



BURNET COUNTY COMMISSIONERS COURT

Jim Luther, Jr
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

An agenda packet containing detailed information on the items listed below is distributed to the County Judge, Commissioners, and County Clerk the Friday preceding the meeting. The agenda packet is also posted on the county website at www.burnetcountytexas.org, under Public Meetings. A hard copy of the agenda packet is available in the County Clerk's office. Our Mission Statement: The mission of Burnet County is to maintain overall efficient and effective management of county resources while providing the services mandated by state and federal law and desired by the citizens of Burnet County.

REGULAR MEETING DATE: Tuesday MARCH 26, 2024

MEETING TIME: 9:00 a.m.

MEETING PLACE: 2nd Floor Courtroom located at 220 S. Pierce, Burnet, Texas

Call to Order

2. Invocation and Pledge of Allegiance to the Flags
3. Public Comments - Pursuant to Texas Government Code 551.007 (b), any person may make comment on any item appearing on the agenda. Any comments made will not be addressed by the Commissioners Court during the Public Comments agenda item. Public Comments are limited to three (3) minutes per person.
4. Discussion and/or action concerning the lease agreement for office space located at 205 S. Pierce for use as the JP #1 office space (Oakley)
5. Discussion and/or action regarding a Proclamation honoring Donald Fawcett (Beierle)

Attachments

Fawcett Proclamation

6. Presentation of the Burnet County Comprehensive Annual Financial Report for the fiscal year ended September 30, 2023, by Patillo, Brown and Hill, LLP. (Oakley/Smith)
7. Discussion and/or action regarding the letter of opinion from TAC general counsel regarding a fence as an obstruction to a county roadway (Dockery)

Attachments

TAC letter

8. Discussion and/or action allowing the use of county equipment and manpower to assist the Burnet Rodeo Association in arena preparation for their upcoming fundraiser (Beierle)
9. Discussion and/or action regarding Property and Mobile Equipment insurance renewal with Texas Association of Counties Risk Management Pool for the period 7/1/2024 - 7/1/2025 (Oakley/Smith)
10. Discussion and/or action regarding accepting a donation from HEB for emergency services personnel during the Eclipse event (Oakley/Smith)

11. Public Hearing, pursuant to Section 232.008 of the Texas Local Government Code, concerning the cancelation of lot 52, Thomas Ranch, Sec. 1, as recorded in Document #202306164, Official Public Records of Burnet County, Texas (Dockery)
12. Discussion and/or action regarding an order to cancel lot 52, Thomas Ranch, Section 1 (Dockery)
13. Discussion and/or action regarding the final plat for Frers Subdivision, a private subdivision consisting of 2 lots on 1.752 acres, located at 136 Mountain View Circle (Luther)
14. **Executive Session.** Discussion with Burnet County Commissioner's Court and the County Civil Attorney(s) and/or the County Attorney in accordance with Texas Government Codes 551.071. The Commissioners Court reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters as authorized by the Texas Government Code including, but not limited to, Sections: 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues), 551.0725 (Contracts being negotiated).
15. Reconvene in Open Session.
16. Discussion and/or action regarding items discussed in Executive Session.
17. Discussion and/or action regarding Department Updates:
18. Acknowledgement of Receipt:
19. Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:
 - a. MOU between Burnet County and the Friends of Herman Brown Free Library
 - b. Acceptance of a quote for a new contract with TimeClockPlus for cloud based services
 - d. Adoption of an MOU with the State Wide Interoperability Coordinator (SWIC)
 - e. Approve and sign Reliable Tire Agreement for the tire trailer for the BOPATE scheduled for April 21, 2024
 - f. Ratify the approval to apply, and sign the resolution Replacement of Outdated Core Switches Project for FY25 State and Local Cybersecurity Grant Program - Mitigation Projects, FY 25. This replaces application #5148601 because of an incorrect funding program.
 - g. Approve and sign the resolution adding the matching funds clause for the Burnet County LEO Mental Health Deputy and Counseling Services Project for FY25 Victim Assistance, First Responder Program
 - h. Sponsorship Application from Burnet Community Coalition for Jackson Street Jams to be paid for by Hotel/Motel tax
 - i. Adopt a budget for the Rural Law Enforcement Grant (SB22)
 - j. Camera Service agreement with the Flock Group

Attachments

library MOU

Time Clock Quote

SWIC

SWIC MOU

reliable tire

Core Switches Resolution

LEO Mental Health

Jackson Street Jams

flock group

20. Discussion and/or action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings:
- a. Award of the bid for the work to be performed on CR 401N. To be paid using the 2023 tax notes

Attachments
401N Bid

21. The following items are part of the Consent Agenda and require no deliberation by the Commissioner's Court. Any item from this agenda may be considered separately:
- a. Consideration and approval of any pending personnel issues within the policy.
 - b. Consideration and approval concerning budget amendments.
 - c. Consideration and approval concerning budget line item transfers.
 - d. Consideration and authorization of payment of claims previously approved by the County Auditor.
 - e. Acceptance of reports of County Officials as required by LGC 115.02 previously examined by the County Auditor
 - f. Consideration and approval regarding Departmental equipment requests and/or property transfers.
 - g. Correspondence.
22. Discussion regarding any previous agenda items.
23. Calendar Review.
24. Adjournment

The Commissioners' Court reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters as authorized by the Texas Government Code including, but not limited to, Sections: 551.071 (Consultation with Attorney) 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations) Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues). Compliance with the Americans with Disabilities Act, Burnet County will provide for reasonable accommodations for persons attending Commissioners' Court. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Ms. Stephanie McCormick, Commissioners' Court Coordinator, at (512) 715-5276. Please note, the location of the meeting is subject to change based upon availability of the Courtroom. If meeting location is changed, notice at the above meeting location shall be posted to ensure public access to meeting is granted.

Posted by 5:00 o'clock P.M. on the 22nd day of March 2024
COMMISSIONERS COURT, BURNET COUNTY, TEXAS

CLERK OF THE COURT

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

5.

Meeting Date: 03/26/2024

Subject

Discussion and/or action regarding a Proclamation honoring Donald Fawcett (Beierle)

Attachments

Fawcett Proclamation

Proclamation
honoring
Donald Fawcett

Whereas, Donald Fawcett was a lifelong dedicated servant to residents of the City of Burnet and all of Burnet County; and

Whereas, Donald wore many hats during his time here. He raised a wonderful family with his wife Bonnie, served his Country in the US Air Force, delivered milk to Camp Longhorn for 58 years, cooked for everyone from fundraisers to weddings, cooked for PEC, drove the after-school bus for First Baptist Church of Burnet, was the best custom fire wood cutter in the State, and so much more; and

Whereas, Donald loved and supported the Burnet Bulldogs. He attended home and away games sporting his tan coveralls and green hat, cooked for the coaches every Friday game day, cooked hamburgers for public school week, and provided class rings to students that could not afford them. He was famous for his yearly collaboration in the Convocation videos; and

Whereas, Donald Fawcett truly exemplifies the noble endeavor to leave a place better than when found and in doing so, inspires all of us to do the same. He was recognized as Burnet Honor Citizen and received many Masonic Lodge honors over the years. He loved delivering Mother's Day candy to widows for 20 years; and

Whereas, Donald was known for many things. He can be coined with starting the slogan, "It's Burnet Durnet Can'tcha Learnit." The words "Chocolate Milk" mean something completely different to those children in Donald's past because he purchased chocolate milk for any child who wanted one. "Donald's Fried Fish" was like no other and often meant a large crowd was gathering.

Now, Therefore, The Burnet County Commissioners Court, in recognition of the continuous service of Donald Fawcett, do gladly hereby proclaim the 23rd day of March, 2024 as

"DONALD FAWCETT DAY OF SERVICE"

in the County of Burnet and encourage all citizens to applaud Donald for his dedicated service to our community.

Judge James Oakley

Commissioner Pct. 1, Jim Luther

Commissioner Pct. 2, Damon Beierle

Commissioner Pct. 3, Billy Wall

Commissioner Pct. 4, Joe Don Dockery

Burnet County Commissioners Court

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Regular Session

7.

Meeting Date: 03/26/2024

Subject

Discussion and/or action regarding the letter of opinion from TAC general counsel regarding a fence as an obstruction to a county roadway (Dockery)

Attachments

TAC letter

The statute does not define a "structure affixed to the ground", and there is no AG Opinion or court decision concerning this statute. According to the Merriam-Webster Dictionary, the definition of a "structure" is as follows: "something built as a dwelling, shelter, or place for human activity." If this definition is applied, a fence is an obstruction that may be ordered by commissioner's court to be moved.

Jim Allison

Chief General Counsel

Texas Association of Counties

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

19.

Meeting Date: 03/26/2024

Subject

Discussion and/or action regarding contracts, agreements or grants to be approved and/or ratified:

- a. MOU between Burnet County and the Friends of Herman Brown Free Library
 - b. Acceptance of a quote for a new contract with TimeClockPlus for cloud based services
 - d. Adoption of an MOU with the State Wide Interoperability Coordinator (SWIC)
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 - h. Sponsorship Application from Burnet Community Coalition for Jackson Street Jams to be paid for by Hotel/Motel tax
 - i. Adopt a budget for the Rural Law Enforcement Grant (SB22)
 - j. Camera Service agreement with the Flock Group
-

Attachments

library MOU
Time Clock Quote
SWIC
SWIC MOU
reliable tire
Core Switches Resolution
LEO Mental Health
Jackson Street Jams
flock group

MEMORANDUM OF UNDERSTANDING BETWEEN BURNET COUNTY
AND
THE FRIENDS OF HERMAN BROWN FREE LIBRARY

The following will constitute an operating agreement between the Friends of Herman Brown Free Library (hereinafter called "Friends") a non-profit 501(c)(3) organization that is a legally distinct entity and Burnet County (hereinafter called "County").

The Friends of Herman Brown Free Library ("Friends") agree to provide services and/or financial support in the form of donated funds to the County of Burnet ("County") for the exclusive use of the Herman Brown Free Library ("Library"), a member of the Burnet County Library System (BCLS).

Examples of service and/or financial support are:

- Providing supplemental staff costs not already covered by Burnet County (extra assistance)
- Circulating and browsing materials
- Providing for supplies and materials for programs of all ages
- Copier for public use
- Other projects as determined by the Friends Board and the Library Director

The Friends is an independent organization and none of its actions or non-actions are governed by Burnet County or the Burnet County Commissioners Court.

The Friends agree that any donations (monetary or otherwise) it wishes to make for the Library must be approved and accepted by the Burnet County Commissioners Court (LGC 323.003). The Friends agrees that all donated funds accepted by Burnet County must be deposited with the Burnet County Treasurer (LGC 323.007). Donations of individual circulating materials are considered donations to the Friends and the staff of the Herman Brown Free Library has the discretion to use and/or dispose of them as they see fit. All proceeds from the photocopier provided by the Friends are deemed donated to the County to fund supplies for the photocopier. When any asset donated to the Library reaches the end of its useful life, it is deemed donated back to the Friends.

The Friends agree that it will not allow or authorize any Burnet County employee Library staff member(s) to make any purchases on its behalf at any time. All purchases must follow Local Government Code 262. The Friends shall not provide any access or use of a Friends credit card for use of any Burnet County employee/Library staff member at any time.

The Friends agree that the County has the final say in accepting or declining any and all gifts made to the library.

The County agrees to provide a budgeted amount of staffing for the Library. The Friends may request to fund additional staff members for temporary reasons should it desire. Such request would be in addition to the already budgeted staff assigned to the Library. Should Burnet County agree to accept such a funding donation, the temporary employee would be a Burnet County employee. Any Library employee paid by Burnet County shall be considered a Burnet County employee and must follow all state and local laws, policies and procedures.

The County agrees that it shall not decrease funding during its yearly budgeting process for the Library due to any anticipated financial donation from the Friends. All donations made by the Friends are to supplement, not replace, budgeted funding for the Library by Burnet County.

The County agrees that any donations made by the Friends shall be used exclusively for the benefit of the Library. None of the donated funds may ever be used for any other purpose.

The Friends understands that County does not authorize any Burnet County employee/Library staff member to make purchases on behalf of the Friends or utilize the Friends credit card to make purchases at any time.

The County agrees to include the Friends in the long-term planning process to ensure that the Friends are aware of the goals and direction of the Library.

The County agrees to supply the Friends with a “wishlist” each year at budget time that indicated the anticipated needs for Friends support.

The County agrees to provide public space for Friends meetings, brochures and promotional materials. Access to public space is subject to Burnet County use policies.

The Agreement contains the entire agreement between Burnet County and the FRIENDS and any modifications of this Agreement must be done in writing and be approved by the Friends and the County Commissioners Court in open session.

The parties agree and acknowledge that the effective date of this agreement is _____, 2024. The agreement expires on _____, 2025 unless the County has provided funding for the library in its annual budget process. In such case, this agreement automatically renews for another one-year term on _____ and each year thereafter that funding is appropriated.

FRIENDS OF HERMAN BROWN DATE
FREE LIBRARY

COUNTY JUDGE, DATE
BURNET COUNTY



TIMECLOCK PLUS,
LLC
1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904

QUOTE # : Q028981

CONTRACT START DATE : 05/15/2024

CLIENT INFORMATION

Purchased for: Burnet County
Bill To: Burnet County

Contract Contact Name: Shirley Bullard

Contract Contact Email:
sbullard@burnetcountytexas.org

Billing Address:

Support Contact Name:

Billing Contact Name:

Support Contact Email:

Billing Contact Email:

Support Contact Phone:

Billing Contact Phone:

Start day of week:

Shipping Method:

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
60 MONTHS	60 MONTHS	NET 30	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
TIMECLOCK PLUS PROFESSIONAL ANNUAL CLOCKABLE EMPLOYEE LICENSE	\$37.44	319	RECURRING	\$11,943.36
HARDWARE SUPPORT & MAINTENANCE	\$581.20	1	RECURRING	\$581.20

SUBTOTAL	\$12,524.56
TAXES	\$0.00
GRAND TOTAL	\$12,524.56
CURRENCY	USD

QUOTE EXPIRATION DATE : 04/04/2024

SPECIAL TERMS: 2024|319|4.00%|\$37.44 |\$11,943.36 |\$581.20 |\$12,524.56
2025|319|4.00%|\$38.94 |\$12,421.09 |\$604.45 |\$13,025.55
2026|319|3.00%|\$40.11 |\$12,793.73 |\$622.59 |\$13,416.31
2027|319|3.00%|\$41.31 |\$13,177.54 |\$641.26 |\$13,818.80
2028|319|1.00%|\$41.72 |\$13,309.31 |\$647.68 |\$13,956.99

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at: <https://www.tcpsoftware.com/legal>

TCP reserves the right to modify the Licensing Agreement at TCP's sole discretion provided that changes shall not materially decrease the Services features and functionalities that Client has subscribed to during the then-current term. Should TCP make any modifications to the Licensing Agreement, TCP will post the amended terms on the applicable URL link and will update the "Last Updated Date" within such documents to notify Client of said changes.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

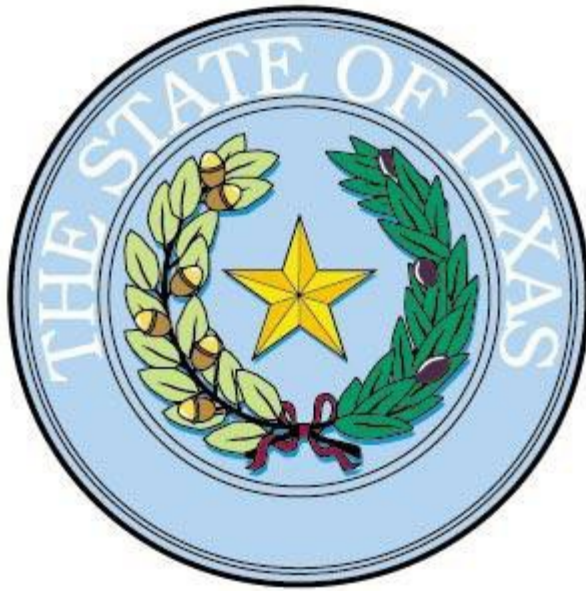
The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Client

TimeClock Plus, LLC

By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____



Texas Statewide Interoperability Channel Plan

For FCC Designated Public Safety Interoperability Channels
150 MHz – 800 MHz Bands

Developed By
Texas Interoperable Communications Coalition (TxICC) and
The Texas Department of Public Safety (TxDPS)
Statewide Interoperability Coordinator (SWIC)

Revised March 11, 2024 (Change #24.1)

RECORD OF CHANGES

Texas Statewide Interoperability Channel Plan

CHANGE #	DATE OF CHANGE	CHANGE
Issued	4-1-2005	Initial Issue
1	4-6-2005	Deleted "narrowband" from phrase "narrowband 800", pg. 14
2	4-6-2005	Frequencies transposed in Figure 5, pgs. 15 & 30
3	4-6-2005	Deleted word "refarming" from "refarming order", pgs. 15 & 30
4	9-7-2006	Corrected error in 700 MHz channel frequencies, pgs. 13-14, & 29
5	6-10-2007	• General edit; simplify provision for encryption • Add new/changed channel labels • Clarify 1/1/2013 deadlines
6	9-25-2007	• Name of plan changed to add the word "Statewide" • General edit • Modified background note and text to require P25 NLT 1/1/2013 • Added tactical repeaters • Dropped 700 MHz channels 1 MHz • Changed 800 MHz NPSPAC channels by 15 MHz
7	1-22-2008	• Corrected order of frequencies used in 8TAC95D and 8TAC96D • Extended transition date for P25 CAI digital until 1-1-2015 • Changed VTAC17 and VTAC19 availability date to 7/1/2008
8	6-9-2008	Removed Texas Government Code Chapter 411.0105 (Public Safety Radio Communications Council)
9	6-24-2008	Changed marine channel date due to FCC delay
10	11-5-2008	Removed Marine channels from plan due to FCC rule amendments
11	4-20-2009	Updated narrowbanding requirements for 1/1/2013
12	8-31-2011	Updated MOU language
13	3-6-2012	• Updated Modulation requirements • Removed Digital P25 Requirements • Added Fed VHF Repeaters • Changed Channel Coordination to IC, Updated SWIC

