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This Interlocal Agreement (the "Agreement") is made and entered into by and between WILLIAMSON COUNTY and the CITY OF LEANDER, sometimes referred to herein singularly as the "party" or collectively as the "parties", both of which are local governments and political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code, Chapter 791, Section 791.011(a) and Section 791.011(c)(2) provides that local governments may contract with other local governments to perform governmental functions and services that each party to the contract is authorized to perform individually; and

WHEREAS, mutual-aid and automatic-aid providers for the Leander Fire Department are serviced by Williamson County Emergency Communications; and

WHEREAS, Williamson County is currently installing new public safety technology programs such as computer aided dispatch, fire records management, automatic vehicle locators (AVL), and mobile data services; and

WHEREAS, Williamson County is extending these services to the Leander Fire Department if served by the County; and

WHEREAS, representatives of the parties have met periodically with other political subdivisions located within Williamson County, all of which share common interests in the continued improvement of emergency communications, and all of which desire to participate in the Williamson County Public Safety Technology Program, receive emergency communications services; and

WHEREAS, the parties have reached agreement on certain areas of common concern, including the need for the Leander Fire Department to continue to receive emergency communications services from Williamson County; and

WHEREAS, the Leander Fire Department desires to contract in this Agreement for the continuation of emergency communications services from the County at no cost; and

WHEREAS, Williamson County desires to contract in this Agreement for the provision of comprehensive emergency communications services to the Leander Fire Department at no cost; and

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

SECTION 1 **DEFINITIONS**

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

Overarching Definition: Williamson County Emergency Communications is recognized by the State of Texas as the Primary Warning Point for county emergency communications and provides public safety communications services to the majority of law enforcement, fire services, and emergency medical providers within the County. In addition, the department plays an integral role in emergency management operations both within the County and the Capital Region.

1. Advisory Board - The “Advisory Board” shall mean the Williamson County Fire Chief’s Association “Communications Committee” body that provides recommendations to the County Emergency Communications Director/Williamson County as to issues relating to the overall services of the Williamson County Radio Communications System (RCS), management and operations issues, system issues, and other issues relating to areas delineated in this Agreement in Section 6.

2. Comprehensive Emergency Communications Services - shall mean the receiving of 911 telephone calls for County service area and as established in Exhibit A, Standard Operating Guidelines, non-emergency telephone calls for services, radio requests for services, primary dispatch center for fire response, monitoring of all fire services radio traffic, System Status Management (SSM) of fire resources, computer aided dispatch, mobile data services, automatic vehicle locators (AVL), mutual/automatic aid resource management, fire records management system, and other services typically offered by an emergency communications center to a customer fire- rescue services organization. These typical services also include subscriber unit (radio) services, maintenance, alias database management, installations, removals, remounts, technical services, programming, and interoperability coordination.

3. Agency-specific Equipment - “Agency-specific Equipment” shall mean equipment purchased by the City of Leander for emergency voice and data communications including, but not limited to; radio and paging subscriber units such as pagers, mobile radios, portable radios, base station radios, antenna systems, vehicle intercom and headset systems, mobile computer devices, GPS units, and internet connectivity devices.

