering written notice of change to the Program Manager/Williamson County, the Advisory Board, and to all RCS Parties in accordance with the notice requirements of this Subsection 20.08 and elsewhere in this Agreement.

Subsection 20.09: Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Subsection 20.10: Attorneys Fees. In any lawsuit concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party, plus out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

Subsection 20.11: Compliance with Applicable Laws. All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority. Nothing in this Agreement is intended to conflict with any RCS Party's or Associate's zoning, franchise, or health and safety authority.

Subsection 20.12: Dispute Resolution. Should dispute arise between any parties to this Agreement concerning the terms of this Agreement, the dispute shall be first presented for

resolution to the Advisory Board. If the Advisory Board cannot timely resolve the issue, the Advisory Board shall then recommend that the Program Manager/Williamson County retain a certified mediator to attempt to mediate a resolution to the conflict. Any costs of mediation will be shared equally by parties involved in the dispute subject of the mediation. If a resolution cannot be obtained through such mediation, the parties may then litigate the dispute in a court of competent jurisdiction.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

Subsection 20.13: Abatement of Costs. RCS Parties and Associates shall not be entitled to any damages, nor to any abatement or reduction of its Subscriber Unit Fees for any repairs, alterations, additions or temporary failures of the RCS.

Subsection 20.14: Independent Relationships. The RCS Parties, RCS Associates, Program Manager, System Manager and Williamson County shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

Subsection 20.15: Execution in Multiple Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all RCS Parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.

Subsection 20.16: Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all other oral and/or written negotiations, agreements, and understandings of every kind. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands on this _____ day of _____, 200__.

WILLIAMSON COUNTY

ATTEST:

By: _____
DAN A. GATTIS,
Williamson County Judge

By: _____
NANCY RISTER,
Williamson County Clerk

CITY OF ROUND ROCK

ATTEST:

By: _____
NYLE MAXWELL, Mayor
Round Rock, Texas

By: _____
SARA WHITE,
City Secretary
Round Rock, Texas

CITY OF GEORGETOWN

ATTEST:

By: _____
GARY NELON, Mayor
Georgetown, Texas

By: _____
SANDRA LEE, City Secretary
Georgetown, Texas

CITY OF CEDAR PARK

ATTEST:

By: _____
BOB LEMON, Mayor
Cedar Park, Texas

By: _____
LeANN QUINN,
City Secretary
Cedar Park, Texas

CITY OF HUTTO

ATTEST:

By: _____
KEN LOVE, Mayor
Hutto, Texas

By: _____
DEBBIE CHELF, City Secretary
Hutto, Texas

WILLIAMSON COUNTY ESD #3

ATTEST:

By: _____
_____, President

_____, Board Secretary
of Williamson County ESD #3

Exhibit A – Williamson County Radio Communications System
User Advisory Board Organization

