



SCANNED

WILLIAMSON COUNTY RADIO COMMUNICATIONS SYSTEM

508 Holly Street
Georgetown, Texas 78626
Phone (512)-943-3575

COPY

ADVISORY BOARD

Williamson County
City of Cedar Park
City of Georgetown
City of Round Rock
Hutto/ESD#3

SYSTEM MANAGER
Catherine Roberts

Wireless Communications Services Division
Attn: Chuck Brotherton
1006 Smith Road
Austin, Texas 78721

January 15, 2013

Mr. Brotherton,

Please find the partially executed documents for signature from Williamson Wireless Communication for the GATRRS Master Site Inter-local agreement between the COA and Williamson County for Master Site connectivity. Approval for services was granted in Commissioner's Court, 13 November 2012. Two copies are for your records, please return third copy fully executed. If you have any questions please feel free to contact me at the below listed number.

Regards,

Catherine L. Roberts

Wireless Communications Manager
Williamson County
508 Holly Street
Georgetown, TX 78626
Office 512-943-3575
Pager 512-205-2923

Dedication to Service and Our Customers




City of Austin

Law Department Memo

City Hall, 301 West 2nd Street, P.O. Box 1088
Austin, Texas 78767-8828
(512) 974-2268

TO: Marc A. Ott, City Manager

THROUGH: Karen M. Kennard, City Attorney

FROM: Tamara Kurtz, Assistant City Attorney 

DATE: January 25, 2013

SUBJECT: Execution of the Master Site Radio Communications System Interlocal Agreement with Williamson County

Three originals of the above referenced agreement are attached for your signature. This legally sufficient Agreement authorizes Williamson County to connect its radio communication system to the "Master Site" or central control point of the Greater Austin Travis County Regional Radio System (GATRRS). Costs for this connection will be the responsibility of Williamson County.

The connection of Williamson County radio system to GATRRS will facilitate interoperable and seamless radio communications for public safety between Williamson County users and other GATRRS users which include the City of Austin, Travis County, University of Texas at Austin, and Austin Independent School District. Williamson County's connection to GATRRS will increase the coverage "footprint" of the regional radio system and allow the City's public safety responders' radios to operate in counties adjacent to the City.

This memorandum confirms that the Law Department has reviewed this agreement, and further confirms the following:

- The City has the authority to enter into this agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Gov't Code.
- Council authorized the negotiation and execution of this Interlocal Agreement with Williamson County.
- Council also authorized the use of Interlocal Agreements for Master Site Use with other named government agencies to improve radio communication interoperability for public safety. As each agreement is finalized with the other governmental agency, the agreement will be provided to you for signature.

Please let me know if you have any questions. Thank you.

**Master Site Radio Communications System Interlocal
Cooperation Agreement
Between
City of Austin and Williamson County**

This Interlocal Cooperation Agreement ("Agreement") is between City of Austin ("City"), a Texas home-rule and municipal corporation, in its capacity as Program Manager for City of Austin, Travis County, Austin Independent School District, and The University of Texas at Austin, under an 800 MHz Trunked Voice Radio System Implementation Interlocal Agreement, and Williamson County, a political subdivision of the State of Texas.

Whereas, the City is the Program Manager of the trunked P25 integrated voice and data interoperable radio communications system known as the Greater-Austin-Travis County Regional Radio System that operates in the Austin-Travis County metropolitan area;

Whereas, the Austin City Council authorized the City to cooperate with other governments to establish the Texas Radio Coalition to plan and develop a statewide wireless interoperable communication system composed of local and regional systems under local control as stated in Ordinance No. 20070419-003;

Whereas, the City identified certain Texas governmental entities' wireless communication systems and consoles that could be connected to the Greater Austin-Travis County Regional Radio System Master Site to improve the ability of public safety providers' interoperability and seamless communications for public safety;

Whereas, the City, as Program Manager for the Greater Austin-Travis County Regional Radio System, has the authority to contract and administer this Agreement on behalf of its Greater Austin-Travis County Regional Radio System Partners as stated in the Interlocal Agreement for the Operation and Maintenance of the Regional Radio System.

Whereas, the Austin City Council authorized the negotiation and execution of a Master Site Radio Communications System Interlocal Cooperation Agreement between City of Austin and Williamson County on November 5, 2009.

Now Therefore, the parties hereto, in consideration of these promises and mutual obligations herein undertaken, do agree as follow:

Section 1. Definitions

Except as expressly provided otherwise in this Agreement, Attachments, or in Exhibits A-D, the following capitalized terms apply to this Agreement:

1.1 "Greater Austin-Travis County Regional Radio System" or "GATRRS" means the multi-channelled regional P25 trunked, integrated voice-and-data radio system serving Austin and Travis County, Texas, funded by the City of Austin, Travis County, Austin

ISD, Capital Metropolitan Transportation Authority, the University of Texas at Austin, the Texas Legislative Council, and the Texas House of Representatives in accordance with the 800 MHz Trunked Voice Radio System Implementation Interlocal Agreement and the Interlocal Agreement for the Operation and Maintenance of the Regional Radio System.

1.2 "Greater Austin-Travis County Regional Radio System Partners" or "Greater Austin-Travis County RRS Partners" means the local government entities or agencies that have entered into the 800 MHz Trunked Voice Radio System Implementation Interlocal Agreement and the Interlocal Agreement for the Operation and Maintenance of the Regional Radio System.

1.3 "City" means the City of Austin, Texas.

1.4 "City Personnel" means City of Austin employees, officers, elected officials, contractors, agents or representatives.

1.5 "County" means Williamson County, Texas.

1.6 "Williamson County Radio Communications System" or "WCRCS" is the P25 radio communications system(s), radio consoles, subscriber units, miscellaneous system management devices, system monitoring clients, and required administrative clients and system management terminals that are operated, used, and maintained by Williamson County.

