



CAECD Board of Managers | Agenda

10:30 a.m., or upon adjournment of the Executive Committee
Wednesday, March 13, 2024
CAPCOG Lantana Room
6800 Burleson Road, Bldg. 310, Ste. 155
Austin, Texas 78744

Mayor Lew White, City of Lockhart, **Chair**
Commissioner Debbie Ingalsbe, Hays County, **1st Vice Chair**
Mayor Pro Tem Matthew Baker, City of Round Rock, **2nd Vice Chair**
Judge Brett Bray, Blanco County, **Secretary**
Judge Ron Cunningham, Llano County, **Parliamentarian**
Judge James Oakley, Burnet County, **Immediate Past Chair**
Council Member Mackenzie Kelly, City of Austin
Commissioner Clara Beckett, Bastrop County
Mayor Lyle Nelson, City of Bastrop
Council Member Kevin Hight, City of Bee Cave
Commissioner Joe Don Dockery, Burnet County
Judge Hoppy Haden, Caldwell County

Judge Dan Mueller, Fayette County
Council Member Ron Garland, City of Georgetown
Mayor Pro Tem Steve Hougen, City of Granite Shoals
Mayor Pro Tem Esmeralda Mattke Longoria, City of Leander
Commissioner Steven Knobloch, Lee County
Mayor Pro Tem Doug Weiss, City of Pflugerville
Mayor Jane Hughson, City of San Marcos
Council Member Janice Bruno, City of Smithville
Mayor Brandt Rydell, City of Taylor
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 Vikki Goodwin

- 1. Call to Order and Opening Remarks by the Chair**
- 2. Consider Approving Minutes for the February 14, 2024 CAECD Board of Managers Meeting**
- 3. Consider Amending the CAECD PSAP Policies**
Betty Voights, Executive Director
Richard Morales, Emergency Communications Director
- 4. Consider Approving Caldwell County PSAP Colocation to Include Lockhart and Luling PSAPs**
Betty Voights, Executive Director
Richard Morales, Emergency Communications Director
- 5. Consider Additional Funding for Llano County Tower Extension**
Richard Morales, Emergency Communications Director
- 6. Consider Reallocating Funds from CoA/Caldwell/Burnet Co Communications Project for Completion of Burnet County Project and Extending Interlocal Agreement with City of Austin**
Richard Morales, Emergency Communications Director
- 7. Consider Approving the Purchase of SIP Licenses and Satellite Connection Boxes**
Richard Morales, Emergency Communications Director
Renee Bell, Assistant Director, Operations

A closed executive session may be held on any of the above agenda items when legally justified pursuant to Subchapter D of the Texas Open Meetings Act (Texas Government Code Chapter 551).

- 8. Consider Approving Committee Appointments**
Betty Voights, Executive Director
- 9. Staff Reports**
Betty Voights, Executive Director
- 10. Adjourn**



CAECD Board of Managers | Summary Minutes

10:30 a.m. or upon adjournment of the Executive Committee, Wednesday, February 14, 2024
6800 Bureson Road
Building 310, Suite 165
Austin, Texas 78744

Present (20)

Mayor Lew White, City of Lockhart, **Chair**
Mayor Pro Tem Matthew Baker, City of Round Rock,
2nd Vice Chair
Judge Brett Bray, Blanco County, **Secretary**
Judge Ron Cunningham, Llano County, **Parliamentarian**
Judge James Oakley, Burnet County, **Immediate Past
Chair**
Commissioner Clara Beckett, Bastrop County
Mayor Lyle Nelson, City of Bastrop
Council Member Kevin Hight, City of Bee Cave
Commissioner Joe Don Dockery, Burnet County

Judge Hoppy Haden, Caldwell County
Judge Dan Mueller, Fayette County
Mayor Pro Tem Steve Hougen, City of Granite Shoals
Commissioner Steven Knobloch, Lee County
Mayor Pro Tem Doug Weiss, City of Pflugerville
Mayor Jane Hughson, City of San Marcos
Mayor Brandt Rydell, City of Taylor
Judge Andy Brown, Travis County
Commissioner Ann Howard, Travis County
Commissioner Russ Boles, Williamson County
Representative Vikki Goodwin

Absent (6)

Commissioner Debbie Ingalsbe, Hays County, **1st Vice
Chair**
Council Member Mackenzie Kelly, City of Austin
Council Member Ron Garland, City of Georgetown

Mayor Pro Tem Esme Mattke Longoria, City of Leander
Council Member Janice Bruno, City of Smithville
Commissioner Cynthia Long, Williamson County

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

Mayor White called the meeting to order at 10:43 a.m.

2. **Consider Approving Minutes for the January 10, 2024 CAECD Board of Managers Meeting**

Mayor White asked the board to consider approving the January 10, 2024 CAECD Board of Managers meeting minutes. Commissioner Boles made a motion to approve the minutes. Commissioner Dockery seconded the motion. It passed unanimously.

3. **Consider Approving Renewal of Data Hub Contract with GeoComm**

Charles Simon, Director of Regional Planning & Services

Mr. Simon asked the Board to consider approving the issuance of a purchase order, in the amount of \$87,973.84, for a one-year renewal to GeoComm's Data Hub system. Our local governments use Data Hub to detect and analyze errors in the 9-1-1 GIS database that could cause inaccurate call routing within the jurisdictional boundaries.

Mayor White asked for a vote on the item. Judge Bray made a motion to approve the one-year renewal to GeoComm. Mayor Hughson seconded the motion. It passed unanimously.

4. **Consider Amending the CAECD PSAP Policies**

Betty Voights, Executive Director

Richard Morales, Emergency Communications Director

Ms. Voights asked the Board to consider approving the draft of proposed amendments to policies governing Public Safety Answering Points (PSAPs), as recommended by the CAECD Strategic Advisory Committee (SAC) meeting at its February 1, 2024 meeting. The PSAP Policies were initially adopted in 2014 after a significant loss of 9-1-1 funding prompted rules for operational levels that could be supported by available funding and minor amendments were made in 2017.

Ms. Voights noted that Commissioner Long, who is the board’s liaison with the SAC, was not able to attend the meeting but they had discussed the recommended amendments on the agenda, specifically the section that allows for a newly approved PSAP to self-fund in the event the CAECD does not have the available revenue. Commissioner Long recommended that the board approve a new PSAP per the criteria, but it should not be activated until there are sufficient CAECD funds to support it.

