



CAECD Board of Managers | Agenda

10:30 a.m., or upon adjournment of the Executive Committee
Wednesday, May 10, 2023
CAPCOG Lantana Room
6800 Burleson Road, Bld. 310, Ste. 155
Austin, Texas 78744

Judge James Oakley, Burnet County, **Chair**
Mayor Lew White, City of Lockhart, **First Vice Chair**
Commissioner Debbie Ingalsbe, Hays County, **Second Vice Chair**
Council Member Matthew Baker, City of Round Rock, **Secretary**
Mayor Jane Hughson, City of San Marcos, **Parliamentarian**
Mayor Brandt Rydell, City of Taylor, **Immediate Past Chair**
Council Member Mackenzie Kelly, City of Austin
Commissioner Clara Beckett, Bastrop County
Mayor Connie Schroeder, City of Bastrop
Council Member Kevin Hight, City of Bee Cave
Judge Brett Bray, Blanco County
Mayor Rachel Lumpee, City of Blanco
Commissioner Joe Don Dockery, Burnet County
Judge Hoppy Haden, Caldwell County
Judge Dan Mueller, Fayette County

Council Member Ron Garland, City of Georgetown
Council Member Esmeralda Mattke Longoria, City of Leander
Commissioner Steven Knobloch, Lee County
Judge Ron Cunningham, Llano County
Mayor Pro Tem Doug Weiss, City of Pflugerville
Council Member Janice Bruno, City of Smithville
Judge Andy Brown, Travis County
Commissioner Ann Howard, Travis County
Commissioner Russ Boles, Williamson County
Commissioner Cynthia Long, Williamson County
Senator Pete Flores
Representative Stan Gerdes
Representative Terry Wilson

- 1. Call to Order and opening remarks by the Chair**
- 2. Consider Approving Minutes for the April 12, 2023 Meeting**
- 3. Consider Approving Interlocal Agreement with the City of Kyle for Relocation of the Kyle Police Department 9-1-1 Public Safety Answering Point and Related Costs**
Richard Morales Jr., Director of Emergency Communications
- 4. Consider Approving AT&T Service Agreement for GeoComm Mapping Services with Maintenance and Support**
- 5. Consider Approving Vendor for Replacement of 9-1-1 Call Handling Equipment**
Richard Morales Jr., Director of Emergency Communications
- 6. Staff Reports**
Betty Voights, Executive Director
- 7. Adjourn**



CAECD Board of Managers | Summary Minutes

10:30 a.m. or upon adjournment of the Executive Committee, Wednesday, April 12, 2023
6800 Bureson Road
Building 310, Suite 165
Austin, Texas 78744

Present (20)

Judge James Oakley, Burnet County, **Chair**
Mayor Lew White, City of Lockhart, **1st Vice Chair**
Commissioner Debbie Ingalsbe, Hays County, **2nd Vice Chair**
Council Member Matthew Baker, City of Round Rock, **Secretary**
Mayor Jane Hughson, City of San Marcos, **Parliamentarian**
Council Member Mackenzie Kelly, City of Austin
Mayor Connie Schroeder, City of Bastrop
Council Member Kevin Hight, City of Bee Cave
Judge Brett Bray, Blanco County

Commissioner Joe Don Dockery, Burnet County
Judge Dan Mueller, Fayette County
Council Member Ron Garland, City of Georgetown
Council Member Esme Mattke Longoria, City of Leander
Commissioner Steven Knobloch, Lee County
Judge Ron Cunningham, Llano County
Mayor Pro Tem Doug Weiss, City of Pflugerville
Council Member Janice Bruno, City of Smithville
Commissioner Ann Howard, Travis County
Commissioner Cynthia Long, Williamson County
Commissioner Russ Boles, Williamson County

Absent (5)

Mayor Brandt Rydell, City of Taylor, **Immediate Past Chair**
Commissioner Clara Beckett, Bastrop County
Mayor Rachel Lumpee, City of Blanco

Judge Hoppy Haden, Caldwell County
Judge Andy Brown, Travis County

1. **Call to Order and opening remarks by the Chair**

Judge Oakley called the meeting to order at 11:15 a.m.

2. **Consider Approving Minutes for the March 8, 2023, Meeting**

Judge Oakley asked for approval of the March 8, 2023, meeting minutes. Ms. Brea said there should be changes to the meeting's attendance — absences should include Judge Bray and Cunningham and Commissioner Howard while Council Member Kelly and Judge Brown should be shown as present.

A motion was made by Commissioner Ingalsbe to improve the minutes with the attendance changes. Mayor Hughson seconded the motion. It passed unanimously.

3. **Consider Accepting the Financial Report for the Period October 1, 2022, to February 28, 2023**

Silvia Alvarado, Director of Finance

Ms. Alvarado asked for acceptance of the financial report for the five months beginning Oct. 1, 2022, and ending Feb. 28, 2023. She said there was a fund balance of \$30,394,22 which includes funds to meet current obligations and reserves for emergency operations and equipment. Ms. Alvarado said the revenues for the period were \$7,205,066, which was slightly higher than projected, and expenditures were \$6,580,672, which was lower than currently budgeted.

A motion was made by Commissioner Long to accept the financial report for the period of Oct. 1, 2022, to Feb. 28, 2023. Mayor Hughson seconded the motion. It passed unanimously.

4. **Consider Approving Purchase of Aerial Imagery**

Rob Buckhouse, GIS Program Manager

Charles Simon, Director of Regional Planning & Services

A motion was made by Commissioner Long to approve the purchase of the 2023 aerial imagery from Surdex Corporation. Council Member Weiss seconded the motion. It passed unanimously.

Judge Oakley asked for a summary of the item. Mr. Simon said it was a recurring purchase that happens once a year and supports mapping for 9-1-1 caller location. Mr. Simon also introduced Mr. Buckhouse.

5. Consider Approving Appointments to Committee

Deborah Brea, Executive Assistant

Ms. Brea said there were no recommended appointments.

6. Staff Reports

Betty Voights, Executive Director

Ms. Voights said CAPCOG received two proposals on Monday for 9-1-1 call-handling equipment that would allow the region to move to next generation 9-1-1 (NG9-1-1). She said a workgroup is going to score the proposals, and it was good news that the proposals are not a lot higher than expected. She also mentioned that a couple of potential vendors had complained about CAPCOG using AT&T dedicated technicians for equipment maintenance because this could limit their proposals. She noted that the Strategic Advisory Committee decided several years ago to switch to dedicated technicians for our region, which worked well during Winter Storm Uri because the technicians were available to the district, but the procurement was done correctly per our policy.

She noted the ongoing challenge with a revenue stream that is not significantly increasing and that is why an increase in the wireless fee is needed and this will continue to be a legislative goal. Ms. Voights said a bill to extend the deadline for expenditures of SB 8 funding should make it through. She also discussed legislation that could again provide extra funding for NG911 but it is in a bill with broadband and the USF increase and will require an amendment to the State’s Constitution. Ms. Voights said CAPCOG will continue with a tight budget as things are now. The board will see the emergency communications budget in July.