1.7 "Master Site" is the hub of the Greater Austin-Travis County Regional Radio System network where trunked radio sites, radio consoles, and system management terminals connect via closed wireline and Internet Protocol (IP) technology.

1.8 "Public Safety" means the provision of law enforcement, emergency medical services, fire suppression and prevention, and emergency management by local government entities.

1.9 "Public Service" means the provision, by parties to this agreement and other governmental entities, of services other than public safety, including but not limited to transportation infrastructure and services, water and wastewater infrastructure, domestic water services, and electric utility infrastructure and commercial and residential electric services.

1.10 "Parties" means City of Austin and County.

Section 2. Purpose

This Agreement is to provide proper authorization for the connection of the WCRCS, and/or Dispatch Consoles, and/or other equipment to the Greater Austin-Travis County Regional Radio System's Master Site to facilitate interoperable and seamless radio communications among Public Safety and Public Service providers and the City, provided the County meets the requirements set forth in this Agreement.

Section 3. County System Connection Requirements

3.1 The WCRCS functionality, operation, and maintenance shall comply with the City's technical, security, software, and maintenance requirements and any future amendments as described below. Failure of County to comply with these requirements shall constitute a Default under Section 13. The City will endeavor to provide written notice to County so that County is given an opportunity to remedy the Default. However, if the Default does not cause significant degradation or catastrophic system failure to the Greater Austin-Travis County Regional Radio System, prior written notice may not be possible depending on the circumstances. The City will attempt to notify the County by telephone if the said Default causes a negative impact on the Greater Austin-Travis County Regional Radio System. If a Default causes a significant system degradation or catastrophic failure to the Greater Austin-Travis County Regional Radio System, the City may immediately disconnect the WCRCS from the Master Site until the default is remedied. The City will immediately re-connect the WCRCS to the Master Site once the Default has been remedied. The City will provide written notice to the County as soon as reasonably possible after any disconnection.

3.2 County Radio System Technical Standards. Attached hereto and incorporated by reference is Exhibit A (System Technical Requirements).

3.3 County Radio System Security Rules and Regulations. Attached hereto and incorporated by reference is Exhibit B (System Security Requirements).

3.4 County Radio System Software Requirements. Attached hereto and incorporated by reference is Exhibit C (System Software Requirements).

3.5 County Radio System Maintenance Requirements. Attached hereto and incorporated by reference is Exhibit D (System Maintenance Requirements).

Section 4. County Cost

The County is responsible for any and all costs incurred for the County's electronic or wireline connection to the Master Site. The City will not be responsible for this cost. The City will not charge the County a Master Site "use fee," as County will be using Master Site capacity that was purchased by the City with federal grant funds for the purpose of extending Master Site use to external governmental agencies to improve public safety wireless communication interoperability among the government agencies and the City.

Section 5. Agreement Term

The initial term of this Agreement shall commence on October 1, 2012 (Effective Date) for a 12-month term and end on September 30th of each calendar year unless terminated earlier in accordance with Sections 15 or 16. This Agreement will automatically renew each year on the anniversary date for thirty-four (34) 12-month subsequent renewal terms, unless either party gives written notice of its intent not to renew no later than six-months in advance of Agreement expiration in the year of the then-current term.

Section 6. Designation of Project Managers

6.1 The City's Project Manager is Chuck Brotherton, Wireless Communication Services Manager, or his successor in office. Correspondence may be sent to: Attention: Project Manager: Master Site Radio Communications Interlocal Agreement, Chuck Brotherton, Wireless Communication Services Manager, Financial and Administrative Services Department, Communications and Technology Management Office, City of Austin, 1006 Smith Road, Austin, Texas 78721. The City's Project Manager represents the interests of the City during the term of this Agreement and is the designated point of contact for the County System Manager.

6.2 The City's Project Manager shall promptly review all written reports submitted by County. City may require from time to time written reports or other documents certifying County's continued compliance with provisions of this agreement.

6.3 County's System Manager is Catherine Roberts, Wireless Communications Manager. Correspondence may be sent to the following: Attention: Project Manager-Master Site Radio Communications Network, Catherine Roberts, Williamson County Wireless Communications Manager, 508 Holly St., Georgetown, Texas 78626. The County's System Manager shall represent the County for this Agreement and shall be the designated point of contact for the City Project Manager.

6.4 Should the identity of the City's Project Manager or County's System Manager change, each party will identify a replacement and notify the other party in writing of the change within thirty (30) days.

Section 7. Master Site Connection

7.1 The City must approve the method of County's connection to the Master Site. Any such "connection" will be performed by the City, or its authorized agent within a reasonable time after the receipt of County's written request. It may be necessary for the County to order connectivity from a commercial telephone company provider. The City will assist County in determining connectivity specifications so that the ordered connectivity conforms to technical requirements for proper County interface into the Master Site. County's personnel and agents will have no physical access to the Master Site.

7.2 Within sixty (60) days from contract execution, the parties will complete and agree to a talk-group sharing plan and roaming arrangement between the parties' separate system users if applicable.

7.3 Connection by County to the Master Site does not impact a party's separate ownership rights to radio system components that each party purchased separately.

Section 8. City Duties

8.1 The City will serve as the Project Manager for the WCRCS connection to the Master Site. As Project Manager, the City will serve as the primary contact for WCRCS technical staff or any contractor whose services are procured by the County to implement County's connection to the Master Site.

8.2 The City Project Manager or his designee will coordinate with County or County's authorized contractor whose services are procured by County regarding the connection to the Master Site.

8.3 The City Project Manager or designee shall provide County with periodic reports to update County about changes if any, to Master Site technical and security requirements, software upgrades, and operational issues. The City Project Manager shall also include County in meeting notices for the Greater Austin-Travis County Regional Radio System Advisory Team, which meets periodically to review and discuss GATRRS matters.