4. **City** - "City" shall mean and include the City of Leander, Texas. Any reference in this Agreement to any such City or Cities shall include the respective officers, agents, employees and departments of such City or Cities.
5. **Day** - "Day" shall mean a calendar day.
6. **Employee** - "Employee" shall mean a person holding a position listed in the RCS Budget.
7. **FCC** - The "FCC" shall mean the Federal Communications Commission.
8. **Fiscal Year**- "Fiscal Year" shall mean the fiscal year (as adopted by the Program Manager/Williamson County) which begins on each October 1st and ends on each September 30th of the following year.
9. **Party-owned Enhancement** - A "Party-owned Enhancement" shall mean any addition to the RCS,, such addition being owned by an RCS Party or Associate, that does not necessarily benefit all RCS Parties and Associates, including the installation of IR Sites purchased and implemented by an RCS Party or Associate that serve to enhance a specific geographic coverage area but that are not designed to benefit all RCS Parties and/or Associates under normal daily operations; station antenna systems, station alerting systems, etc.
10. **Program Manager** - The "Program Manager" shall mean Williamson County, Texas, and its designated entity or person employed to perform specified functions.
11. **PSAP** - "PSAP" shall mean "Public Safety Answering Point" which is a communications center that answers 911 telephone calls.
12. **RCS Associate** - "RCS Associate" shall mean an entity that is a user of the RCS, that is eligible to use the licensed frequencies under FCC rules and regulations, but that is not a full RCS Party as defined herein and, as such, has no membership right or eligibility to the RCS Advisory Board. In addition to the other requirements set forth herein, each RCS Associate shall be required to execute an interlocal agreement with Williamson County prior to becoming a user of the RCS. Such interlocal agreement shall serve as evidence that the RCS Associate has agreed to be bound by the terms and conditions of this Agreement. When such entities are referred to herein in the plural, they shall be termed "RCS Associates". Associates are all entities using the RCS other than those specifically defined as "RCS Parties" defined herein.
13. **RCS Infrastructure** - "RCS Infrastructure" shall mean all system hardware and software necessary for the normal operation of both the RCS and RCS Infrastructure Equipment. The term "RCS Infrastructure" does not include Party-owned Enhancements, Subscriber Equipment and Agency-specific Equipment.

14. RCS Infrastructure Equipment - "RCS Infrastructure Equipment" shall mean all critical system equipment necessary to operate the RCS including but not limited to RCS tower sites, RCS Prime Site Controller, and connectivity devices utilized between the RCS Prime Site or Backup Site and the City of Austin. The term "RCS Infrastructure Equipment" does not include Subscriber Units, Party-owned Enhancements, Agency-specific Equipment, or connectivity devices between each PSAP and the RCS Prime Site, Backup Site or the City of Austin.

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

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

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

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

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

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

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

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

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

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

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

26. Williamson County Radio Communications System (the "RCS") - The "RCS" shall mean the Williamson County digital radio communications system serving all RCS Parties and Associates.

SECTION 2

PURPOSE

The general purpose of this Agreement is to the continuation of comprehensive emergency communications services from Williamson County, Texas to the City of Leander Fire Department.

The parties to this Agreement have developed initial service level objectives attached hereto as Exhibit "A" and incorporated herein by reference for all appropriate purposes, and the parties to this Agreement have developed system performance measurements and call processing guidelines attached hereto as Exhibit "B" and incorporated herein by reference for all appropriate purposes.

SECTION 3

TERM OF AGREEMENT; AND EFFECTIVE DATE

This Agreement shall commence on and be deemed to be effective as of seven o'clock on the morning of November 1, 2010 (0700hrs, 11/1/2010). The initial term of this Agreement is for one year ending October 31, 2011 (the "Initial Term"), subject to the rights of withdrawal and termination as contained herein. From and after the Initial Term, this Agreement shall renew and extend automatically under the terms and conditions then in effect and for the consideration as indicated in this Agreement for successive one year periods.

SECTION 4

ADVISORY BOARD

Subsection 4.01: General Purpose. The parties hereto expressly acknowledge that the Advisory Board shall be advisory in nature. Notwithstanding anything contained herein to the contrary, the parties hereto expressly acknowledge that the Advisory Board shall have no authority to obligate the Emergency Communications Director/Williamson County in any financial way, nor shall the Advisory Board have the authority to make expenditures of funds.

The organizational structure of the Advisory Board is voluntary in nature and composed of interested parties of the Williamson County Fire Chief's Association. This Advisory Board is informal and meets ad hoc as necessary to discuss emergency communications needs or services. The Advisory Board is an established body, managed by, and subordinate to the Williamson County Fire Chief's Association.