14	3-22-2012	• Changed Texas Law 1 to TXCALL1D and Texas Law 2 to TXCALL2D • Added 'Office of the Texas SWIC' or 'TxICC' to SIEC references • Removed references to P25 compliance by 2015 • Added reference to compelling reason exception for P25 • Clarified wideband and narrowband for modulation and encryption • Added footnote about how to access additional VHF Repeater Channels in an emergency • Updated tables to ensure headings were consistent throughout • Created separator line for Repeater Base Configuration in Tables 2 and 5 • Separated Table 3 into two tables, changing the Tactical Repeater Configuration to Table 4 • Created a new Table 6 for Use within Border Area for Rebanding Border communications • Changed Emission Designator to 20K0F3E for 800 NPSPAC Interoperability Channels • Updated MOU language to clarify VFD signatures
15	1-25-2013	Fixed Portable channel table on page 19/20 to properly show mobile and repeater channels
16	5-13-2014	• Added Mobile Satellite Talkgroup, section 8 • Updated MOU to include MSAT • Added Statewide Radio ID Plan, section 9 • Added Acronym List, section 10 • Removed wideband and narrowband references • Updated table numbers to align with section numbers • Added VTAC17&17D
17	5-27-2015	• Added recommended short list of VHF and 700 channels for programming • Added 7CALL70 and 7CALL70D channels • Added text that 700 MHz interoperability channels must always use P25 CAI digital conventional Modulation • Removed emission designators 11K2G2E and 11K3F3E • Updated Station Class field in 700 MHz and 800 MHz channel tables from FX1T/MO to FB2T/MO and FX1T to FBT for direct channels • Indicated which 700 MHz channels should not be used within 70 miles of the US / Mexico border

18	12-7-2017	- Updated Statewide Coordinated P25 Radio Unit Identification (ID) Plan guidance - Added new 700 MHz Air-to- Ground Channels - Added new UHF and VHF Federal Interoperability Channels - Added reminder: Fixed base repeaters as secondary use – all frequencies - Updated MOU to reflect new Air- to-Ground and Federal Interop Channels - Changed section headings to match with NIFOG color shading - Updated VHF and 800 MHz CTCSS tones in compliance with the NIFOG
19	1-29-2018	- Updated Federal Agency table 4.4 with correct RX frequency - Updated FM emission for new Federal Agency channels from 11K25F3E to 11K2F3E (*note the emission is published in the NIFOG is incorrect) - Updated Federal Agency tables 4.5 and 5.3 to list CTCSS tones
20	10-30-2018	- Updates made to Statewide Coordinated P25 Radio Unit IDs – Current Range Allocations - Added placeholder for 150 & 450 MHz Federal Agency licenses – TBD - Updated 700 MHz Air-to-Ground license, which falls under the existing 700 MHz license
21	1-11-2019	- Updated Federal Agency license - Updated Texas Government Code Chapter reference from “411.0105 (Public Safety Radio Communications Council)” to “421.096 (Interoperability of Radio Systems)”
22	8-5-2019	Updates made to reflect DPS Communications reorganization to Infrastructure Operations Division
22.1	6/10/2020	- Updated pg. 10 and ¶2.1,#6 to “on-scene communications” - Identified UAS Pilot to UAS Pilot Coordination channels in VHF, UHF, and 700 MHz - Corrected TX tone programming information for Federal LE16 channel - Clarified that 8TAC95D, 8TAC96D and 8TAC97D are not protected channels and can/will receive interference from licensed trunked radio systems - Updated information on the MSAT G-SMART talkgroup Removed MSAT access request from MOU, and MSAT Section 8 - Corrected pg 35 to reflect correct UAS Coordination channel as 7AG68D - Corrected ETCOG and DETCOG to 4M Radio ID Range

23	9/29/2020	• Added note that the only Mode allowed on 700MHz channels is P25 FDMA Ph 1 • Clarified TX and RX NAC codes for 700Mz Tables 6.1, 6.2 and 6.3 • Added note that no encryption is allowed on the 700 MHz calling channels • Updated Radio ID Plan map
24	2/21/2023	• Clarify channel for UAS Pilot to UAS Pilot, uncrewed aircraft • Clarify use of tones • Updated language to reference current NIFOG • Designated mobile-to-mobile calling channels • Updated Recommended Short List of VHF Interop Channels • Added VHF VSAR16 channel • Updated VHF Repeater Pair info, set priority order • Identified UHF frequency for UAS use • Updated 700 MHz channels, not available for use at US/Mexico Border • Updated Mobile Satellite (MSAT) Talkgroups, Access and Guidelines • Update SWIC
24.1	3/11/2024	• Updated Texas Department of Public Safety signatory information and other administrative corrections • Corrected VHF VTAC38 Repeater/Base configuration in Table 4.4

Texas Statewide Interoperability Channel Plan

For FCC Designated Public Safety Interoperability Channels 150 MHz – 800 MHz

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MEMORANDUM OF UNDERSTANDING

Texas Statewide Interoperability Channel Plan (TSICP)

V24.1 (Original issue, April 2005)

Texas Department of Public Safety
and the identified *Federal Agency, State Agency, Local Jurisdiction, or Emergency Service Organization*

Purpose

This Memorandum of Understanding (MOU) establishes permissions and guidelines for use of interoperability or mutual aid radio channels by:

- Local government jurisdictions and their associated emergency response agencies;
- State agencies in Texas and their associated emergency response organizations;
- Federal agency local units in Texas and their associated emergency response organizations;
- Local agency units in Texas and their associated emergency response organizations to use designated Federal interoperability channels, and;
- Private sector emergency response organizations licensed or otherwise entitled to operate in the Public Safety Pool as defined in Federal Communication Commission (FCC) Rules, Part 90 (47CFR, subpart B, paragraphs 90.15-90.20).

It imposes certain protocols, procedures, and obligations upon jurisdictions hereby authorized to use state-licensed radio channels held by the Texas Department of Public Safety (TxDPS).

This agreement supersedes any other previous versions of the MOU.

Authority

Execution of this agreement by state and local entities is authorized by Texas Government Code, Chapter 791 (local governments), Chapter 771 (state agencies), and Texas Government Code Chapter 421.096 (Interoperability of Radio Systems). This MOU satisfies FCC Part 90 rules for extending license privileges to others by agreement.

Federal agencies are permitted access to interoperability channels as authorized by the National Communications & Information Administration (NTIA) Manual, 47 CFR, Parts 2.102(c), 2.103; and 7.12. Federal agencies may execute this MOU and shall adhere to the attached guidelines.

Applicability

This MOU authorizes the use of certain radio frequencies by emergency response organizations as defined by the U.S. Department of Homeland Security's Emergency Communications Division and the Texas Department of Public Safety. Generally, this includes organizations in the following governmental disciplines:

**Emergency Management
Law Enforcement
Fire Service
Emergency Medical Services
Public Works / Transportation**

**Public Safety Communications
Public Health
Health Care
Hazardous Materials
Governmental Administration**

This MOU authorizes use of state-licensed frequencies for the purpose of coordination between emergency response agencies and resources. Such coordination may occur during interagency operations, en route travel, or on-incident communications in accordance with an Incident Communications Plan.

Background

The Texas 77th Legislature, in an effort to provide for effective emergency radio communications by state agencies, called for an Interagency Radio Work Group (IRWG) to develop a state agency communications network. That group developed a preliminary plan that was accepted by the state IRWG and the Sheriffs' Association of Texas on March 27, 2001.

Subsequently, the IRWG determined that the state agency communications network should be expanded to include all public safety agencies in the state. This was accomplished by IRWG's development of the IRCIP of January 2003.

In response to an FCC requirement for establishment of state / regional advisory committees, the Texas Interoperable Communications Coalition (TxICC) and the Texas Statewide Interoperable Communications Plan Executive Committee (SEC) were formally established as advisory committees to TxDPS.

The Texas Statewide Interoperability Channel Plan (TSICP), developed by the TxICC and included in this MOU, provides essential guidance for interoperable radio communications using VHF, UHF, 700 MHz, 800 MHz, and mobile satellite radio equipment for interagency coordination, en route travel, or on-incident communications.

Understandings

TxDPS will:

- Manage and maintain proper licenses for the use of the interoperability frequencies identified herein;
- Manage and maintain an accurate database of federal and state agencies and local government jurisdictions that have accepted and signed this MOU, and;
- Issue updates and revisions to the TSICP contained herein, upon request by the TxICC and the Texas Statewide Interoperability Coordinator.

Jurisdiction will:

- Participate in regional communications planning (generally arranged by a regional Council of Governments) that provides for regional radio communications interoperability.
- Manage use of the interoperability frequencies by its employees, ensuring compliance with the TSICP and federal / state / local laws, ordinances, and rules. Use the interoperability frequencies

authorized hereby for their intended purpose of coordination between emergency response agencies and resources. Such coordination may occur during interagency operations, en route travel, or at the scene of an incident.

- Use the interoperability frequencies for en route and on-scene communications in accordance with local and regional policies and procedures.
- Use the interoperability frequencies for on-incident communications in accordance with the Incident Communications Plan established by the on-scene Incident Command or COML.
- Prioritize use of the interoperability frequencies:
 1. Emergency or urgent operation involving imminent danger to life or property.
 2. Disaster or extreme emergency operation requiring extensive interoperability and inter-agency communications.
 3. Special event, generally of a pre-planned nature.
 4. Joint training exercises.
 5. Inter-agency and en route communications in accordance with local and regional policies and procedures.
 6. On-Scene tactical communications.
- Implement radio communications procedures consistent with the National Incident Management System (NIMS) and Incident Command System (ICS) including:
 - Use “plain language” without 10-codes or agency-specific codes or jargon.
 - Use the calling protocol: "Agency-Unit #, **this is** Agency-Unit #", rather than "Unit # **to** Unit #".

Examples: **"Bryan EMS 1605, this is Tyler Fire 2102"** or **"Incident Command, this is DPS 505"**

- Ensure that mobile, portable, and temporary base radios intended for use by agency leadership (officers) are configured with the appropriate in-band interoperability frequencies as found in the TSICP. This means that, as a minimum, the interoperable frequencies would be added to the day-to-day frequencies used by that entity.
- Ensure that interoperability calling channels are monitored at the incident command post on major incidents requiring significant aid from agencies beyond routine local interoperability. Calling channels should be monitored by appropriate dispatch centers when possible and practical within the affected regions. Monitoring shall include one or more of the following:

CALLING CHANNEL NAME	USE
VCALL10	Analog VHF Calling Channel
UCALL40	Analog UHF Calling Channel
7CALL50	Digital P25 700 MHz Calling Channel
8CALL90	Analog National Calling Channel

Incident command post monitoring may be implemented using cross-band repeaters, communications operator console patching, or VHF/UHF/700/800 MHz fixed or mobile gateway.

It is suggested that the band-relevant interoperable call channel listed above be included in the ‘home zone’ used for day-to-day operations. This will enable radio users to easily turn to the interoperable channel on their mobile or portable radio when needed.

The parties mutually agree:

- Jurisdiction and TxDPS agree that their mutual interests will be furthered by continued coordination between the jurisdiction and the Office of the Texas Statewide Interoperability Coordinator (SWIC).
- Jurisdiction and TxDPS agree that this Memorandum of Understanding may be cancelled at any time, by written notice to the other party, or by subsequent agreements.
- Only one MOU per Jurisdiction or Governing Body is required to cover the departments and/or sub-agencies of each jurisdiction, as long as each department or sub-agency is listed on an accompanying attachment.

The attached *TSICP v24.1 (Original Issue April 2005)* is incorporated into this MOU in its entirety. The TSICP may be revised by TSICP Strategic Advisory Group (SAG) and TxDPS as needed, and revisions will be provided to jurisdictions by TxDPS.

Should Jurisdiction elect to withdraw from this MOU because of TSICP revisions, notice shall be given by email to:

Texas Department of Public Safety,
Statewide Interoperability Coordinator
TXSWIC@dps.texas.gov

This **Memorandum of Understanding** was agreed to on this date: _____, _____, 20____.
 The v24.1 fillable form is available here: <https://www.dps.texas.gov/section/infrastructure-operations/swic-document-library>
 Please **complete this page only, sign, save, and then email** as attached file to txswic@dps.texas.gov.

WHO SHOULD EXECUTE THIS AGREEMENT: Each jurisdiction must individually sign this agreement.

- An authorized representative of a City may sign for all public safety agencies in that city.
- A County may sign for volunteer fire departments (VFD) if the VFD is recognized in the county emergency management plan; however,
- A County CANNOT sign for all cities or other public safety agencies in the county that are not a part of county government since they are separate legal entities.
- A Council of Governments (COG) CANNOT sign for all jurisdictions within the COG.

Compliance with this TSICP and the SCIP are required to receive grant funds for communications equipment. **Agencies and programmers should verify the latest version of these documents are being referenced; they can be found at** <https://www.dps.texas.gov/section/infrastructure-operations/swic-document-library>

FOR JURISDICTION

Jurisdiction Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Jurisdiction Address: _____

County: _____

Phone: _____ e-mail: _____

Jurisdiction/Agency Radio Communications Contact: _____

Phone: _____ e-mail: _____

Indicate the NUMBER of mobile, portable, temporary base, and/or mobile relay radios to be operated under TxDPS licenses. For Federal Entity Interop and 700 Air-to-Ground channels, please mark the appropriate box with a checkmark or "X" if these channels are programmed or if programming is planned in the future.

	Mobile	Portable	Temporary Base-Mobile Relay	Federal Entity Interop Channels	700 Air-to-Ground Channels
150 MHz					N/A
450 MHz					N/A
700 MHz				N/A	
800 MHz NPSPAC				N/A	N/A

(This information is required by TxDPS as a condition of its licenses from the FCC.)

TEXAS DEPARTMENT OF PUBLIC SAFETY SWIC OFFICE SIGNATURE

Signature: _____

Karla Jurrens, Statewide Interoperability Coordinator, Innovation and Data Office
 Phone: (281) 517-1240 Karla.Jurrens@dps.texas.gov

TEXAS DEPARTMENT OF PUBLIC SAFETY AUTHORIZING SIGNATURE

Signature: _____

Jared Vandenheuvel, Chief Innovation Officer, Innovation and Data Office
 Texas DPS, 5805 N Lamar Blvd. Austin, TX 78752
 Phone: (512) 289-8847 jared.vandenheuvel@dps.texas.gov

Background Note to Users of the Texas Statewide Interoperability Channel Plan

Nationwide, public safety communications is in a period of great change driven by FCC regulatory changes, new technology, and federal grant funding requirements.

Specifically:

- The Texas Interoperable Communications Coalition (TxICC) anticipates that all federal grants will soon require that communications equipment grant funds be spent only for P25-compliant digital-capable equipment and advises all jurisdictions to purchase P25-compliant equipment.
- Natural and technological events such as Hurricanes Harvey, Katrina and Rita, Bastrop wildland fires, Law Enforcement events, Columbia Space Shuttle disaster, and Border Security Operations, continue to emphasize the need for common mutual aid/interoperability channels to be programmed in public safety radios. For interoperability to be effective, all public safety radio users must use a common naming convention (labels) for these channels. In response to the U.S. Congress and to U.S. Department of Homeland Security, a national ANSI standard has been established for use in all jurisdictions within the United States. These names are reflected in this document.

https://npstc.org/download.jsp?tableId=37&column=217&id=3836&file=11042-2017_CommonChannelNamingDocument.pdf

- This Channel Plan is consistent with current regulatory requirements, technical standards, and grant guidelines as they are understood at the time of issue.

Texas Statewide Interoperability Channel Plan

For FCC Designated Public Safety Interoperability Channels 150 MHz–800 MHz

1. INTRODUCTION

This Channel Plan describes conditions and guidelines for use of state-licensed interoperability or mutual-aid radio channels by:

- Local government jurisdictions and their associated emergency response agencies
- Federal agency offices in Texas and their associated emergency response organizations, and
- Private emergency response organizations licensed or eligible to operate in the Public Safety Pool as defined in the Federal Communication Commission (FCC) Rules, Part 90, (47CFR, subpart B paragraphs 90.15-90.20). For further information on FCC public safety radio pool eligibility for statewide use of interoperability channels within Texas, see 47 CFR § 90.20(a) Public Safety Pool

License privileges are extended to organizations that have executed an acceptable Memorandum of Understanding (MOU) with the Texas Department of Public Safety (TxDPS). These licenses provide for:

- Operation of VHF, UHF, 700 MHz band, and 800 MHz band radio equipment on interoperability or mutual aid channels within the boundaries of Texas
- Operation of mobile, portable, temporary base, temporary repeater, and temporary control station radios only. Fixed-base stations, such as dispatch points, PSAP's, etc., must be separately licensed by the jurisdiction, agency, or private emergency response organization, and
- Permanently installed standby repeaters must be licensed separately.

By executing an acceptable MOU associated with this Texas Statewide Interoperability Channel Plan (TSICP), public safety entities may operate under existing FCC licenses issued to TxDPS:

Channel Band	FCC License
150 & 450 MHz	WQBC290
150 & 450 MHz Federal Agency	WRCD309
700MHz Narrowband	WPTZ776
700 MHz Air-to-Ground	WPTZ776
800 MHz Nationwide	WPGV572
800 MHz Mutual Aid	WQDW771

By signing this MOU, entities agree to only use the interoperability channels for the purposes outlined herein and are **NOT to be used for routine day-to-day dispatch operations.**

2. GENERAL CONDITIONS FOR USE OF TEXAS DEPARTMENT OF PUBLIC SAFETY LICENSED INTEROPERABILITY CHANNELS

By executing the MOU associated with this TSICP, signatories agree to abide by the following general conditions:

2.1. Operational

- Interoperability calling channels and tactical channels should be programmed into all mobile, portable, and temporary base radios operated by signatory agencies and organizations. At a minimum, the channels should be programmed into all radios that can reasonably be expected to be operated by an agency or organization leadership (officers, incident commanders, etc.).
- Use of the interoperability channels shall be limited to their designated purpose of coordination between emergency response agencies, dispatchers, and resources in the field. Such coordination may occur during en route travel, during exercises, or on-incident.
- The interoperability channels are not to be used for routine dispatch operations but may be used by dispatchers for communications with personnel in the field, in accordance with local and regional policies and procedures. The interoperability tactical channels may be used for day-to-day emergency operations in the absence of higher priority events.
- Use of the interoperability channels shall be prioritized as follows:
 1. Emergency or urgent operation involving imminent danger to life or property.
 2. Disaster or extreme emergency operation requiring extensive interoperability and inter-agency communications.
 3. Special event, generally of a pre-planned nature.
 4. Joint training exercises.
 5. Inter-agency and en route communications in accordance with local and regional policies and procedures.
 6. On-scene tactical communications.
- Use of the interoperability channels for on-incident communications shall be in accordance with an Incident Communications Plan established by the on-scene Incident Command. The controlling agency for an incident shall, through its Incident Command, assign and/or reassign interoperability channels for each operational period as required to support incident operations.
- Uncrewed Aircraft Systems (UAS) Pilot to Pilot Coordination channels have been identified and assigned in the VHF, UHF, and 700 MHz public safety bands. These channels are options to be used for UAS Pilot to UAS Pilot and Aircraft pilot coordination as directed by Incident Command, or COML.