8.4 If the City determines that County's connection to the Master Site is causing harmful consequences or interference to the Master Site, other connected elements, or operations, the City shall have the right to take emergency measures to repair and/or remove the identified source(s) of the problem, up to and including disconnection of County's system from the Master Site.

8.5 In the event the City takes emergency measures to stop interference or protect the Master Site, the City will contact County's System Manager or designee after the emergency has been resolved, and will notify the County's System Manager in writing of the action(s) taken and describe possible steps necessary to mitigate the problem or prevent reoccurrence.

8.6 If the City determines County is not in full compliance with the Agreement requirements and such compliance does not harm the Master Site or related components, cause interference, or adversely impact Master Site operations, the City will contact County's System Manager or designee in writing about the noncompliance issue(s). If County fails to bring its Radio System into compliance, as determined by the City, within sixty (60) days from the City's notice, the City may declare a Default and proceed with actions defined in Sections 15, 16, and/or 17 where appropriate.

Section 9. County Duties

9.1 County's System Manager may be required to submit periodic status reports to City on compliance of the WCRCS with City technical, security, software, and maintenance requirements. Such reports shall be submitted by County System Manager to the City within fourteen (14) days of a request for such reports.

9.2 County agrees to comply with the City's Radio System Technical, Security, Software, and Maintenance Requirements as per this Agreement at all times. If the requirements

change, the City will provide the updated requirements to the County no less than thirty (30) days before the effective date of the updated requirements.

9.3 If County desires to disconnect from the Master Site at its sole risk and expense, County will provide a written request to the City and specify a disconnection date. The City will endeavor to accommodate the request within thirty (30) days of receipt of the request or by the date specified.

9.4 County agrees to use the Master Site connection for County's authorized voice radio communications, in compliance with applicable Federal Communications Commission regulations and rules.

Section 10. No Ownership to City of Austin-Travis County Regional Radio System.

This Agreement or County's connection to the Master Site does not transfer or alter any ownership rights to the Master Site or to the Greater Austin-Travis County Regional Radio System.

Section 11. Right to Audit

11.1 County agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, or reproduce, any and all records of County related to the performance under this Agreement. If County is required to make payments to the City under this Agreement, County shall retain all such records for a period of three (3) years after final payment on this Contract or County shall retain the said records until all audit and litigation matters that the City has brought to the attention of County are resolved, whichever is longer. To the extent applicable, County agrees to refund to the City any overpayments disclosed by any such audit.

11.2 City agrees that the representatives of the Williamson County Auditor's Office, or other authorized representatives of the County, shall have access to, and the right to audit, examine, or reproduce, any and all records of City related performance under this Agreement. In no event will County have right to inspect records or facilities of City or its subcontractors, if any, which are deemed confidential or proprietary. Audits shall be at the County's expense.

11.3 County shall include Section A. above in all subcontractor agreements, if any, entered into in connection with this Agreement.

Section 12. Independent Contractor

This Agreement shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the parties. City and County are independent contractors. County agrees and understands that the Agreement does not grant to County or County employees any rights or privileges established for employees of the City.

Section 13. Default

A party to this Agreement shall be in default ("Default") under the agreement if the party (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, and following notice of default as provided in Section 15 (Termination), fails timely to cure the alleged default as provided in Section 15; or (b) fails to provide adequate assurance of performance under Section 14 (Right to Assurance).

Section 14. Right to Assurance

Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within thirty (30) calendar days after demand is received, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

Section 15. Termination

In the event of Default by a party, the other party shall have the right to terminate the Agreement for cause, by written notice delivered to the party alleged to be in default via certified mail in accordance with Section 25 Notices. The notice shall be effective within sixty (60) days, unless otherwise specified, after the date of receipt of such notice. During this time period, the party alleged to be in default may cure the event of Default or provide evidence sufficient to prove to the other party's reasonable satisfaction that such default does not exist or will be cured in a time satisfactory to the party alleging the default. In addition to any other remedy available under law or in equity, the party not in default may seek to recover all actual damages, direct costs, incurred as a result of the other party's default, including court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Each party's rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

Section 16. Termination without Cause

Either Party may terminate this Agreement without cause upon ninety (90) calendar days' prior written notice to the other party. The City shall disconnect the WCRCS from the Master Site on the date of termination unless the parties mutually agree on a different date for disconnection.

Section 17. Dispute Resolution

17.1 If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party to occur within fourteen (14) calendar days after receipt of the request or such later time as agreed by the parties to seek a negotiated resolution. At a minimum, each party shall require one (1) senior level individual with decision-making

authority regarding the dispute and with authority to agree to resolve it, subject as may be required by law to approval by the governing body(ies) of the parties, to attend any and each such meeting for such negotiation. The purpose of this and any subsequent negotiation meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

17.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and County agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an agreement interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and County will share the costs of mediation and the mediator equally, and will bear their own costs of participation, such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

Section 18. Survival of Obligations

All provisions of this Agreement that impose continuing obligations on the parties, including but not limited to indemnity, confidentiality, release, and agreement purpose shall survive the expiration or termination of this Agreement.

Section 19. Current Revenues

This Agreement is authorized by the Interlocal Cooperation Act, which is Chapter 791 of the Texas Government Code. Each party's monetary obligations, if any, under this Agreement are payable only and solely from the current revenues appropriated and available for the performance of such obligations.

Section 20. Assignment

A party to this Agreement may not assign or transfer its interests under this Agreement.

Section 21. Entirety of the Agreement

This Agreement with Attachments and Exhibits constitutes the entire Agreement and understanding between the parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be

amended in whole or in part except in a written amendment executed by both parties to this Agreement.

Section 22. Performance

The obligations arising under this Agreement shall be performed in Travis County, Texas.

Section 23. Jurisdiction and Venue

The parties agree that this Agreement is governed by the laws of the State of Texas and that venue for a dispute arising from this Agreement shall be in Austin, Travis County, Texas.

Section 24. Severability

If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law.