Subsection 4.02: Composition. The parties hereto expressly acknowledge that the Advisory Board shall consist of only Williamson County Fire Chief's Association members. There are no term limits and membership is open to those interested in participation.

Subsection 4.03: Duties. The Advisory Board's duties and authority shall be as follows:

1. Annually review local, regional, and state radio interoperability communications plans as needed. Continuously review and revise existing emergency communications policies and procedures as needed; discuss mutual/automatic aid communications plans to include in/out of county fire-rescue-incident management responses; review radio system coverage and discuss improvements when needed.
2. Review and make recommendations to the Emergency Communications Director/Williamson County regarding the operating policies and procedures for the RCS or emergency communications center, including policies relating to radio resource management, training of communications and field personnel, system security, fleet mapping management, alias database management, capacity management, FCC compliance, and interoperability among Williamson County agencies and with other radio systems;
3. Regularly review the service level objectives and system performance measurements for emergency communications services and recommend actions to ensure reliable performance;
4. Develop and recommend System-owned Enhancements to the Emergency Communications Director/Williamson County, if and as needed, to ensure desired functionality and performance.

Subsection 4.04: Terms. The term of each Advisory Board Member is unlimited.

Subsection 4.05: Attendance Requirements. NONE

Subsection 4.06: Procedures for Advisory Board Meetings. The Advisory Board shall meet at the discretion of Williamson County or at the request of the Williamson County Fire Chief's Association. The Williamson County Fire Chief's Association (WCFCA) shall preside at each Board Meeting. The entity requesting the Board Meeting shall provide all parties with at least ten (10) days notice of proposed dates for regular meetings. The Emergency Communications Director/Williamson County and/or any Advisory Board Member may place an item on the Advisory Board's meeting agenda by submitting the item to the WCFCA at least five (5) days prior to the next scheduled meeting. The WCFCA shall submit the official agenda to the Advisory Board Members by the time that it is posted. There are no requirements to follow the Texas Open Meetings Act, but in any event not later than seventy-two (72) hours prior to the scheduled meeting.

SECTION 5 **AMENDMENTS**

Subsection 5.01: Proposal of Amendment. Either party to this Agreement may propose an amendment to this Agreement to the other party. Both parties shall consider the proposed amendment and make a recommendation to their respective governing bodies. The Emergency Communications Director/Williamson County shall review such proposed amendment and decide to accept or deny the proposed amendment, and shall thereafter notify the other party and Associate, in writing, of its decision to accept or deny the proposed amendment.

Subsection 5.02: Adoption of Amendment. An amendment to this Agreement shall be effective when adopted by the governing bodies of the parties. A party whose governing body does not adopt such amendment may withdraw from participation in the Agreement as provided herein. Each amendment to this Agreement shall be formalized in a written document and shall be signed by all parties. All amendments that are proposed and adopted shall be binding on each party.

SECTION 6 **STAFFING AND OPERATIONS**

Subsection 6.01: Emergency Communications Duties. The County shall provide personnel to perform all required duties for the provision of comprehensive emergency communications including, but not limited to, the day-to-day technical operations of the emergency communications system as such relate to the services provided to the City of Leander Fire Department. All actions of the Emergency Communications Center shall be performed under the direction of the Emergency Communications Director/Williamson County.

Subsection 6.02: Emergency Communications Director Duties and Responsibilities. At a minimum, the Emergency Communications Director shall have the following duties and responsibilities:

1. *Minutes.* Assign a designee to maintain minutes of the Advisory Board meetings;