7. Adjourn

Oakley adjourned the meeting at 11:25.

Council Member Matt Baker, Secretary
Board of Managers
Capital Area Emergency Communications District

Date

CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT BOARD OF MANAGERS MEETING

MEETING DATE: May 10, 2023

AGENDA ITEM: #3 Consider Approving Interlocal Agreement with the City of Kyle for Relocation of the Kyle Police Department 9-1-1 Public Safety Answering Point and Related Costs

GENERAL DESCRIPTION OF ITEM:

The City of Kyle Police Department has requested to relocate the Kyle PD PSAP from the Hays County Public Safety Building in San Marcos, TX to the new Kyle Public Safety Center in the City of Kyle. This request is preceded by the City's 2017 decision to move its PSAP to a new Hays County PSAP facility; at the time the City asked what CAPCOG's position would be on allowing it to relocate the PSAP back to Kyle in the future. In September 2017, the CAECD Board took action to allow a possible relocation with the City covering all costs involved for that relocation if it occurred within five years. Kyle began operations of its PSAP at the Hays County emergency communications center in 2021.

The cost of \$177,884.13 includes a one-time cost of \$124,830.13 for a new fiber route and connection and \$53,054.00 for the purchase of a new uninterruptible power supply (UPS) which includes installation and a five-year extended maintenance and warranty plan. Monthly recurring cost for the fiber service will be \$959.24 and no additional costs are incurred for CPE maintenance as the consoles are currently under contract service. The attached documents include quotes and contractual pricing schedules for the relocation which are being procured utilizing the AT&T Unified Contract and DIR.

CAPCOG will procure these services utilizing the A&T Unified Contract and DIR since equipment is owned by CAPCOG and ongoing maintenance and services are paid for all PSAPs with CAECD funding. The ILA requires the City of Kyle to reimburse these costs.

THIS ITEM REPRESENTS A:

- New issue, project or purchase
- Routine, regularly scheduled item
- Follow-up to previously discussed item
- Special item requested by board member
- Other

PRIMARY CONTACT/STAFF MEMBER: **Richard Morales Jr., Director of Emergency Communications**

BUDGETARY IMPACT OF AGENDA ITEM:

Total estimated cost: **\$177,884.13**

Source of funds: CAECD Unassigned Fund balance

Is item already included in fiscal year budget? Yes No

Does item represent a new expenditure? Yes No

Does item represent a pass-through purchase? Yes No

If so, for what city/county/etc.?

PROCUREMENT: AT&T Unified Agreement.

ACTIONS REQUESTED:

Consider approving the ILA and authorize the purchase of equipment and services listed on the pricing schedules.

BACK-UP DOCUMENTS ATTACHED:

1. Interlocal - City of Kyle

2. CAPCOG's September 2017 Letter to Kyle
3. City of Kyle October Letter Requesting Relocation
4. AT&T Fiber Construction Cost and UPS Quotes

BACK-UP DOCUMENTS NOT ATTACHED *(to be sent prior to meeting or will be a handout at the meeting):*

1. AT&T UPS Pricing Schedule

Interlocal Agreement for Relocation of Kyle Emergency Center

Section 1. Parties and Purpose

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

1.2. City of Kyle (City) is a home rule city in the CAPCOG ten-county region that currently operates a Public Service Answering Point (PSAP) located in the Hays Public Safety Building in San Marcos, Texas and has requested to re-establish this PSAP to the City of Kyle Public Safety Center at 1706 Kohler's Crossing in Kyle, Texas.

1.3. In accordance with the CAECD Guidelines for Adding & Closing Public Safety Answering Points (CAECD PSAP Guidelines) as amended on October 11, 2017, the CAECD will consider a jurisdiction requesting to re-establish a PSAP as a new PSAP and jurisdiction must pay associated costs, including equipment and maintenance to be determined by quotes provided by AT&T for the new Kyle 911 Communications Center PSAP.

1.4. This agreement is entered between CAPCOG and the City pursuant to Texas Government Code Chapter 791 for which CAPCOG agrees to incur the costs for establishing new network connectivity, the purchase and installation of a new UPS to provide back-up power supply for the 9-1-1 Call Handling Equipment, and five years of maintenance for Kyle Police Department (PD) PSAP at the City of Kyle Public Safety Center and those costs incurred will be reimbursed by the City of Kyle upon completion of the relocation.

Section 2. Scope of Services

2.1. CAPCOG will be responsible for the procurement and installation of the new AT&T AVPN fiber for 9-1-1 network connectivity and the UPS to provide back-up power to support the 9-1-1 call handling equipment that will be relocated, as well as associated maintenance for the equipment for a period of five years in accordance with the PSAP policy.

2.2. CAPCOG will provide resources and be responsible for the relocation of the 9-1-1 equipment, maintenance of the AVPN fiber network at the new facility at 1706 Kohler's Crossing, Kyle Texas 78640, and the installation and maintenance of the new UPS to support the 9-1-1 Call Handling Equipment

2.3. City is responsible for reimbursement of the above described relocation costs to cover all costs as shown in Attachment A for performing the work described in this section within 30 days of being invoiced by CAPCOG.

2.4. If there are unanticipated costs that arise in the course of this project that are not included in the costs shown in Attachment B, the City agrees to reimburse CAPCOG for any such expenses within 30 days of being invoiced by CAPCOG.

2.5. CAPCOG will continue to maintain the UPS which will remain an asset of CAPCOG.

Section 3. Term of Agreement

3.1. The effective date of this agreement is upon execution by both parties and ends, unless terminated sooner under Sec. 9 on December 31, 2023, or extended by mutual agreement of project representatives.

Section 4. Price and Payment Terms

4.1. City agrees to reimburse the costs of goods and services as described in Attachment B as provided under this Agreement within 30 days of receipt of an invoice from CAPCOG.

4.2. If actual costs of completing the work exceed the amount \$177,884.13, City agrees to pay the overage determined mutually necessary by CAPCOG and City; in the event final costs are less, City agrees to reimburse a revised amount mutually agreed upon by CAPCOG and City.

4.3. The invoices requesting payment must be delivered via e-mail to _____.

4.4. CAPCOG agrees to certify each invoice as follows:

CAPCOG certifies that this invoice is correct and complete and that the amount requested has not been previously received.

CAPCOG agrees to provide City with the invoice, appropriate documentation for equipment and network purchases, delivery, and installation. A copy of the vendor's invoice detailing aforementioned information and evidence of payment by CAPCOG in the form of a copy of a cashed check, ACH acceptance, or any other financial proof of the transaction must be submitted with the invoice.

Section 5. Rights and Duties

5.1. The City agrees to name CAPCOG/CAECD as additional insure under the City's general liability insurance policy or membership agreement in any governmental risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that CAPCOG/CAECD may seek coverage in the event of a covered claim.

Section 6. Compliance with Applicable Law and Policy

6.1. City agrees to comply with all applicable laws and policies in carrying out this Agreement, including an purchases or reimbursement requests made hereunder. Applicable Law and Policy include but are not limited to the Texas Health and Safety Code Chapter 771.061 and Chapter 772, the current Uniform Grant Management Standards (Governor's Office of Budget and Planning) CAECD 9-1-1 Policies and Procedures Manual.