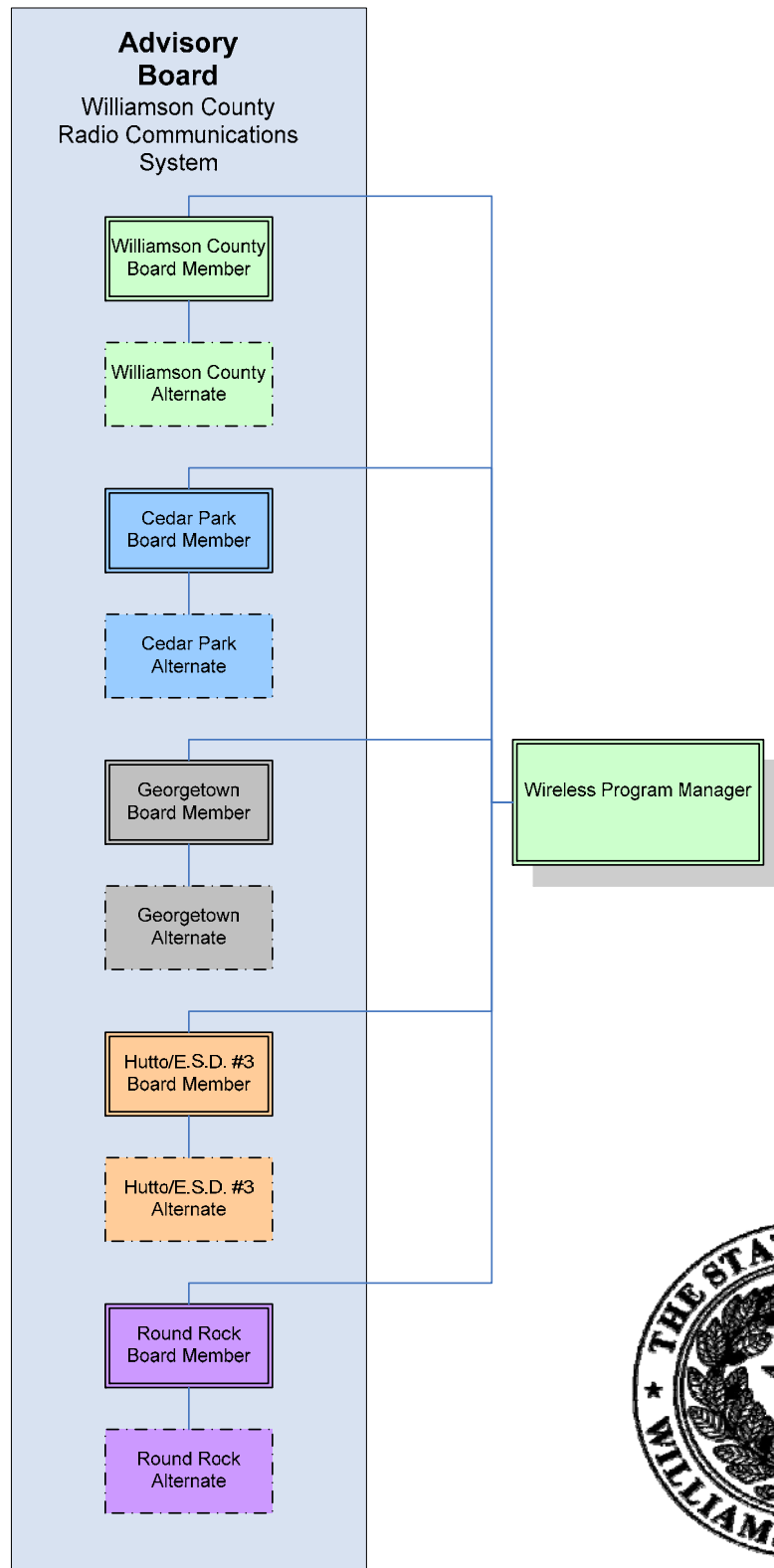


Exhibit B – Initial Service Level Objectives

The Williamson County Radio Communications System (RCS) has been designed and engineered to provide an extremely high level of service to users. System reliability, coverage, availability, implementation, and maintenance will continue to be focused on providing high quality, public safety grade service to all users.

System loading is one key characteristic of measuring a system's effectiveness as well as the need to plan for expansion should loading and traffic patterns suggest that the system infrastructure is approaching a saturation point.

Measurement of loading is done by a Grade of Service, where Grade of Service is the probability of a user being "blocked" or delayed access to a trunked radio channel resource for more than a specified time interval measured. The "Busy Hour" is defined as the hour within a 24 hour period that has the highest average traffic load, averaged over a statistically significant number of days.

Through advance, long-range planning and ongoing assessment of current system loading, forecasted growth in population and radio users, and technological developments, the RCS Program Manager will responsibly and methodically plan for keeping the communications system infrastructure at a level that will continually meet or exceed the reasonably foreseeable demands of the system and the users that it supports.

If the collected traffic data, plotted on a monthly basis, indicates a trend where the GOS exceeds 1% and the queue (wait for a channel grant) time exceeds 1 second over a period of three consecutive months, steps shall be taken to increase capacity once any potential anomalous occurrences or conditions have been examined and explained. Clearly, it is desirable that *no* busy signals will be received by a public safety user at any point, and it is equally clear that no system can be designed that will assure that no busy signal will ever be received during an extraordinary event.