Note – for UAS only, not for any crewed aircraft.
- Radio communications procedures on the interoperability channels must be consistent with the National Incident Management System (NIMS) and Incident Command System (ICS) and shall be implemented, specifically including:

- Use “plain or commonly understood language” without 10-codes or agency-specific codes/jargon, and
- Use the calling order "Agency-Unit #, this is Agency-Unit #" calling order, rather than "Unit # to Unit #".

Example: "Bryan 1605 this is Tyler 2102" or "Incident Command this is DPS 505"

- Interoperability channels may be used only for voice traffic with the exception of specifically-identified data-only channels (see Tables 5.1 and 5.2). Attention tones are permissible. However, other types of signaling- Two tone, alert paging, and SCADA operations are not permitted on interoperability calling or tactical channels. Mobile data operations may be conducted on 700 MHz channels labeled for data in the tables. User-initiated telephone interconnect, e.g., phone patch, is not permitted on the interoperability channels.
- All mobile and portable radio equipment should employ a time-out timer set to limit transmission duration to a period of no greater than 120 seconds (2 minutes).
- To alleviate confusion, the standard common naming convention channel names listed in this plan shall be used in all equipment to refer to individual channels. Previously used mutual-aid channel designations (Intercity, VTAC1, etc.), are no longer valid, and shall be removed from equipment in the field.
- Radios not capable of displaying alphanumeric channel labels should be placarded to indicate the channel names and their corresponding positions on the radio's channel selector switch.
- Standard channel naming nomenclature for FCC and NTIA-designated nationwide interoperability channels will be used for public safety voice communications. It is necessary to develop and employ a common set of channel names so that all responders to an incident know which channel to tune their radios to, as well as the band and primary use for the channel. The ANSI/APCO/NPSTC 1.104.2-2017 Standard Channel Nomenclature for the Public Safety Interoperability Channels is the standard used in Texas.
https://npstc.org/download.jsp?tableId=37&column=217&id=3836&file=11042-2017_CommonChannelNamingDocument.pdf
- Some agencies have adopted a three-letter standardized list of abbreviations for Texas counties and Texas Regional Radio Systems to be used as a best practice in talkgroup naming. These abbreviations can be utilized in talkgroup names that use a County or System Name abbreviation. The Texas County Abbreviations standardized list is available in the SWIC Document Library: <https://www.dps.texas.gov/IOD/interop/docs/countiesandradiosystemabbreviations.xlsx>

2.2. Co-Channel and Adjacent Channel Interference

The statewide interoperability channels, Continuous Tone Coded Squelch System (CTCSS) tones, and Network Access Codes (NAC) are designated statewide under this plan and thus co-channel interference by/with other simultaneous incidents is possible. If effective radiated power (ERP) is limited to the minimum level required to maintain reliable communications at each incident, and given adequate geographic separation, coordinated co-channel operations at separate incidents and venues may be conducted successfully.

If interference to the interoperability channels from licensed users who are signatory to this plan occurs during an incident, those licensed users should consider their communications to be

secondary to emergency interoperability traffic on the interoperability channels.

Co-channel and adjacent channel interference issues during an incident or event must be resolved by the on-scene designated COM-L. TxDPS should immediately be notified of interference to the interoperability channels in order to assist in resolution of the problem.

2.3. Calling Channels

Initial radio contact during travel to or arrival at an emergency incident may be established on an appropriate interoperability calling channel.

- Calling channels designated as VCALL10, UCALL40, 7CALL50, and 8CALL90 are intended to provide for local and itinerant-user communications with local public safety dispatchers. TXCALL1D is designated as a mobile-to-mobile Calling Channel. TXCALL2D is designated as a Calling Channel for state and federal aircraft to/from a base station as well as options for UAS Pilot to UAS Pilot coordination as directed by Incident Command or COM-L. It also will serve as a backup to VCALL10 for other applications.
- **Agencies are encouraged to place the appropriate mobile-to-mobile direct channel in the highest channel position (typically “16”) in each radio zone. This can help them immediately access a direct channel to communicate with other field units by turning their channel selector the highest numbered position, without changing zones. This can be particularly valuable in emergencies when units lose coverage from their local system due to distance or building penetration factors. It is very important to train on the use situations of your portable and mobile radio.**

Designated Direct Channels for this purpose are:

- VHF: TXCALL1D
 - UHF: UTAC42D
 - 700 MHz: 7GTAC57D
 - 800 MHz: 8TAC95D
- Additionally, the calling channels may be used by responding emergency resources seeking to make contact with the incident command post or staging area(s) at a large-scale incident.
 - If a region (or an adjacent region) has jurisdictions that use VHF equipment, the channel VCALL10 should be monitored by appropriate dispatch centers when possible and practical within the affected regions.
 - If a region (or an adjacent region) has jurisdictions that use UHF equipment, the channel UCALL40 should be monitored by appropriate dispatch centers when possible and practical within the affected regions.
 - If a region (or an adjacent region) has jurisdictions that use 700 MHz band equipment, the channel 7CALL50 should be monitored by appropriate dispatch centers when possible and practical within the affected regions.
 - If a region (or an adjacent region) has jurisdictions that use 800 MHz equipment, the channel 8CALL90 should be monitored by appropriate dispatch centers when possible and practical within the affected regions.

2.4. CTCSS Coded Squelch for VHF, UHF, and 800 MHz

CTCSS shall be used on the interoperability calling and tactical channels to mask interference, in accordance with the figures and dates listed in this plan.

The CTCSS tone of 156.7 Hz shall be used for all analog operation on VHF **simplex**, all UHF, and 800 MHz interoperability channels (including fixed, temporary, mobile, and portable analog transmitters). For VHF **repeater** CTCSS and channel programming, see Tables 4.3 and 4.4.

- CTCSS tone programming for VHF, UHF, and 800 MHz must be in compliance with the latest released version of the NIFOG.
- It is recommended that if the capability exists, a monitor button should be programmed to allow channel monitoring in open carrier squelch, per FCC Rules, Part 90.

Only the CTCSS tones identified in this channel plan are allowed on the interoperability channels within the state. These tones and codes shall not be changed, nor others added by an individual agency, communications vendor, or maintenance service provider.

2.5. Modulation and Encryption

This plan identifies allowable modulation and encryption on calling and tactical channels:

- VHF/UHF Analog Modulation at 2.5 kHz is mandatory on all calling and tactical channels to facilitate interoperability with legacy radio equipment in the field.
- 800 MHz Calling Channels: Analog Modulation at 4 kHz is mandatory on all calling and tactical channels to facilitate interoperability with legacy radio equipment in the field.
- 700 MHz interoperability channels must always use P25 CAI digital conventional Modulation.
- The TIA 102 standard is the Project 25 standard. The following list includes most but is not all encompassing of proprietary formats that do **not** meet the TIA 102 P25 standard: ASTRO 3600, DMR, EDACS, IDAS, MOTOTRBO, NEXEDGE, OPENSky, and TETRA.
- For pre-planned events and unplanned incidents where communications security is an issue, encrypted P25 Phase 1 CAI modes are authorized on tactical channels. Specific encryption algorithms and encryption keys shall be as defined by the event COML.

2.6. Temporary Base and Repeater/Mobile Relay Stations

Temporary base stations and repeater/mobile relay stations are permitted by the MOU associated with this channel plan, with the following conditions or restrictions:

- Temporary base and repeater/mobile relay stations shall not be left in permanent operation and must be disabled upon conclusion of an incident or exercise. Permanently installed Standby Repeaters, if identified in regional interoperability plans, must be separately licensed for interoperability only. No license shall be acquired to use a frequency identified for interoperability for day-to-day use.
- Use of Temporary base and repeater/mobile relay stations for on-incident communications are coordinated with the Incident Communications Plan established by the on-scene Incident Command or COML.
- Temporary base stations and temporary repeater/mobile relays that are deployed under this plan may not exceed FCC licensed limitations:

	<u>Transmitter Power</u>	<u>Effective Radiated Power (ERP)</u>
○ VHF	50	100
○ UHF	100	200
○ 700 MHz P25	35	35
○ 800 MHz Temp Base	35	35
○ 800 MHz Repeater	75	75

- Temporary base stations and repeater/mobile relay stations must incorporate automatic station identification, using the appropriate call sign(s) per FCC Rules, Part 90.
- Temporary base and repeater/mobile relay stations shall have a time-out timer limiting transmit duration to no greater than 120 seconds (2 minutes).
- Temporary base and repeater/mobile relay stations, when operating in the repeater mode, shall be configured to immediately drop transmit carrier upon cessation of input signal (no “hang time”) Reasonable squelch hang time for weak received signals or signals that have achieved a critical bit error rate (BER) is permitted.
- Contact the Incident Command or COML for assistance. Further assistance can be requested by contacting the Office of the Texas SWIC. TXSWIC@dps.texas.gov

2.7. Conditions for Use of VHF and UHF Federal Entity Interoperability Channels

2.7.1. Requirements per the MOU between the State of Texas and the FCC

Consistent with Section 4.3.16 of the NTIA Manual, the Parties agree that they shall abide by the following conditions for the use of the Federal Interoperability Channels listed in tables 4.5 and 4.6 for VHF, and tables 5.2 and 5.3 for UHF of this TSICP:

1. These channels are available for use among Federal agencies and between Federal

- agencies and non-Federal entities with which Federal agencies have a requirement to operate.
2. These channels are available to non-Federal entities to enable joint Federal / non-Federal operations for law enforcement and incident response, subject to the condition that harmful interference will not be caused to Federal stations.
 3. These channels are restricted to interoperability communications and are not authorized for routine or administrative uses as defined by the NTIA Manual.
 4. Extended operations and congestion may lead to frequency conflicts. Coordination with NTIA (through sponsoring Federal agency) is required to resolve these conflicts.
 5. Only narrowband emissions are to be used on the Federal Entity Interoperability Channels
 6. This MOU does not authorize the provisioning or use of the frequencies listed in tables 4.4, 4.5, 5.2, and 5.3 in any permanent infrastructure.
 7. Default operation should be carrier squelch receive; CTCSS 167.9 transmit. If the user can enable/disable CTCSS without reprogramming the radio, the indicated CTCSS tone also could be programmed for receive, and the user instructed on how and when to enable/disable.

Federal Agency Interoperability channels may NOT be used for State-to-State, State-to-Local, or Local-to-Local interoperability. A Federal entity must be involved when these channels are used, except during training and exercises as coordinated through the Texas SWIC.

2.7.2. Suggestions per the National Interoperability Field Operations Guide (NIFOG)

1. The “VHF Incident Response (IR) Federal Interoperability Channel Plan”, the “UHF Incident Response (IR) Federal Interoperability Channel Plan”, the “VHF Law Enforcement (LE) Federal Interoperability Channel Plan”, and the “UHF Law Enforcement (LE) Federal Interoperability Channel Plan” show frequencies available for use by all Federal agencies to satisfy law enforcement and public safety incident response interoperability requirements. These frequencies will be referred to hereinafter as “Federal Interoperability Channels”.
2. **The Federal Interoperability Channels are available for use among Federal agencies and between Federal agencies and non-federal entities with which Federal agencies have a requirement to operate.**
3. The channels are available to non-federal entities to enable joint Federal/non-federal operations for law enforcement and incident response, subject to the condition that harmful interference will not be caused to Federal stations. These channels are restricted to interoperability communications and are not authorized for routine or administrative uses.
4. Extended operations and congestion may lead to frequency conflicts. Coordination with NTIA is required to resolve these conflicts.
5. Only narrowband emissions are to be used on the Federal Interoperability Channels.
6. Equipment used (transmitters and receivers) must meet the standards established in Section 5.3.5.2 of the NTIA Manual:
 - a. TIA/EIA 603-B for narrowband analog
 - b. TIA TSB 102.CAAB-A for narrowband digital
7. A complete listing of conditions for use by Federal users can be found in Section 4.3.16 of the NTIA Manual.
8. Use of these frequencies within 75 miles of the Canadian border and 5 miles of the Mexican border require special coordination and, in some cases, will not be available for use.

2.7.3. Law Enforcement Plans

1. Frequencies 167.0875 MHz (Channel Name: LE A) and 414.0375 MHz (Channel Name: LE B) are designated as National Calling Channels for initial contact and will be identified in the radio as indicated in the Law Enforcement Federal Interoperability Channel Plans.
2. Initial contact communications will be established using narrowband analog FM emission (11K2F3E).
3. The interoperability channels will be identified in mobile and portable radios as indicated in the Law Enforcement Federal Interoperability Channel Plans with Continuous Tone-Controlled Squelch Systems (CTCSS) frequency 167.9 Hz and/or Network Access Code (NAC) \$68F (1679₁₀).

2.7.4. Incident Response Plans

1. Frequencies 169.5375 MHz (Channel Name: NC 1) (paired with 164.7125 MHz) and 410.2375 MHz (Channel Name: NC 2) (paired with 419.2375 MHz) are designated as the calling channels for initial contact and will be identified in the radio as indicated in the Incident Response Federal Interoperability Channel Plans.
2. Initial contact will be established using narrowband analog FM emission (11K2F3E).
3. To ensure access by stations from outside the normal area of operation, Continuous Tone-Controlled Squelch Systems (CTCSS) will not be used on the calling channels.
4. The interoperability channels will be identified in mobile and portable radios as indicated in the "VHF Incident Response (IR) Federal Interoperability Channel Plan" and the "UHF Incident Response (IR) Federal Interoperability Channel Plan".

3. TRUNKED RADIO SYSTEMS

3.1. Statewide Coordinated P25 Radio Unit ID Range Management Plan

WHAT:

The Statewide Coordinated P25 Radio Unit ID¹ Range Management Plan is an effort to coordinate the distribution of unique identifiers for P25 subscriber radios across the state of Texas. P25 IDs are assigned to create service for a subscriber on a P25 network. P25 subscribers come in a variety of forms, including portable handheld radios, mobile radios, consolettes, and console operator positions.

The Project 25 Standard defines just over 16 million unit IDs which can be used by any one system. For proper operation, subscriber devices MUST be using a UNIQUE identifier, which functions exactly like a telephone number. The Statewide Coordination Plan pre-allocates the IDs in blocks by COG, which can then be further subdivided as desired.

The Statewide Coordinated P25 Radio Unit ID Plan ONLY applies to the coordination of ID Ranges, and does not address, and is not intended to, coordinate, allocate, or otherwise control the activation or allocation of individual Radio IDs.

WHY:

The purpose of this initiative is to reduce duplication of IDs across the state so that each P25 subscriber and mobile ID has a unique identifier, and such that each user can use the assigned P25 Unit ID no matter where they are operating in the state.

The Agencies that have implemented this approach have experienced a number of benefits:

- **Allows Distributed Governance and Local Control Over ID Ranges** – The primary goal of this approach is to achieve both the benefits of centralized coordination, while allowing local and regional controls over range management.
- **Improved Disaster Response Times** – This method greatly simplifies the mechanisms for enabling First Responders to operate on different systems throughout the State, saving precious time during disaster response.
- **One ID per Radio** – System owners only need to track one Radio Unit ID per radio, which makes tracking and managing radios, users, and radio programming profiles (“codeplugs”) much easier.
- **Reduces Duplicate Radio Unit IDs** – Time and troubleshooting efforts are greatly reduced for radio system support teams.
- **Simplifies Management & Allocation** – Helps eliminate errors in assigning IDs because they are organized into the Radio Unit ID fleetmap² structure.
- **Easier to Connect Systems** – For systems that are already coordinated, this approach removes one of the significant obstacles to integrating systems, which is the need to coordinate and reprogram Radio Unit IDs in order to remove duplications.
- **Improves Recovery of Lost or Stolen radios, Reduces Security Risk** – Allows a lost, or stolen device to be disabled or inhibited across multiple networks increasing the likelihood of recovery and without worry of “disabling” an authorized local, radio subscriber unit.
- **Enables quick identification of a Home jurisdiction by ID Range** – Entities are able to determine the subscriber’s jurisdiction by viewing the leading numbers of the P25 Unit ID because they are allocated by COG/Tribe/Jurisdiction.

¹ The term “ID” is an abbreviation for “Identifier” in P25, a term rarely used and so just “ID” is used here.

² In this instance, fleetmap refers to P25 Radio Unit ID fleetmaps.

HOW:

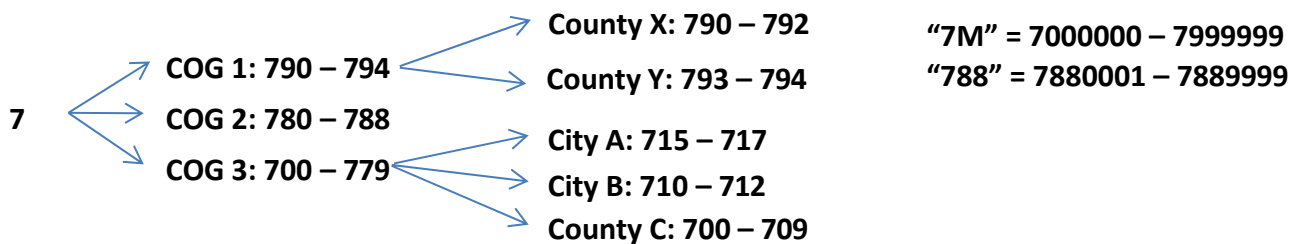
Some COGs have begun allocating ID ranges from within their allocated range at the ‘million level,’ further dividing their range by creating ranges for counties and cities, as desired.

COGs that share an allocated ‘million level’ range with other COGs must first coordinate to determine which COG will have which block of ID ranges within the ‘million level’ range.

Once the COG-level ID range is known, each COG can determine how they prefer to address ID range ownership and range management. To implement the Plan, points of contact at the COG and, in many cases, county level must be identified to manage the allocation of ID ranges.

Some regions may have one point of contact to own the range at the COG level and manage all IDs that are assigned to agencies across the COG. In other areas, there may be multiple range owners within the geography range of the COG – at the county, city, and agency levels.

The graphic below is **only an example** to illustrate the concept of ID allocation beginning at the ‘million level’ range down to the agency level. This illustration uses a shorthand nomenclature; examples are shown at right.



While the concept of dividing and allocating an ID range seems relatively simple, there needs to be strict attention to detail and specific tracking of ID range assignments to ensure successful ID range allocations. There are numerous real-world scenarios where ID range assignments were not carefully managed and extensive problems arose, from both a financial perspective and the level of effort to repair the problems.