2. *Operations Authority and Recommendations.* Have operational authority of the system for daily operations, and consider recommendations from the Advisory Board on standard operating procedures and maintenance of the system;
3. *Supervision.* Supervise and oversee the personnel that are provided by Williamson County to support the system;
4. *Dispute Resolution.* Provide the first level of administrative dispute resolution to the parties as such disputes relate to the operation of the system;
5. *Retention of System Related Documents and Agreements.* Maintain a current copy of this Agreement, any amendments to this Agreement, the most current version of all exhibits made a part of this Agreement, all program records of the system. Such documentation shall be kept in the Emergency Communications Director's Office and be made available for inspection by the parties;
6. *Template Control.* Maintain a current copy of each Subscriber Unit and template used on Agency-specific consoles operating on the RCS. Each RCS Party and Associate is responsible for updating its respective templates and providing said copies to Williamson County. The Emergency Communications Director/Williamson County shall make templates available to all RCS Parties and Associates upon request. The Emergency Communications Director/Williamson County shall also maintain a copy of all Template Interlocal Agreements, Memorandums of Understanding, and written agreements between RCS Parties, Associates, and other agencies authorizing the sharing, programming, and usage of any channels on the RCS. The Emergency Communications Director/Williamson County will coordinate subscriber unit templates and fleet mapping to ensure that interoperability requirements are met between all users of the RCS and the Greater Austin/Travis County Regional Radio System (GATRRS);
7. *Performance Reports.* Quarterly, or more frequently if specifically requested by the Advisory Board, provide the Advisory Board with at least one report of System performance measures, as included in the Annual System Assessment described herein;
8. *Standard Operating Procedures.* Develop, distribute, and revise current standard operating procedures for the System(s);
9. *Annual System Assessment.* Annually, or more frequently if specifically requested by the Advisory Board, provide the Advisory Board with a system assessment as to the capacity, coverage, and utilization of the RCS;
10. *RCS Availability.* Assist the RCS Parties and Associates in working to ensure operational and technical availability of RCS features to all RCS Parties and Associates which support interactions and communications with other public safety systems.

SECTION 7
LEVEL OF SERVICES

The Emergency Communications Director/Williamson County shall provide the City of Leander Fire Department with a level of service which is, at a minimum, in compliance with the service level objectives and system performance measurements attached hereto as Exhibit "A" and Exhibit "B" respectively.

SECTION 8
WILLIAMSON COUNTY RADIO COMMUNICATIONS SYSTEM "RCS"

The RCS is owned and managed by the County. The RCS is utilized by Partners and Associates as defined in the Agreement. The Williamson County RCS Interlocal Agreement, of which the City of Leander is an Associate, is attached hereto as Exhibit "D". The RCS Interlocal Agreement remains in full force upon the execution of this Agreement.

SECTION 9
COSTS

This Agreement between Williamson County and the City of Leander is a No-Cost Agreement. Each party shall satisfy the party's respective financial obligations, if any, under this Agreement from current revenue funds. Williamson County agrees to provide comprehensive emergency communications services as defined herein to the City of Leander Fire Department. This includes participation in the Public Safety Technology Program (PSTP). The PSTP is still under development. As the project develops, additional Agreements will be required and appended to this Agreement for access, participation, and service level definitions.

SECTION 10
COMPLIANCE AND GOOD FAITH DEALING

The parties to this Agreement shall provide and receive services in a manner consistent with the Standard Operating Procedures of the Williamson County Emergency Communications Center, in compliance with all applicable FCC Rules and Regulations, and in compliance with all applicable federal, state, and local laws.

When dealing with emergency communications related problems or issues, parties shall utilize the Emergency Communications Director as the primary point of contact. Parties shall work in good faith with the Emergency Communications Director/Williamson County to attempt to resolve problems relating to emergency communications. Parties shall be solely financially responsible for any FCC penalties or fines or any other type of financial encumbrance caused by the actions of that specific party.

SECTION 11
WITHDRAWAL; BREACH AND TERMINATION

Subsection 11.01: Right to Withdraw. Either party has the right to withdraw from this Agreement by providing express written notice of its decision to withdraw to the Advisory Board, and the Emergency Communications Director/Williamson County, at least one hundred eighty (180) days prior to its projected withdrawal date. Any withdrawing party shall remain obligated to pay all costs and fees which were lawfully incurred by such party prior to the date of its withdrawal.