Discussion followed on Lago Vista’s interest in self-funding its PSAP, whether it matters which entity is paying for it or whether it is good policy for the CAECD to be adding a lot of PSAPs just because the local governments can afford them.

Mr. Morales responded that infrastructure projects, like laying down new fiber, can be very expensive. In this case, the cost could be between \$6-7 million. There is also impact on the CAECD staff; ongoing technical support, network monitoring and increased training would be necessary. Even if a PSAP is willing to pay its operational costs, there is not really a way to roll in these other costs. The discussion turned to the possibility of ISDs adding police departments and needing a PSAP. Commissioner Boles discussed school districts now asking for PSAPs too – the real cost of a PSAP is not always understood.

Judge Oakley asked why action needs to be taken on this item today and Ms. Voights responded that it could be tabled; however, the staff’s position would still be recommending the amendments proposed today as a result of the SAC meeting. Commissioner Dockery referred to communications from Lago Vista and from some of the SAC members who were not at the meeting, and suggested the policies be tabled because he didn’t feel everyone was satisfied with what was being proposed.

Mayor White asked for a vote to table this item until after the CAECD SAC meets again, and to add it to the March CAECD BOM meeting agenda. Commissioner Dockery made a motion to table the item and Commissioner Beckett seconded the motion. The motion passed, with one no vote by Commissioner Boles.

5. Consider Approving Committee Appointments

Betty Voights, Executive Director

Ms. Voights did not have any committee appointments to share with the Board.

6. Staff Reports

Betty Voights, Executive Director

Ms. Voights did not have any staff reports to share with the Board.

7. Adjourn

Mayor White adjourned the meeting at 11:10 a.m.

County Judge Brett Bray
Board of Managers
Capital Area Emergency Communications District

Date

CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT BOARD OF MANAGERS MEETING

MEETING DATE: March 13, 2024

AGENDA ITEM: 3. Consider Amending the CAECD PSAP Policies

GENERAL DESCRIPTION OF ITEM:

This is a follow up item from the February agenda when CAPCOG staff provided a version of the PSAP Policies with amendments identified by the CAECD Strategic Advisory Committee (SAC) in a February 1st meeting. At the February CAECD board meeting, this agenda item was tabled at the request of Burnet County Commissioner Joe Don Dockery who also serves as the new SAC chair. Another SAC meeting has been scheduled for February 28th; additional recommendations for amendments from that meeting will be sent out at least a week prior to the board meeting. As a reminder, below is a recap of relevant points from the February agenda item description:

With the significant changes in technology and increases in costs for the 9-1-1 equipment as well as maintenance, systems management duties by CAPCOG staff, and the advances in call handling efficiencies, we determined these Policies needed to be reviewed and updated. Also, we continue to have interest in some PSAPs being deactivated, closed and re-located and at least one reactivation at the original site, so the Policies needed to provide more guidance for these situations. Staff consulted policies used by the NCTCOG and HGAC (DFW and Houston COGs) emergency communications districts as well as the policies of the Commission on State Emergency Communications with consideration to adding and closing PSAPs, process for consolidations, adding call taking positions, and other procedural examples.

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: **Betty Voights, Executive Director**
Richard Morales, Emergency Communications Director

BUDGETARY IMPACT OF AGENDA ITEM:

Total estimated cost: N/A

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: N/A

ACTIONS REQUESTED: Approve PSAP Policies recommended in February with consideration of additional changes recommended after February 28 SAC meeting.

BACK-UP DOCUMENTS ATTACHED:

Draft of Proposed Updates and Changes to PSAP Policies provided in February.

BACK-UP DOCUMENTS NOT ATTACHED *(to be sent prior to meeting and will be a handout at the meeting):*
Revised Draft of Proposed Updates and Changes following CAECD Strategic Advisory Committee February 28th meeting.

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

MEETING DATE: March 13, 2024

AGENDA ITEM: 4. Consider Approving Caldwell County PSAP Colocation to Include Lockhart and Luling PSAPs

GENERAL DESCRIPTION OF ITEM:

Caldwell County and the cities of Lockhart and Luling are seeking approval to co-locate in the County’s PSAP; this will include relocating all three PSAPs into the Caldwell County Justice Center. The funding for the relocation is available in the current budget. The proposed revisions to the PSAP Policies include language that allows a PSAP to move out of a co-located site and return to its original location within five years at the local government’s expense – although those policies have not been adopted, we recommend that policy be applied to this project. This would be the same as the Kyle PSAP relocation agreement and the CAECD SAC recommended allowing this going forward.

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: **Betty Voights, Executive Director**
Richard Morales, Emergency Communications Director

BUDGETARY IMPACT OF AGENDA ITEM:

Total estimated cost: N/A

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: N/A

ACTIONS REQUESTED: Approve the relocation and related costs for the Caldwell County, Lockhart and Luling PSAPs to collocate at the Caldwell County Justice Center.

BACK-UP DOCUMENTS ATTACHED:

- Caldwell County Resolution requesting colocation
- City of Lockhart request for colocation
- City of Luling request for colocation

BACK-UP DOCUMENTS NOT ATTACHED: N/A



RESOLUTION 12-2024
COMMITTING TO THE CO-LOCATION OF EMERGENCY DISPATCH EQUIPMENT AND
PERSONNEL WITH THE CITY OF LOCKHART AND THE CITY OF LULING

WHEREAS, the Capital Area Emergency Communications District (the "CAECD") is local political subdivision of the State of Texas formed under Subchapter G, Chapter 772, Texas Health and Safety Code;

WHEREAS, the CAECD provides 9-1-1 services, including payments for equipment, maintenance, and digital connectivity, to 31 Public Safety Answering Points (PSAPs) within the Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson, and the City of Austin;

WHEREAS, a PSAP is a local communications facility that operates continuously to receive 9-1-1 calls and, as appropriate, dispatches emergency response services directly or transfers or relays emergency 9-1-1 calls to other public safety agencies;

WHEREAS, three PSAPs are located within the territory of the Caldwell County and are operated independently by the County, the City of Lockhart, and the City of Luling within their respective jurisdictions;

WHEREAS, to better provide high-quality emergency 9-1-1 communications to the both the people calling for help in an emergency situation and the emergency response agencies who arrive on-scene, the County, the City of Lockhart, and the City of Luling have agreed to co-locate their PSAPs, emergency communications equipment, and emergency dispatch personnel; and

WHEREAS, the CAECD requires a formal commitment by the County and the Cities to co-locate in order to facilitate the relocation process.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]
[RESOLUTION CONTINUES ON NEXT PAGE]

NOW THEREFORE, BE IT RESOLVED BY THE CALDWELL COUNTY COMMISSIONERS COURT THAT:

- (1) The County is committed to co-locating its PSAP with the PSAPs of the City of Lockhart and the City of Luling; and
- (2) The County Judge is authorized to execute any additional correspondence with the CAECD and the Capital Area Council of Governments (CAPCOG) evidencing the County's commitment as provided in this Resolution.