- To prevent this from happening in other areas, tools are available to assist entities in allocating and managing ID ranges and to determine the appropriate point of contact to obtain a range of IDs. Contact the Office of the SWIC. TXSWIC@dps.texas.gov

WHEN:

The State has not established a deadline for migration to coordinated ID range management. For existing radios using uncoordinated IDs, the change requires radio reprogramming. Because it is understood that radios across the state may not be able to be reprogrammed immediately, it is strongly encouraged that entities reprogram radios with new IDs as their radios are programmed for other or additional reasons.

As radios are reprogrammed, it is **EXTREMELY** important that the entity reprogramming the radios obtain the latest version of the TSICP and verify if any necessary channel programming updates must be made to be in compliance with the TSICP. **Grant funding is evaluated based upon verification of radio programming compliance with the TSICP, including compliance with the Statewide Coordinated P25 Radio Unit ID Range Management Plan.**

The table below shows the allocation of Statewide Coordinated P25 Radio Unit IDs at the millions level or “M” ranges. The M range indicates the leading one or two digits and are allocated as below, as of the publication date of this document. A brief description of each range and an explanation of the acronyms is provided following the table.

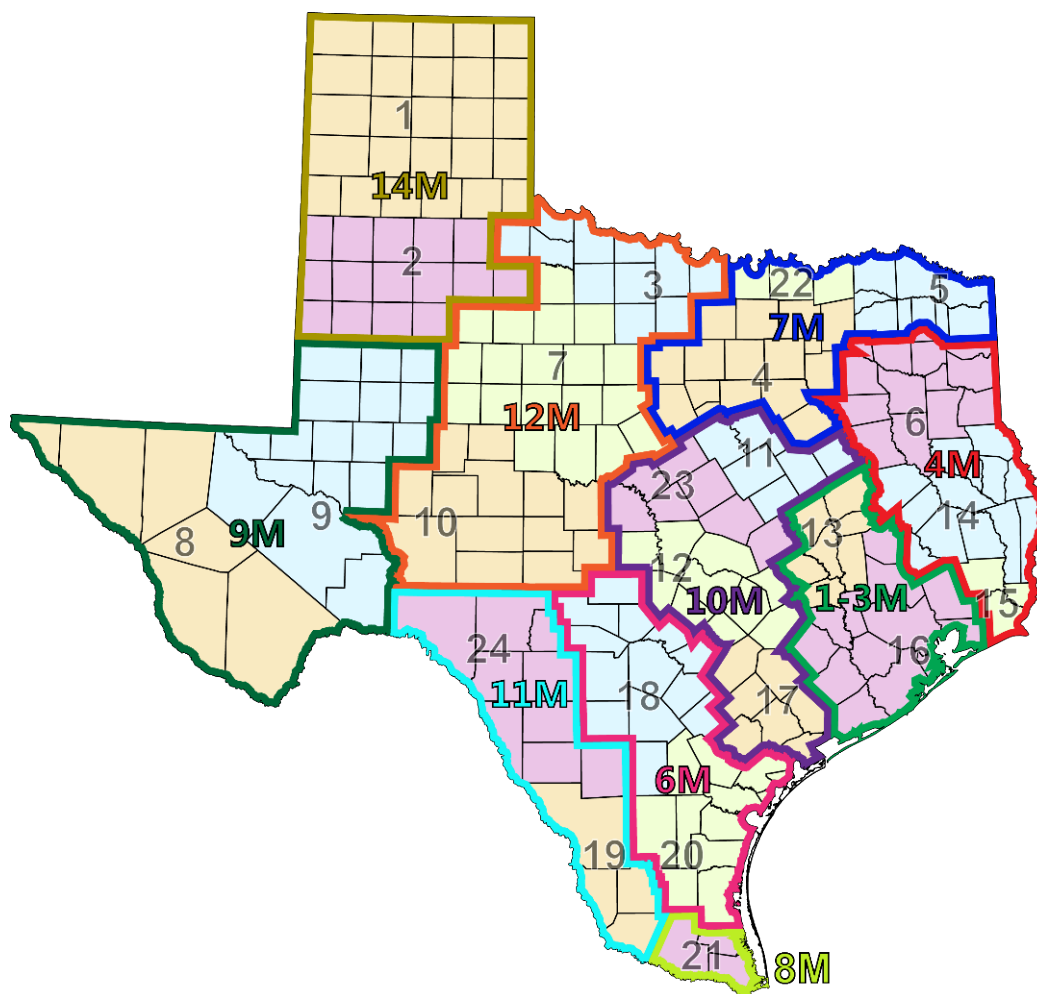
Table 3.1: Statewide Coordinated P25 Radio Unit IDs – Current Range Allocations

Range Abbreviation	P25 UNIT ID RANGE		Geographical Allocation by COG
	Low	High	
<i>Legacy (0M)</i>	<i>0000001</i>	<i>0999999</i>	<i>uncoordinated</i>
1M	1000000	1999999	HGAC
2M	2000000	2999999	HGAC, BVCOG, ETCOG
3M	3000000	3999999	HGAC
4M	4000000	4999999	HGAC, DETCOG, ETCOG SETRPC
5M	5000000	5999999	State, Tribal & Federal Agencies
6M	6000000	6999999	AACOG, CBCOG
7M	7000000	7999999	ATCOG, NCTCOG, TEXOMA
8M	8000000	8999999	LRGVDC, LCRA
9M	9000000	9999999	PBRPC, RGCOG
10M	10000000	10999999	GCRPC, CAPCOG, CTCOG, HOTCOG
11M	11000000	11999999	STDC, MRGDC
12M	12000000	12999999	CVCOG, WCTCOG, NORTEX
13M	13000000	13999999	Reserved for system level temporary usage (ISSI)
14M	14000000	14999999	PRPC, SPAG
15M	15000000	15999999	Unallocated
16M	16000000	16077700	Unallocated

Range Allocation Descriptions

- **Legacy “0M”** – This is the range used by systems prior to or instead of the unique range allocation approach. These IDs are only 7 digits in length and lead with a “0” or null characters. This range is uncoordinated.
- **1M Range** – These IDs are coordinated and used by the Harris County TxWARN system and are allocated to cities and counties in the Harris-Galveston Area Council (HGAC) COG. The range is fully allocated and in active use on TxWARN.
- **2M Range** – The 2M IDs are coordinated by TxWARN and are used by the Brazos Valley Council of Governments (BVCOG), the Brazos Valley Wireless Access Communications System (BVWACS), the East Texas Medical Center (ETMC) and the Metropolitan Transit Authority (MTA).
- **3M Range** – The 3M IDs are coordinated by City of Houston and allocated to cities and counties in the Harris-Galveston Area Council (HGAC) COG. The range is fully allocated and in active use by City of Houston.
- **4M Range** – The 4M IDs are coordinated by City of Houston and are allocated to HGAC agencies, South East Texas Regional Planning Commission (SETRPC) East Texas COG (ETCOG) and Deep East Texas COG (DETCOG).
- **5M Range** – Texas DPS manages this range which is allocated to all Texas State Agencies, Tribal Agencies, and Federal Agencies.
- **6M Range** – The 6M Range is allocated to the Alamo Area Council of Governments (AACOG), supporting the greater San Antonio region, and Coastal Bend COG, (CBCOG), supporting a vulnerable part of the Gulf Coast. Part of this allocation geographically overlaps with LCRA range 8M.
- **7M Range** – The 7M Range is allocated to the North Central region surrounding the Dallas/Fort Worth area, North Central Texas COG (NCTCOG), the Ark-Tex COG (ATCOG) and the Texoma Council of Governments (TEXOMA). Primary ID range and coordination is provided by the CONNCT consortium and the Fort Worth Regional Radio System (FWRRS).
- **8M Range** – The 8M range is allocated to the LCRA P25 system and the Lower Rio Grande Valley Development Council (LRGVDC). The LCRA portion of this allocation geographically overlaps with other geographic ranges across the state.
- **9M Range** – The Rio Grande Council of Governments (RGCG) and Permian Basin Regional Planning Commission (PBRPC) have split this range into equal parts.
- **10M Range** – The 10M range begins the 8-digit IDs. The range has been allocated to the Central Texas COG (CTCOG), Heart of Texas COG (HOTCOG), Capital Area COG (CAPCOG), the Greater Austin Travis Regional Radio System (GATRRS), and the Golden Crescent Regional Planning Commission (GCRPC). Two counties, Karnes, and Wilson from AACOG have also been allocated to this range.
- **11M Range** – The 11M range is allocated to the South Texas Development Council (STDC) and the Middle Rio Grande Development Council (MRGDC) with county-by-county allocations.
- **12M Range** – Concho Valley COG (CVCOG), Nortex Regional Planning Commission (NORTEX) and West Central Texas COG (WCTCOG)
- **13M Range** – For temporary system use, including ISSI roaming.
- **14M Range** – The 14M range is allocated to the northern parts of the state, accommodating the Panhandle Regional Planning Commission (PRPC) and the South Plains Association of Governments (SPAG).

Note: The 15M and 16M ranges remain unallocated.



Coordinated P25 ID Allocations by COG

Notes & Assumptions

The following notes and assumptions are provided to explain the source and status of the Current Range table presented below.

- **Process Applies to ID Range Allocations** – This process has been developed to coordinate the assignment of the ID Ranges, rather than the activation of IDs into a device for operation on P25 Network(s).
 - Many system owners provide and support both functions.
 - Only system owners can authorize operation/Unit ID activations.
- **Subject to Change** – The range allocations will be updated and further defined by various stakeholder entities. Please contact the Texas SWIC Office for most current view.
- **Levels of Implementation Varies** – Some ranges are fully implemented and support thousands of operating radios, some ranges have not been implemented beyond this allocation document.
- **Please Submit Corrections & Suggestions** – Should you have a need for a range allocation, or you have an update to this suggested approach, please contact the Texas SWIC Office.

4. VHF 150 MHz Channels – SPECIFIC GUIDELINES

The VHF channels described in Table 4.2 are licensed for simplex or half-duplex operation as indicated. These may be used in accordance with regional interoperability plans. Table 4.1 includes the recommended “short list” of VHF interoperable channels.

All channels may be used in conjunction with a temporary patch or temporary gateway connection, provided that they do not cause interference. **None of the interoperability channels may be used for routine dispatch operations.**

Note the following:

- Table 4.1 outlines the recommended short list of VHF channels that all Texas public safety agencies should program into their VHF capable radios. For radios with limited channel capacity, these channels may be the only ones programmed. For larger-capacity radios, it is recommended that these channels be programmed into the **first VHF** zone in the radio.
 - With larger channel capacity radios, where possible, it is also recommended that other VHF zones are populated in numerical order, regardless of discipline association. (e.g., VFIRE24, VFIRE25, VFIRE26, VMED28, VMED29, VLAW31, VLAW32, etc.)
 - Users should also be aware that even though some channels have a discipline associated with the name (LAW, FIRE, MED, etc.), ALL disciplines can still use those channels when specified by the Incident Command or COML.
- The VHF interoperability channels VCALL10 through TXCALL1D are identified for interoperability use within Texas. The channel VCALL10 is designated by this plan as a multi-discipline, multi-agency public safety interoperability calling channel for all public safety agencies and other signatories to the MOU associated with this channel plan.
- The tactical channels, except where designed for use with state and federal aircraft ONLY, are identified by this plan as multi-discipline, multi-agency public safety interoperability tactical channels for all public safety agencies and other signatories to the MOU associated with this channel plan. The tactical channels may be used for day-to-day agency operations, secondary to users at higher priority incidents requiring interoperability. Additionally, these channels can only be used in the manner intended with this plan. Using them for local repeater inputs or outputs is not allowable.
- At large incidents, all of the tactical channels including those that are identified by discipline (Law, Fire, and Med) may be assigned by the on-scene commander as needed without regard to discipline.
- **VFIRE26 is designated for tactical Ground-to-Air/Air-to-Ground communications with State and Federal aircraft ONLY.**
- **VMED28, in addition to being a medical tactical and mutual aid channel, is also designated for Ground-to-Air communications with EMS helicopters and other aircraft that may be assigned to an incident or event.**
- TXCALL1D will be used as a calling channel for mobile-to-mobile applications. This will provide a common channel for an interagency/inter-discipline mobile to call another mobile, especially

while in travel status. It is recommended for all VHF mobile radios to have this calling channel programmed into them and have the ability to be monitored while in scan mode.

- TXCALL2D is designated as a Calling Channel for state and federal aircraft to/from a base station as well as options for UAS Pilot to UAS Pilot coordination, as directed by Incident Command or COML.
- Mobile Communications Platform (MCPs) should monitor VCALL10 at all times when in Operation. They should have equipment to transmit and receive all VHF interoperable simplex and repeater channels.
- National standards for interoperability channel names have been adopted so that all public safety equipment has a common naming convention. In accordance with APCO/NPSTC 1.104.2-2017, these labels are listed in the Tables below and all participating agencies must use these labels.
- Federal agency channels identified in tables 4.4 and 4.5 should only be used per the guidelines listed in pages 17 – 19 of this document.

Table 4.1: Recommended Short List of VHF Interoperability Channels for Texas Public Safety Agencies

- To enable efficient and effective use of interoperability channels when multiple disciplines and jurisdictions respond to an incident, it is recommended that this short list of channels be the first channels programmed into VHF radios.
- For agencies with radios that are limited to 16 channels, these may be the only channels programmed.
- For radios with larger channel capacity, it is recommended that these 16 channels be programmed into the first VHF zone, and the channels on the following tables to be programmed in remaining available zones.

Ch #	Label (Channel Name / Trunked Radio System Talkgroup)	RX Freq	RX Tone/NAC	TX Freq	TX Tone/NAC	Mode (A, D, M)	Use
1	VCALL10	155.7525	156.7	155.7525	156.7	A	Calling Channel
2	VTAC11	151.1375	156.7	151.1375	156.7	A	Generic Public Safety Tactical
3	VTAC12	154.4525	156.7	154.4525	156.7	A	Generic Public Safety Tactical
4	VTAC13	158.7375	156.7	158.7375	156.7	A	Generic Public Safety Tactical
5	VTAC14	159.4725	156.7	159.4725	156.7	A	Generic Public Safety Tactical
6	VFIRE21	154.2800	156.7	154.2800	156.7	A	Fire Tactical
7	VFIRE22	154.2650	156.7	154.2650	156.7	A	Fire Tactical
8	VFIRE23	154.2950	156.7	154.2950	156.7	A	Fire Tactical
9	VFIRE26	154.3025	156.7	154.3025	156.7	A	Fire Tactical and Air-to-Ground with State & Federal Aircraft ONLY
10	VMED28	155.3400	156.7	155.3400	156.7	A	Medical Tactical & Air-to-Ground with Medical Aircraft
11	VMED29	155.3475	156.7	155.3475	156.7	A	Medical Tactical
12	VLAW31	155.4750	156.7	155.4750	156.7	A	Law Enforcement Tactical
13	VLAW32	155.4825	156.7	155.4825	156.7	A	Law Enforcement Tactical
14	VTAC36	151.1375	156.7	159.4725	136.5	A	Generic Public Safety Repeater (Preferred 1 VHF)
15	TXCALL2D	155.3700	156.7	155.3700	156.7	A	Flight-following and Air-to-Ground with State/Federal Aircraft ONLY
16	TXCALL1D	154.9500	156.7	154.9500	156.7	A	Direct TAC Channel

Table 4.2: VHF 150 MHz Simplex Interoperability Channels (12.5 kHz)
Emission Designator 11K2F3E

Mobile and Portable Configuration*					
Label	Receive	Transmit	Station Class	CTCSS RX /TX	Use
VCALL10	155.7525	155.7525	FBT / MO	156.7 / 156.7	Calling Channel
VTAC11	151.1375	151.1375	FBT / MO	156.7 / 156.7	Tactical Channel
VTAC12	154.4525	154.4525	FBT / MO	156.7 / 156.7	Tactical Channel
VTAC13	158.7375	158.7375	FBT / MO	156.7 / 156.7	Tactical Channel
VTAC14	159.4725	159.4725	FBT / MO	156.7 / 156.7	Tactical Channel
VTAC17 ³	161.8500	157.2500	FBT / MO	156.7 / 156.7	Tactical Channel
VTAC17D ⁴	161.8500	161.8500	FBT / MO	156.7 / 156.7	Tactical Channel
VSAR16	155.1600	155.1600	FBT / MO	127.3 / 127.3	SAR Common
VFIRE21	154.2800	154.2800	FBT / MO	156.7 / 156.7	Tactical Channel
VFIRE22	154.2650	154.2650	FBT / MO	156.7 / 156.7	Tactical Channel
VFIRE23	154.2950	154.2950	FBT / MO	156.7 / 156.7	Tactical Channel
VFIRE24	154.2725	154.2725	FBT / MO	156.7 / 156.7	Tactical Channel
VFIRE25	154.2875	154.2875	FBT / MO	156.7 / 156.7	Tactical Channel
VFIRE26	154.3025	154.3025	FBT / MO	156.7 / 156.7	Tactical Channel (for Air-to-Ground with state/federal Aircraft ONLY)
VMED28	155.3400	155.3400	FBT / MO	156.7 / 156.7	Tactical Channel (and for Air-to-Ground use)
VMED29	155.3475	155.3475	FBT / MO	156.7 / 156.7	Tactical Channel
VLAW31	155.4750	155.4750	FBT / MO	156.7 / 156.7	Tactical Channel
VLAW32	155.4825	155.4825	FBT / MO	156.7 / 156.7	Tactical Channel
TXCALL1D	154.9500	154.9500	FBT / MO	156.7 / 156.7	Direct TAC Channel
TXCALL2D	155.3700	155.3700	FBT / MO	156.7 / 156.7	Flight-following and Air-to-Ground with State/Federal Aircraft ONLY

Allowable uses for VTAC17 and VTAC17D: Base stations: 50 watts max, antenna HAAT 400 feet max. Mobile stations: 20 watts max, antenna HAAT 15 feet max. These channels are for tactical use and may not be operated on board aircraft in flight. These channels use narrowband FM and are available only in certain inland areas at least 100 miles from a major waterway. These channels use the same frequencies as VHF Marine channel 25, which uses wideband FM. Use only in authorized counties listed below. In these authorized areas, interoperability communications have priority over grandfathered public coast and public safety licensees.