Subsection 11.02: Incidents of Breach. A breach of this Agreement shall include, but not be limited to, the following:

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

Subsection 11.03: Notice of Breach and Termination. The decision to exercise the rights and remedies granted by this Section must be approved in writing, in advance, by the Williamson County Commissioner's Court. If a Party commits a breach as delineated herein, the Emergency Communications Director/Williamson County shall deliver written notice of such breach to the breaching Party. Such notice must specify the nature of the breach and inform the breaching Party or Associate that unless the breach is cured within thirty (30) days

of receipt of the notice, additional steps may be taken to terminate the breaching Party under this Section. If the breaching Party begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by the Emergency Communications Director/Williamson County, so long as the breaching Party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the breach. If, in the opinion of the Emergency Communications Director/Williamson County, the breaching Party does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, the breaching Party shall be deemed to be in breach and the Emergency Communications Director/Williamson County may deliver written notice to the breaching Party which specifies the following:

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

Following the effective date of termination of a Party, such terminated Party shall immediately cease and desist from acts contemplated herein, and the County will cease to provide emergency communications services to the terminated Party. The terminated Party may be subject to "System Lock-out" whereby its use of certain technologies such as computer aided dispatch (CAD) shall be restricted. The Emergency Communications Director/Williamson County and the remaining Parties shall not be liable for any damages that may arise due to the locking out of a terminated Party. A terminated Party shall remain obligated to pay all costs and fees that were lawfully incurred by such Party prior to the date of its termination.

Section 11.04: Failure to Ratify. In the event that a governing body of a Party fails to ratify and execute this Agreement or any subsequent amendments that are adopted in accordance with the terms of this Agreement, such Party may, at the discretion of the Emergency Communications Director/Williamson County, be restricted or suspended from receiving emergency communications services until such time as approval and/or ratification is obtained.

SECTION 12

LIMITATION OF LIABILITY

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

SECTION 13

MISCELLANEOUS PROVISIONS

Subsection 13.01: Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be valid and enforceable.

Subsection 13.02: Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

Subsection 13.03: Incorporation of Exhibits and Attachments. All of the exhibits and attachments referred to in this Agreement are incorporated by reference as if set forth herein verbatim.

Subsection 13.04: No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any Party, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each Party does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Subsection 13.05: Choice of Law; Jurisdiction and Venue. This Agreement shall be performable in Williamson County, Texas. This Agreement and all of the rights and obligations of the Parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without reference to its conflicts of law provisions. Williamson County shall be the sole place of jurisdiction and venue for any legal action arising from or related to this Agreement.

Subsection 13.06: Assignment. Except as otherwise provided in this Agreement, the rights and duties of the Emergency Communications Director, Williamson County and the Parties may not be assigned or delegated without the prior written consent of all the Parties. Any authorized assignment or delegation of such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.

Subsection 13.07: No Personal Benefit. No party to this Agreement intends to (1) benefit any person who is not either named as a Party; (2) assume any special duty to supervise the operations of another Party; (3) provide for the safety of any specific person; or (4) assume any other duty other than that imposed by this Agreement and general law.

Subsection 13.08: Notice. Any notice given hereunder shall be in writing, and shall be delivered by personal delivery, or by registered or certified mail, with return receipt requested, at the address of the respective parties indicated below:

Williamson County
c/o: Emergency Communications Director
508 South Rock Street
Georgetown, Texas 78626

Williamson County
c/o Williamson County Judge
710 South Main Street
Georgetown, Texas 78626

The above addresses for notice may be changed at any time by delivering written notice of change to the Emergency Communications Director/Williamson County in accordance with the notice requirements contained herein.

Subsection 13.09: Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular

number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Subsection 13.10: Attorneys Fees. In any lawsuit concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party, plus out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

Subsection 13.11: Compliance with Applicable Laws. All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority. Nothing in this Agreement is intended to conflict with any Party's zoning, franchise, or health and safety authority.