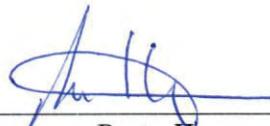
RESOLVED this the 13th day of February, 2024.



Hoppy Haden
Caldwell County Judge



B.J. Westmoreland
Commissioner, Precinct 1



Rusty Horne
Commissioner, Precinct 2



Ed Theriot
Commissioner, Precinct 3



Dyral Thomas
Commissioner, Precinct 4

ATTEST:



Teresa Rodriguez
County Clerk



February 21, 2024

Betty Voight
Executive Director
Capital Area Council of Governments (CAPCOG)
Austin, TX

Ms. Voight:

The City of Lockhart, working with the officials of Caldwell County and the City of Luling, have determined the benefits of co-locating our three Public Safety Answering Points (PSAP) into one location. Specifically, the County's Justice Center, in which an area is being built to support a co-located PSAP serving the county and its cities.

We understand CAPCOG will need to expend Capital Area Emergency Communications District (CAECD) funding for this project, as well as relocating all necessary equipment for 911 call-handling and will no longer financially support the City's facilities where the current PSAP is located.

We believe this is a mutually beneficial project for all involved and urge the CAECD Board to approve the co-location plan.

Sincerely,



Lew White
Mayor

CC: Steven Lewis, City Manager
Randy Jenkins, Fire Chief
Gary Williamson, Police Chief



City of Luling

509 E. Crockett • Luling, Texas 78648 • Phone: (830) 875-2481 • Fax: (830) 875-2038

February 21, 2024

Betty Voights
Executive Director
Capital Area Council of Governments
6800 Burleson Road
Building 310, Suite 165
Austin, Texas ZIP

Re: Joint commitment of Caldwell County, the City of Lockhart, and the City of Luling to co-locate Public Safety Answering Points (PSAPs)

Dear Ms. Voights,

I am writing this letter to formalize our commitment to co-locate the Caldwell County, City of Lockhart, and the City of Luling PSAPs. Together, these three PSAPs comprise the entirety of PSAPs in Caldwell County.

Co-locating will allow the County, Lockhart, and Luling to better provide the high-quality emergency communications CAPCOG enables to both the people calling for help in an emergency situation and the emergency response agencies who arrive on-scene.

In that same spirit of cooperation, we look forward to receiving CAPCOG's approval of this project—specifically, CAECD the board of managers that oversees emergency communications issues. It is our understanding that this item will be placed on the board's March agenda for consideration.

Please do not hesitate to contact me if you would like to discuss this issue further.

Respectfully submitted,

CJ Watts
Mayor, City of Luling

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

MEETING DATE: March 13, 2024

AGENDA ITEM: 5. Consider Allocating Additional Funding for Llano County Tower Extension

GENERAL DESCRIPTION OF ITEM:

In February 2022 the Board of Managers approved a Communications Project for Llano County Public Safety Answering Point (PSAP) in the amount of \$1,246,900.00. This project funded replacement of aging end of life radio dispatch console equipment, emergency call recording equipment and microwave and radio antenna replacements. Llano County is requesting the additional funding of \$49,711.00 to accomplish additional recording channel licensing for emergency call traffic within an internal phone exchange, 9-1-1 call taking equipment and radio call integration which will enable the capture of all voice traffic related to a 9-1-1 phone call and radio dispatching. The additional funding will also enable the extension of radio/microwave tower structure and services into the new PSAP remodeled area. This project was identified as a listed communication Gap of the CAPCOG Regional Interoperational Communications Committee (CRICC) Gap List. Llano County had previously self-contributed \$321,101.00 towards the overall project cost.

Staff reviewed the additional scope presented by the vendor and validated the work required to complete the project and it also satisfies the effective use of 9-1-1 fees. The additional work will also provide Llano County with updated emergency service equipment to effectively deploy public safety services across the county and the connectivity to interoperate with land mobile radio and 9-1-1 systems.

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., Emergency Communications Director**

BUDGETARY IMPACT OF AGENDA ITEM:

Total estimated cost: \$49,711.00

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: N/A

ACTIONS REQUESTED:

Consider approving the funds to complete the communications project and amend the ILA for reimbursement to reflect a reimbursement amount of \$1,296,611.00.

BACK-UP DOCUMENTS ATTACHED:

1. Llano County Motorola Change Order
2. CAECD/Llano County ILA.

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



CHANGE ORDER

[002]

Change Order Number: 002
 Date: 09.28.23
 Project Name and Number: Llano County Sherriff's Office - TX-21I235A
 Customer Name: Llano County
 Customer Project Mgr: Doni Whitecotton

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

This change order is for the licenses for 13 additional primary and redundant channels for the Nice logger. This will expand the solution from the original design of 23 to 36 channels.

- (25) cloud-based IP-phones (Yealink) from BEC (local VoIP PBX provider).
- (8) radio consoles via 2-wire analog output
- (3) Solacom Guardian positions via 2-wire analog output from the PAC at each position;

This change order also includes additional services and equipment needed due to the tower design change and relocation. The proposed tower location was moved from the West side of the Sherriff's office (near existing tower) to the SW side of building near the parking area.

Contract Project

Identifier (Name or Number): [DIR-TSO-4101]

Contract Date: 08/24/21

In accordance with the terms and conditions of the contract identified above between [Llano County] and Motorola Solutions, Inc., the following changes are approved:

Contract Price* Adjustments

Original Contract Price:	\$ 1,667,533.00
Previous Change Order amounts for Change Order numbers [#####] through [#####]:	\$ 0.00
This Change Order:	\$49,711.00
Contract Credit (If Applicable):	\$0.00
New Contract Price:	\$1,717,244.00

*"Contract Price" does not include taxes.

