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Interlocal Agreement Between
The Capital Area Council of Governments and Burnet County
Regarding The Radio System and Recorder Integration Project

Sec. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. One of CAPCOG's functions includes the operation of the Capital Area Emergency Communications District ("CAECD' or "the District") a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended.

1.2. Burnet County (PUBLIC AGENCY) is a county in Texas that operates one Emergency Communications Center (ECC) that participates in the district as authorized by Texas Health and Safety Code chapter 772.

1.3. This agreement is entered between CAPCOG and PUBLIC AGENCY pursuant to Texas Government Code chapter 791 to reimburse the PUBLIC AGENCY for the purchase, installation, and configuration of Archiving Interface Server (AIS), Customer Enterprise Network (CEN), and replacement of existing recording control stations.

1.4 For purposes of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including CAPCOG and CAECD) and their representatives, individually, officially, and collectively.

1.5 CAPCOG and PUBLIC AGENCY collectively are referred to as "Parties' in this document.

Sec. 2. Goods and Services

2.1 The PUBLIC AGENCY agrees to complete the procurement and installation of Archiving Interface Server (AIS) and Customer Enterprise Network

(CEN) add-on with control station replacement in Burnet County.

2.2. The PUBLIC AGENCY agrees to be responsible for managing the project in accordance with the work program submitted to CAPCOG and incorporated into this agreement.

2.3. Upon completion and final acceptance, PUBLIC AGENCY agrees to assume ownership of the interoperable communications equipment purchased and is responsible for the support and routine maintenance of the interfacing components during the initial lifespan of the equipment in accordance with the equipment replacement schedule and in compliance with the terms of CAPCOG.

2.4. CAPCOG agrees to reimburse the PUBLIC AGENCY for the cost to complete the installation and configuration of the following equipment and software:

- One (1) Archiving Interface Server (AIS)
- One (1) Voice Processor Module (VPM) with AES Encryption
- One (1) rack mounted LCD KVM
- One (1) Customer Enterprise Network (CEN):
- One (1) LAN Switch
- One (1) Firewall
- GATRRS core level license to support AIS
- McAfee Anti-virus client license for the AIS
- Seven (7) APX Mobile Control Station
- Two (2) VHF Control Station Antennas and coax cabling to equipment room

These efforts will be completed in accordance with the described scope of work that is part of the drafted quote ("Archiving Interface Server (AIS) & Customer Enterprise Network (CEN) Add-On with Control Stations Replacement") provided by Motorola Solutions to the City of Austin dated November 6, 2023.

Sec. 3. Term of Agreement

3.1 The effective date of this agreement is **August 14, 2024,** and ends, unless sooner terminated under Sec. 9 10, or 11, on **August 31, 2025,** or extended by mutual agreement of project representatives

Sec. 4. Agreement Price and Payment Terms

4.1 CAPCOG agrees to reimburse PUBLIC AGENCY for the goods and services provided under this Agreement, a total amount not to exceed $173,036.00 as described in Attachment C.

4.2 PUBLIC AGENCY shall submit any invoice(s) requesting payment through e-mail to caecdaccounts@capcog.org and to CAPCOG's representative identified in Attachment B.

4.3. PUBLIC AGENCY agrees to certify each invoice as follows:

- PUBLIC AGENCY certifies that this invoice is correct and complete and that the amount requested has not been previously received
- PUBLIC AGENCY agrees to provide with the Invoice appropriate documentation for equipment purchases, delivery, and installation as well as services performed. A copy of the vendor's Invoice detailing aforementioned information and evidence of payment by the PUBLIC AGENCY in the form of a copy of a cashed check, ACH acceptance, or any other financial proof of the transaction.

4.4. CAPCOG agrees to pay PUBLIC AGENCY the amount owed on each Invoice within 30 calendar days after its receipt.

Sec. 5. Rights and Duties

5.1 To the extent authorized under Texas law, PUBLIC AGENCY agrees to hold harmless CAPCOG from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly on the negligence of, fault of, or breach of contract by CAPCOG and shall name CAPCOG (including those representatives and agents listed in Section 1.4 as additional Insured under PUBLIC AGENCY's general liability insurance policy or membership agreement in any government risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that CAPCOG (including those representatives and agents listed in Section 1.4 above) may seek coverage upon demand by CAPCOG (including those representatives and agents listed in Section 1.4 above), in the event of a covered claim.