Section 25. Notices

Any notice, request, or other communication required or appropriate to be given under this Agreement shall be in writing and shall be considered delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, addressed to the person designated for receipt of notice, postage prepaid and Return Receipt Requested. Notices delivered by facsimile shall be considered three (3) business days after transmittal or when received by the addressee, whichever is earlier. Hand-delivered Notices are considered delivered upon receipt by the addressee which may be noted in a courier confirmation report. The Parties may make routine communications by first class mail, fax, or other commercially accepted means. Notices to the City and County shall be addressed as follows:

Williamson County

Honorable Dan A. Gattis
(or successor)
Williamson County Judge
301 S.E. Inner Loop, Suite #109
Georgetown, Texas 78626
Phone: (512) 943-1550
Facsimile: (512) 943-1662

City of Austin

Stephen Elkins (or successor)
Chief Information Officer
City of Austin
Communications and Technology Management
625 E. 10th Street, Suite 900
Austin, Texas 78701
Phone: (512) 974-2344
Facsimile: (512) 974-2091

With copies to:

Catherine Roberts (or successor)
Wireless Communications Manager
Williamson County
508 Holly Street
Georgetown, TX 78626
Phone: (512) 943-3575

With copies to:

Chuck Brotherton (or successor)
Wireless Communication Services Manager
City of Austin Wireless Communications
Services Division
1006 Smith Road, Austin, Texas 78721
Phone: (512) 927-3209
Facsimile: (512) 927-3253

Section 26. Release

To the extent permitted by the Constitution and laws of the State of Texas, County releases the City from and waives any claim, loss, expense, or damage occurring to the WCRCS including but not limited to radio consoles, system management terminals, equipment, cables, wiring, software, occurring in the course and scope of the City's operation of the GATRRS and Master Site, excepting only such claims, losses, expenses or damages that are caused by the willful misconduct and/or gross negligence of the City or City Personnel.

Section 27. Limitation of Liability

In no event shall the parties to this Agreement be liable to the other party for any special, consequential, incidental or punitive damages on any claim arising out of or concerning this Agreement.

Section 28. DISCLAIMER

CITY DISCLAIMS ANY WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ONLY TO THE EXTENT ALLOWED BY LAW. CITY DOES NOT WARRANT COUNTY'S CONNECTIVITY TO THE MASTER SITE AND THAT COUNTY'S RADIO COMMUNICATIONS WILL BE UNINTERRUPTED OR ERROR-FREE. COUNTY IS RESPONSIBLE FOR, AND CITY MAKES NO WARRANTY CONCERNING THE BACK-UP AND DISASTER RECOVERY PROCEDURES, FACILITIES, SOFTWARE AND EQUIPMENT FOR THE MASTER SITE OR RRS. DETERMINATION OF THE FUNCTIONALITY OF THE MASTER SITE AND RRS IS FOR COUNTY TO MAKE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

Section 29. INDEMNITY

Both parties acknowledge and agree that under the Texas Constitution and the laws of the State of Texas, neither party can enter into an agreement that requires each party to indemnify or hold harmless any other party, including but not limited to the County and City.

Section 30. Governmental Immunity

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to either of the parties, or to create any legal rights or claims on behalf of any third party. Neither the City nor County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental (sovereign) immunity under the laws of the State of Texas.

Section 31. Execution of this Agreement

Parties to this Agreement shall submit certified documentation of approval by its governing body authorized to execute this Agreement. This Agreement may be executed (by original or facsimile) by the parties in one or more counterparts, each of which shall be considered one and the same agreement.

Section 32. Force Majeure

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party ("Force Majeure"). Force Majeure does not include economic or market conditions, which affect a party's cost, but not its ability to perform. The party invoking Force Majeure shall give prompt, timely and adequate notice to the other party, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

Section 33. Confidentiality

If County or City is permitted to access the other party's or licensor's confidential information (including software, inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the other party or its licensors consider confidential) (Confidential Information) in connection with this Agreement, County and City acknowledge and agree that the other party's Confidential Information is the valuable property of that party and its licensors and any unauthorized use, disclosure, dissemination, or other release of the said Confidential Information will substantially injure that party and its licensors. County and City (including its employees, subcontractors, agents, or representatives) agree it will maintain the other party's Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the other party's Confidential Information without prior written consent of County or City, as applicable, or in a manner not expressly permitted under this Agreement, unless the said Confidential Information is required to be disclosed by law or an order of a court or other governmental authority with proper jurisdiction. In all cases, each party agrees to

promptly notify the other party before disclosing the other party's Confidential Information to permit the other party reasonable time to seek an appropriate protective order. Each party agrees to use protective measures no less stringent than it y uses in its business to protect its own confidential and proprietary information. In all circumstances, County's and City's protective measures must ensure the continued confidentiality of the other party's Confidential Information.

Section 34. Texas Public Information Act

34.1 The parties agree that each is required to comply with Texas Public Information Act ("Act") and this Agreement is subject to the Act. City and County will not disclose, disseminate, publish, or otherwise divulge to any other person or County (without the other party's prior written authorization) or use the other party's Confidential Information except as permitted under this Agreement and in accordance with Texas law including the Act.

34.2 At the time of submittal to the other party, each party will mark the page(s) of its Confidential Information with a restrictive legend such as "City" or "Williamson County" Proprietary or "City" or "Williamson County" "Confidential" or similar designation, as applicable. If Confidential Information is not marked with such legend or is disclosed orally, then 1) The Confidential Information will be identified as proprietary or confidential information at that time; and 2) the party will promptly provide the other party with written confirmation of the proprietary and confidential nature of the said information.