Subsection 13.12: Dispute Resolution. Should dispute arise between any parties to this Agreement concerning the terms of this Agreement, the dispute shall be first presented for resolution to the Emergency Communications Director. If the Emergency Communications Director cannot timely resolve the issue, the Emergency Communications Director or the Party shall then recommend that the issue be referred to the Williamson County Senior Director of Emergency Services. If an amicable resolution cannot be reached, Williamson County will retain a certified mediator to attempt to mediate a resolution to the conflict. Any costs of mediation will be shared equally by parties involved in the dispute subject of the mediation. If a resolution cannot be obtained through such mediation, the parties may then litigate the dispute in a court of competent jurisdiction.

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

Subsection 13.13: Abatement of Costs. Parties and Associates shall not be entitled to any damages, nor to any abatement or reduction of any fees for any repairs, alterations, additions or temporary failures of the emergency communications system.

Subsection 13.14: Independent Relationships. The Parties shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

Subsection 13.15: Execution in Multiple Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all Parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.

Subsection 13.16: Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all other oral and/or written negotiations, agreements, and understandings of every kind. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands on this _____ day of _____, 2010.

WILLIAMSON COUNTY

ATTEST:

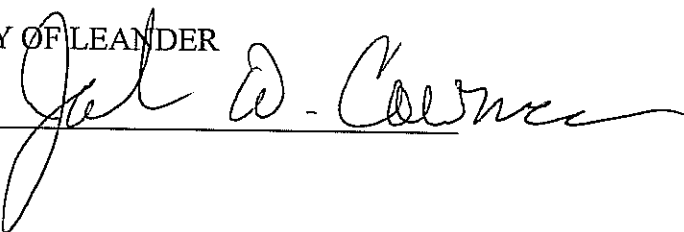
By: _____
DAN A. GATTIS,
Williamson County Judge

By: _____
NANCY RISTER,
Williamson County Clerk

By: _____
JOHN SNEED
Senior Director of Emergency Services

By: _____
PATRICK COBB
Director of Emergency Communications

CITY OF LEANDER

By:  _____

Subsection 13.16: Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all other oral and/or written negotiations, agreements, and understandings of every kind. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands on this _____ day of _____, 2010.

WILLIAMSON COUNTY

ATTEST:

By: _____
DAN A. GATTIS,
Williamson County Judge

By: _____
NANCY RISTER,
Williamson County Clerk

By: _____
JOHN SNEED
Senior Director of Emergency Services

By: _____
PATRICK COBB
Director of Emergency Communications

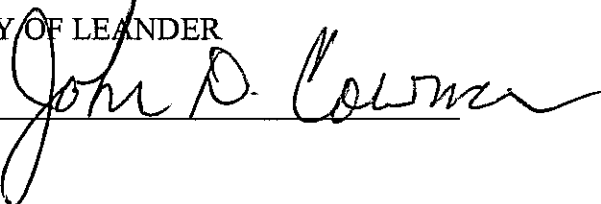
CITY OF LEANDER
By:  _____

EXHIBIT A

STANDARD OPERATING GUIDELINES

HISTORY

The City of Leander Police Department is the 9-1-1 PSAP for the City of Leander. The City PSAP receives all 9-1-1 calls made within the city limits.

PURPOSE

To ensure all 9-1-1 calls or non-emergency calls for service received from within the City requiring fire department or emergency medical services response receives prompt transfer to Williamson County Emergency Communications for processing and emergency services dispatching.