5.2 The PUBLIC AGENCY agrees to waive any duty CAPCOG owes PUBLIC AGENCY by virtue of this agreement in the event any act, event, or condition adversely impacts the cost of performance of, or adversely affects the ability of CAPCOG to perform any obligation under this agreement and if such act, event or condition, in light of any circumstances is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of CAPCOG such action or inaction shall not be construed as a breach of this agreement or a willful or negligent act, error, omission or lack of reasonable diligence of CAPCOG. Circumstances included above, by way of example only, are:

(i) an act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy, terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;

(ii) the failure of any appropriate governmental agency or private utility to provide and maintain utilities;

(iii) any failure of title to the Facilities or any placement or enforcement of any lien, charge, or encumbrance on the Facilities or on any improvements thereon that is not consented to in writing by, or arising out of any action or agreement entered by, either party to the Agreement;

(iv) the inability of CAPCOG and its subcontractors to gain and maintain access to all areas of the Facilities and/or adjoining the Facilities where work is required to be performed hereunder;

(v) the preemption, confiscation, diversion, destruction, or other interference by, on behalf, or with authority of a governmental body relating to a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action, in the possession of property, equipment or materials located at the Facilities, or in the performance of the Services to be performed by CAPCOG hereunder;

(vi) strikes, work stoppages, or labor disputes affecting CAPCOG and any subcontractor (excluding material suppliers) of CAPCOG,

(vii) with respect to CAPCOG, damage to the Facilities caused by third parties not related to or under the control of the CAPCOG, including, but not limited to, contractors and subcontractors for the CAPCOG; and,

(viii) the failure of any CAPCOG subcontractor or supplier to furnish services, materials or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute Force Majeure if it affected the CAPCOG directly, and the CAPCOG is not able after exercising all reasonable efforts to timely obtain substitutes

Sec. 6. Compliance with Applicable Law and Policy

6.1 PUBLIC AGENCY agrees to comply with all APPLICABLE LAW and POLICY in carrying out this Agreement. including any purchases or reimbursement requests made hereunder

Sec. 7. Independent Contractor

7.1. PUBLIC AGENCY is not an employee or agent of CAPCOG, but it performs this contract solely as an independent contractor.

Sec. 8. Assignment and Subcontracting

8.1. PUBLIC AGENCY may not assign its rights or subcontract its duties under this Agreement without the prior written consent of CAPCOG An attempted assignment or subcontract in violation of this Sec. 8.1 is void

Sec. 9. Records and Inspections

9.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance, costs, and receipts under this Agreement PUBLIC AGENCY agrees to maintain these records at PUBLIC AGENCY's office address described in Sec 15.

9.2. Subject to the additional requirement of Sec 9 3, PUBLIC AGENCY agrees to preserve the records for four years after receiving its final payment under this Agreement.

9.3. If an audit of or information in the records is disputed or the subject of litigation, PUBLIC AGENCY, agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this Agreement.

9.4. CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this Agreement for as long as they are preserved.

9.5. CAPCOG is also entitled to visit PUBLIC AGENCY's offices and talk to its personnel during normal business hours to assist in evaluation of its performance under this Agreement.

Sec. 10. Proprietary or Confidential Information

10.1. All information in CAPCOG's possession is public information and is subject to disclosure to third parties upon request, unless exempted from disclosure by the Texas Public Information Act.

10.2. If PUBLIC AGENCY believes that information it submits to CAPCOG is proprietary or confidential and is not disclosable to a third party, PUBLIC AGENCY must clearly mark the information as proprietary or confidential and inform CAPCOG in writing that PUBLIC AGENCY will contest disclosure of the information if disclosure is requested under the Texas Public Information Act.

10.3. If the allegedly proprietary or confidential information is clearly marked as such and CAPCOG was informed of PUBLIC AGENCY's desire to keep the information confidential, CAPCOG agrees to use the information only in performing this Agreement and to take reasonable precautions to protect the information from unauthorized disclosure to third parties. CAPCOG agrees to refuse to disclose the information, if requested to do so under the Texas Public Information Act, and instead to request an Attorney General's decision on whether the information may be disclosed. CAPCOG agrees to inform PUBLIC AGENCY of any request for disclosure of the information under the Texas Public Information Act.

Sec. 11. Termination of Agreement without Cause

11.1. Agreement may be terminated by either party with a 60-day written notice delivered under the terms of Section 15

Sec. 12. Suspension or Termination of Agreement for Unavailability of Funds

12.1 PUBLIC AGENCY acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may suspend its payment obligations under or terminate this Agreement in whole or part if CAPCOG learns that funds to pay for all or part of the goods and services will not be available at the time of delivery or performance. If CAPCOG suspends or terminates only part of this agreement for unavailability of funds. PUBLIC AGENCY agrees to perform the unsuspended or unterminated part if CAPCOG so requests

12.2. CAPCOG suspends or terminates this agreement for unavailability of funds by giving PUBLIC AGENCY notice of the suspension or termination, as soon as it learns of the funding unavailability. specifying the suspension or termination date, which may not be fewer than 10 business days from the notice date, and describing the part or parts suspended or terminated. The Agreement is suspended or terminates on the specified termination date.