34.3 If the City or County receives a written public information request for the other party's Confidential Information, the City or County will notify the Texas Attorney General of the request and send a written statement with a copy of the request to the other party in accordance with the Act. Thereafter, the nondisclosing party has the right to object to the release of its records by submitting written arguments to the Texas Attorney General in the time period provided under the Act. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

34.5 Any request for a party's confidential or proprietary documents other than a public information request (such as a subpoena) shall require the party to give notice of such request to the other party promptly so that the nondisclosing party may determine whether to intervene to protect its confidential or proprietary information prior to any such disclosure.

[The remainder of this page is intentionally left blank.]

WILLIAMSON COUNTY CERTIFICATE

The undersigned officer of Williamson County, a political subdivision of the State of Texas, hereby certifies that the Honorable Dan A. Gattis is the Judge of Williamson County, Texas, and a duly chosen, qualified, and authorized representative of Williamson County, Texas.

And in such capacity has the authority to execute the Master Site Radio Communications Interlocal Agreement by virtue of official action of the Commissioners Court of Williamson County, Texas, duly adopted and recorded in the official minutes of the governing body of Williamson County, Texas, in conformity with the laws of the State of Texas.

The undersigned officer further certifies that all acts, conditions, and things required to exist and to be done precedent to and to render this Master Site Radio Communications System Interlocal Agreement valid have been properly done and performed and have happened in regular and due time, form, and manner, as required by law; that due provision has been made for the payment of sums due pursuant to this Interlocal Agreement.

The undersigned officer further certifies that the representations contained in this Certificate remain true and correct on the date of this Certificate.

CITY OF AUSTIN CERTIFICATE

The undersigned officer of the City of Austin, Texas, a Texas municipal corporation, hereby certifies that Marc A. Ott is the City Manager of Austin, Texas, and a duly chosen, qualified, and authorized representative of the City of Austin, Texas.

And in such capacity has the authority to execute the Master Site Radio Communications System Interlocal Agreement by virtue of official action of the City Council of the City of Austin, Texas, duly adopted and recorded in the official minutes of the governing body of the City of Austin, Texas, in conformity with the laws of the State of Texas.

The undersigned officer further certifies that all acts, conditions, and things required to exist and to be done precedent to and to render this Master Site Radio Communications System Interlocal Agreement valid have been properly done and performed and have happened in regular and due time, form, and manner, as required by law; that due provision has been made for the payment of sums due pursuant to this Interlocal Agreement.

The undersigned officer further certifies that the representations contained in this Certificate remain true and correct on the date of this Certificate.

NOTICES

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.

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.

This Agreement is executed in duplicate originals.

CITY OF AUSTIN

By 

Marc A. Ott
City Manager

Date 1/28/13

WILLIAMSON COUNTY

By 

Dan A. Gattis
County Judge

Date 11-19-12

Exhibits

- Exhibit A Radio System Technical Standards
- Exhibit B Radio System Security Rules
- Exhibit C Radio System Software Requirements
- Exhibit D Radio System Maintenance Requirements

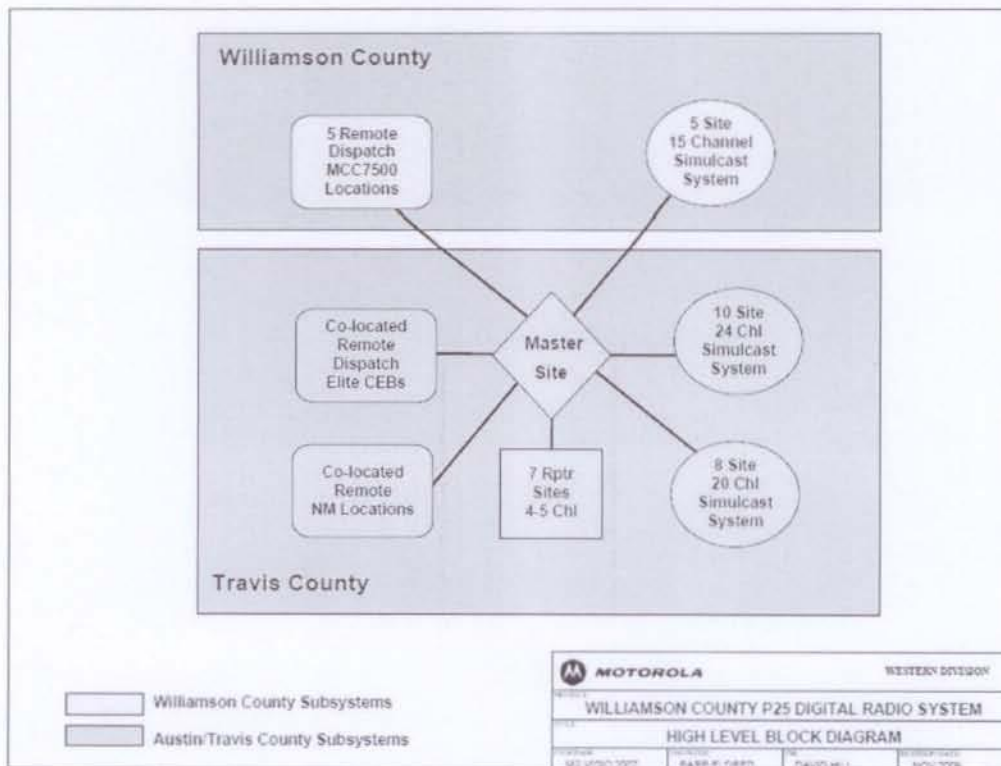


Exhibit B
Radio System Security Rules
Williamson County

1. Advanced System Key: For subscriber unit programming, County will provide a programmable "Advanced System Key(s)" (ASK), available from Motorola, to City of Austin Wireless Communication Services Division. The ASK will be configured with the system ID numbers and talkgroups required to meet County's operational needs. Before receiving a programmed ASK, County agrees to sign the "Greater Austin-Travis County Regional Radio System Advanced System Key Security Agreement," which is attached to this Exhibit B as Attachment 1 and incorporated by reference.