Completion Date Adjustments

Original Completion Date:	01.25.23
Current Completion Date prior to this Change Order:	06.30.24
New Completion Date:	N/A

Equipment Changes: <i>(additions, deletions or modifications)</i> Include attachments if needed.
- Removed (6) YH03 VHF antennas and replaced them with (2) VHF - DSBMV14817 antennas

Scope of Work Changes: <i>(additions, deletions or modifications)</i> Include attachments if needed.
Addition of cost associated with adding 13 channels for the NICE logger and additional equipment and materials for the Microwave Waveguide, cables to run from new entry port to radio room.

SUA/Support Service Changes: <i>(additions, deletions or modifications)</i> Include attachments if needed. Must be completed by Project CSM.
Not Applicable

Schedule Changes: <i>(describe change or N/A)</i>
Not Applicable

Contract Price Changes: <i>(describe change or N/A)</i>
\$49,711.00 due from customer for the additional costs associated

Customer Responsibilities: <i>(describe change or N/A)</i>
N/A

Payment Schedule for this Change Order: <i>(describe new payment terms applicable to <u>this</u> change order)</i>
Motorola will bill once the services are complete.

Purchase Order Requirements for this Change Order (select only one).

A Purchase Order is required - included with this change order and is attached.

Interlocal Agreement Between The Capital Area Council of Governments Capital Area Emergency Communications District and Llano County Regarding The Radio Dispatch Consoles And Network Interconnectivity Project

Sec. 1. Parties and Purpose

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

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

1.3. This agreement is entered between CAPCOG and (PUBLIC AGENCY) pursuant to Texas Government Code chapter 791 in order to *reimburse* the PUBLIC AGENCY for the purchase, installation and replacement of three (3) Motorola MCC7500 Radio Dispatch Consoles, NICE Recording System, and Microwave networked Interconnectivity to Greater Austin/Travis Regional Radio Systems (GATRRS).

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

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

Sec. 2. Goods and Services

2.1. The PUBLIC AGENCY agrees to complete the procurement and installation of engineering services, dispatch console, antenna, base radio, microwave radio equipment and networked interconnectivity with microwave to GATRRS in Llano County.

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

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

2.4 CAPCOG agrees to reimburse the PUBLIC AGENCY for the cost to complete the installation of three (3) MCC7500 radio dispatch consoles, NICE recording system, and networked interconnectivity with microwave to GATRRS. These efforts will be completed in accordance with the scope of work that is part of the proposal ("MCC7500 Console and Monopole dated August 21, 2021") between Motorola Solutions and Llano County dated.

Sec. 3. Term of Agreement

3.1. The effective date of this agreement is **JUNE 28, 2022**, and ends, unless sooner terminated under Sec. 9, 10, or 11, on **MARCH 28, 2023**, or extended by mutual agreement of project representatives.

Sec. 4. Agreement Price and Payment Terms

4.1. CAPCOG agrees to reimburse PUBLIC AGENCY for the goods and services provided under this Agreement, a total amount not to exceed \$1,246,900.00 as described in Attachment A.

4.2. PUBLIC AGENCY shall submit a project progress report indicating phase of the project, milestone reached, and work completed, an invoice to CAPCOG for each deliverable described in Attachment A within fifteen business days of acceptance of the deliverable by CAPCOG.

4.3. The invoices requesting payment must be delivered via e-mail to caecdaccounts@capcog.org, and to CAPCOG's representative described in Attachment B.

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

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

PUBLIC AGENCY agrees to provide with the invoice appropriate documentation for equipment purchases, delivery, and installation as well as services performed. A copy of the vendors invoice detailing aforementioned information and evidence of payment by the PUBLIC AGENCY in the form of a copy of a cashed check, ACH acceptance, or any other financial proof of the transaction.

4.5. CAPCOG agrees to pay PUBLIC AGENCY the amount owed on each invoice within 30 calendar days after its receipt, subject to acceptance of the deliverable as specified in Attachment A.

Sec. 5. Rights and Duties

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

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

- (i) an act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy, terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;
- (ii) the failure of any appropriate governmental agency or private utility to provide and maintain utilities;
- (iii) any failure of title to the Facilities or any placement or enforcement of any lien, charge, or encumbrance on the Facilities or on any improvements thereon that is not consented to in writing by, or arising out of any action or agreement entered by, either party to the Agreement;
- (iv) the inability of CAPCOG and its subcontractors to gain and maintain access to all areas of the Facilities and/or adjoining the Facilities where work is required to be performed hereunder;
- (v) the preemption, confiscation, diversion, destruction, or other interference by, on behalf, or with authority of a governmental body relating to a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action, in the possession of property, equipment or materials located at the Facilities, or in the performance of the Services to be performed by CAPCOG hereunder;
- (vi) strikes, work stoppages, or labor disputes affecting CAPCOG and any subcontractor (excluding material suppliers) of CAPCOG;
- (vii) with respect to CAPCOG, damage to the Facilities caused by third parties not related to or under the control of the CAPCOG, including, but not limited to, contractors and subcontractors for the CAPCOG; and,
- (viii) the failure of any CAPCOG subcontractor or supplier to furnish services, materials or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute Force Majeure if it affected the CAPCOG directly, and the CAPCOG is not able after exercising all reasonable efforts to timely obtain substitutes.

Sec. 6. Compliance with Applicable Law and Policy

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

Sec. 7. Independent Contractor

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

Sec. 8. Assignment and Subcontracting

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

Sec. 9. Records and Inspections

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

9.2. Subject to the additional requirement of Sec. 9.3, PUBLIC AGENCY agrees to preserve the records for four years after receiving its final payment under this Agreement.

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

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

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

Sec. 10. Proprietary or Confidential Information

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

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

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

Sec. 11. Termination of Agreement without Cause

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

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

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

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

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

Sec. 13. Termination for Breach of Contract

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

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

Sec. 14. Dispute Resolution

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

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

14.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin

for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

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

Sec. 15. Notice to Parties

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

15.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Betty Voights, Executive Director. PUBLIC AGENCY's address is 2001 N State Highway 16, Ste. A, Llano, TX 78643.