PROCEDURE

1. The CITY PSAP will receive initial 9-1-1 or non-emergency telephone calls for service requiring fire department or emergency medical services.
2. The CITY PSAP will triage these calls following established internal guidelines.
3. When a 9-1-1 call(s) has been determined to require fire department or emergency medical services, the CITY PSAP will promptly transfer the caller to Williamson County Emergency Communications via the 9-1-1 PLANT/CML equipment.
4. When a non-emergency call for service is received by CITY PSAP, the CITY PSAP will transfer the non-emergency caller to the COUNTY PSAP via traditional non-emergency circuits; or notify the COUNTY PSAP via telephone.
5. The CITY PSAP will identify themselves to Williamson County Emergency Communications during the call transfer process and announce to COUNTY that they are transferring a fire or medical call.
6. The COUNTY PSAP will process the transferred call following internal guidelines and dispatch the appropriate fire department resources.
7. The CITY PSAP may remain on the line or disconnect from the live call after the transfer has successfully occurred and the COUNTY PSAP has made contact with the caller.

Exhibit B – Initial Service Level Objectives

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

System loading is one key characteristic of measuring a system's effectiveness as well as the need to plan for expansion should loading and traffic patterns suggest that the system infrastructure is approaching a saturation point. System loading encompasses several different components including, but not limited to; non-emergency telephone traffic, emergency telephone traffic, case number generation, radio system utilization, etc.

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

Non- radio measurement of loading to monitor telephone and CAD transactions are also defined by a Grade of Service, where Grade of Service is the probability of a user receiving a specific service within an agreed upon parameter such as number of telephone rings before answering, number of radio calls before answering during a specified time interval measured. The "Busy Hour" is defined as the hour within a 24 hour period that has the highest average traffic load, averaged over a statistically significant number of days.

Through advance, long-range planning and ongoing assessment of current system loading, forecasted growth in population, call volume, and technological developments, the Emergency Communications Director will responsibly and methodically plan for keeping the emergency communications system functioning at a level that will continually meet or exceed the reasonably foreseeable demands of the system and the users that it supports.

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

As such, the Emergency Communications Director will continuously and proactively monitor system performance, actual measured growth and system demand over time, and anticipated growth in users and population, and all other known factors affecting system loading and performance. This monitoring will be an integral part of system planning, and plans will be in place well in advance of need for system expansion, to allow for orderly funding processes and

lead time for development of system expansion, be it for equipment acquisition and construction to any needed land acquisition and development, increase in communications staff or other factors.

Funding needs and availability will be identified and communicated in a timely manner to allow Williamson County to have adequate time for identifying and securing funding, and to identify any potential funding impacts on Parties. Additionally, the Emergency Communications Director will maintain awareness of obsolescence or dates for manufacturer abandonment of support of infrastructure components and subscriber equipment, and will advise all Parties of any such dates in order to provide adequate advance notice to Parties for anticipated financial obligations on their parts for subscriber equipment or any other user-owned equipment.

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

Service measurements also include standards and policy compliance for all Parties. Williamson County Emergency Communications has adopted and abides by the emergency communications standards published by the National Academy of Emergency Dispatch (NAED). All fire-rescue/EMS communications professionals are certified Emergency Fire and Emergency Medical Telecommunicators by the NAED. As such, the County follows stringent quality control/assurance procedures established by NAED.

Williamson County Emergency Communications is NIMS compliant adhering to the Incident Command System as doctrine relates to operability, interoperability, emergency communications, and information management.

No unconditional guarantees of operability are implied or provided. Furthermore, no unconditional guarantees of funding availability are implied or can be provided.

Exhibit C – System Performance Measurements

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

Radio Measurement factors will include:

Measured Item	Metric
System busy signals	• Number of busy signals received by hour/day
Subscriber units	• Total number, and number per channel pair
Coverage	• Signal strength measurements • Propagation modeling • Population density overlays
System Loading	• Percentage of time per hour that a radio transmission (base or mobile) is taking place per radio frequency pair • By hour, by day

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

Communications Center Services Measurement factors will include:

Measured Item	Metric
Non-Emergency Telephone	• Number of rings per call
Emergency Telephone	• Length of time and number of rings per call
Redundant Call-Back	• Percentage of time per hour that a field unit must repeat radio calls to County • By hour, by day