2. Subscriber Unit Programming and Documentation: Programming of County subscriber units will be performed by:

Business:	<u>Williamson County Radio Communications Shop</u>
Address (1):	508 Holly Street
City, State, Zip:	Georgetown, Texas 78626
Phone:	512-943-3575
Email:	<u>radioshop@wilco.org</u>

Before connection to the Master Site is allowed, County agrees to provide the City Project Manager a complete list of subscriber units, including System ID, Serial Number, County Property or Asset Number (if different from SN), and Assigned Agency or Department. This list is to be kept current by County as subscriber units are added, subtracted, and/or reassigned. County agrees to provide an updated list to the City Project Manager within 3 days of any change in subscriber units.

County shall not program, or allow to be programmed, for interoperability or any other purpose, any subscriber unit (radio) belonging to another County that is not specifically authorized by interlocal or other agreement (such as a memorandum of understanding) to operate on GATRRS. The City Project Manager, at the request of the County, will execute a Memorandum of Understanding for Interoperability User Access to the Greater Austin-Travis County Regional Radio System with a nonmember agency for interoperability-only use of the GATRRS. A copy of this Memorandum of Understanding is attached here as Attachment 2 to Exhibit B.

3. County Staff and Service Contractor Access to Sites and System: Before connection to the Master Site is allowed, County shall, at its expense, conduct a criminal background check of all County employees and County-contracted service provider's employees that are designated to provide service and maintenance of communication tower site equipment, shelter equipment, dispatch console equipment and any other equipment connected to the Greater Austin-Travis County Regional Radio System. The said County employees and County's service provider employees shall pass a criminal background check. The County shall provide the City with written notification as to the pass or fail status of the said employees and service providers within ten (10) days

after receipt of the background check results. The City reserves the right to deny County connection and access to the Master Site towers and related equipment for reasonable cause, including the failure of a criminal background check. The City will notify County of any such denial no more than ten (10) days after receipt of County's submittal. This provision does not apply to contracted service technicians who have received prior clearance from City of Austin and are currently authorized by City of Austin to perform service on GATRRS equipment.

County agrees to provide the City Project Manager a list of names and contact numbers, along with copies of driver licenses and results of the required criminal background investigations, of all County staff and contracted service provider employees designated to provide service and maintenance of communication tower site equipment, shelter equipment, dispatch console equipment and any other equipment connected to the Greater Austin-Travis County Regional Radio System. This provision does not apply to contracted service technicians who have received prior clearance from City of Austin and are currently authorized by City of Austin to perform service on GATRRS equipment.

The City shall provide a roster of all City employees, representatives, contractors, and other personnel authorized to access County property or equipment. The City shall maintain a roster of authorized personnel and notify the County of any amendments to the roster within three (3) business days following a change of authorized personnel.

4. Greater Austin-Travis County Regional Radio System Interoperability Plan:

County agrees to observe and abide fully by the rules and guidelines set forth in GATRRS Interoperability Plan, which is attached to this Exhibit B as Attachment 2 and incorporated by reference. City reserves the right to change the rules and guidelines at any time and without prior notice. If possible, the City will provide County with a copy of updated rules and guidelines at least ten (10) prior to implementing such changes. This plan addresses programming requirements, channel-naming conventions, interoperability talkgroup reservations, assignments, and proper use, access to the system by private hospitals, ambulance services, and air medical services, and other topics related to regional public safety communication interoperability.

Exhibit B - Attachment 1

**Greater Austin/Travis County Regional Radio System
Advanced System Key
Security Agreement by Receiving Entity or Agent**

I acknowledge receiving this Advanced System Key to enable me, as a designated representative of an entity authorized as a user of the Greater Austin/Travis County Regional Radio System, to program subscriber radios that will affiliate with and utilize resources of this regional public safety radio system.

By my signature below, I agree to safeguard this Advanced System Key and its electronic contents to ensure the continued security of the Greater Austin/Travis County Regional Radio System. I verify that I have received sufficient training in the use of this Advanced System Key. I also agree that:

- I will retain possession of this Advanced System Key and not permit anyone, other than my supervisor or the Greater Austin/Travis County Regional Radio System Program Manager (or his/her designee), to possess it for any purpose.
- I will use the Advanced System Key for the sole purpose of programming subscriber radios that are authorized to access the Greater Austin/Travis County Regional Radio System. No unauthorized radio will be programmed with this Advanced System Key.
- If requested by the Greater Austin/Travis County Regional Radio System Program Manager, I will surrender this Advanced System Key immediately.
- In the event the Advanced System Key is lost or stolen, I will immediately notify the City of Austin Wireless Communication Services Division (WCSD) at the 24-hour telephone number, (512) 927-3200.
- At least ten (10) days prior to the declared expiration date of the Advanced System Key, I will notify WCSD *during normal business hours* at the number listed above and request a replacement.

ADVANCED SYSTEM KEY SERIAL NUMBER

EXPIRATION DATE

RADIO ID RANGE(S)

PRINTED NAME

TITLE

AGENCY NAME

EMAIL ADDRESS

CELL PHONE

PHYSICAL ADDRESS WHERE KEY WILL BE STORED

OFFICE PHONE

SIGNATURE

DATE

Exhibit B - Attachment 2

MEMORANDUM OF UNDERSTANDING
for
INTEROPERABILITY USER ACCESS
to the
GREATER AUSTIN / TRAVIS COUNTY REGIONAL RADIO SYSTEM

Effective Date: _____

Interoperability User: _____

Address: _____

Attn: _____ Telephone: _____

Radio Equipment: _____ Mobile Radios _____ Handheld Radios _____ Control Station
Radios