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

Sec. 16. Attachments

16.1. The following attachments are part of this agreement:

- Attachment A: Scope of Services
- Attachment B: Project Representatives and Records Location
- Attachment C: Pricing Summary and Schedule

Sec. 17. Miscellaneous

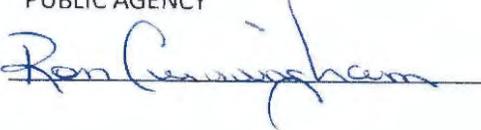
17.1. Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

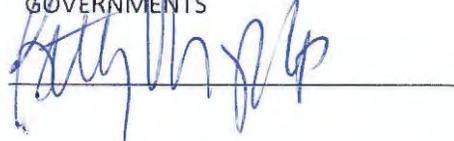
17.2. This Agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

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

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

17.5. This Agreement is executed in duplicate originals.

PUBLIC AGENCY
By 

CAPITAL AREA COUNCIL OF
GOVERNMENTS
By 

Name Ron Cunningham
Title County Judge
Date April 23, 2022

Betty Voights
Executive Director
Date 4-18-22

Date of governing body approval: April 23, 2022

Attachment B: Project Point of Contact and Records Location

CAPCOG Project Representative

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

<u>Renee Bell</u> (Name)	Telephone No: <u>512-916-6068</u>
<u>Assistant Director-Operations</u> (Title)	Facsimile No: <u>512-916-6001</u> <u>rbell@capcog.org</u>
	Email: _____

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

PUBLIC AGENCY Project Representative

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

<u>Don Cunningham</u> (Name)	Telephone No: <u>325-247-7730</u>
<u>County Judge</u> (Title)	Facsimile No: <u>325-247-7732</u>
	Email: <u>dcunningham@co.llano.tx.us</u> <u>dbuchanan@co.llano.tx.us</u>

Designated Location for Records Access and Review

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

[Insert address] 801 Ford St.
llano TX 78643

Attachment C: Pricing Summary and Schedule

Pricing Summary: Motorola agreed to provide the following equipment and services to Llano County Sheriff's Office:

Description	Price
MCC7500E Consoles and Required Interoperability NICE Logging/Recording Solution Microwave Link and Monopole	
Equipment Total	\$692,962.00
Services Total	\$907,015.00
DIR Contract Discount	(\$353,077.00)
TOTAL	\$1,246,900.00
Post Warranty Maintenance and Lifecycle	
Services (Years 2-5, \$105,158.25 annually)	\$420,633.00

Description	Price
Grand Total With Post Warranty And Lifecycle Services	\$1,667,533.00

Payment Schedule Between Motorola and Llano County

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

System Purchase

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment from Staging;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

Motorola shall make partial shipment of equipment and will request payment upon shipment of such equipment.

For Lifecycle Support Plan if not purchased in full upfront:
 Motorola will invoice Customer annually in advance of each year of the plan.

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

Total Cost to Public Agency	Public Agency Contribution	CAECD Funding Requested	CAECD Approved Funding	Project Cost Details
\$1,667,533.00	\$420,633.00	\$1,246,900.00	\$1,246,900.00	Installation of three (3) radio dispatch consoles and Networked Interconnectivity with Microwave to GATRRS system.

Upon completion of final acceptance of the project by the Public Agency, the Public Agency will provide to CAPCOG a copy of all invoices with a copy(s) of the remittance check(s), cashier's check(s), or wire transfer(s) (ACH) drawn on a U.S. financial institution and made payable to Motorola for the MCC7500 Consoles, NICE Recording System, and Microwave Interconnectivity.

CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT BOARD OF MANAGERS MEETING

MEETING DATE: March 13, 2024

AGENDA ITEM: 6. Consider Reallocating Funds from CoA/Caldwell/Burnet Co Communications Project for Completion of Burnet County Project and Extending Interlocal Agreement with City of Austin

GENERAL DESCRIPTION OF ITEM:

The Board of Managers approved Communications Projects for the City of Austin, BUC/RBUC, Burnet County and Caldwell County (aka Motorola Project) in 2019. An interlocal agreement between CAECD and the City of Austin providing reimbursement funds not to exceed \$6M was executed July 2020. The original scope for the Burnet County Communications project was funded and completed, however, additional scope was identified to replace back-room radio and recording equipment components for 9-1-1 call and radio dispatch calls. These components allow phone and radio calls to be integrated to capture a recording from initiation to call completion in digital format. The cost of equipment and integration is \$173,036.00 and within the available balance of project funds of \$211,690.00. Burnet County has requested the rescope and funding of this capability. CoA staff have agreed to utilize their Motorola capable contract and extend their ILA capability to obtain the equipment for BCSO.

Staff has reviewed the re-scoped capability of the Motorola Archiving Interface Server, Customer Enterprise Network, added back-room control station replacements and the integration with the already in service new Eventide logging recorder system and agrees with the functional integrity of the enhanced systems deployment. The enhanced systems satisfy the effective use of 9-1-1 fees for operational and equipment use and does not violate the FCC diversion rules. Any other warranty and maintenance cost is the owner-users responsibility and not the districts.

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., Emergency Communications Director**

BUDGETARY IMPACT OF AGENDA ITEM:

Total estimated cost: \$173,036.00

Source of funds: Multi-year CoA Motorola Project Funded

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: N/A

ACTIONS REQUESTED:

Consider approving the re-allocation of \$173,036.00 of current project funds to complete the communications project and amending the ILA with City of Austin to reflect reimbursement not to exceed the amount of \$173,036.00.

BACK-UP DOCUMENTS ATTACHED:

1. CoA Motorola Solutions Equipment & Services Quote
2. CAECD/COA ILA
3. Copy of COA – Motorola Payment Info

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



CITY OF AUSTIN, TX

ARCHIVING INTERFACE SERVER (AIS) & CUSTOMER ENTERPRISE NETWORK (CEN) ADD-ON WITH CONTROL STATIONS REPLACEMENT

NOVEMBER 6, 2023

DRAFT

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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Motorola Solutions, Inc.
500 W. Monroe St, 37th Floor
Chicago, IL 60661

October 10, 2023

Mr. Michael
Mr. Michael M
Mr. Michael
Mr. Michael T
Mr. Michael R

Dear Puspha,

Motorola Solutions, Inc. (Motorola) is pleased to present to you the enclosed proposal for the City of Austin Ar Project and look forward to working with the City of Austin on this important initiative.

This proposal is subject to the terms and conditions of the enclosed Motorola proposal and the City of Austin Contract, NO. MA 7400 S011253, and remains valid until December 22, 2023. This proposal may be accepted by issuing a purchase order that specifically references "subject to the terms and conditions of Motorola's Proposal dated 10/10/2023 and City of Austin Contract, No. MA 7400 S011253." and signing the proposal below. Motorola would be happy to address any questions the City may have about the Proposal.

For any issues or concerns please contact your Account Manager, Dan Howard, at (708) 553-6610.