Section 7. Independent Contractor

7.1. City consents to the performance of duties to be undertaken to relocate PSAP per the contractual agreement CAPCOG has with the Vendors as listed in Attachment A.

7.2 CAPCOG and City mutually agree to establish a Contact for the period of this agreement for purposes of coordinating the timeline, process, and requirements for completion of the project.

Section 8. Records and Inspections

8.1. CAPCOG agrees to maintain records adequate to document its performance, costs, and receipts under this Agreement. CAPCOG agrees to maintain these records at CAPCOG's office address described in Sec. 11 in accordance with CAPCOG's record retention policy.

8.2. CAPCOG agrees to furnish any such records to City personnel upon request within a reasonable time following any such request.

Section 9. Termination for Breach of Contract

9.1. If CAPCOG or City breaches a material provision of this Agreement, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to invoke the dispute resolution process of Section 10.

9.2 Termination of this agreement does not affect the City's obligation to reimburse the amount obligated contractually by CAPCOG for work defined in Section 2 above.

Section 10. Dispute Resolution

10.1. The parties desire to resolve disputes arising under this Agreement without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with Section 10, toll the statute of limitations, or seek an injunction, until they exhausted the procedures set out in this Section 10.

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

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

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

Section 11. Notice to Parties

11.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is acknowledged as received via e-mail by the intended recipient; (2) when it is delivered to the party personally; (3) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Sec. 11.2 and signed on behalf of the party; or (4) three business days after it's deposited in the United States mail, with first-class postage affixed, addressed to the party's address specified in Sec. 11.2.

11.2. City's address is 1760 Kohler's Crossing, Kyle, TX 78640, Attention: _____ [e-mail address]. CAPCOG'S address is 6800 Burleson Rd, Building 310, Suite 165 Austin, TX 78744; e-mail: bvoights@capcog.org.

11.3. A party may change its address by providing notice of the change in accordance with Sec. 11.1.

Section 12. Miscellaneous

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

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

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

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

12.5. The following attachments are part of this agreement:

- Attachment A: Project Representatives and Records Location
- Attachment B: Pricing Summary and Schedule

<p style="text-align: center;">CAPITAL AREA COUNCIL OF GOVERNMENTS</p> <p>By _____ Name <u>Betty Voights</u> Title <u>Executive Director</u></p> <p>Date _____</p>	<p style="text-align: center;">City of Kyle</p> <p>By _____</p> <p>Date _____</p>
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Date of governing body approval: _____

Date of governing body approval: _____

Attachment A: Project Point of Contact and Records Location

City of Kyle Project Representative

The individual named below is the City of Kyle’s Project Point of Contact, who is authorized to give and receive communications and directions on behalf of the City. All communications including all payment requests must be addressed to the City’s Project Representative or his or her designee. The City’s Project Point of Contact may indicate a designee through an e-mail to rhoover@capcog.org. Additionally, all invoices documentation must be sent to via email to: _____

(Name)	Telephone No: _____
(Title)	Facsimile No: _____
	Email: _____

City of Kyle
Address 1
Address 2
Kyle, Texas _____

CAPCOG Project Representative

The individual named below is the CAPCOG Project Representative, who is authorized to give and receive communications and directions on behalf of City. All communications must be addressed to the City’s Project Representative or his or her designee.

Renee Bell	Telephone No: 512-916-6068
(Name)	Facsimile No: 512-916-6001
Assistant Director – Operations, Emergency Communications	Email: rhoover@capcog.org
(Title)	

Designated Location for Records Access and Review

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

6800 Burleson Rd
Building 310, Suite 165
Austin, TX 78744

Attachment B: Pricing Summary and Schedule

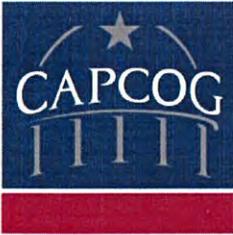
The following table itemizes the costs that AT&T has quoted CAPCOG for the relocation of the Kyle PSAP Pricing Summary: CAPCOG agrees to provide the following equipment and services to City of Kyle:

Table 1. Amounts quoted to CAPCOG for Kyle ECC Relocation

Description	Price
AT&T AVPN Fiber Connection for 9-1-1 Call Handling	\$124,830.13
Eaton UPS (including installation and conversion of 2-year warranty to 5-year onsite service)	\$53,054.00
TOTAL	\$177,884.13

Upon acceptance and completion of all work indicated in Section 2, CAPCOG will invoice City for the \$177,884.13 indicated above. City shall pay this invoice within 30 days of receipt.

Unless otherwise specified in its agreements with AT&T, CAPCOG will make payments to AT&T within thirty (30) days after the receipt of each invoice from AT&T. Upon completion of final acceptance of the project by CAPCOG, CAPCOG will provide to City a copy of all invoices from AT&T for the Eaton UPS and the AT&T AVPN Fiber connection. If there are any additional costs for the projects not covered by the \$177,884.13 initial payment, CAPCOG will include those costs in a final invoice, and CAPCOG will reimburse City to the extent final costs are less than this amount.



Capital Area Council of Governments

6800 Burluson Road, Building 310, Suite 165, Austin, Texas 78744

(p) 512-916-6000 (f) 512-916-6001

www.capcog.org

Chair

Judge Bert Cobb
Hays County

1st Vice Chair

Council Member Corbin Van Arsdale
City of Cedar Park

2nd Vice Chair

Commissioner Gerald Daugherty
Travis County

Secretary

Council Member Andrea Navarrette
City of Leander

Past Chair and Parliamentarian

Commissioner Cynthia Long
Williamson County

Council Member Eileen Altmiller
City of Buda

Judge Brett Bray
Blanco County

Commissioner Will Conley
Hays County

Judge Mary Cunningham
Llano County

Representative John Cyrier
Texas House

Commissioner Joe Don Dockery
Burnet County

Judge Dan Gattis
Williamson County

Representative Jason Isaac
Texas House

Mayor Victor Gonzales
City of Pflugerville

Council Member William Gordon
City of Smithville

Mayor Pro Tem Jane Hughson
City of San Marcos

Judge Ed Janecka
Fayette County

Council Member Frank Leffingwell
City of Round Rock

Mayor Caroline Murphy
City of Bee Cave

Judge James Oakley
Burnet County

Judge Paul Pape
Bastrop County

Commissioner Maurice Pitts
Lee County

Mayor Brandt Rydell
City of Taylor

Judge Ken Schawe
Caldwell County

Commissioner Brigid Shea
Travis County

Council Member Ellen Troxclair
City of Austin

Mayor Lew White
City of Lockhart

Representative Paul Workman
Texas House

September 22, 2017

The Honorable Bert Cobb
Hays County Judge
111 E. San Antonio #300
San Marcos, TX 78666

Dear Judge Cobb,

The Capital Area Emergency Communications District board reviewed the request for confirmation that the City of Kyle would be able to reactivate its PSAP operation in Kyle in the event the City chooses to discontinue its operations from the Hays County consolidated emergency communications center. They agreed that CAPCOG would allow reactivation of the Kyle PSAP consistent within CAPCOG's existing policy within a five-year period, and with the agreement that the City of Kyle would be responsible for the liability and cost of doing so. A broader discussion regarding our current PSAP Policies will be conducted at our October meeting at which time we will provide an analysis of typical costs involved with relocating PSAPs; as we noted in our September meeting, the costs can vary depending on whether new equipment as well as other variables.