VTAC17 and VTAC17D may ONLY be used in the following counties: Andrews Armstrong Bailey Borden Brewster Briscoe Callahan Carson Castro Childress Cochran Coke Collingsworth Concho Cottle Crane Crockett Crosby Culberson Dallam Dawson Deaf Smith Dickens Donley Ector Edwards El Paso Fisher Floyd Gaines Garza Glasscock Gray Hale Hall Hansford Hartley Haskell Hockley Howard Hudspeth Hutchinson Irion Jeff Davis Jones Kent Kimble King Kinney Knox Lamb Lipscomb Loving Lubbock Lynn Martin McCulloch Menard Midland Mitchell Moore Motley Nolan Ochiltree Oldham Parmer Pecos Potter Presidio Randall Reagan Reeves Roberts Runnels Schleicher Scurry Sherman Sterling Stonewall Sutton Swisher Taylor Terrell Terry Tom Green Upton Val Verde Ward Wheeler Winkler Yoakum (extracted from the National Interoperability Field Operations Guide <https://www.dhs.gov/publication/fog-documents>)

**Table 4.3: VHF 150 MHz – Mobile/Portable Radio Configuration for Repeater Usage
(12.5 kHz)^{5,6,7,8}**

Emission Designator 11K2F3E

When programming mobile and portable radios for VTAC repeaters, be aware that the VTAC33-38 repeater pairs are made up of various combinations of the simplex channels VTAC11, VTAC12, VTAC13 and VTAC14. Attention must be given to programming the correct sub-audible tones.

CTCSS tone programming for VHF frequencies must be in compliance with the latest released version of the NIFOG.

Label	Receive	Transmit	Station Class	CTCSS RX /TX	Use
NOTE: The sub-audible tones of the following are different from simplex programming!					
Mobile and Portable Configuration					
Mobile and Portable Configuration for Primary Repeater Pair Use					
VTAC36 Preferred Repeater	151.1375 VTAC 11	159.4725 VTAC 14	FBT / MO	156.7 / 136.5	A – Tactical Repeater
VTAC37 Preferred Secondary Repeater Use – On Incident	154.4525 VTAC 12	158.7375 VTAC 13	FBT / MO	156.7 / 136.5	B – Tactical Repeater
Mobile and Portable Configuration for Second Alternate Repeater Pair Use CANNOT BE USED IF PRIMARY REPEATER PAIRS ARE IN USE					
VTAC33	159.4725 VTAC 14	151.1375 VTAC 11	FBT / MO	156.7 / 136.5	C – Tactical Repeater
VTAC34	158.7375 VTAC 13	154.4525 VTAC 12	FBT / MO	156.7 / 136.5	D – Tactical Repeater
Mobile and Portable Configuration for Third Alternate Repeater Pair Use CANNOT BE USED IF 33,34,36,37,38 REPEATER PAIRS ARE USED					
VTAC35	159.4725 VTAC 14	158.7375 VTAC 13	FBT / MO	156.7/ 136.5	E – Tactical Repeater
Mobile and Portable Configuration for Forth Alternate Repeater Pair Use CANNOT BE USED IF 33,34,35,36,37 REPEATER PAIRS ARE USED					
VTAC38	158.7375 VTAC 13	159.4725 VTAC 14	FBT / MO	156.7 / 136.5	F – Tactical Repeater

⁵ VTAC33-38 recommended for deployable tactical repeater use only (FCC Station Class FB2T). VTAC36-38 are preferred; VTAC33-35 should be used only when necessary due to interference.

⁶ In an emergency, additional Department of Defense VHF Repeater Channels (below 150.8 MHz) can be made available through coordination with the Communications Coordination Group (CCG). Please contact the CCG through your local Disaster District Committee.

⁷ Channel names in **red** highlight duplicated frequencies that are used make repeater pairs from VHF simplex VTAC channels. Follow the table to avoid frequency interference.

⁸ VTAC36 repeater pair is the preferred repeater configuration for use in Texas

**Table 4.4: VHF 150 MHz Repeater Pair Interoperability Channel Configuration
(12.5 kHz)^{5,6,7,8}**

Emission Designator 11K2F3E

When assigning repeater channels, be aware that the VTAC33-38 repeater pairs are made up of various combinations of the simplex channels VTAC11, VTAC12, VTAC13 and VTAC14. Attention must be given to avoid assigning overlapping repeater channels and those simplex channels on the same incident or nearby incident.

CTCSS tone programming for VHF frequencies must be in compliance with the latest released version of the NIFOG.

Label	Receive	Transmit	Station Class	CTCSS RX /TX	Use
NOTE: The sub-audible tones of the following are different from simplex programming!					
<u>Repeater / Base Configuration</u>					
<u>Primary Repeater Pair Use</u>					
VTAC36 Preferred Repeater	159.4725 VTAC 14	151.1375 VTAC 11	FB2T	136.5 / 156.7	A – Tactical Repeater
VTAC37 Preferred Secondary Repeater Use – On Incident	158.7375 VTAC 13	154.4525 VTAC 12	FB2T	136.5 / 156.7	B – Tactical Repeater
<u>Second Alternate Repeater Pair Use</u> <u>CANNOT BE USED IF PRIMARY REPEATER PAIRS ARE IN USE</u>					
VTAC33	151.1375 VTAC 11	159.4725 VTAC 14	FB2T	136.5 / 156.7	C – Tactical Repeater
VTAC34	151.1375 VTAC 12	159.4725 VTAC 13	FB2T	136.5 / 156.7	D – Tactical Repeater
<u>Third Alternate Repeater Pair Use</u> <u>CANNOT BE USED IF 33,34,36,37,38 REPEATER PAIRS ARE USED</u>					
VTAC35	158.7375 VTAC 13	159.4725 VTAC 14	FB2T	136.5 / 156.7	E – Tactical Repeater
<u>Fourth Alternate Repeater Pair Use</u> <u>CANNOT BE USED IF 33,34,35, 36,37, REPEATER PAIRS ARE USED</u>					
VTAC38	159.4725 VTAC 14	158.7375 VTAC 13	FB2T	136.5 / 156.7	F – Tactical Repeater

⁵ VTAC33-38 recommended for deployable tactical repeater use only (FCC Station Class FB2T). VTAC36-38 are preferred; VTAC33-35 should be used only when necessary due to interference.

⁶ In an emergency, additional Department of Defense VHF Repeater Channels (below 150.8 MHz) can be made available through coordination with the Communications Coordination Group (CCG). Please contact the CCG through your local Disaster District Committee.

⁷ Channel names in **red** highlight duplicated frequencies that are used make repeater pairs from VHF simplex VTAC channels. Follow the table to avoid frequency interference.

⁸ VTAC36 repeater pair is the preferred repeater configuration for use in Texas

**Table 4.5: Federal Agency VHF Incident Response Interoperability Channels
Emission Designator 11F3E**

Ch #	Label	RX Freq	RX Tone/NAC *	TX Freq	TX Tone/NAC	Mode (A, D, M)	Use
1	NC 1	169.5375	CSQ	164.7125	167.9	A	Incident Calling
2	IR 1	170.0125	CSQ	165.2500	167.9	A	Incident Command
3	IR 2	170.4125	CSQ	165.9625	167.9	A	Medical Evacuation Control
4	IR 3	170.6875	CSQ	166.5750	167.9	A	Logistics Control
5	IR 4	173.0375	CSQ	167.3250	167.9	A	Interagency Convoy
6	IR 5	169.5375	CSQ	169.5375	167.9	A	Incident Calling – Direct for NC 1
7	IR 6	170.0125	CSQ	170.0125	167.9	A	Incident Command – Direct for IR 1
8	IR 7	170.4125	CSQ	170.4125	167.9	A	Medical Evacuation Control – Direct for IR 2
9	IR 8	170.6875	CSQ	170.6875	167.9	A	Logistics Control – Direct for IR 3
10	IR 9	173.0375	CSQ	173.0375	167.9	A	Interagency Convoy – Direct for IR 4

Default operation should be carrier squelch receive; CTCSS 167.9 transmit. If the user can enable/disable CTCSS without reprogramming the radio, the indicated CTCSS tone also could be programmed for receive, and the user instructed how and when to enable/disable.

Table 4.6: Federal Agency VHF Law Enforcement Interoperability Channels

Ch #	Label	RX Freq	RX Tone/NAC *	TX Freq	TX Tone/NAC	Mode (A, D, M)	Use
1	LE A	167.0875	CSQ	167.0875	167.9 Tx, CSQ Rx	A	Calling
2	LE 1	167.0875	CSQ	162.0875	167.9 Tx, CSQ Rx	A	Tactical
3	LE 2	167.2500	\$68F (1679 ₁₀)	162.2625	\$68F (1679 ₁₀)	D	Tactical
4	LE 3	167.7500	\$68F (1679 ₁₀)	162.8375	\$68F (1679 ₁₀)	D	Tactical
5	LE 4	168.1125	\$68F (1679 ₁₀)	163.2875	\$68F (1679 ₁₀)	D	Tactical
6	LE 5	168.4625	\$68F (1679 ₁₀)	163.4250	\$68F (1679 ₁₀)	D	Tactical
7	LE 6	167.2500	\$68F (1679 ₁₀)	167.2500	\$68F (1679 ₁₀)	D	Tactical – Direct for LE2
8	LE 7	167.7500	\$68F (1679 ₁₀)	167.7500	\$68F (1679 ₁₀)	D	Tactical – Direct for LE3
9	LE 8	168.1125	\$68F (1679 ₁₀)	168.1125	\$68F (1679 ₁₀)	D	Tactical – Direct for LE4
10	LE 9	168.4625	\$68F (1679 ₁₀)	168.4625	\$68F (1679 ₁₀)	D	Tactical – Direct for LE5

CTCSS on receive only if user selectable; else CSQ. **See “Conditions for Use of Federal Entity Interoperability Channels” on pages 19 – 20 of this document.**

All channels in these tables are NARROWBAND only.

5. UHF 450 MHz Channels – SPECIFIC GUIDELINES

The eight UHF channels described in Table 5.1 may be used in accordance with regional interoperability plans. However, users should recognize that in-coming resources from out-of-region may not yet be equipped with these channels.

All channels may be used in conjunction with a temporary patch or temporary gateway connection provided they do not cause interference. None of the interoperability channels may be used for routine dispatch operations. For UHF interoperability, the four repeater channels (with direct) described in Table 5.1 below will be used.

Note the following:

- The UHF interoperability channels UCALL40 through UTAC43 are identified for interoperability use within Texas. The channel UCALL40 is designated by this plan as a multi-discipline, multi-agency public safety interoperability calling channel for all public safety agencies and other signatories to the MOU associated with this channel plan.
- The tactical channels UTAC41 through UTAC43 are identified by this plan as multi-discipline, multi-agency public safety interoperability tactical channels for all public safety agencies and other signatories to the MOU associated with this channel plan. The tactical channels may be used as day-to-day emergency operations channels, secondary to users at higher priority incidents requiring interoperability. Additionally, these channels can only be used in the manner intended with this plan. Using them for local repeater inputs or outputs is not allowable.
- At large incidents, all tactical channels may be assigned by the on-incident Incident Command or COML as needed without regard to discipline.
- The channels UCALL40 and UCALL40D are designated as multi-discipline, multi-agency public safety interoperability calling channels for all public safety agencies and other signatories to the MOU associated with this channel plan.
- The UCALL40 channels are designated for interoperable UHF communications between mobile/portable radios and base stations, temporary base stations and Incident Command or COML.
- UTAC43D is designated as an option for UAS Pilot to UAS Pilot Coordination, as directed by Incident Command or COML.
- The tactical repeater channels UTAC41 – UTAC43 and talk-around channels UTAC41D-UTAC43D should be assigned by incident command-or COML.
- National standards for interoperability channel names have been adopted so that all public safety equipment has a common naming convention. In accordance with APCO/NPSTC 1.104.2-2017, these labels are listed in Table 5.1 and all participating agencies must use these labels.
- Federal agency channels identified in tables 5.2 and 5.3 should only be used per the guidelines listed in pages 21 – 22 of this document.

Table 5.1: UHF 450 MHz Interoperability Channels (12.5 kHz)**Emission Designator 11K2F3E**

CTCSS tone programming for UHF channels must be in compliance with the latest released version of the NIFOG.

Label	Receive	Transmit	Station Class	CTCSS RX/TX	Use
Mobile and Portable Configuration					
UCALL40	453.2125	458.2125	FB2T / MO	156.7 / 156.7	Calling Channel (Repeater)
UCALL40D	453.2125	453.2125	FBT / MO	156.7 / 156.7	Calling Channel (Direct)
UTAC41	453.4625	458.4625	FB2T / MO	156.7 / 156.7	Tactical Repeater Channel
UTAC41D	453.4625	453.4625	FBT / MO	156.7 / 156.7	Tactical Repeater (Direct)
UTAC42	453.7125	458.7125	FB2T / MO	156.7 / 156.7	Tactical Repeater Channel
UTAC42D	453.7125	453.7125	FBT / MO	156.7 / 156.7	Tactical Repeater (Direct)
UTAC43	453.8625	458.8625	FB2T / MO	156.7 / 156.7	Tactical Repeater Channel
UTAC43D	453.8625	453.8625	FBT / MO	156.7 / 156.7	UAS Pilot to UAS Pilot Coordination
Repeater / Base Configuration					
UCALL40	458.2125	453.2125	FB2T	156.7 / 156.7	Mobile Command Post Calling Channel Base
UTAC41	458.4625	453.4625	FB2T	156.7 / 156.7	Incident Temporary Repeater Channels
UTAC42	458.7125	453.7125	FB2T	156.7 / 156.7	Incident Temporary Repeater Channels
UTAC43	458.8625	453.8625	FB2T	156.7 / 156.7	Incident Temporary Repeater Channels

**Table 5.2: Federal Agency UHF Incident Response Interoperability Channels
Emission Designator 11F3E**

Ch #	Label	RX Freq	RX Tone/NAC	TX Freq	TX Tone/NAC	Mode (A, D, M)	Use
1	NC 2	410.2375	CSQ	419.2375	167.9	A	Incident Calling
2	IR 10	410.4375	CSQ	419.4375	167.9	A	Ad hoc assignment
3	IR 11	410.6375	CSQ	419.6375	167.9	A	Ad hoc assignment
4	IR 12	410.8375	CSQ	419.8375	167.9	A	SAR Incident Command
5	IR 13	413.1875	CSQ	413.1875	167.9	A	Ad hoc assignment
6	IR 14	413.2125	CSQ	413.2125	167.9	A	Interagency Convoy
7	IR 15	410.2375	CSQ	410.2375	167.9	A	Incident Calling – Direct for NC 2 Calling
8	IR 16	410.4375	CSQ	410.4375	167.9	A	Ad hoc assignment – Direct for IR 10
9	IR 17	410.6375	CSQ	410.6375	167.9	A	Ad hoc assignment – Direct for IR 11
10	IR 18	410.8375	CSQ	410.8375	167.9	A	SAR Incident Command – Direct for IR 12

Default operation should be carrier squelch receive; CTCSS 167.9 transmit. If the user can enable/disable CTCSS without reprogramming the radio, the indicated CTCSS tone also could be programmed for receive, and the user instructed how and when to enable/disable.

Table 5.3: Federal Agency UHF Law Enforcement Interoperability Channels

Ch #	Label	RX Freq	RX Tone/NAC*	TX Freq	TX Tone/NAC	Mode (A, D, M)	Use
1	LE B	414.0375	CSQ	414.0375	167.9	A	Calling
2	LE 10	409.9875	CSQ	418.9875	167.9	A	Tactical
3	LE 11	410.1875	\$68F (1679 ₁₀)	419.1875	\$68F (1679 ₁₀)	D	Tactical
4	LE 12	410.6125	\$68F (1679 ₁₀)	419.6125	\$68F (1679 ₁₀)	D	Tactical
5	LE 13	414.0625	\$68F (1679 ₁₀)	414.0625	\$68F (1679 ₁₀)	D	Tactical
6	LE 14	414.3125	\$68F (1679 ₁₀)	414.3125	\$68F (1679 ₁₀)	D	Tactical
7	LE 15	414.3375	\$68F (1679 ₁₀)	414.3375	\$68F (1679 ₁₀)	D	Tactical
8	LE 16	409.9875	\$68F (1679 ₁₀)	409.9875	167.9	D	Tactical – Direct for LE 10 Analog
9	LE 17	410.1875	\$68F (1679 ₁₀)	410.1875	\$68F (1679 ₁₀)	D	Tactical – Direct for LE 11
10	LE 18	410.6125	\$68F (1679 ₁₀)	410.6125	\$68F (1679 ₁₀)	D	Tactical – Direct for LE 12

CTCSS on receive only if user selectable; else CSQ. **See “Conditions for Use of Federal Entity Interoperability Channels” on pages 19 – 2 of this document.** All channels in these tables are NARROWBAND only.

6. 700 MHz Channels – SPECIFIC GUIDELINES

For 700 MHz interoperability, the 32 repeater channels, with their associated 32 direct channels, are described in Table 6.1 below. Table 6.1 includes the corresponding Tactical Repeater Configuration. Table 6.1 includes the recommended “short list” of 700 MHz channels.

Note the following:

- 700 MHz interoperability channels are identified by the FCC for interoperability use within Texas. All fixed 700 MHz interoperable channel locations must be reviewed by the Office of the Texas SWIC prior to implementation. Some of these interoperable channels may already be licensed by multiple agencies for interoperability use throughout the state.
- All 700 MHz interoperability channels are to be used as multi-discipline, multi-agency public safety interoperability calling channels for all public safety agencies and other signatories to the MOU associated with this channel plan. These channels are designated for interoperable 700 MHz communications between mobile/portable radios and base stations, temporary base stations, and on-scene Incident Command or COML.
- Table 6.1 outlines the recommended short list of 700 MHz channels that all Texas public safety agencies should program in their 700 MHz capable radios. For radios with limited channel capacity, these channels may be the only ones programmed. For larger-capacity radios, it is recommended that these channels be programmed into the **first** 700MHz zone in the radio.
 - Where possible, it is also recommended that additional 700MHz zones are populated in numerical order, with Direct channels following their associated repeater channel, regardless of discipline association. (E.g., 7LAW62D, 7FIRE63, 7FIRE63D, 7FIRE64, 7FIRE64D, 7MED65, 7MED65D)
 - Numerical order programming should continue through additional zones as local agencies are able and interested in programming all 700 MHz channels in their radios.
 - Users should also be aware that even though some channels have a discipline associated with the name (LAW, FIRE, MED, etc.), ALL disciplines can still use that channel when specified by the Incident Command or COML.
- The tactical direct channels, repeater channels, and Air to Ground channels identified in Tables 6.2, 6.3 and 6.4 should be assigned on-scene by Incident Command or COML.
 - 7AG68D is to be used for UAS Pilot to UAS Pilot Coordination
 - 7AG88D is to be used for Air to Landing Zone Coordination outside 70 miles from Mexico Border.
 - 7AG67D is to be used for Air to Landing Zone Coordination within 70 miles of Mexico Border.
- Mode: Only P25 FDMA Phase 1 Common Air Interface may be used on 700 MHz channels
- TX NAC: \$293 (659₁₀). RX NAC \$F7E (3966₁₀) applies to all 700 MHz channels
- No Encryption is allowed on Calling Channels
- Channels in **red and with a “+” indicated in the “Use” column** are considered primary to Mexico and should not be used within 70 miles of the US / Mexico Border.
- National standards for interoperability channel names have been adopted so that all public safety equipment has a common naming convention. In accordance with APCO/NPSTC 1.104.2-2017, these labels are listed in the Tables below and all participating agencies must use these labels.