Sincerely,
Motorola Solutions, Inc.

Mr. Michael
Ar Michael

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SECTION 1

SOLUTION OVERVIEW

1.1 SYSTEM OVERVIEW

Motorola Solutions is pleased to provide a proposal to City of Austin to add a VPM-Based Archiving Interface Server (AIS) which will allow City of Austin's Eventide Logging Recorder to interface into the P25 radio system. The VPM-Based AIS is the interface between the radio system and the logging recorder. The AIS provides a mechanism for Eventide to access radio call's metadata. The AIS monitors the identified resources that passes call-control information to the logging recorder and redirect audio for those monitored channels to the logging recorder. This proposal includes the cost of the AIS and Motorola Integration costs, which includes services to configure the network and firewall to facilitate traffic between the logger and the P25 Core.

City of Austin will be responsible for providing the relevant logger, API, and integration as needed directly from Eventide. The City will be responsible for upgrading the existing Eventide logging recorder in order to make it capable of tying into the ASTRO 25 system. This may include hardware software changes, along with ensuring Eventide has licensed the necessary API licensing in order to interface with the ASTRO25 system. In case of future ASTRO release upgrades, the City will need to work directly with Eventide to ensure that their software and API interface remains compatible with the most current release. There may be potential upgrades needed on the Eventide logging end, which would need to be addressed directly between City of Austin and Eventide.

Motorola has included a quote to add a Customer Enterprise Network (CEN) equipment needed to interface the new logger with the AIS and the Dispatch Radio Network. The CEN, is a separate network on which third-party equipment and devices are installed. The CEN interfaces with the regular radio network via a firewall meant to protect the radio dispatch network from foreign devices malware and system access.

In addition, Motorola is pleased to provide a quote to replace the existing recording control stations at the City of Austin Sheriff's Office. The proposal includes replacing the existing control station with seven (7) APX 4500 mobile control stations as well as installing two (2) VHF control station antennas and coax cabling. The five (5) existing control station antennas and coax cabling will be reused and the two new control station antennas will be mounted on the Sheriff's Office Roof. The old control station mobiles will be uninstalled and the new control stations will be installed in their place.

1.2 ARCHIVING INTERFACE SERVER (AIS)

The proposed Archiving Interface Server (AIS) will provide the interface required between the radio system and the new customer provided Eventide logging recorder. This allows calls on the radio system to be recorded together with information associated with the calls. Certain non-voice radio system events (e.g., emergency alarms, changing tactical/normal selection on a talkgroup, changing frequencies on multi-frequency conventional stations, etc.) can also be recorded.



One AIS is capable of configuring 256 Talkgroups (TGs), out of which 120 TGs can be recorded simultaneously. If The City has all encrypted TGs, the AIS can support total 60 Encrypted TGs simultaneously.

Note: If the City of Austin intends to configure more than these specified limits, an additional AIS would need to be purchased. Additionally, one AIS is required per Logging recorder so if the City has redundant loggers in place, it will require another AIS unit.

The user can configure the logging recorder to monitor and record a set of radio system resources (trunked or conventional). The AIS monitors those identified resources, pass call-control information to the logging sub-system via an API, and redirects audio for those monitored channels to the logging sub-system via the LAN. The logging recorder then records this information to its storage media.

1.3 EQUIPMENT LIST

The following equipment shall be provided as part of this proposal:

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

1.4 POWER AND HVAC REQUIREMENTS

The following power requirement is for the proposed equipment and assumes 120VAC power source.

Table 1: Power and HVAC Requirement

Equipment	QTY	Watts	BTU/hr.	Amps (120VAC)	Circuit
					(# of PSU's)
AIS PC with VPM and KVM	1	750	2558	5	3
Control Room CEN Switch	1	150	512	1	1
Firewall	1	225	767	1.5	1

SECTION 2

STATEMENT OF WORK

The document delineates the general responsibilities between Motorola and City of Austin as agreed to by contract.

2.1 MOTOROLA RESPONSIBILITIES FOR AIS AND CEN ADD-ON

- Provide and configure the firewall and CEN switch.
- Provide and install the AIS.
- Configure the AIS.
- Setup and verify interface between AIS, firewall with demarcation being Motorola's Control Room CEN switch.
- A onetime mobilization costs for a Motorola resource is included to complete the configuration.
- After the Contract award, Motorola will provide a field acceptance test plan (ATP) to test the functionality of the AIS and to prove the network is configured accurately to communicate with the third party logger.

2.2 CUSTOMER RESPONSIBILITIES FOR AIS AND CEN ADD-ON

- City of Austin will provide sufficient rack space for the proposed equipment. Austin will also provide adequate power and grounding system for the proposed hardware.
- City of Austin will be responsible for providing an Eventide logging recorder that is compatible to be interfaced with Motorola provided Archiving Interface Server. This may include hardware/software changes, along with ensuring Eventide has the necessary API licensing from Motorola in order to interface with the ASTRO25 system.

In case of future ASTRO release upgrades, Austin will need to work directly with Eventide to ensure that their software and API interface remains compatible with the latest system release. There may be potential upgrades (hardware/software) needed on the Eventide logging end which would need to be addressed directly between City of Austin and Eventide.

- City of Austin will be responsible for the installation of all the logging related equipment that will be provided for this Project. City of Austin will work directly with Eventide to address any logging issues that may arise.
- City of Austin will be responsible for providing the relevant logger, API, and integration as needed directly from Eventide. The City will be responsible for upgrading the existing Eventide logging recorder in order to make it capable of tying into the ASTRO 25 system. This may include hardware software changes, along with ensuring Eventide has licensed the necessary API licensing in order to interface with the ASTRO25 system.
- City of Austin will extend the connection from the Control Room CEN switch to the network where the logging recorder resides. City of Austin shall be responsible to configure the network where Eventide resides to have access to the Control Room CEN network.

Archiving Interface Server (AIS) & Customer Enterprise Network (CEN) Add-On with Control Stations Replacement Use or disclosure of this proposal is subject

to the restrictions on the cover page.



- City of Austin is responsible to ensure that the technical resources from the logging vendor are available when the AIS configuration is completed to confirm that the AIS and the logger are integrated successfully.
- Motorola assumes that the power receptacles are within 6ft of the proposed equipment mounted on the rack.
- City of Austin shall be responsible to provide a KVL with the appropriate cable and encryption keys to program the AIS at the time of installation for Motorola to load the keys on to the AIS.