As always, please let me know if you have questions.

Sincerely,

Betty Voights
Executive Director

cc: Scott Sellers, City Manager
City of Kyle



KYLE
POLICE

111 North Front Street, Kyle, TX 78640

Non-Emergency: 512-268-3232

Admin: 512-268-0859

Fax: 512-268-2330

October 31, 2022

Capital Area Council of Governments
Attn: Capital Area Emergency Communications District (CAECD)
6800 Burleson Road #165 Building 310
Austin, Texas 78744

Dear Executive Director Voight,

In follow-up to communications with your Emergency Communications District staff, this letter is to notify CAPCOG of the Kyle City Council directive of city staff to notify all appropriate entities of the intent to return the Kyle 9-1-1 ECC to the City of Kyle. The City of Kyle is currently constructing a new Public Safety Center at 1700 Kohler's Crossing with an expected completion date of April 2023.

The City of Kyle anticipates certain costs associated with this move, and we respectfully request some assistance in funding from CAECD and assistance determining what the costs would be prior to finalizing this move. We will continue to work with your staff to plan and execute this relocation, and we are available to answer questions and provide additional information as needed.

Respectfully Submitted,

Jeff Barnett

Dr. Jeff Barnett
Chief of Police
Kyle Police Department

AT&T Texan 2021- CTSA-002 effective 04/2022



Agency Name		CAPCOG	
Date	03/23/23	Quote by	Thor Yanko

End User Location(s)

1760 Kohlers Crossing
 Kyle, TX 78640

***NEW* TEXAN 2021 Rate - AT&T DIR-Tele-CTSA-002**

Itemized Service Charges	QTY	Rate	Rate w/DIR Markup (per site)	Total Monthly Rate	Special Construction	SC w/DIR Markup (non-waivable)	Install Charges	Waived Install Charges w/DIR Markup**
10M AVPN Port Connection	1	\$179.00	\$200.48	\$200.48	\$0.00	\$0.00	\$0.00	\$0.00
10M AVPN Access	1	\$677.46	\$758.76	\$758.76	\$111,455.47	\$124,830.13	\$0.00	\$0.00
Total				\$959.24		\$124,830.13		\$0.00

Quote Provide 1- 10M AVPN

Provider is Frontier

Services assume AT&T Texas facilities exist and no special construction will be required. If special construction is required and it results in a higher rate for the specific service, then DIR and /or the Customer, as appropriate, will have the option to accept the new rate or withdraw the request for that specific service. Special Construction fees for non AT&T locations are subject to change until the circuit is installed.

AT&T Texan 2021- CTSA-002 effective 04/2022





Capital Area Council of Governments (CAPCOG)
KYLE PROJECT
 3/29/2023

EATON 9PXM - NEW KYLE 911 COMMUNICATIONS CENTER

QUOTE # MH-013023

Qty	Product ID	** HOST SITE KYLE CCOMMUNICATIONS CENTER - 12KVA UPS	Unit Price(\$)	Extended Price (\$)
EATON 9PXM - 12 SLOT CABINET AND ACCESSORIES (12 OF 12 SLOTS FILLED)				
1	PW-9PXM-12 SLOT	EATON 9PXM 12 SLOT UPS DIMENSIONS (H) 36.5" X (W) 17.5" X (D) 34.5" 206 LBS. INPUT-HARDWIRE/ OUTPUT-HARDWIRE.	7,317.00	7,317.00
3	PW-9PXM - SPLIT P- PM	9PXM 4KVA - SPLIT PHASE POWER MODULE	4,129.00	12,387.00
18	PW-9PXM-BAT	BATTERY MODULE 2 -REQUIRED PER STRING/SLOT - 9 STRINGS REQUIRED FOR 28 MINUTES FULL AND 76 MINUTES HALF LOAD - 22.5 LBS. EA.	699.00	12,582.00
1	PW-NW-MS CARD	EATON SNMP CARD - NETWORK WEB/SNMP	455.00	455.00
1	PW-EMP	ENVIRONMENTAL MONITORING PROBE	323.00	323.00
1	PW-5YR ONSITE WARR	CONVERTS 2 YEAR WARRANTY TO 5 YEAR ONSITE SERVICE - NEXT BUSINESS DAY	5,348.00	5,348.00
3	PW-ONSITE-PM	ONE ONSITE PM - 7 X 24 SCHEDULING -	1,607.00	4,821.00
1	PW-UNIT STARTUP	ONSITE START-UP 7 X 24 SCHEDULING	2,171.00	2,171.00
1	ESTIMATE - ELECTRICAL	ESTIMATE ELECTRICAL INSTALL WITH EXISTING BYPASS	6,800.00	6,800.00
1	ESTIMATED FREIGHT	ESTIMATED FREIGHT - PER UNIT IN BULK	850.00	850.00
EATON 9PXM 12-SLOT UPS WITH EXISTING BYPASS, MAINTENANCE AND START-UP				<u>53,054.00</u>

Donna Pair

Application Sales Executive
 Public Safety Solutions - Public Sector & FirstNet

AT&T Services, Inc.

1361 Wald Rd., New Braunfels, TX 78132
[m 830.946.2049](tel:830.946.2049) | donna.pair@att.com

Billy Blankenship

TSC E911
 Public Safety Solutions - Public Sector & FirstNet

AT&T Services, Inc.

[m 512-496-8921](tel:512-496-8921) | billyb@att.com

**CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT
BOARD OF MANAGERS MEETING**

MEETING DATE: May 10, 2023

AGENDA ITEM: #4 Consider Approving AT&T Service Agreement for GeoComm Mapping Services with Maintenance and Support

GENERAL DESCRIPTION OF ITEM:

GeoComm’s Mapping services have been utilized in the region since 2015 for GIS mapping support to “interpret” GIS data inputs so the location of 9-1-1 calls can be pinpointed in CAD systems. This agenda item allows for migrating current GeoLynx mapping services to GeoComm MAPS, the NG9-1-1 geo-location call routing and compatible internet applications and is a continuation of the GeoComm mapping services offered through the AT&T Unified Agreement. The pricing schedule reflects the cost for the GeoLynx and GeoComm MAPS mapping services with support and maintenance for all equipment and 100 licenses used region wide. The total cost for FY 2023 is \$147,850.74 and \$96,234.00 per year thereafter as needed.

The GeoComm MAPS service will continue to be used throughout the transition of the new installation of NG911 when selected. Additional mapping service is being incorporated into the new Call Handling Equipment RFP and will be identified in the proposals.