Table 6.1: Recommended SHORT List 700 MHz Interoperability Channels for Texas Public Safety Agencies

To enable efficient use of channels when multiple disciplines and jurisdictions respond to an incident, it is recommended that this short list of channels be the first channels programmed into 700 MHz radios. For agencies with radios that are limited to 16 channels, these may be the only channels programmed. For radios with larger channel capacity, it is recommended that these 16 channels be programmed into the first 700 MHz zone, and the channels on the following tables to be programmed in remaining available zones.

Label	Receive	Transmit	Station Class	Use
7CALL50	769.24375	799.24375	FB2T	Temporary Calling Channel Repeater
7CALL50D	769.24375	769.24375	FBT / MO	Calling Channel (Direct)
7TAC51	769.14375	799.14375	FB2T	Temporary Tactical Repeater
7TAC51D	769.14375	769.14375	FBT / MO	Tactical Channel (Direct)
7TAC52	769.64375	799.64375	FB2T	Temporary Tactical Repeater
7TAC52D	769.64375	769.64375	FBT / MO	Tactical Channel (Direct)
7TAC53	770.14375	800.14375	FB2T	Temporary Tactical Repeater
7TAC53D	770.14375	770.14375	FBT / MO	Tactical Channel (Direct)
7TAC54	770.64375	800.64375	FB2T	Temporary Tactical Repeater
7TAC54D	770.64375	770.64375	FBT / MO	Tactical Channel (Direct)
7TAC55	769.74375	799.74375	FB2T	Temporary Tactical Repeater
7TAC55D	769.74375	769.74375	FBT / MO	Tactical Channel (Direct)
7TAC56	770.24375	800.24375	FB2T	Temporary Tactical Repeater
7TAC56D	770.24375	770.24375	FBT / MO	Tactical Channel (Direct)
7GTAC57	770.99375	800.99375	FB2T	Temporary Tactical Repeater
7GTAC57D	770.99375	770.99375	FBT / MO	Tactical Channel (Direct)

Mode: Only P25 FDMA Phase 1 Common Air Interface
TX NAC: \$293 (659₁₀). RX NAC \$F7E (3966₁₀) No Encryption on Calling Channels

- Channels in **red and with a “+” indicated in the “Use” column** are considered primary to Mexico and should not be used within 70 miles of the US / Mexico Border.

Table 6.2: 700 MHz Interoperability Channels (12.5 kHz)**Emission Designator 8K10F1E**

Label	Receive	Transmit	Station Class	Use
7CALL50	769.24375	799.24375	FB2T / MO	Calling Channel
7CALL50D	769.24375	769.24375	FBT / MO	Calling Channel (Direct)
7TAC51	769.14375	799.14375	FB2T / MO	Tactical Repeater Channel
7TAC51D	769.14375	769.14375	FBT / MO	Tactical Channel (Direct)
7TAC52	769.64375	799.64375	FB2T / MO	Tactical Repeater Channel
7TAC52D	769.64375	769.64375	FBT / MO	Tactical Channel (Direct)
7TAC53	770.14375	800.14375	FB2T / MO	Tactical Repeater Channel
7TAC53D	770.14375	770.14375	FBT / MO	Tactical Channel (Direct)
7TAC54	770.64375	800.64375	FB2T / MO	Tactical Repeater Channel
7TAC54D	770.64375	770.64375	FBT / MO	Tactical Channel (Direct)
7TAC55	769.74375	799.74375	FB2T / MO	Tactical Repeater Channel
7TAC55D	769.74375	769.74375	FBT / MO	Tactical Channel (Direct)
7TAC56	770.24375	800.24375	FB2T / MO	Tactical Repeater Channel
7TAC56D	770.24375	770.24375	FBT / MO	Tactical Channel (Direct)
7GTAC57	770.99375	800.99375	FB2T / MO	Tactical Repeater Channel
7GTAC57D	770.99375	770.99375	FBT / MO	Tactical Channel (Direct)
7MOB59	770.89375	800.89375	FB2T / MO	Tactical Repeater Channel
7MOB59D	770.89375	770.89375	FBT / MO	Tactical Channel (Direct)
7LAW61	770.39375	800.39375	FB2T / MO	Tactical Repeater Channel
7LAW61D	770.39375	770.39375	FBT / MO	Tactical Channel (Direct)

Mode: Only P25 FDMA Phase 1 Common Air Interface

TX NAC: \$293 (659₁₀). RX NAC \$F7E (3966₁₀) No Encryption on Calling Channels

- Channels in **red and with a “+” indicated in the “Use” column** are considered primary to Mexico and should not be used within 70 miles of the US / Mexico Border.

**Table 6.2 (cont.)
700 MHz Interoperability Channels (12.5 kHz)**

Emission Designator 8K10F1E

Label	Receive	Transmit	Station Class	Use
7LAW62	770.49375	800.49375	FB2T / MO	Tactical Repeater Channel
7LAW62D	770.49375	770.49375	FBT / MO	Tactical Channel (Direct)
7FIRE63	769.89375	799.89375	FB2T / MO	Tactical Repeater Channel
7FIRE63D	769.89375	769.89375	FBT / MO	Tactical Channel (Direct)
7FIRE64	769.99375	799.99375	FB2T / MO	Tactical Repeater Channel
7FIRE64D	769.99375	769.99375	FBT / MO	Tactical Channel (Direct)
7MED65	769.39375	799.39375	FB2T / MO	Tactical Repeater Channel
7MED65D	769.39375	769.39375	FBT / MO	Tactical Channel (Direct)
7MED66	769.49375	799.49375	FB2T / MO	Tactical Repeater Channel
7MED66D	769.49375	769.49375	FBT / MO	Tactical Channel (Direct)
7DATA69	770.74375	800.74375	FB2T / MO	Tactical Data Repeater Channel
7DATA69D	770.74375	770.74375	FBT / MO	Tactical Data Channel (Direct)
7CALL70	773.25625	803.25625	FX1T / MO	Tactical Data Repeater Channel+
7CALL70D	773.25625	773.25625	FBT / MO	Tactical Data Channel (Direct)+
7TAC71	773.10625	803.10625	FB2T / MO	Tactical Repeater Channel+
7TAC71D	773.10625	773.10625	FBT / MO	Tactical Channel (Direct)+
7TAC72	773.60625	803.60625	FB2T / MO	Tactical Repeater Channel+
7TAC72D	773.60625	773.60625	FBT / MO	Tactical Channel (Direct)+
7TAC73	774.10625	804.10625	FB2T / MO	Tactical Repeater Channel+
7TAC73D	774.10625	774.10625	FBT / MO	Tactical Channel (Direct)+

Mode: Only P25 FDMA Phase 1 Common Air Interface
TX NAC: \$293 (659₁₀). RX NAC \$F7E (3966₁₀) No Encryption on Calling Channels

- Channels in **red and with a “+” indicated in the “Use” column** are considered primary to Mexico and should not be used within 70 miles of the US / Mexico Border.

**Table 6.2 (cont.)
700 MHz Interoperability Channels (12.5 kHz)**

Emission Designator 8K10F1E

Label	Receive	Transmit	Station Class	Use
7TAC74	774.60625	804.60625	FB2T / MO	Tactical Repeater Channel+
7TAC74D	774.60625	774.60625	FBT / MO	Tactical Channel (Direct)+
7TAC75	773.75625	803.75625	FB2T / MO	Tactical Repeater Channel+
7TAC75D	773.75625	773.75625	FBT / MO	Tactical Channel (Direct)+
7TAC76	774.25625	804.25625	FB2T / MO	Tactical Repeater Channel+
7TAC76D	774.25625	774.25625	FBT / MO	Tactical Channel (Direct)+
7GTAC77	774.85625	804.85625	FB2T / MO	Tactical Repeater Channel+
7GTAC77D	774.85625	774.85625	FBT / MO	Tactical Channel (Direct)+
7MOB79	774.50625	804.50625	FB2T / MO	Tactical Repeater Channel+
7MOB79D	774.50625	774.50625	FBT / MO	Tactical Channel (Direct)+
7LAW81	774.00625	804.00625	FB2T / MO	Tactical Repeater Channel+
7LAW81D	774.00625	774.00625	FBT / MO	Tactical Channel (Direct)+
7LAW82	774.35625	804.35625	FB2T / MO	Tactical Repeater Channel+
7LAW82D	774.35625	774.35625	FBT / MO	Tactical Channel (Direct)+
7FIRE83	773.50625	803.50625	FB2T / MO	Tactical Repeater Channel+
7FIRE83D	773.50625	773.50625	FBT / MO	Tactical Channel (Direct)+
7FIRE84	773.85625	803.85625	FB2T / MO	Tactical Repeater Channel+
7FIRE84D	773.85625	773.85625	FBT / MO	Tactical Channel (Direct)+

Mode: Only P25 FDMA Phase 1 Common Air Interface
TX NAC: \$293 (659₁₀). RX NAC \$F7E (3966₁₀) No Encryption on Calling Channels

- Channels in **red and with a “+” indicated in the “Use” column** are considered primary to Mexico and should not be used within 70 miles of the US / Mexico Border.

**Table 6.2 (cont.)
700 MHz Interoperability Channels (12.5 kHz)**

Emission Designator 8K10F1E

Label	Receive	Transmit	Station Class	Use
7MED86	773.00625	803.00625	FB2T / MO	Tactical Repeater Channel+
7MED86D	773.00625	773.00625	FBT / MO	Tactical Channel (Direct)+
7MED87	773.35625	803.35625	FB2T / MO	Tactical Repeater Channel+
7MED87D	773.35625	773.35625	FBT / MO	Tactical Channel (Direct)+
7DATA89	774.75625	804.75625	FB2T / MO	Tactical Data Repeater Channel+
7DATA89D	774.75625	774.75625	FBT / MO	Tactical Data Channel (Direct)+

Mode: Only P25 FDMA Phase 1 Common Air Interface
TX NAC: \$293 (659₁₀). RX NAC \$F7E (3966₁₀) No Encryption on Calling Channels

- Channels in **red and with a “+” indicated in the “Use” column** are considered primary to Mexico and should not be used within 70 miles of the US / Mexico Border.

Table 6.3: 700 MHz Interoperability Tactical Repeater Channels (12.5 kHz)

Emission Designator 8K10F1E

Label	Transmit	Receive	Station Class	Use
7CALL50	769.24375	799.24375	FB2T	Temporary Calling Channel Repeater
7TAC51	769.14375	799.14375	FB2T	Temporary Tactical Repeater
7TAC52	769.64375	799.64375	FB2T	Temporary Tactical Repeater
7TAC53	770.14375	800.14375	FB2T	Temporary Tactical Repeater
7TAC54	770.64375	800.64375	FB2T	Temporary Tactical Repeater
7TAC55	769.74375	799.74375	FB2T	Temporary Tactical Repeater
7TAC56	770.24375	800.24375	FB2T	Temporary Tactical Repeater
7GTAC57	770.99375	800.99375	FB2T	Temporary Tactical Repeater
7MOB59	770.89375	800.89375	FB2T	Temporary Tactical Repeater
7LAW61	770.39375	800.39375	FB2T	Temporary Tactical Repeater
7LAW62	770.49375	800.49375	FB2T	Temporary Tactical Repeater
7FIRE63	769.89375	799.89375	FB2T	Temporary Tactical Repeater
7FIRE64	769.99375	799.99375	FB2T	Temporary Tactical Repeater
7MED65	769.39375	799.39375	FB2T	Temporary Tactical Repeater
7MED66	769.49375	799.49375	FB2T	Temporary Tactical Repeater
7DATA69	770.74375	800.74375	FB2T	Temporary Tactical Data Repeater
7CALL70	773.25625	803.25625	FB2T	Temporary Calling Channel+
7TAC71	773.10625	803.10625	FB2T	Temporary Tactical Repeater+
7TAC72	773.60625	803.60625	FB2T	Temporary Tactical Repeater+
7TAC73	774.10625	804.10625	FB2T	Temporary Tactical Repeater+
7TAC74	774.60625	804.60625	FB2T	Temporary Tactical Repeater+

Mode: Only P25 FDMA Phase 1 Common Air Interface

TX NAC: \$293 (659₁₀). RX NAC \$F7E (3966₁₀) No Encryption on Calling Channels

- Channels in **red and with a “+” indicated in the “Use” column** are considered primary to Mexico and should not be used within 70 miles of the US / Mexico Border.

**Table 6.3 (cont.)
700 MHz Interoperability Channels (12.5 kHz)**

Emission Designator 8K10F1E

Label	Transmit	Receive	Station Class	Use
7TAC75	773.75625	803.75625	FB2T	Temporary Tactical Repeater+
7TAC76	774.25625	804.25625	FB2T	Temporary Tactical Repeater+
7GTAC77	774.85625	804.85625	FB2T	Temporary Tactical Repeater+
7MOB79	774.50625	804.50625	FB2T	Temporary Tactical Repeater+
7LAW81	774.00625	804.00625	FB2T	Temporary Tactical Repeater+
7LAW82	774.35625	804.35625	FB2T	Temporary Tactical Repeater+
7FIRE83	773.50625	803.50625	FB2T	Temporary Tactical Repeater+
7FIRE84	773.85625	803.85625	FB2T	Temporary Tactical Repeater+
7MED86	773.00625	803.00625	FB2T	Temporary Tactical Repeater+
7MED87	773.35625	803.35625	FB2T	Temporary Tactical Repeater+
7DATA89	774.75625	804.75625	FB2T	Temporary Tactical Data Repeater+

Mode: Only P25 FDMA Phase 1 Common Air Interface
TX NAC: \$293 (659₁₀). RX NAC \$F7E (3966₁₀) No Encryption on Calling Channels

- Channels in **red and with a “+” indicated in the “Use” column** are considered primary to Mexico and should not be used within 70 miles of the US / Mexico Border.

Table 6.4: 700 MHz Interoperability Channels (12.5 kHz) Air-to-Ground

Label	Mobile RX (MHz)	Mobile TX (MHz)	Use
7AG58	769.13125	799.13125	Air-Ground
7AG58D	769.13125	769.13125	Air-Ground
7AG60	769.63125	799.63125	Air-Ground
7AG60D	769.63125	769.63125	Air-Ground
7AG67	770.13125	800.13125	Air-Ground
7AG67D	770.13125	770.13125	Air-Ground Landing Zone#
7AG68	770.63125	800.63125	Air-Ground
7AG68D	770.63125	770.63125	UAS Pilot to UAS Pilot Coordination
7AG78	773.11875	803.11875	Air-Ground+
7AG78D	773.11875	773.11875	Air-Ground+
7AG80	773.61875	803.61875	Air-Ground+
7AG80D	773.61875	773.61875	Air-Ground+
7AG85	774.11875	804.11875	Air-Ground+
7AG85D	774.11875	774.11875	Air-Ground+
7AG88	774.61875	804.61875	Air-Ground+
7AG88D	774.61875	774.61875	NIFOG Air-Ground Landing Zone*+

#7AG67D is recommended for **Landing Zone** use within 70 miles of the US/Mexico border

* 7AG88D is recommended for **Landing Zone** use in the NIFOG.

TX NAC: \$293 (659₁₀). RX NAC \$F7E (3966₁₀). These channels are reserved for air-ground communications to be used by low-altitude aircraft and ground based stations: See FCC rule 90.531(7). (i) Airborne use of these channels is limited to aircraft flying at or below **457 meters (1500 feet) above ground level**. (ii) **Aircraft are limited to 2 watts effective radiated power (ERP)** when transmitting while airborne on these channels. (iii) Aircraft may transmit on either the mobile or base transmit side of the channel pair. (iv) States are responsible for the administration of these channels. *These are NOT nationwide interoperability channels.*

- Channels in **red and with a “+” indicated in the “Use” column** are considered primary to Mexico and should not be used within 70 miles of the US / Mexico Border.

7. 800 MHz Channels – SPECIFIC GUIDELINES

For 800 MHz interoperability, the repeater channels (with direct) described in Table 7.1 below will be used.

Note the following:

800 MHz interoperability channels are identified by the FCC for interoperability use within Texas. Some of these interoperable channels may already be licensed by multiple agencies for use throughout the state.

- The channel 8CALL90 is designated as a multi-discipline, multi-agency public safety interoperability calling channel for all public safety agencies and other signatories to the MOU associated with this channel plan.
- The tactical repeater channels 8TAC91 – 8TAC94 and talk-around channels 8TAC91D – 8TAC94D should be assigned on-scene by Incident Command or COML.
 - 8TAC94D is to be used for UAS Pilot to UAS Pilot Coordination to minimize interference, 8TAC repeaters should remain in an 'off' configuration unless in use for an incident, and should not be used for day-to-day operations
- 8TAC95D, 8TAC96D and 8TAC97D are to be used for multi-agency events, and not for day-to-day operations, and cannot interfere with licensed radio systems, and can expect interference from licensed radio systems
- National standards for interoperability channel names have been adopted so that all public safety equipment has a common naming convention. In accordance with APCO/NPSTC 1.104.2-2017, these labels are listed in Tables 7.1 and 7.2 and all participating agencies must use these labels.

**Table 7.1: 800 MHz Nationwide Interoperability Channels (20 kHz)
Emission Designator 16K0F3E**

CTCSS tone programming for 800 MHz channels must be in compliance with the latest released version of the NIFOG.