2.3 MOTOROLA AND CUSTOMER RESPONSIBILITIES FOR CONTROL STATIONS REPLACEMENT

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration of the control stations replacement.

Tasks	Motorola Solutions	Customer
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X

Archiving Interface Server (AIS) & Customer Enterprise Network (CEN) Add-On with Control Stations Replacement Use or disclosure of this proposal is subject

to the restrictions on the cover page.

Tasks	Motorola Solutions	Customer
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X

Archiving Interface Server (AIS) & Customer Enterprise Network (CEN) Add-On with Control Stations Replacement Use or disclosure of this proposal is subject

to the restrictions on the cover page.

Phase	Motorola Solutions	Customer
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees if necessary.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.	X	
Deliverable: Finalized design documentation based upon “frozen” design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
Site Planning		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Modify towers or other structures, or relocate sites in the system, to ensure that they are capable of supporting proposed and future antenna loads.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Conduct one three-point ground resistance test of each site.	X	

Archiving Interface Server (AIS) & Customer Enterprise Network (CEN) Add-On with Control Stations Replacement Use or disclosure of this proposal is subject

to the restrictions on the cover page.

Tasks	Motorola Solutions	Customer
Prepare and submit Electromagnetic Energy (EME) plans for the site (as licensee) to demonstrate compliance with FCC RF Exposure Guidelines.		X
Pay for application fees, taxes, and recurring payments for lease/ownership of property.		X
Ensure that required rack space is available for installation of the new equipment.		X
Deliverable: Information and permitting requirements completed at each site.		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.		X
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	

Archiving Interface Server (AIS) & Customer Enterprise Network (CEN) Add-On with Control Stations Replacement Use or disclosure of this proposal is subject

to the restrictions on the cover page.

Phase	Motorola Solutions	Customer
Deliverable: Equipment procured and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the “as-built” system documentation.	X	
Remove, transport, and dispose of old equipment.		X

Archiving Interface Server (AIS) & Customer Enterprise Network (CEN) Add-On with Control Stations Replacement Use or disclosure of this proposal is subject

to the restrictions on the cover page.

Phase	Motorola Solutions	Customer
Deliverable: Equipment installed.		
Control Station Installation and Configuration		
Provide the locations of control stations at each site.		X
Survey mounting locations and develop control station installation plan.	X	
Provide adequate space, grounding, and power for the control station installation.		X
Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.	X	
Provide an elevated antenna mounting location, and adequate feed-line routing and support.		X
Install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).	X	
Install RF local control stations identified in the equipment list.	X	
Perform control station programming.	X	
Deliverable: Control station equipment installation completed.		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	

Archiving Interface Server (AIS) & Customer Enterprise Network (CEN) Add-On with Control Stations Replacement Use or disclosure of this proposal is subject

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Phase	Motorola Solutions	Customer
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

2.4 DESIGN ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- Motorola assumes rack space is available to accommodate the proposed equipment.
- Motorola assumes electrical circuits are available within 6ft of the rack that the AIS will be installed.
- There are no spares included in the design.
- Motorola assumes that only AES Encryption is required on the AIS. Additional encryption algorithms will require a change order and any cost associated shall be the responsibility of the customer.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- No site work is required. Motorola assumes that all power, grounding, HVAC, etc. is in place and there will be plenty of available space for the proposed control stations. No backup power or UPS is included this proposal.
- Any site/location upgrades or modifications are the responsibility of the Customer.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the Customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- Where necessary, City of Austin will provide a dedicated delivery point—such as a warehouse—for receipt, inventory, and storage of equipment prior to delivery to the site
- The City of Austin will work with Motorola’s partner to meet any HEPA requirements during the installation of the new console positions and backroom equipment.
- Existing conduits and core openings will be available for use during cable installation at the dispatch building. The Customer will provide any additional conduit or core boring needed, if such need arises.
- City of Austin will be responsible to provide all necessary power and backup power/UPS/generator to meet the power requirements of the system.
- The existing five (5) control station antennas and coax to be reused are in good working order. If the existing antennas are not in working order or require adjustments or replacement, a change order and any costs associated will be the responsibility of the customer.
- Customer shall be responsible to provide radios capable to work with the digital proposal and no radio programming is included. Customer shall be required to program their subs fleet for the new repeaters.
- There is no training included in the design.

SECTION 3

PROJECT SCHEDULE

A final project schedule will be developed based upon mutual agreement between Motorola Solutions and the City of Austin at the Detailed Design Review (DDR). The dates for the installation and activation are highly dependent on the actual completion dates of tasks associated with installation, cabling and providing unobstructed cable routes. The equipment order/ship timeline reflected below is the average lead time for materials. The duration may be impacted by global supply chain shortages.

City of Austin	Month 1	Month 2-12	Month 13
Contract Execution			
Pre to Post Transition			
Customer Kick off/ Site Walks			
Equipment Ordering			
Equipment Lead Time and Receivable			
Project bi monthly (As needed)			
Shift to weekly meetings (As needed)			
Equipment Installation + Configuration			
Acceptance Test Plan			
Punch List Items			
Cut-Over (Go-Live)			
Final System Acceptance			
Transition to Warranty			

Archiving Interface Server (AIS) & Customer Enterprise Network (CEN) Add-On with Control Stations Replacement Use or disclosure of this proposal is subject

to the restrictions on the cover page.

SECTION 4

ACCEPTANCE TEST PLAN

Under the direction of the Motorola Project Manager, teams consisting of representatives from City of Austin and Motorola will execute agreed-upon test procedures to confirm that the system has been designed and installed to meet all of the features and performance capabilities agreed upon in the contract.

The Acceptance Test Plan (ATP) will verify the functionality of the new AIS server and validate that the proposed solution operates according to its design. An ATP will be provided during the implementation phase of this project.

All tests will be performed as described in the Acceptance Test Plan reviewed at the Design Review and the Acceptance Test Procedures mutually approved prior to the start of Acceptance Testing. During acceptance testing, the AIS will be tested and the results documented as defined in the Acceptance Test Plan.

The customer representatives have the option to witness or to not witness the conducting of the field acceptance test. The City of Austin representatives are encouraged to witness field-testing in order to gain a better understanding of the system and test process.



SECTION 5

CUTOVER

A detailed cutover process will be discussed with City of Austin during the DDR process.