THIS ITEM REPRESENTS A:

- New issue, project or purchase
- Routine, regularly scheduled item
- Follow-up to previously discussed item
- Special item requested by board member.
- Other

PRIMARY CONTACT/STAFF MEMBER: **Richard Morales Jr., Director of Emergency Communications**

BUDGETARY IMPACT OF AGENDA ITEM:

Total estimated cost: **\$147,850.74**

Source of funds: CAECD Unassigned Fund balance

Is item already included in fiscal year budget? Yes No

Does item represent a new expenditure? Yes No

Does item represent a pass-through purchase? Yes No

If so, for what city/county/etc.? _____

PROCUREMENT: AT&T Unified Agreement

ACTIONS REQUESTED:

Consider approving the GeoComm mapping services as indicated on AT&T Pricing Schedule for FY2023 and subsequent years as needed.

BACK-UP DOCUMENTS ATTACHED:

1. Staff Memo
2. AT&T Pricing Schedule

BACK-UP DOCUMENTS NOT ATTACHED (to be sent prior to meeting or will be a handout at the meeting):

None



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BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

MEMORANDUM

May 10, 2023

TO: Betty Voights, Executive Director

FROM: Richard Morales, Jr., Director-Emergency Communications

RE: Service Agreement with AT&T for GeoComm Mapping Services

Staff is seeking approval to continue GeoComm Mapping Service utilizing the in-place AT&T Master (Unified) Agreement structure. GeoComm is migrating off the GeoLynx mapping service to the new GeoComm MAPS service. The GeoComm MAPS service is based on the Next Generation 9-1-1 (NG911) geo-location call-based routing rather than the GeoLynx legacy call-based routing. We will need to concurrently operate both mapping services in the region in order to provide both legacy and geo-location call-based routing while the transition is ongoing. A new identified pricing schedule has been incorporated by AT&T to identify services offered by AT&T channel partners. These costs were previously embedded in a general AT&T service item and budgeted accordingly.

We have previously briefed on the GeoLynx Mapping server upgrades being incompatible with the Solacom Call Handling Equipment (CHE) internet application versions and the delays created in transitioning to Geo-location call-based routing. GeoComm provided an individual system enhancement to GeoLynx platform to allow compatibility with Solacom CHE and a transition to GeoComm MAPS platform allowing an interim and forward compatibility for a new CHE when we are ready to install. Having this transitional path and flexibility will streamline the installation of new CHE while maintaining the current system.

The new pricing schedule will incorporate the concurrent operation of both mapping versions, the regional 100 licenses, support and maintenance for all equipment during the transitional year priced at \$147,850.74. Thereafter, on an as needed basis for \$96,234.00 per year inclusive of the new mapping service, 100 licenses, support and maintenance. An annual increase in the GIS support budget will be an additional \$52K.



**AT&T Public Safety Equipment Resale and Related Services
Pricing Schedule for 911 CPE Call Handling**

MA Reference No.: _____
Pricing Schedule No.: _____

CUSTOMER Legal Name ("Customer")	AT&T Corp. on its own behalf and on behalf of its service providing affiliates ("AT&T")	AT&T Branch Sales Contact Name
Capital Area Council of Governments	AT&T Corp. on its own behalf and on behalf of its service providing affiliates	Name: Donna Pair
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
6800 Burleson Road Building 310, Suite 165 Austin TX USA 78744	One AT&T Way Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com	1361 Wald Rd New Braunfels TX USA 78132 Phone : 830-946-2049 Email : donna.pair@att.com Sales/Branch Manager: Dustin Alexander SCVP Name: Jean-Claude Rizk
CUSTOMER Contact		AT&T Contact Information
Name: Richard Morales Title: Director-Emergency Communications Telephone: 512-916-6044 Fax: Email: rmorales@capcog.org		Name: Donna Pair Address: 1361 Wald Rd City: New Braunfels State / Province: TX Country: USA Domestic / Intl / Zip Code: 78132 Telephone: 8309462049 Email: donna.pair@att.com
CUSTOMER Billing Address and Contact		
6800 Burleson Road Building 310, Suite 165 Austin TX USA 78744 Contact Name: Richard Morales Title: Director-Emergency Communications Telephone: 512-916-6044 Fax: E-mail: rmorales@capcog.org		

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above. In the case of a conflict, the descending order of priority for the documents in this Pricing Schedule is Sub-Rider B3, the other applicable Sub-Riders, the applicable Rider and the General Terms.

- Rider A – Purchased Equipment
- Rider B – AT&T-Provided Services
- Sub-Rider B1 – AT&T-Provided 911 Voice Maintenance
 - Sub-Rider B2 – AT&T-Provided 911 Voice Warranty Services
 - Sub-Rider B3 – AT&T 911 Call Handling Equipment and Services

CUSTOMER	AT&T Corp. on its own behalf and on behalf of its service providing affiliates
By: _____ (by its authorized representative)	By: _____ (by its authorized representative)
(Typed or Printed Name)	(Typed or Printed Name)
(Title)	(Title)
(Date)	(Date)

**GENERAL TERMS APPLICABLE TO
AT&T PUBLIC SAFETY EQUIPMENT RESALE AND RELATED SERVICES**

1. SERVICES AND PURCHASED EQUIPMENT

- “Purchased Equipment” – means equipment (including Software) sold and Software separately sold by AT&T to Customer pursuant to this Pricing Schedule. “Purchased Equipment” includes replacement hardware and Software provided in connection with AT&T-Provided Maintenance and Warranty Services.
- “Software” – means software purchased separately or software included with the equipment purchased, pursuant to this Pricing Schedule.
- “Services” – per applicable Riders and Sub-Riders.

2. QUOTE

AT&T may provide a quote for the price of Purchased Equipment or Services to Customer (“Quote”) or include such information in a Statement of Work (“SOW”). Such Quote will expire thirty (30) days after the date of the Quote, unless a different time period for expiration is stated in the Quote. All such pricing is applicable only to the project or purchase specified in such Quote unless stated otherwise in the SOW or Sub-Rider.

3. ORDERS

(a) Order means an order for Purchased Equipment or Services, including Statements of Work and requests to change an Order, that Customer submits to AT&T in writing (or other method specifically authorized by AT&T). AT&T reserves the right not to accept any Order. Except for information required by AT&T to fulfill the Order, no terms and conditions, or other language contained in any Customer-supplied document or purchase order shall apply.

(b) Telephone Orders may be accepted for moves, adds, or changes to Purchased Equipment that do not require design engineering support from AT&T or the supplier and can be ordered off the shelf without being configured or designed with other components.

4. TAX EXEMPTION

Customer must present a tax exemption certificate to AT&T, valid in the place of delivery, prior to or with an Order to receive exemption status.

5. TERMINATION

(a) Either party may terminate this Pricing Schedule upon thirty (30) days’ prior written notice, except that all work under any outstanding Orders will be completed unless one party notifies the other otherwise in writing.

(b) Customer may terminate an Order on five (5) days prior written notice. AT&T may recover all amounts owing under the Order for any time, materials and expenses incurred through the effective date of termination, and any third party charges resulting from the termination.