Label	Receive	Transmit	Station Class	CTCSS RX/TX	Use
8CALL90	851.0125	806.0125	FB2T / MO	156.7 / 156.7	Calling Channel (Repeater)
8CALL90D	851.0125	851.0125	FBT / MO	156.7 / 156.7	Calling Channel (Direct)
8TAC91	851.5125	806.5125	FB2T / MO	156.7 / 156.7	Incident Temporary Repeater Channel
8TAC91D	851.5125	851.5125	FBT / MO	156.7 / 156.7	Tactical Channel (Direct)
8TAC92	852.0125	807.0125	FB2T / MO	156.7 / 156.7	Incident Temporary Repeater Channel
8TAC92D	852.0125	852.0125	FBT / MO	156.7 / 156.7	Tactical Channel (Direct)
8TAC93	852.5125	807.5125	FB2T / MO	156.7 / 156.7	Incident Temporary Repeater Channel
8TAC93D	852.5125	852.5125	FBT / MO	156.7 / 156.7	Tactical Channel (Direct)
8TAC94	853.0125	808.0125	FB2T / MO	156.7 / 156.7	Incident Temporary Repeater Channel
8TAC94D	853.0125	853.0125	FBT / MO	156.7 / 156.7	Tactical Channel (Direct)
8TAC95D	851.5500	851.5500	MO	156.7 / 156.7	Incident Control Channel (Direct)*
8TAC96D	853.0500	853.0500	MO	156.7 / 156.7	Incident Control Channel (Direct)*
8TAC97D	853.3500	853.3500	MO	156.7 / 156.7	Incident Control Channel (Direct)*
Repeater / Base Configuration					
8CALL90	806.0125	851.0125	FB2T	156.7	Mobile Command Post Calling Channel Base
8TAC91	806.5125	851.5125	FB2T	156.7	Incident Temporary Repeater Channels
8TAC92	807.0125	852.0125	FB2T	156.7	
8TAC93	807.5125	852.5125	FB2T	156.7	
8TAC94	808.0125	853.0125	FB2T	156.7	

*These low-power mobile/portable channels are only authorized for use during multi-agency response. Direct users can not interfere with licensed radio systems, and can expect interference from licensed radio systems, and may not be used in a repeater configuration nor patched with other channels through a gateway or patching device. ERP is limited to 20 watts and only mobile and portable operation is allowed. Base stations are not permitted.

8. Mobile Satellite (MSAT) Talkgroups

Obtaining Access to MSAT Talkgroups:

The Texas Division of Emergency Management (TDEM) is processing MSAT Talkgroup requests directly. To obtain access, please contact TDEM at MSAT@tdem.texas.gov.

- TDEM maintains an MSAT contact board in WebEOC.
The board provides information on shared MSAT Talkgroups and can function as an online MSAT and Iridium satellite phonebook.
- Agencies can request edit rights to the board to allow updates to their MSAT / Iridium satellite data.
- Most agencies will be granted “Read Only” access to allow them to view and download the information.
- Agencies can contact their WebEOC administrators to get user access to the board.
If agencies do not have access to WebEOC, agencies can submit a request to TDEM at MSAT@tdem.texas.gov
- MSAT Talkgroups formerly named DPS 1 through DPS 5, have been renamed to TDEM 1 through TDEM 5. DPS 6 remains as DPS 6.

Note: Authorization letters need to be obtained before scheduling on-air programming for the radios.

SPECIFIC GUIDELINES – Mobile Satellite (MSAT) Talkgroups

Table 8.1 below lists statewide, regional, and national MSAT talkgroups for use by Texas public safety agencies. Texas has two statewide mutual aid talkgroups: TXSMRT and INAGY.

TXSMRT is used for communication between Texas public safety agencies and private sector partners

INAGY is used **ONLY** by government agencies.

The talkgroups designated as SMART/SMRT (Satellite Mutual Aid Radio Talkgroup) are for multiagency coordination during large-scale events or disasters, potentially involving public safety agencies at the regional and national levels.

Each agency should determine which talkgroups are best suited for their agency's needs and purpose.

Table 8.1 Mobile Satellite Talkgroups

MSAT Talkgroup Name (7 char. Radio)	Legacy MSAT Talkgroup Name* (5 char. Radio)	Authorizing Agency	Agencies Supported	Use
00	00	TDEM Response / Operations	All Texas Public Safety and Private Sector Partners	Point-to-Point 4-digit DN call feature. No per-minute cost for DN calls
TDEM 1	DPS 1	TDEM Disaster Coordination	TDEM	Incident Command/ Calling Channel
TDEM 2	DPS 2	TDEM Response / Operations	TDEM	TDEM Daily Use
TDEM 3	DPS 3	LESD / Law Enforcement Channel – All Call	DPS / TDEM / LEO	LEO Incident Command / Calling Channel
TFS1	TFS1	TFS EOC	TFS	TFS Daily Use
TEEX1	TEEX1	TEEX	TTF1, TTF2, Quick Response Force & Water	TEEX-TTF1 Search and Rescue Calling Channel
STRAC1	STRC1	STRAC Comms	STRAC and San Antonio Area Public Safety	STRAC Daily Use Calling Channel
STRAC2	STRC2	STRAC Comms	STRAC Regional	Regional Medical
INAGY	INAGY	TFS EOC	TFS and Texas Public Safety Agencies	Interagency Coordination (Texas only)
TXSMRT	TXSMT	TDEM Response / Operations	All Texas Public Safety and Private Sector Partners (NGO)	Statewide Channel for Public and Private Sector
G-SMART	GSMRT	TDEM Response / Operations	Gulf Coast Regional Agencies	Gulf States Public Safety Mutual Aid Regional / National
SWSMART	SWSMT	Contra Costa (CA) Fire Protection District	Southwest Regional Agencies	Southwest Public Safety Mutual Aid
I-SMART	ISMRT	Seattle Public Utilities	Regional / National Agencies	Critical Infrastructure Mutual Aid
E-SMART	ESMRT	KY Dept. of Public Health	Regional / National Agencies	EMS Mutual Aid
F-SMART	FSMRT	Seattle Fire Dept.	Regional / National Agencies	Fire Service Mutual Aid
J-SMART	JSMRT	U.S. Dept. of Justice	All Gov't and Public Safety Regional / National Agencies	Public Safety Mutual Aid Regional
L-SMART	LSMRT	U. S. Marshals Service	All LE Regional / National Agencies	LE Enforcement Mutual Aid
U-SMART	USMRT	Montgomery Co. (MD) Fire & Rescue	All Urban Search and Rescue Regional / National Agencies	Urban Search and Rescue Mutual Aid
NPHST2	NPH	KY Dept. for Public Health	All Health Depts. And Medical Facilities Regional / National Agencies	Public Health Mutual Aid TG

9. INTEROPERABILITY CROSS-BAND SYSTEMS – SPECIFIC GUIDELINES

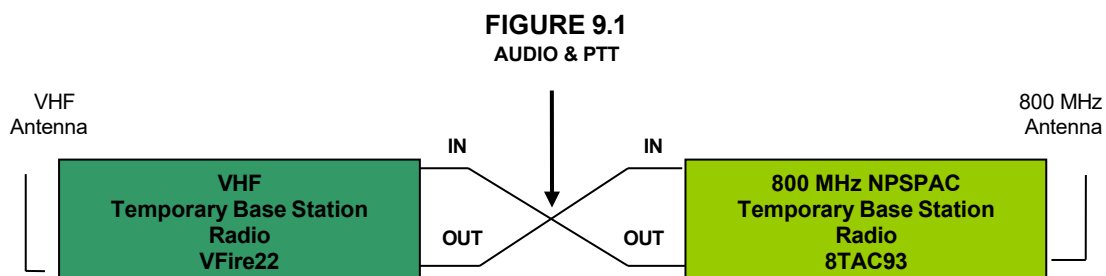
Cross-band interconnection between radio equipment operating under state-licensed channels is authorized with three conditions:

- Cross-band operation is authorized as required to interconnect channels identified in this channel plan and to interconnect other channels that may be required at the direction of the Incident Command or COML.
- Cross-band operation should conform to planning requirements, as established in a RICP, typically produced by a regional COG.
- Patching to/between interoperability tactical channels and local radio systems is permitted during incidents or events involving interagency personnel, if so directed by the Incident Command or COML. This is only allowed through concurrence from the system manager / dispatch center.
- 800 MHz NPSPAC (conventional) channels may be cross-banded with other interoperability channels. **Caution should be used when performing in-field cross-band connections with VHF/700/800 MHz trunked channels due to potential push-to-talk (PTT) delay.**
- Supervised gateways, console-initiated patching or cross-band repeating of tactical channels to tactical channels in other bands is permitted under positive control of a trained dispatcher or on-incident Communications Unit Leader (COML). A dispatcher or COML who establishes such a calling channel patch must be capable of disabling the patch in the event of unexpected or unacceptable interference on any of the patched calling channels.

Cross-band interconnections can be implemented in several ways:

9.1 Simple Cross-band Repeater

This approach interconnects two radios “back-to-back” such that received signals on either receiver are re-transmitted by the other transmitter.



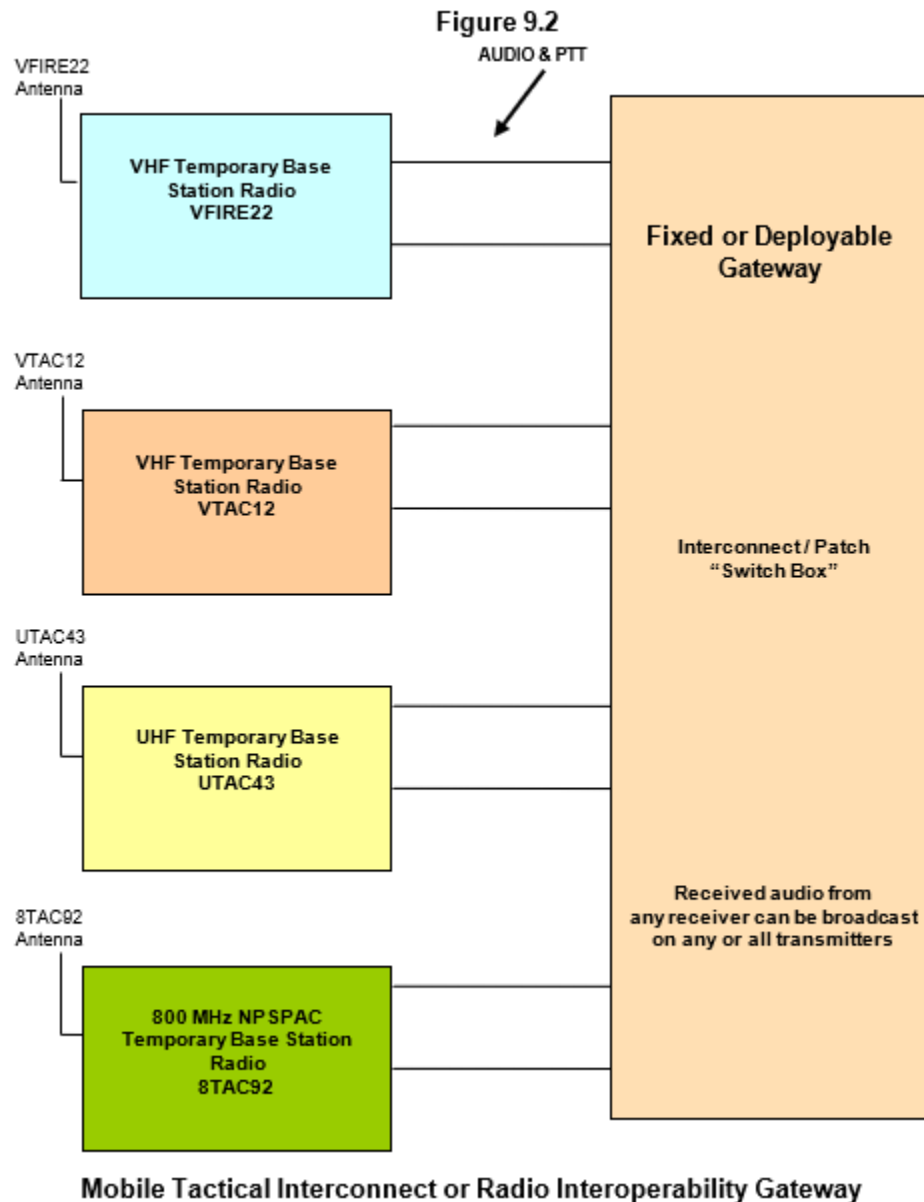
Simple Cross-Band Repeater

Operationally, the two channels selected will seem to be one channel, as long as all radio users are within the coverage “footprint” of the cross-band repeater and antennas. Some PTT delay should be expected. In this example, two tactical channels are interconnected to enable tactical communications between resources equipped with differing equipment.

9.2 Mobile Tactical Interconnect or Radio Interoperability Gateway

This approach interconnects several radios “back-to-back” so that received signals on any receiver are re-transmitted by all selected transmitters.

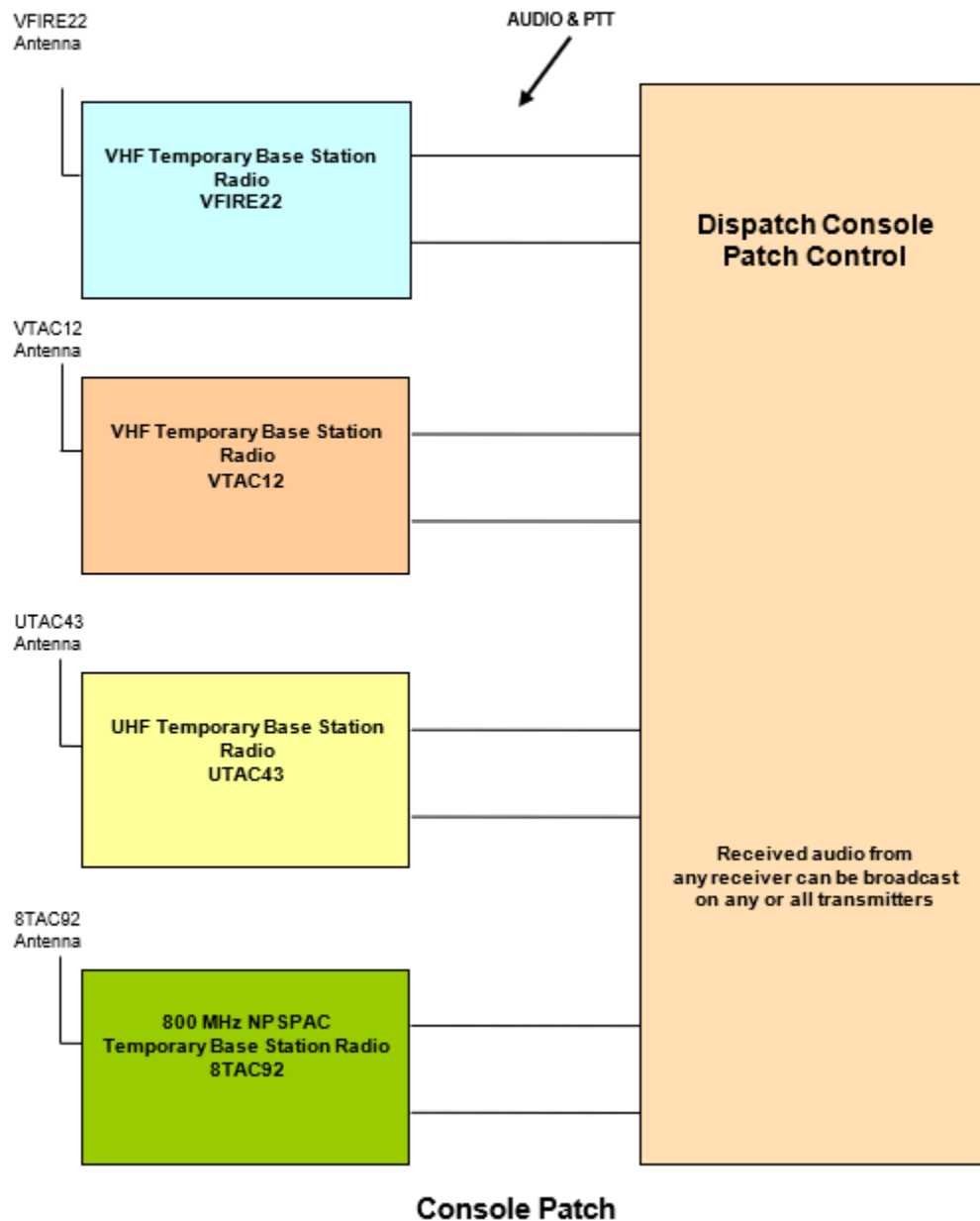
Operationally, all channels selected will seem to be one channel, as long as all radio users are within the coverage “footprint” of the antennas being used. Some PTT delay should be expected. In this example, several tactical channels are interconnected to enable tactical communications between resources equipped with differing equipment.



9.3 Dispatch Console Patching

Console patching utilizes dispatch point base radios and the patching capability of a common console system to accomplish the same interconnections described above. However, in the case of console patching, all radio users must be within the coverage “footprint” of the base station antenna at the dispatch point. Some PTT delay should be expected. Operationally, all channels patched by the dispatcher will seem to be one channel.

Figure 9.3



Note that console patching at fixed-site base stations is not authorized under state licenses for interoperability channels. Such installations must be licensed separately.