- 1) Subject to the terms of this Memorandum of Understanding ("MOU"), the Greater Austin/Travis Regional Radio System Program Manager ("GATRRS PM") hereby grants the governmental agency identified above a revocable license to use the Radio Equipment described above on the P25 Trunked Greater Austin/Travis Regional Radio System ("GATRRS") as an "Interoperability User" for the sole purpose of "Interoperability Radio Communication" on specified "talkgroups," which will be enumerated in a template plan to be approved by the GATRRS PM prior to radio unit programming. [If control station(s) are included in this authorization, antennas must meet the 20' rule. The physical address for control stations(s) included in this authorization is (are): _____.]
- 2) "Interoperability Radio Communication" means radio communication between the external Interoperability User named above and other GATRRS user personnel during joint operations, public safety critical incident responses, or other limited interoperability purposes approved by the GATRRS PM. An "Interoperability User" is a governmental agency who is not a GATRRS Party or GATRRS Associate but has been granted permission for GATRRS radio use under this MOU.
- 3) Interoperability Users are not currently assessed a fee for use of the GATRRS since their use of the GATRRS is only for the occasional "interoperability" purposes set forth above. Interoperability Users shall not use the GATRRS as their primary radio communication platform for internal radio communication within their own agency. Interoperability Users will not be issued their own private talkgroups.
- 4) Programming of Interoperability User radios for use on the GATRRS must be done by the City of Austin CTM-Wireless Communication Services Division staff, or other entity approved by the GATRRS PM. Due to the critical necessity of safeguarding the "system key," tight control over programming will be exercised.
- 5) "Emergency ID" functionality on the GATRRS will not be programmed into Interoperability User radios.
- 6) Interoperability Users must use 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/jargon.
 - Use the calling protocol: "Agency-Unit #, this is Agency-Unit #", rather than "Unit # to Unit#" or "Agency-Unit # to Agency."

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

- 7) When operating radios on the GATRRS, Interoperability Users must abide by all applicable Federal Communications Commission rules and regulations, GATRRS Standard Operating Procedures, protocols set forth by individual talkgroup owners, and decisions and directives of the GATRRS PM. Violations shall be grounds for immediate disconnection of the Interoperability User's radio equipment from the GATRRS and termination of this MOU. The Interoperability User shall reimburse the GATRRS Party that is the holder of an FCC license upon receipt of demand for any costs, fines or penalties assessed against the license holder as a result of a violation of an FCC rule or regulation by the Interoperability User.
- 8) Radio equipment and accessories shall be approved by the GATRRS PM prior to use on the GATRRS. All costs of an Interoperability User to acquire or maintain radios or other equipment, train personnel, or to connect to the GATRRS shall be borne and paid by the Interoperability User.
- 9) All Interoperability User agency personnel who will be operating approved radio equipment on the GATRRS will be required to undergo user training as set forth by the GATRRS PM, and submit to the GATRRS PM any required certification that such training has been received.
- 10) The failure of the GATRRS to perform its obligations under this MOU shall be excused to the extent caused by the occurrence of an event or act not within the control of the GATRRS PM.
- 11) This MOU is effective as of the Effective Date stated above, and shall remain in effect until terminated by either party upon 10 days' prior written notice.
- 12) The Interoperability User acknowledges that radio systems are subject to periodic outages, equipment failures, and other conditions which may prevent or interfere with radio communication. In no event shall the GATRRS PM or any GATRRS Party be liable to an Interoperability User for any claim or cause of action arising out of or related to a failure of the GATRRS.
- 13) The person executing this MOU on behalf of the Interoperability User warrants and represents that he or she has been duly authorized and empowered to execute and enter into this MOU on behalf of the Interoperability User, that all action necessary to approve this MOU has been taken, and that this MOU is a binding obligation of the Interoperability User.
- 14) This MOU constitutes the entire understanding of the parties related to the subject matter hereof, and there shall be no modification or waiver hereof except in writing, signed by both parties. The MOU is made under and shall be governed by the laws of the State of Texas, and is performable in Travis County, Texas.
- 15) A party to this MOU may not assign or transfer its interests under this Agreement.
- 16) In no event shall a party to this MOU be liable to the other party for any special, consequential, incidental, or punitive damages on any claim arising out of or concerning this MOU.

AGREED TO:

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: Charles C. Brotherton

Title: Wireless Communication Services Manager

and Program Manager for the Greater Austin-

Travis County Regional Radio System

City of Austin

Communications and Technology Management

Wireless Communication Services Division

1006 Smith Road, Austin, TX 78721

Phone: (512) 927-3209

Exhibit C
Radio System Software Requirements
County

1. Software Subscription Agreement: For the duration of this Agreement, County shall maintain its radio system, dispatch console, and subscriber unit programming, operating, and security software at the same Motorola software release level as that of the Greater Austin-Travis County Regional Radio System. County will purchase and renew each year for the term of this Agreement a software subscription agreement that provides the necessary software updates.

2. Notification by City Project Manager of Scheduled Software Upgrade or Maintenance with Budgetary Impact: When software upgrade or non-emergency software maintenance of the Master Site or other subsystems or components of the Greater Austin-Travis County Regional Radio System is required for continued or improved functionality, continued or improved regional or statewide interoperability, or any other purpose deemed necessary by the City Project Manager, and that software upgrade or maintenance event has budgetary impact affecting County, the City Project Manager will notify County not less than 12 (twelve) months in advance of the software upgrades, and not less than 6 (six) months in advance for non-emergency software maintenance. Notification will be provided in writing and include all details of proposed upgrades to include a proposed statement of work, schedule, and related costs. The County's receipt of the City's notice does not constitute County's acceptance of any recommended software upgrades or maintenance. The City agrees the County has the right to review, comment, accept, or reject the notice. In the event, the County does not accept the recommended software upgrade or maintenance; both parties agree to negotiate a resolution where possible.