As such, the RCS Program Manager will continuously and proactively monitor system performance, actual measured growth and system demand over time, and anticipated growth in users and population, and all other known factors affecting system loading and performance. This monitoring will be an integral part of system planning, and plans will be in place well in advance of need for system expansion, to allow for orderly funding processes and lead time for development of system expansion, be it for equipment acquisition and construction to any needed land acquisition and development or other factors.

Funding needs and availability will be identified and communicated in a timely manner to allow Williamson County to have adequate time for identifying and securing funding, and to identify any potential funding impacts on RCS Parties and Associates. Additionally, the RCS Program Manager will maintain awareness of obsolescence or dates for manufacturer abandonment of support of infrastructure components and subscriber equipment, and will advise all RCS Parties and Associates of any such dates in order to provide adequate advance notice to RCS Parties and

Associates for anticipated financial obligations on their parts for subscriber equipment or any other user-owned equipment.

Service measurements will continue to be honed through the system life-cycle, based upon recommendations from the Advisory Board to the RCS Program Manger. Ongoing monitoring of system performance measurements and adoption of baseline data will allow the management of system capacity and performance to be defined to a more granular level and more precisely monitored and measured throughout the life of the system.

Worth noting is that Williamson County, as the largest single user of the system and having coverage requirements over the entire county, has a high degree of interest of ensuring that coverage and capacity of the radio system is comprehensive, complete, and adequate at all times.

No unconditional guarantees of operability are implied or provided. Furthermore, no unconditional guarantees of funding availability are implied or can be provided. However, all RCS Parties and Associates agree to make all reasonable efforts to secure and provide funding, as defined elsewhere in the Agreement, consistent with the goals and measurements provide herein.

Exhibit C – System Performance Measurements

The Williamson County Radio Communications System (RCS) will be measured as to effectiveness and capacity on an ongoing basis. Optimal service and capacity levels will continue to be refined through the life of the system, as defined by the RCS Program Manager, based upon his/her expertise and experience, and with the advice and recommendations of the Advisory Board.

Measurement factors will include:

Measured Item	Metric
System busy signals	<ul style="list-style-type: none">• Number of busy signals received by hour/day
Subscriber units	<ul style="list-style-type: none">• Total number, and number per channel pair
Coverage	<ul style="list-style-type: none">• Signal strength measurements• Propagation modeling• Population density overlays
System Loading	<ul style="list-style-type: none">• Percentage of time per hour that a radio transmission (base or mobile) is taking place per radio frequency pair• By hour, by day

Other measurements will likely be identified as appropriate throughout the life-cycle of the system, and will be adopted as appropriate by the RCS Program Manager with the advice of the Advisory Board, and refined as appropriate.

[Login Register](#)[Search](#)[Select Language](#)
[Home](#)
[Online](#)
[Explore](#)
[Government](#)
[Justice](#)
[Environment](#)
[Transparency](#)
[Ask](#)
[13-14 Budget>Fund: 0100 General Fund>Dept: 0581 - 911 Communications](#)