6. LIMITATION OF LIABILITY

(a) EACH PARTY’S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE FOR CLAIMS ARISING DURING ANY TWELVE MONTH PERIOD) TWICE THE NET PURCHASE PRICE OF THE PURCHASED EQUIPMENT OR SERVICES IN THE ORDER GIVING RISE TO THE LIABILITY. THE LIMITATION IN THIS SECTION SHALL NOT LIMIT CUSTOMER’S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES.

(b) Except for AT&T-Provided Service, AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD CUSTOMER HARMLESS FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON OR INVOLVING EQUIPMENT, SOFTWARE OR SERVICES FURNISHED UNDER THIS PRICING SCHEDULE.

7. PURCHASED EQUIPMENT WARRANTY AND LIMITATION ON USE

(a) AT&T shall pass through to Customer any warranties available from Purchased Equipment manufacturers or licensors. The manufacturer or licensor and not AT&T is responsible for any such warranties.

(b) Except as set out in Section 7(a), ALL PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN “AS IS” BASIS. AT&T DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING). These disclaimers shall apply even if the express warranties from equipment manufacturers or licensors fail of their essential purpose.

8. MAINTENANCE CHARGES

AT&T may invoice maintenance charges in full in advance of the term for AT&T-Provided and Manufacturer-Provided maintenance services. Such maintenance charges are non-refundable. .

Rider B – AT&T-Provided Services

1. SERVICE

- Per applicable Sub-Rider
- Services have an end date and do not continue under a month-to-month service arrangement after the end of a term unless specifically identified as such in the applicable Sub-Rider.

2. INTELLECTUAL PROPERTY RIGHTS

(a) All intellectual property rights used in providing, or arising by virtue of AT&T's performance, of the Services are and will be the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.

(b) Customer shall own copies of any reports produced and furnished to Customer by AT&T ("Reports"), and AT&T grants Customer a perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports solely for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.

(c) AT&T grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer by AT&T under this Pricing Schedule, solely (i) for Customer's own internal business purposes during the term of this Pricing Schedule or (ii) for such other purposes as may be agreed in writing by the parties.

(d) Except as otherwise specified in this Pricing Schedule, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this Pricing Schedule.

3. WORKMANSHIP

The provision of Services under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains. AT&T's obligation under this Section expires upon Customer's acceptance of the Services.

4. INDEPENDENT CONTRACTOR

AT&T is an independent contractor for the Services performed under Pricing Schedule.

5. ACCEPTANCE

Upon completion of professional and implementation Services ("Service Completion Date"), Customer either shall sign the acceptance document AT&T presents or shall provide within five (5) Business Days of the Service Completion Date written notice to AT&T identifying any non-conforming professional or implementation Service. "Business Day" means Monday through Friday, excluding AT&T-recognized holidays. If Customer fails to provide such notice, Customer is deemed to have accepted the Service as of the Service Completion Date. AT&T may invoice Customer for professional and implementation Services upon acceptance.

6. NON-SOLICITATION

Customer agrees not to directly solicit for employment any personnel of AT&T or its subcontractors or agents performing Services hereunder until one (1) year following the completion or termination of applicable Order pursuant to which the Services were performed without the prior written consent of AT&T.

7. DELAYS

If there is a delay in providing Services that was not caused by AT&T, Customer may incur additional labor or other charges. AT&T shall not be liable for such a delay. Such a delay may also impact future schedules.

8. REMOTE ACCESS TO EQUIPMENT

Customer shall provide remote access to equipment during installation and maintenance for trouble isolation, monitoring and resolution. Customer may satisfy this requirement: (i) by providing in-band or out-of-band connection; (ii) providing technical personnel on Site; or (iii) as otherwise described in the applicable Service Guide.

9. EQUIPMENT STORAGE

On the premises where the Services are being performed, AT&T or its subcontractors may store, at no charge, a reasonable amount of equipment, materials, tools and other items necessary for the performance of Services in a secure location provided by Customer ("Storage Location"). Customer will take reasonable precautions to protect and maintain the integrity of any such items. Customer agrees to accept delivery of any such items, to place them or direct their placement in the Storage Location and to notify AT&T of the delivery and Storage Location.

10. SERVICES SUPPLIER

If an AT&T supplier necessary for the delivery of Services ceases to provide all or a portion of such Services, either Party may terminate the affected portion of the Services, and Customer will receive a pro-rata refund of any amounts prepaid for such terminated Services.

Sub-Rider B3 – AT&T 911 Call Handling Equipment and Services

SERVICE

This Sub-Rider B-3 for AT&T 911 Call Handling Equipment and Services covers AT&T's sale of voice Purchased Equipment (referred to as Purchased Equipment, Equipment or CPE in this Sub-Rider) installation and/or maintenance Service for such Purchased Equipment to be provided by AT&T under the Maintenance Plan as set forth herein (the "Maintenance Plan"), and as further described below. The Purchased Equipment is identified in this Sub-Rider or in the attached or referenced Bill of Materials, or Order. This Sub-Rider also covers any Orders issued hereunder or in a SOW issued under this Sub-Rider, as well as any additions or replacement to the Purchased Equipment or Service.

I. Service Order Information and Payment Terms

***Taxes & Freight will be listed separately on the invoice. Total Purchase Price does not include maintenance.**

Rates and Charges

Non-Recurring Charges

Site Name	Address	City	State	Quantity of Positions	Non-Recurring Costs
CAECD	6800 Burleson Road Building 310 Suite 165	Austin	TX		\$ 147,850.74
					\$
					\$
					\$
Total Non-Recurring Charge					\$ 147,850.74

Recurring Rates

Service Type	Payment Period (Monthly/Annual)	Term (in months)	Recurring Costs
			\$
			\$
			\$
			\$
Total Recurring Rate			\$

Payment Terms:

- Locations to be invoiced and billed after each installation and customer acceptance.
- 100% of equipment and services at acceptance of services
- Equipment & Services Detail as per quote dated: _____

Leasing: AT&T Capital Services Other: N/A No

Purchase Order Number:

Sub-Rider B3 – AT&T 911 Call Handling Equipment and Services

SELECTION OF EQUIPMENT SERVICE PLAN:

AT&T 911 Voice Maintenance Solutions*: Essential Plus Custom Customer Initials: _____ (Required)

* Customer must select either Essential Plus or Custom in order to receive maintenance services under this Pricing Schedule.

Initial Term: () Years From: _____ To: _____ Annual Price: _____
Service Plan Payment Terms (default is annual): Prepay Annual Financing: N/A

NOTE: Hardware Maintenance Services commence at system installation/cutover.

TERMINATION PRICING ADJUSTMENTS: If Customer terminates AT&T 911 Voice Maintenance Solutions in whole or in part, including reduction in service level, Customer, depending on the payment terms, either shall be (a) invoiced fifty percent (50%) of the fees 30 days from the date AT&T received written notice of termination to the expiration of the maintenance term plus any non-recoverable and third party costs incurred by AT&T; or (b) credited fifty percent (50%) of fees paid for the terminated Service less any non-recoverable and third party costs.