12.3 If this agreement is suspended or terminated for unavailability of funds under Sec. 12, PUBLIC AGENCY is entitled to compensation for the services it performed before it received notice of suspension or termination However, CAPCOG is not liable to PUBLIC AGENCY for costs it paid or incurred under this Agreement after or in anticipation of its receipt of notice of suspension or termination.

Sec. 13. Termination for Breach of Contract

13.1. If PUBLIC AGENCY or CAPCOG breaches a material provision of this Agreement, the other may notify the breaching party describing the breach and demanding corrective action The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the Agreement or either party may invoke the dispute resolution process of Sec. 14

13.2. Termination for breach under this section does not waive either party's claim for damages resulting from the breach

Sec. 14. Dispute Resolution

14.1 The parties desire to resolve disputes arising under this Agreement without litigation Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with Sec 14, toll the statute of limitations, or seek an injunction, until they exhausted the procedures set out in this Sec. 14.

14.2. At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this Agreement. The representatives appointed shall determine the location, format, frequency, and duration of negotiations.

14.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

14.4. The parties agree to continue performing their duties under the Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

Sec. 15. Notice to Parties

15.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is acknowledged as received via e-mail by the intended recipient; (2) when it is delivered to the party personally; (3) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Sec. 15.2 and signed on behalf of the party; or (4) three business days after it's deposited in the United States mail, with first-class postage affixed, addressed to the party's address specified in Sec. 15.2.

15.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Betty Voights, Executive Director. PUBLIC AGENCY's address is 1601 E Polk St. Burnet, Texas 78611.

15.3. A party may change its address by providing notice of the change in accordance with Sec. 15.1.

Sec. 16. Attachments

16.1. The following attachments are part of this agreement:

- Attachment A: Motorola Solutions Proposal - "Archiving Interface Server & Customer Enterprise Network Add-On with Control Stations Replacement"
- Attachment B: Project Representatives and Records Location
- Attachment C: Pricing Summary and Schedule

Sec. 17. Miscellaneous

17.1. Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

17.2. This Agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

17.3. This Agreement is binding on and inures to the benefit of the parties' successors in interest.

17.4. This Agreement is performable in Travis County, Texas, and Texas law governs the interpretation and application of this contract.

17.5. This Agreement is executed in duplicate originals.

PUBLIC AGENCY	CAPITAL AREA COUNCIL OF GOVERNMENTS
By	By
Name James Oakley	Name Betty Voights
Title County Judge	Title Executive Director
Date	Date 8/16/24

Date of governing body approval: 8/14/2024

Attachment B: Project Point of Contact and Records Location

CAPCOG Project Representative

The individual named below is the CAPCOG Project Point of Contact, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG Project Representative or their indicated designee. Additionally, all invoices documentation must be sent to [illegible]

Name Richard Morales

Telephone Number 512-916-6004

Title Director, ECD

Fax Number 512-916-6001

Email rmorales@capcog.org

Capital Area Council of Governments
6800 Burleson Rd.
Building 310, Suite 165
Austin, Texas 78744

PUBLIC AGENCY Project Representative

Name J. Oakley

Telephone Number

Title County Judge

Fax Number

Email

Designated Location for Records Access and Review

PUBLIC AGENCY designates the physical location below for record access and review pursuant to any applicable provision of this Contract:

1601 E Polk St.
Burnet, Texas 78611

Attachment C: Pricing Summary and Schedule

Pricing Summary: Motorola has agreed to provide the following equipment and services to Burnet County:

Description	Price
System Integration	$101,068.00
Equipment Total	$107,822.50
Discount	($28,261.00)
Grant Total Excluding Warranty	$173,036.75

Payment Schedule Between Motorola and Burnet County

Except for a payment that is due on the Effective Date, Customer (Burnet County) will make payments to Motorola within thirty (30) days after the date of each invoice Customer will make payments due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

1. 50% of the Contract Price due upon contract execution (due upon effective date); and
2. 50% of the Contract price due upon Final Acceptance.

Motorola shall make partial shipment of equipment and will request payment upon shipment of such equipment.
For Lifecycle Plan if not purchased in full upfront, Motorola will invoice Customer in advance of each year of the plan.

Reimbursement Schedule Between Public Agency (Burnet County) and CAPCOG (CAECD)

Total Cost to Public Agency	Public Agency Contribution	CAECD Funding Requested	CAECD Approved Funding	Project Cost Details
$211,000.50	$37,963.75	$173,036.75	$173,036.75	Installation and configuration of Archiving Interface Server (AIS), Customer Enterprise Network (CEN), and replacement of existing recording control stations.

Upon completion of final acceptance of the project by the Public Agency, the Public Agency will provide to CAPCOG a copy of all invoices with copy(s) of the remittance check(s), cashier's check(s), or wire transfer(s)/ACH drawn on a U.S. financial institution and made payable to Motorola for the Archiving Interface Server (AIS), Customer Enterprise Network (CEN), and control station replacements.