Line Item	Description	2011 YTD Expense	2012 YTD Expense	Original Budget	Current Budget	YTD Expense	Requested Budget	Recommended Budget	Adopted Budget
000507	Transfer To Rcs (Radio Comm Sys)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
001100	F/T Salaries	2,010,266.79	2,083,272.41	2,404,709.00	2,463,538.15	1,109,760.05	2,787,286.93	2,554,926.00	2,592,376.59
001109	Cell Phone Stipend	9,040.00	8,876.00	9,600.00	9,600.00	4,284.00	9,600.00	9,600.00	9,600.00
001110	Overtime	354,858.10	355,905.27	375,000.00	375,000.00	160,215.22	528,314.40	384,000.00	384,000.00
001113	Fto	2,722.85	4,061.20	7,200.00	7,200.00	646.10	7,200.00	7,200.00	7,200.00
001125	Longevity Pay	0.00	0.00	0.00	0.00	0.00	29,880.00	29,880.00	29,880.00
002010	Fica	169,174.50	172,730.75	213,933.00	218,433.43	90,701.43	254,928.70	228,399.00	231,263.97
002020	Retirement	275,338.81	291,311.73	340,754.00	347,922.33	154,541.39	425,880.89	377,679.00	382,408.99
002030	Insurance	386,826.00	495,600.00	520,800.00	520,800.00	260,400.00	596,400.00	554,400.00	520,800.00
002050	Worker'S Comp	2,872.25	3,086.06	4,707.32	4,707.32	1,118.16	4,707.32	4,995.00	4,995.00
003001	Small Equipment & Tools < \$5,000	227.96	183.79	2,478.00	2,478.00	65.56	366.70	366.70	366.70
003003	Radio Equipment < \$5,000	10,781.04	10,126.99	15,132.18	15,132.18	2,711.63	6,449.00	6,149.50	6,149.50
003005	Office Furniture < \$5,000	992.54	529.02	600.00	600.00	0.00	1,894.00	1,894.00	1,894.00
003006	Office Equipment < \$5,000	4,413.62	2,053.58	3,348.85	3,348.85	486.97	888.49	416.49	416.49
003010	Computer Equipment < \$5,000	11,693.36	1,613.39	7,990.44	7,990.44	232.88	40,549.16	37,046.00	37,046.00
003011	Computer Software < \$5,000	1,091.81	4,345.39	7,317.08	7,317.08	885.09	25,041.84	4,655.60	4,655.60
003100	Office Supplies	5,533.37	3,418.82	6,500.00	6,500.00	1,379.75	5,000.00	5,000.00	5,000.00
003101	Educ Aids/Matls	1,296.43	1,996.22	2,000.00	2,000.00	0.00	2,000.00	2,000.00	2,000.00
003105	Paper Supplies	1,444.41	2,371.97	2,500.00	2,500.00	416.00	1,250.00	1,250.00	1,250.00
003115	Computer Supplies	351.31	126.67	400.00	400.00	34.99	250.00	250.00	250.00
003120	Printer Supplies	2,820.83	4,711.16	5,000.00	5,000.00	1,652.45	7,500.00	5,000.00	5,000.00
003301	Gasoline	6,482.48	6,625.37	7,000.00	7,000.00	3,794.74	7,000.00	7,000.00	7,000.00
003311	Uniforms	5,828.64	4,061.81	4,450.00	4,450.00	416.42	17,354.15	4,673.00	4,673.00
003318	Janitorial Supplies	137.55	299.24	300.00	300.00	264.36	1,000.00	400.00	400.00
003601	Employee Recognition Program	599.01	737.28	750.00	750.00	389.00	1,000.00	750.00	750.00
003900	Membership Dues	2,529.00	2,575.00	3,200.00	3,200.00	2,653.00	6,953.00	3,200.00	3,200.00
003901	Publications/Books/Periodicals	1,232.97	1,061.87	1,600.00	1,600.00	156.48	1,250.00	1,250.00	1,250.00
004100	Professional Services	0.00	0.00	0.00	0.00	0.00	95,900.00	0.00	0.00
004141	Interpretors	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
004209	Cellular Phone/Pager	12,907.34	12,612.52	18,526.00	18,526.00	5,469.60	22,031.60	15,000.00	15,000.00
004210	Internet/Email Svs	1,638.04	2,378.10	13,740.00	13,740.00	3,126.05	28,110.92	31,200.00	31,200.00
004211	Telephone Service	1,257.43	1,656.71	1,500.00	1,500.00	576.44	1,500.00	1,500.00	1,500.00
004212	Postage	297.97	460.68	400.00	400.00	120.47	400.00	400.00	400.00
004216	Postage Meter Rental/Supplies	0.00	0.00	240.00	240.00	0.00	1,350.00	1,350.00	1,350.00
004231	Travel	7,183.60	4,153.74	5,000.00	5,000.00	0.00	5,000.00	4,000.00	4,000.00
004232	Training, Conf., Seminars	65,825.52	72,878.05	101,400.00	101,400.00	51,150.34	137,717.00	110,000.00	110,000.00
004350	Printed Materials & Binding	921.04	0.00	1,500.00	1,500.00	0.00	1,500.00	1,500.00	1,500.00
004414	Vehicle Insurance	494.48	920.06	8,921.00	8,921.00	334.70	9,438.00	9,438.00	10,109.00