Manufacturer-Provided Maintenance Services: OEM: _____

Name of Service: _____

Coverage Level: _____

ACCEPT - Customer Initials: _____ **DECLINE - Customer Initials:** _____

Initial Term: () Years From: _____ To: _____ Annual Price: _____
Service Plan Payment Terms: Prepay Annual Financing: N/A

NOTE: Software Support Services commence when Equipment is shipped from supplier/distributor.

TERMINATION PRICING ADJUSTMENTS: If Customer terminates Manufacturer-Provided Maintenance Service in whole or in part, the remaining unused portion of the maintenance fees is non-refundable, either by way of cash or credits.

Remittance for invoices rendered by AT&T Global Services for Service Plans should be to AT&T Global Services.

Attachments:

- 1. Statements of Work e.g. SOW, SCOW, PIG
- 2. Bill of Materials for Equipment and Services
- 3. Invoicing Schedule and Payment Terms
- 4. Implementation Timeline
- 5. Certificate of Acceptance
- 6. Other: [GeoCOMM Support and Maintenance (80 active licenses and 20 back-up licenses) Support provided for October 1, 2022- September 30, 2023. Option to renew for 12 months at \$96,234.00.]

II. Special Terms and Conditions for PSAP – LAN Configurations or Installations

CUSTOMER WARRANTS TO AT&T AND ALL 911 EMERGENCY SERVICE USERS THAT THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER, OR PREVIOUSLY SUPPLIED BY AT&T, IS NOT CONNECTED AND WILL NOT BE CONNECTED TO ANY LOCAL AREA NETWORK ("LAN") OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CRIME INFORMATION CENTER NETWORK ("CIC") OR SIMILAR NETWORK; PROVIDED, HOWEVER, THAT CUSTOMER MAY CONNECT SAID EQUIPMENT AND/OR SERVICES TO THE CIC OR SIMILAR NETWORK IF AND ONLY IF SUCH CONNECTION IS EXPRESSLY APPROVED IN WRITING BY AT&T, WHICH APPROVAL SHALL BE IN AT&T'S SOLE DISCRETION. AT&T RELIES ON THIS REPRESENTATION BY CUSTOMER IN AGREEING TO INSTALL AND/OR MAINTAIN SAID EQUIPMENT AND ALL SERVICES THEREON.

AT&T MAINTAINS A STRICT POLICY ("PSAP NETWORK SECURITY POLICY") THAT IT WILL INSTALL 911 EQUIPMENT ONLY IN A SECURE PSAP LAN, AND ONLY WHERE SUCH LANS ARE NOT CONNECTED TO ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL. AT&T WILL NOT INSTALL OR TERMINATE A PSAP LAN TO A FIREWALL. AT&T WILL IDENTIFY THE DEMARCATION POINT FOR THE PSAP LAN, BEYOND WHICH CUSTOMER AGREES THAT AT&T IS NOT RESPONSIBLE. IN THE EVENT CUSTOMER CONNECTS ITS PSAP LAN TO ANY OTHER COMPUTER NETWORK, CONTRARY TO AT&T'S EXPRESS PSAP NETWORK SECURITY POLICY (WHICH CUSTOMER ACKNOWLEDGES IT HAS RECEIVED AND READ), AND THE PSAP LAN IS INFECTED OR DAMAGED AS A RESULT OF SUCH ACTIONS, THEN ALL WARRANTIES, AND MAINTENANCE AND SERVICE PROVISIONS OF THIS AGREEMENT SHALL BE NULL AND VOID AND AT&T DISCLAIMS ANY LIABILITY WHATSOEVER RELATING TO ANY PSAP LAN WHICH CUSTOMER OR ITS AGENTS CONNECT TO ANY OTHER COMPUTER NETWORK CONTRARY TO THE PSAP NETWORK SECURITY POLICY.

UNDER SUCH CIRCUMSTANCES, AT&T WILL PROVIDE REPAIR SERVICES FOR THE PSAP LAN AT CUSTOMER'S REQUEST, WHICH WILL BE BILLED ON A TIME AND MATERIALS BASIS AT AT&T'S THEN-PREVAILING SERVICES RATES. CUSTOMER FURTHER AGREES TO INDEMNIFY AND HOLD AT&T HARMLESS FOR ANY DAMAGES TO OR CLAIMS BY ANY THIRD PARTY AGAINST AT&T WHICH ARISE IN WHOLE OR IN PART FROM CUSTOMER'S CONNECTION OF THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER TO ANY LAN OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CIC.

CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT BOARD OF MANAGERS MEETING

MEETING DATE: May 10, 2023

AGENDA ITEM: #5 Consider Approving Vendor for Replacement of 9-1-1 Call Handling Equipment

GENERAL DESCRIPTION OF ITEM:

Proposals were received on April 10th for Next Generation 9-1-1 (NG9-1-1) Call Handling Equipment (CHE) and the Mapping Integration Solution. This CHE solution will replace all current equipment in the 31 Public Safety Answering Points (PSAP) and the four technology host systems across the region.

The CAECD Strategic Advisory Committee (SAC)'s appointed workgroup of seven PSAP managers representing varied sized PSAPs across the region worked to develop requirements, conduct evaluations, select, and recommend a CHE vendor solution proposal. CAPCOG received four vendor submissions, two vendors responded with a "No Bid" and two vendors submitted valid proposals. The two valid proposals were submitted as AT&T Channel partners indicating that AT&T is the prime vendor.

The working group evaluated and scored the proposals based on the technological format which best suits the region's needs from the telecommunicator perspective. Staff reviewed them based on the overall technical compliance, connectivity, system diversity, and maintenance intervals. The vendor which scored the highest and best meets the goals of this process is Intrado-VIPER CHE solution.

The capital cost of the equipment is \$12,182,294.66 with all the optional features needed to provide NG911 technology. The services cost and maintenance cost are \$6,624,291.41 for the initial contract period of five years. The proposal also includes a contract extension period for two optional maintenance years at \$5,555,519.05. Included in the initial maintenance are services which are currently contracted with AT&T which will integrate into services required for the new technology. Other optional equipment and services were proposed and will be investigated further to reveal if they are viable and affordable enhancements. The overall total for the Intrado-VIPER quote of \$24,362,105.12 incorporates all equipment, installation, and maintenance for the initial contract period of five years and two additional years of maintenance, encompassing a seven-year period.

The project plan will be refined with the vendors; however, we hope to begin installation by December 2023 with a completion target date of December 2024 to install and migrate all regional systems. We will detail the pricing milestones once a complete contract is negotiated. This purchase will be completed utilizing the in-place AT&T Master (Unified) Agreement and is primarily being funded by the SB8 grant received for statewide NG9-1-1 service; the balance will be budgeted annually for a five-year period and the first year is already in the FY 2023 budget. Staff recommends the Board of Managers authorize the Executive Director and staff to contract with AT&T for the Intrado-VIPER CHE solution for an amount not to exceed \$18,806,586.07 at this time. The final two years of maintenance costs will be reviewed with the vendor and placed on a CAECD Board future agenda once budgeting is completed.