10. LIST OF ACRONYMS

Abbreviation	Description
AACOG	Alamo Area Council of Governments
ATCOG	Ark-Tex Council of Governments
AUXC	Auxiliary Communicator
BER	Bit Error Rate
BVCOG	Brazos Valley Development Council
BVWACS	Brazos Valley Wireless Access Communications System
CA	California
CAI	Common Air Interface
CAPCOG	Capital Area Council of Governments
CBCOG	Coastal Bend Council of Governments
CCG	Communications Coordination Group
CFR	Code of Federal Regulations
COG	Council of Government
COML	Communications Leader
CTCOG	Central Texas Council of Governments
CTCSS	Continuous Tone Coded Squelch System
COMT	Communications Technician
CVCOG	Concho Valley Council of Governments
DETCOG	Deep East Texas Council of Governments
DFW	Dallas / Ft. Worth
DN	Directory Number
EMS	Emergency Medical Service
ERP	Effective Radiated Power
ETCOG	East Texas Council of Governments
ETMC	East Texas Medical Center
FCC	Federal Communications Commission
GCRPC	Golden Crescent Regional Planning Commission
H-GAC	Houston-Galveston Area Council
HOTCOG	Heart of Texas Council of Governments
Hz	Hertz
ICS	Incident Command System
ILA	Inter-Local Agreement
INCM	Incident Communications Manager
INTD	Incident Tactical Dispatcher
IRWG	Interagency Radio Work Group
ITSL	IT Service Unit Leader
KHz	Kilohertz
KY	Kentucky
LA	Louisiana
LCRA	Lower Colorado River Authority
LE	Law Enforcement
LRGVDC	Lower Rio Grande Valley Development Council
MCP	Mobile Communications Platform
MD	Maryland
MHz	Megahertz
MOU	Memorandum of Understanding

MRGDC	Middle Rio Grande Development Council
MSAT	Mobile Satellite
MTA	Metropolitan Transit Authority
NAC	Network Access Codes
NCTCOG	North Central Texas Council of Governments
NGO	Non-Governmental Organization
NIFOG	National Interoperability Field Operations Guide
NIMS	National Incident Management System
NPSPAC	National Public Safety Planning Advisory Committee
NORTEX	Nortex Regional Planning Commission
NTIA	National Telecommunications and Information Administration
OPS	Operations
PBRPC	Permian Basin Regional Planning Commission
PRPC	Panhandle Regional Planning Commission
PSAP	Public Safety Answering Point
PTT	Push-To-Talk
RADO	Radio Operator
RGCOG	Rio Grande Council of Governments
SCADA	Supervisory Control and Data Acquisition
SCIP	Statewide Communications Interoperability Plan
SEC	SCIP Executive Committee
SETRPC	South East Texas Regional Planning Commission
SMART	Satellite Mutual Aid Radio Talkgroup
SPAG	South Plains Association of Governments
STDC	South Texas Development Council
STRAC	Southwest Texas Regional Advisory Council (Emergency Healthcare)
SWIC	Statewide Interoperability Coordinator
TCOG	Texoma Council of Governments
TDEM	Texas Division of Emergency Management
TEEX	Texas Engineering Extension Service (Training Academy)
TFS	Texas A&M Forest Service
TFS EOC	Texas A&M Forest Service Emergency Operations Center
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TTF	Texas Task Force
TG	Talkgroup
THSP	Technical Specialist
TxDPS	Texas Department of Public Safety
TxICC	Texas Interoperable Communications Coalition
UAS	Uncrewed Aircraft System (Drones)
UHF	Ultra High Frequency
VFD	Volunteer Fire Department
VHF	Very High Frequency
WCTCOG	West Central Texas Council of Governments

This **Memorandum of Understanding** was agreed to on this date: _____, _____, 20____. The v24.1 fillable form is available here: <https://www.dps.texas.gov/section/infrastructure-operations/swic-document-library>
Please **complete this page only, sign, save, and then email** as attached file to txswic@dps.texas.gov.

WHO SHOULD EXECUTE THIS AGREEMENT: Each jurisdiction must individually sign this agreement.

- An authorized representative of a City may sign for all public safety agencies in that city.
- A County may sign for volunteer fire departments (VFD) if the VFD is recognized in the county emergency management plan; however,
- A County CANNOT sign for all cities or other public safety agencies in the county that are not a part of county government since they are separate legal entities.
- A Council of Governments (COG) CANNOT sign for all jurisdictions within the COG.

Compliance with this TSICP and the SCIP are required to receive grant funds for communications equipment. **Agencies and programmers should verify the latest version of these documents are being referenced; they can be found at <https://www.dps.texas.gov/section/infrastructure-operations/swic-document-library>**

FOR JURISDICTION

Jurisdiction Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Jurisdiction Address: _____

County: _____

Phone: _____ e-mail: _____

Jurisdiction/Agency Radio Communications Contact: _____

Phone: _____ e-mail: _____

Indicate the NUMBER of mobile, portable, temporary base, and/or mobile relay radios to be operated under TxDPS licenses. For Federal Entity Interop and 700 Air-to-Ground channels, please mark the appropriate box with a checkmark or "X" if these channels are programmed or if programming is planned in the future.

	Mobile	Portable	Temporary Base-Mobile Relay	Federal Entity Interop Channels	700 Air-to-Ground Channels
150 MHz					N/A
450 MHz					N/A
700 MHz				N/A	
800 MHz NPSPAC				N/A	N/A

(This information is required by TxDPS as a condition of its licenses from the FCC.)

TEXAS DEPARTMENT OF PUBLIC SAFETY SWIC OFFICE SIGNATURE

Signature: _____

Karla Jurrens, Statewide Interoperability Coordinator, Innovation and Data Office

Phone: (281) 517-1240 Karla.Jurrens@dps.texas.gov

TEXAS DEPARTMENT OF PUBLIC SAFETY AUTHORIZING SIGNATURE

Signature: _____

Jared Vandenheuvel, Chief Innovation Officer, Innovation and Data Office

Texas DPS, 5805 N Lamar Blvd. Austin, TX 78752

Phone: (512) 289-8847 Jared.Vandenheuvel@dps.texas.gov



Reliable
Tire Disposal 

AGREEMENT FOR USE OF RELIABLE TIRE DISPOSAL TRAILER

I hereby request use of a Reliable Tire Disposal trailer owned by Reliable Tire Disposal,

I agree to comply with the following conditions:

- I will **NOT** move the trailer once it is delivered.
- I understand that nothing other than tires **without rims** and free of all debris are allowed to be put in trailer under any circumstances.
- I understand that if any tires on rims are loaded in the trailer, I will be charged an additional \$25.00 per passenger/ \$75.00 per semi each.
- I will **NOT** place tires greater than 17.5x25 in the trailer.
- I will **NOT** place toxic or hazardous waste (pesticides, herbicides, paint, motor oil, gasoline, etc.) in trailer.
- I will **NOT** overload the trailer. I understand that if the trailer is overloaded, it will be my financial obligation to pay for the removal of the waste. I understand that under no circumstances may the trailer be loaded above the top of the trailer.
- I release **Reliable Tire Disposal** from all liability arising out of or in connection with the use of the trailer including damages resulting from **Reliable Tire Disposal** equipment or personnel being on private property to deliver or remove the trailer.
- I will be responsible for any injuries that result to individuals using the trailer or damages directly to the trailer while it is being used on my property.
- I will be responsible for the payment of any cost associated with manual dumping of the trailer or sorting of materials which were placed in the trailer in violation of the above rules, including damage to the trailer.
- I will pay all costs of court and reasonable attorney's fees in the event of any action being filed to enforce and term or conditions of this agreement.

Per trailer pricing:

The trailer will be delivered to your location loaded by your staff:

Drop Friday April 19th, 2024 and pick up Monday April 22, 2024

Location: 2411 FM 963, Burnet, TX 78611

PLEASE NOTE IF THE TRAILER GETS STUCK YOU WILL BE RESPONSIBLE FOR THE TOW BILL.

Total number of trailers requested: 1 Total \$ for trailers requested: \$2,500

****If you request a trailer but do not use it or use only a portion of it, you will still be charged the fee per trailer requested.**

****Whole tires only/no cut tires, tires with rims, tracks, and OTR's**

All tires collected by Reliable Tire Disposal will be brought back to our Burnet facility and shredded into 1" chips and then delivered to one of multiple locations where it is used as Tire Derived Fuel (TDF). The steel recovered from the tires will be sent to a steel foundry and recycled into rebar and angle iron products.

COMPANY NAME:_____

PHYSICAL ADDRESS_____

PHONE#_____

PRINTED NAME:_____

SIGNATURE:_____Date_____

Thank you,
Gary and Anetra Thomas
Reliable Tire Disposal
Office: 512-756-8218

3345 E HWY 29 • BURNET TX • 78611
PHONE: 512-756-8218



WHEREAS, The County of Burnet finds it in the best interest of the citizens of Burnet County that the Replacement of Outdated Core Switches Project be operated for the FY 25; and

WHEREAS, Burnet County agrees to provide applicable matching funds for the said project as required by the FY 25 State and Local Cybersecurity Grant Program grant application; and

WHEREAS, Burnet County agrees that in the event of loss or misuse of the Office of the Governor funds, Burnet County assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Burnet County Commissioners' Court designates Joe Don Dockery, Burnet County Precinct 4 Commissioner, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Burnet County approves submission of the grant application for the Replacement of Outdated Core Switches Project to the Office of the Governor.

Passed and Approved this 26th day of March, 2024

James Oakley, Burnet County Judge

Jim Luther, Jr., Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Billy Wall, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

Attest:

Vicinta Stafford, Burnet County Clerk

Grant Number: 5240601



FY 2025 VICTIM ASSISTANCE, FIRST RESPONDER PROGRAM

WHEREAS, The Burnet County Commissioners' Court finds it in the best interest of the citizens of Burnet County that *the Burnet County Sheriff's Office* operate the Burnet County LEO Mental Health Deputy and Counseling Services Program during October 1, 2024 – September 30, 2025; and

WHEREAS, Burnet County agrees to provide applicable matching funds for the said project as required by the FY 25 Victim Assistance, First Responder Programs grant application; and

WHEREAS, The Burnet County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor funds, The Burnet County Commissioners' Court assures that the funds will be returned to the Officer of the Governor in full.

WHEREAS, The Burnet County Commissioners' Court designates the Burnet County Pct 4 Commissioner as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Burnet County Commissioners' Court approves submission of the grant application for the FY25 Victim Assistance, First Responder Programs to the Office of the Governor.

PASSED AND APPROVED on this 26th day of March 2024.

James Oakley, Burnet County Judge

Jim Luther, Jr., Commissioner, PCT. 1

Damon Beierle, Commissioner, PCT. 2

Billy Wall, Commissioner, PCT. 3

Joe Don Dockery, Commissioner, PCT. 4

Attest:

Vicinta Stafford, Burnet County Clerk

Grant Application Number: 5014101

BURNET COUNTY EVENT SPONSORSHIP APPLICATION

Must be submitted no later than sixty (60) days prior to event

EVENT MUST BE OPEN TO THE PUBLIC

CURRENT DATE: March 15, 2024

NAME OF EVENT: Jackson Street Jams

NAME OF ORGANIZATION: Burnet Community Coalition

MAILING ADDRESS (include street, city, state, zip)

1001 Buchanan Drive, #4, P.O. Box 1369, Burnet, TX 78611

CONTACT PERSON: Maria Gonzales

LIST NAMES OF BOARD (if applicable):

N/A

DATES OF EVENT:

May 18, 2024, June 15, 2024, July 6, 2024, and September 7, 2024

PROJECTED ATTENDANCE: 500-1,000

Please read and be sure you comply with Texas Health and Safety Code 751 regarding mass gatherings.

WHAT IS YOUR SPONSORSHIP LEVEL PROPOSAL (including benefits):

We are asking that Burnet County contribute similarly to what they did last year and contribute

\$3,600. This contribution would greatly benefit our advertising and marketing budget.

WHAT IS YOUR ADVERTISING PLAN:

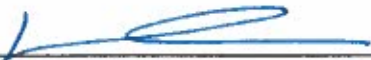
Our marketing plan includes working with Kbey for magazine promotion, utilizing
the electronic billboard at Seward Junction, posters and signage for our downtown
square, as well as ads on social media.

LIST OTHER SPONSORS PARTICIPATING AND LEVEL OF PARTICIPATION:

Kbey is donating \$2,000 worth of marketing and promotion.

I hereby certify and affirm that I have read the application information, understand and will comply with all provisions therein, and that I will abide by all relevant county, state, and federal laws and regulations regarding use of Hotel Occupancy Tax.

"I affirm and declare the foregoing to be true statements. Falsifying a governmental record is a class "A" misdemeanor under Texas Penal Code 37.10".

Signature: 

Print name: Maria Gonzales

Title: Administrative Services

Date: March 15, 2024

****Post Event Report due no later than thirty (30) days following event. Failure to execute as per agreement could result in no future funding****

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 11 day of March 2024. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own

proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or

otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Reserved.

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional

amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”).

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B. County of Burnet, Texas shall be an additional insured with respect to any claims or suits alleging bodily injury or property damage caused in whole or in part by Flock Hardware.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE

SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be

subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party

shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system.

Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

Eddie Arredondo

Burnet County Attorney

220 S. Pierce St.

Burnet, TX 78611

Countyattorney@burnetcountytexas.org

512-756-5476

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Burnet County Commissioners Court

Jim Luther Jr.
Precinct 1

Damon Beierle
Precinct 2

James Oakley
County Judge

Billy Wall
Precinct 3

Joe Don Dockery
Precinct 4

Regular Session

20.

Meeting Date: 03/26/2024

Subject

Discussion and/or action concerning calling for Bids and Bid openings, request for proposals/qualifications and related openings:

- a. Award of the bid for the work to be performed on CR 401N. To be paid using the 2023 tax notes
-

Attachments

401N Bid



KC ENGINEERING, INC.

705 North Hwy 281, Suite 103 • Marble Falls, Texas 78654 • Phone 830.693.5635 • Fax 830.693.9664 • www.kcengineering.com

March 20, 2024
Project Number: 23-280

Mr. Joe Don Dockery
County Commissioner
Burnet County
220 S Pierce Street
Burnet, TX 78611

RE: CR 401 N Paving Project

Commissioner Dockery:

K. C. Engineering, Inc. (KCE) reviewed and tabulated five (5) bids received March 19, 2024, for the construction of the Burnet County Road 401 N Paving Project. Each bidder provided a bid bond and other documents, as required. The bidders' unit prices were entered into an Excel spreadsheet and all bidders' calculations were checked for accuracy.

The total bid amounts received according to the Bid Summary Sheets are:

Lone Star Paving Company	\$662,676.75
Bennet Paving, Inc.	\$711,697.05
Texas Materials Group	\$739,920.05
Alpha Paving Industries	\$902,083.36
CK Newberry	\$973,832.40

Based upon review of the bids received, KCE recommends that Burnet County enter into a contract with the low bidder, Lone Star Paving, for construction of the Burnet County Road 401 N Paving Project.

KCE is available to discuss this recommendation at your convenience.

Sincerely,

K.C. Engineering, Inc.
Firm Registration #:F-977

By:

A handwritten signature in blue ink that reads "Greg Haley, P.E.".

Greg Haley, P. E.
President

GH/

Attachment:

Bid Tabulations

**BID TABULATION
FOR
BURNET COUNTY ROAD 401 N PAVING PROJECT
BURNET COUNTY, TEXAS**

DESCRIPTION	QUANTITY	UNIT										
			Lone Star Paving Company		Bennett Paving, Inc.		Texas Materials Group, Inc.		Alpha Paving Industries, Inc.		CK Newberry, LLC	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	AMOUNT	AMOUNT
SEQUENCE OF CONSTRUCTION	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 4,200.00	\$ 4,200.00	\$ 1,000.00	\$ 1,000.00	\$ 25,000.00	\$ 25,000.00
FIELD ENGINEERING	1	LS	\$ 700.00	\$ 700.00	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00
MOBILIZATION	1	LS	\$ 12,750.00	\$ 12,750.00	\$ 15,000.00	\$ 15,000.00	\$ 22,000.00	\$ 22,000.00	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00
BONDS AND INSURANCE	1	LS	\$ 6,650.00	\$ 6,650.00	\$ 7,500.00	\$ 7,500.00	\$ 1,650.00	\$ 1,650.00	\$ 42,480.16	\$ 42,480.16	\$ 15,000.00	\$ 15,000.00
PLANE (MILL) 0" - 2" DEPTH	4,010	SY	\$ 4.25	\$ 17,042.50	\$ 5.00	\$ 20,050.00	\$ 6.50	\$ 26,065.00	\$ 6.00	\$ 24,060.00	\$ 7.00	\$ 28,070.00
HOT MIX ASPHALT (2") - TxDOT TY C (ITEM 340)	37,396	SY	\$ 12.00	\$ 448,752.00	\$ 13.55	\$ 506,715.80	\$ 13.10	\$ 489,887.60	\$ 14.75	\$ 551,591.00	\$ 16.25	\$ 607,685.00
HOT MIX ASPHALT LEVEL-UP (TxDOT TY D) (ITEM 340)	500	TON	\$ 104.00	\$ 52,000.00	\$ 120.62	\$ 60,310.00	\$ 125.00	\$ 62,500.00	\$ 170.00	\$ 85,000.00	\$ 175.00	\$ 87,500.00
INTERSECTIONS, DRIVEWAYS, AND TURNOUTS	1,684	SY	\$ 22.50	\$ 37,890.00	\$ 13.70	\$ 23,070.80	\$ 26.00	\$ 43,784.00	\$ 23.62	\$ 39,776.08	\$ 35.00	\$ 58,940.00
BARRICADES, SIGNS, AND TRAFFIC HANDLING	1	LS	\$ 2,800.00	\$ 2,800.00	\$ 15,000.00	\$ 15,000.00	\$ 3,500.00	\$ 3,500.00	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00
ONE-WAY TRAFFIC CONTROL	100	HR	\$ 355.00	\$ 35,500.00	\$ 200.00	\$ 20,000.00	\$ 375.00	\$ 37,500.00	\$ 65.00	\$ 6,500.00	\$ 200.00	\$ 20,000.00
WK ZN PAV MRK SHT TERM (TAB) TY Y-2	1,486	EA	\$ 1.30	\$ 1,931.80	\$ 1.00	\$ 1,486.00	\$ 1.50	\$ 2,229.00	\$ 3.00	\$ 4,458.00	\$ 2.00	\$ 2,972.00
REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	29,086	LF	\$ 0.50	\$ 14,543.00	\$ 0.50	\$ 14,543.00	\$ 0.50	\$ 14,543.00	\$ 1.17	\$ 34,030.62	\$ 0.65	\$ 18,905.90
REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	29,490	LF	\$ 0.50	\$ 14,745.00	\$ 0.50	\$ 14,745.00	\$ 0.50	\$ 14,745.00	\$ 1.17	\$ 34,503.30	\$ 0.65	\$ 19,168.50
REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	80	LF	\$ 19.65	\$ 1,572.00	\$ 19.65	\$ 1,572.00	\$ 19.65	\$ 1,572.00	\$ 12.00	\$ 960.00	\$ 10.00	\$ 800.00
REFL PAV MRK TY II-A-A	2,339	EA	\$ 2.55	\$ 5,964.45	\$ 2.55	\$ 5,964.45	\$ 2.55	\$ 5,964.45	\$ 7.80	\$ 18,244.20	\$ 9.00	\$ 21,051.00
REMOVE EXIST REFL PAV MRKR	740	EA	\$ 1.40	\$ 1,036.00	\$ 1.00	\$ 740.00	\$ 2.00	\$ 1,480.00	\$ 2.00	\$ 1,480.00	\$ 1.00	\$ 740.00
PORTABLE CHANGEABLE MESSAGE SIGN	2	EA	\$ 1,900.00	\$ 3,800.00	\$ 1,000.00	\$ 2,000.00	\$ 1,900.00	\$ 3,800.00	\$ 3,500.00	\$ 7,000.00	\$ 1,500.00	\$ 3,000.00
Total Bid (total of items in the Amount column above):				\$ 662,676.75		\$ 711,697.05		\$ 739,920.05		\$ 902,083.36		\$ 973,832.40