3. Notification by County Project Manager of Scheduled Software Upgrade or Maintenance with Budgetary Impact: When County desires to upgrade its system or component software for continued or improved functionality, continued or improved regional or statewide interoperability, or any other purpose deemed necessary by the County System Manager, and that software upgrade or maintenance event has budgetary impact affecting GATRRS and its partners, the County System Manager will notify the City Project Manager not less than 12 (twelve) months in advance for software upgrades, and not less than 6 (six) months in advance for non-emergency software maintenance. Notification will be provided in writing and include all details of proposed upgrades, a proposed statement of work, schedule, and related costs. The City's receipt of County's notice does not constitute acceptance of any recommended software upgrades or maintenance. The County agrees the City has the right to review, comment, accept, or reject the notice. In the event, the City does not accept the recommended software upgrade or maintenance; both parties agree to negotiate a resolution where possible.

Exhibit D
Radio System Maintenance Requirements
County

1. County shall not be required to purchase a radio system maintenance services contract as part of this Agreement. However, the Greater Austin-Travis County Regional Radio System (GATRRS) is maintained under a Motorola, Inc., services contract. Therefore, to the extent necessary to maintain the GATRRS system, the City may from time to time require access to County system sites and equipment. When such access is required, the City Project Manager or designee will contact County System Manager or designee to coordinate and schedule the access.

1. a. GATRRS System Access Restricted: The following GATRRS functions are the sole responsibility of City of Austin Wireless Communication Services Division (WCSD) in its role as the GATRRS Program Manager, and its designated Motorola or Motorola-certified field service and system technicians under the City of Austin's Motorola Customer Support Plan. Technicians not specifically authorized to perform system service under that plan are strictly prohibited from the following GATRRS functions:

System Functions:

- Frame Network Distribution
- Domain Network Administration
- Network Client Management

Database Functions:

- Zone Configuration Manager (ZCM)
- User Configuration Manager (UCM)
- Motorola Supervisory Control and Data Acquisition (MOSCAD)
- Dispatch Console Template Management (for networked consoles)

Subscriber Level Functions:

- Codeplug Management
- Advance System Key Management
- New ID Activation: (County Project Manager or designee may assign system ID's within a designated range; City must activate all County-assigned system ID's.)

County-owned systems and GATRRS network clients shall be maintained by County except for those functions that are the sole responsibility of the GATRRS Program Manager. The following functions are examples of items to be maintained by County:

- Subscriber Units (mobile and portable radios, control stations, and accessories)
- Repeaters
- Consolettes and Stand-alone (RF-only) Consoles
- Tower Site Equipment (towers, shelters, alarm systems, antennas, combiners, multicouplers, microwave systems, etc.)

1.b. Maintenance and repair of County system components that rely on connection to the Master Site for functionality require the involvement of WCSD and its authorized Motorola or

Motorola-certified technicians. Unauthorized access is not permitted. For assistance with diagnosing and resolving network- or connectivity-related problems, County will contact WCSD, 24 hours a day, 365 days a year, at (512) 927-3200. WCSD services performed as a result of these calls will be billed to County in accordance with the 2011 Interlocal Cooperation Agreement between the City and Williamson County for Management Services

1.c. Emergency Radio Shut-off: In the event a subscriber unit is lost, stolen, or is being misused and County wishes to have the device immediately disabled, County should contact WCSD at (512) 927-3200 to make the request and send a written request to the City Project Manager. Before fulfilling a radio shut-off request, the City Project Manager or designee will contact County's System Manager or designee to verify and confirm that the request is legitimate.

2. Notification of Scheduled Maintenance or Repair with Service Impact: Prior to undertaking scheduled maintenance or repair of the Greater Austin-Travis County Regional Radio System Master Site, tower sites, or other subsystems or components, when that scheduled maintenance or repair may affect operations, connectivity, or functionality of County's system, dispatch consoles, subscriber units, or other components, the City Project Manager or designee will notify County of the scheduled maintenance or repair event and the reason for it. This notification will be provided in the form of an email to the County System Manager and any other County-provided contacts. The email notification will be sent at least 72 hours in advance of the start of the planned maintenance period. County will have the option of requesting that the maintenance event be postponed for reasons of public or officer safety, or because the announced schedule severely impacts previously-scheduled County operations.

Immediately prior to the start of any service-affecting work, County dispatch supervisors will be contacted by the City of Austin Wireless Communication Services Division to alert them to the impending maintenance period. County may at that time request the maintenance be postponed or suspended for reasons of public or officer safety. Justifications for calling off scheduled maintenance include major inclement weather moving into the affected area, a multi-alarm fire in progress, or a law enforcement agency vehicle pursuit in progress. If the City cancels the scheduled maintenance procedure, all affected dispatch centers (if available) will be notified of the cancellation. The maintenance will be rescheduled following the procedures described above.

3. Notification by City Project Manager of Scheduled Maintenance or Upgrade with Budgetary Impact: When upgrade or non-emergency maintenance of the Master Site or other subsystems or components of the Greater Austin-Travis County Regional Radio System is required for continued or improved functionality, continued or improved regional or statewide interoperability, or any other purpose deemed necessary by the City Project Manager, and that upgrade or maintenance event has budgetary impact affecting County, the City Project Manager will notify County not less than 12 (twelve) months in advance for upgrades, and not less than 6 (six) months in advance for non-emergency maintenance. Notification will take the form of an email to the County Project Manager or designee, followed by telephone and in-person discussions of the planned upgrade process, including a proposed statement of work, schedule, and related costs.

4. Notification by County Project Manager of Scheduled Maintenance or Upgrade with Budgetary Impact: When upgrade or non-emergency maintenance of the County system or other subsystems or components is desired for continued or improved functionality, continued or improved regional or statewide interoperability, or any other purpose deemed necessary by the County Project Manager, and that upgrade or maintenance event has budgetary impact affecting GATRRS and its partners, the County Project Manager will notify the City Project Manager not less than 12 (twelve) months in advance for upgrades, and not less than 6 (six) months in advance for non-emergency maintenance. Notification will take the form of an email to the City Project Manager or designee, followed by telephone and in-person discussions of the planned upgrade process, including a proposed statement of work, schedule, and related costs.