THIS ITEM REPRESENTS A:

- New issue, project or purchase
- Routine, regularly scheduled item
- Follow-up to previously discussed item
- Special item requested by board member.
- Other

PRIMARY CONTACT/STAFF MEMBER: **Richard Morales Jr., Director of Emergency Communications**

BUDGETARY IMPACT OF AGENDA ITEM:

Total estimated cost: \$18,806,586.07

Source of funds: CAECD Revenue and SB8 Grant Funds – Grant of \$8.8 million is approved but not currently reflected in FY '23 budget; will be include in July agenda item for FY'24 budget.

Is item already included in fiscal year budget? Yes Partially with ongoing revenue

Does item represent a new expenditure? Yes No

Does item represent a pass-through purchase? Yes No

If so, for what city/county/etc.?

PROCUREMENT: Formal Competitive Request for Proposals

ACTIONS REQUESTED:

Authorize the Executive Director to negotiate a contract and approve the purchase of NG9-1-1 call handling equipment with AT&T and Intrado for an amount not to exceed \$18,806,586.07.

BACK-UP DOCUMENTS ATTACHED:

1. Staff Memo – CHE Recommendation

BACK-UP DOCUMENTS NOT ATTACHED *(to be sent prior to meeting or will be a handout at the meeting)*

None



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BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

MEMORANDUM

May 10, 2023

TO: Betty Voights, Executive Director

FROM: Richard Morales, Jr., Director, Emergency Communications

RE: Vendor Recommendation for 9-1-1 Call Handling Equipment and Mapping Solution Replacement

Background

In May 2021, the Texas Legislature passed House Bill 2911 (HB 2911) & Senate Bill 8 (SB 8), establishing September 1, 2025, as an overall target date for the state to be covered by Next Generation 9-1-1 (NG9-1-1) service, it further authorized the NG911 Fund funded by the American Rescue Plan Act of 2021 (ARPA). The state allocated \$150M ARPA funds to the NG911 Fund to enable 9-1-1 agencies to transition services to NG911 deferring a wireless fee increase. In August 2022, Capital Area Emergency Communications District's (CAECD) submitted grant application was awarded \$8.8M in grant funds from HB2911/SB8 to be utilized by December 2024. Prior to this award, CAPCOG had already planned to replace all of the region's Call Handling Equipment (CHE) due to end-of-life equipment and service support issues. CAPCOG had retained Mission Critical Partners (MCP) as consultants to establish requirements and develop plans to migrate onto a new CHE. The CAECD Strategic Advisory Committee designated a sub-committee/working group of seven Public Safety Answering Point (PSAP) managers representing all sizes of PSAPs across the region.

The Emergency Communications Division, sub-committee/working group and varied members of their staff met several times with MCP to develop the unique requirements for the CHE replacement. Several vendors were invited to conduct demonstrations of their services and equipment. The requirements were finalized in accordance with the state and federal grant guidelines to develop a Request for Proposals (RFP).

SAC Sub-committee/Working Group review and Recommendation

In March 2023, CAPCOG on behalf of CAECD issued the RFP to provide NG911 Call Handling Equipment and Solution (Including Mapping Integration). In April 2023, four vendors responded to the RFP. Two of the vendors submitted a "No Bid" after detailed requirements review and two vendors submitted a proposal under the AT&T Channel Partner solution. The subcommittee recognized the two vendors, Intrado – VIPER solution and Motorola – Vesta solution as being viable CHE solutions and began the evaluation and scoring of the 700+ pages of each response proposal. MCP staff provided scoring training and conducted liaison on Q&A between sub-committee/working group and AT&T. After a week of review, staff recommended that the scoring be extended a work week as normal operational commitments were delaying member scoring. The scoring and evaluation concluded on Friday April 21st. The Score Criteria is listed below. MCP and staff reviewed the scoring on the proposed solutions and resulted in Intrado – VIPER solution scoring **551.23** of possible 850 points and Motorola – Vesta solution scoring **541.03** of the possible 850 points. This total score includes a vendor integrated mapping solution.

After a review with MCP to clarify detailed solutions, the sub-committee/working group and Emergency Communications staff recommends the intent to award to Intrado-VIPER CHE solution to replace the current Solacom CHE. The Intrado-VIPER CHE solution with the AT&T Channel partnership will provide a complete region replacement within two years and will satisfy the grants timeline for reimbursement. This solution easily integrates with all current AT&T contractual agreement obligations; however, some overlap of current maintenance will be expanded in order to maintain the latest CHE installed. An example of this is our current annual equipment maintenance costs which includes AT&T Dedicated Technician contract is \$1,186,371 and extends into October 2025 will proportionally be included in maintenance costs starting year one of this project.

The overall base capital and maintenance cost of this project will be **\$18,806,586.07** over an initial five (5) year period which staff recommends is approved at this point. Two (2) additional maintenance option years are available at the cost of **\$5,555,519.05**; staff would like additional time to review this option and will bring it back for the board’s consideration coinciding with preparation of the CAECD budget. This solution will replace each PSAP’s CHE in the region and provides the geographically separated technology host, providing depth in contingency call routing and services in delivering the NG911 applications.

At this time, staff is requesting the CAECD Board of Managers authorize the Executive Director and staff to negotiate a contracted solution with AT&T to include the capital equipment costs and maintenance for years 1-5 not to exceed **\$18,806,586.07** which includes the Capital Equipment, required options and annual maintenance cost for the initial five-year contract period. This proposed project implements the required technology to satisfy grant requirements and poise the region with state-of-the-art equipment and services.

Staff wishes to thank the sub-committee/working group members listed below for their in-depth subject matter expertise, diligence in detailed review of the requirements and the precious time devoted to this project. Based on their guidance and staff integration we are confident this CHE solution will provide the NG911 diversity in technology for the next decade and beyond. This diverse region will integrate with the rest of Texas and lead the pathway initiative of NG911 across the nation.

Scoring Criteria

Criteria	Points
Technical Compliance	300
Maintenance and Support	125
Vendor Experience and Capability	150
Ability to Deliver Equipment to Comply with Major Milestones	200
Total System Cost	75
TOAL POINTS AVAILABLE	850

Scores and Pricing

	Intrado-VIPER	Motorola-Vesta
Score (out of 850)	551.23	541.03
Capital Cost	\$12,182,294.66	\$14,597,698.43
Maintenance Years 1-5	\$6,624,291.41	\$4,164,352.91
Maintenance Years 6-7	\$5,555,519.05	\$2,867,479.79
Total	\$24,362,105.12	\$21,629,531.13

CAECD SAC Sub-Committee/Working group members:

- Megan Jones – ECO Manager Hays CSO (Chair)
- Leigh Carrico – PS Comm Manager- Round Rock PD
- Dawn Adams – 9-1-1 EC Director – Bastrop County
- Ken Murphy – EC Division Director – Austin PD
- Donita Whitecotton – Comm Manager- Llano CSO
- Amanda Porter – 9-1-1 Comm Manager Travis CSO
- Stacy Marberry – PS Comm Manager – Marble Falls PD