004415	Vehicle Ins. Deductible	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
004416	Other Liability Insurance	0.00	0.00	0.00	0.00	0.00	9,000.00	0.00	0.00
004430	Utilities	3,379.06	8,209.44	8,105.00	8,105.00	2,736.48	11,030.48	11,031.00	16,973.48
004500	Maintenance Contracts	46,482.77	84,387.39	166,342.81	166,342.81	94,785.01	290,054.53	289,100.00	289,100.00
004510	Facility Maint. & Repair	0.00	0.00	0.00	0.00	0.00	500.00	0.00	0.00
004541	Vehicle Repairs & Maint	2,521.50	4,681.13	4,799.00	4,799.00	2,373.77	5,100.00	5,100.00	5,100.00
004544	Repairs To Office Equipment	601.02	437.07	800.00	800.00	0.00	800.00	800.00	800.00
004548	Radio Repairs & Maint.	978.20	0.00	500.00	500.00	0.00	500.00	500.00	500.00
004621	Copier Rental & Supplies	1,971.73	2,830.09	3,300.00	3,300.00	1,344.04	7,907.00	7,907.00	7,907.00
004705	Pre-Employment Screening	660.00	1,060.00	800.00	800.00	800.00	4,300.00	0.00	0.00
004850	Rcs Radio Fees	6,300.00	6,772.50	15,702.24	15,702.24	6,468.00	22,366.08	21,095.28	21,905.28
004999	Miscellaneous	571.55	451.79	1,000.00	1,000.00	0.00	1,000.00	1,000.00	1,000.00
005700	Vehicles > \$5,000	3,031.00	18.00	0.00	0.00	0.00	0.00	0.00	0.00
005730	Radio Equipment > \$5,000	0.00	0.00	0.00	0.00	0.00	104,182.68	0.00	0.00
005740	Computer Equipment > \$5,000	0.00	0.00	0.00	0.00	0.00	313,692.33	0.00	0.00
005741	Computer Software > \$5,000	0.00	0.00	0.00	0.00	0.00	53,271.00	0.00	0.00
Total:		3,425,577.88	3,665,588.26	4,299,845.92	4,370,343.83	1,966,490.57	5,896,596.20	4,743,301.57	4,761,360.60

* No support information available for this line-item.

[Adult Probation](#)

[County Clerk](#)

[Emergency
Management](#)

[Motor Vehicles](#)

[Sheriff's Office](#)

[Animal Shelter](#)

[County Courts](#)

[Health Department](#)

[Parks & Recreation](#)

[Storm Water Mgmt.](#)

[Auditor](#)

[County Engineer](#)

[HUD Grants](#)

[Property Tax](#)

[Tax Assessor/Collector](#)

[Bail Bond Board](#)

[District Attorney](#)

[Human Resources](#)

[Public Information Office](#)

[Treasurer](#)

[Bond Election](#)

[District Clerk](#)

[Infrastructure](#)

[Purchasing](#)

[Veterans Services](#)

[Budget Office](#)

[District Courts](#)

[Justice Courts](#)

[Other Departments](#)

[Victim Assistance](#)

[Commissioners Court](#)

[Elections](#)

[Juvenile Services](#)

[Road & Bridge](#)

[WilcoMentalHealth.](#)

[Constables](#)

[EMS](#)

[Maps/GIS](#)

[Road Bond Program](#)

[Williamson County Jail](#)

[County Attorney](#)

[Emergency
Communications](#)

Williamson County
Main Telephone: (512)943-1100
[All County Locations](#)

[Copyright 2014 by Williamson County, Texas ITS](#) [Terms Of Use](#) [Privacy Statement](#) [Sitemap](#)