A high level cutover plan is provided below:

1. Motorola to cold install Control Room (CR) CEN switch, firewall router, and AIS in the existing rack.
2. Motorola to configure the AIS.
3. Motorola to configure the Firewall and CR CEN.
4. Run ATP to verify AIS functionality.



SECTION 6

SERVICE/WARRANTY

6.1 OVERVIEW

Motorola Solutions is proposing our Advanced Plus Services for ASTRO® 25 infrastructure, a comprehensive program to sustain the long-term performance of City of Austin's network. Advanced Plus Services consists of the following elements:

- Remote Security Update Service (RSUS)
- Network Hardware Repair with Advanced Replacement.
- On-site Infrastructure Response.
- Annual Preventive Maintenance.
- Network Updates.

Together, these elements will help to avoid operational disruptions and maintain the value of City of Austin's communications investment.

6.2 ADVANCED PLUS SERVICES ELEMENT DESCRIPTIONS

The following sections describe the elements proposed for City of Austin's ASTRO 25 infrastructure.

6.2.1 On-site Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to City of Austin ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

Travel times and service levels are governed by local geography. Motorola Solutions will provide additional information in the Statement of Work for ASTRO 25 Advanced Plus Services and in the Customer Support Plan agreed between City of Austin PD and Motorola Solutions.

6.2.2 Annual Preventive Maintenance

Motorola Solutions will annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

6.2.3 Network Hardware Repair with Advanced Replacement

To restore City of Austin's ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola

Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

To reduce the impact of a malfunction, Motorola Solutions will exchange malfunctioning equipment with Advanced Replacement units or Field Replacement Units (FRU), as available. Motorola Solutions' repair depot will diagnose and repair malfunctioning components, and once repaired, add those to the depot's FRU inventory. Replacement components will remain in City of Austin's ASTRO 25 network to maintain continued network functionality.

If City of Austin prefers to maintain their existing FRU inventory rather than using Motorola Solutions' depot inventory, Motorola Solutions can provide "loaner" FRUs during the repair process.

6.2.4 Network Updates

The Network Updates service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, Network Updates keeps City of Austin ASTRO 25 network compatible with expansion elements, as well as new products or features. With Network Updates, City of Austin network will remain on a release that qualifies for support services.

Motorola Solutions will deliver updates based on a predefined cadence of upgrade windows, with up to one update in each window. The Network Updates service includes the following:

- **Software Release Updates** - Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.
- **Hardware Update** – When needed to support a software release update, Motorola Solutions provides new hardware. New hardware will both support the new software update, as well as maintain existing functions and features.
- **Professional Implementation Services** – Motorola Solutions will plan and implement updates at City of Austin site. This includes factory integration, testing, and supply chain management for new software and hardware.

With these services, City of Austin will have access to the technology, support, and planning expertise needed for an effective upgrade.

6.3 MOTOROLA SOLUTIONS SERVICE DELIVERY ECOSYSTEM

Advanced Plus Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots, and MyView Portal. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to the City of Austin administrators and personnel through MyView Portal.

Service activities and Motorola Solutions' service team are described in more detail below.

6.3.1 **Centralized Managed Support Operations**

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts, and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among the City of Austin, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns, and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

6.3.2 **Field Service**

Motorola Solutions authorized and qualified field service technicians will perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

6.3.3 **Repair Depot**

The Motorola Solutions Repair Depot will provide City of Austin with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable City of Austin representatives to check repair status, from inbound shipment to return.

6.3.4 **Customer Support Manager**

A Motorola Solutions Customer Support Manager (CSM) will be City of Austin key point of contact for the definition and administration of services. The CSM will work with City of Austin to define service delivery details to address City of Austin specific priorities.

6.3.5 **MyView Portal**

To provide the City of Austin with quick access to service details, Motorola Solutions will provide our MyView Portal online network information tool. MyView Portal provides our customers with real-time critical network and services information through an easy-to-use graphical interface.





Figure 6-1: MyView Portal offers real-time, role-based access to critical network and services information.

With MyView Portal, City of Austin administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance.
- Viewing incident reports.
- Updating and creating incidents.
- Checking system update status.
- Receiving pro-active notifications regarding updates.

Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

SECTION 7

SYSTEM UPGRADE AGREEMENT II

The System Upgrade Agreement II (SUA II) service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, SUA II keeps City of Austin ASTRO 25 network compatible with expansion elements, as well as new products or features. With SUA II, the City of Austin network will remain on a release that qualifies for support services.

Motorola Solutions will deliver SUA II in two-year periods, with up to one update in each period. The SUA II service includes the following:

- **Software Release Updates** - Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.
- **Hardware Update** – When needed to support a software release update, Motorola Solutions provides new hardware. New hardware will both support the new software update, as well as maintain existing functions and features.
- **Professional Implementation Services** – Motorola Solutions will plan and implement updates at City of Austin’s site. This includes factory integration, testing, and supply chain management for new software and hardware.

With these services, City of Austin will have access to the technology, support, and planning expertise needed for an effective upgrade.

PRICING

Motorola's system solution and services are priced as follows:

Total solution price per equipment for services outlined in this proposal

Description	Price
System Integration	\$101,068.00
Equipment Grand Total	\$107,822.50
Discount	(\$28,261.00)
Grand Total (1 Year Warranty Included):	\$180,629.00
WARRANTY	
YEAR 1	Included
YEAR 2	\$7,592.75
YEAR 3	\$7,592.75
YEAR 4	\$7,592.75
YEAR 5	\$7,592.75
System Total with Post Warranty & Lifecycle	\$211,000.00

Due to significant market volatility and material price fluctuations in raw materials such as steel, copper, finished wood and concrete, in the event of a cost increase in material, equipment or energy occurring during implementation of the project through no fault of Motorola Solutions, the contract price, time of completion and/or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the contract documents. Motorola Solutions reserves the right to apply a fuel surcharge to the quoted freight rates on all shipments based on the cost of diesel at the time of shipment.

Payment Milestones:

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

System Purchase

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

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:



Motorola will invoice Customer annually in advance of each year of the plan.

INFLATION REVIEW. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. "All Items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (<http://www.bls.gov>) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base). Any pricing change would be documented in a change order executed with the Customer.

- Data Location

- Disclaimer: Data for the State of Texas Customer may be exported by Provider if (1) access is needed for internal business purposes such as processing orders or invoices to Poland, or (2) access to City Data is necessary to enable third-tier development support personnel located in Denmark, Poland, India or Malaysia to perform fixes or other remedial services associated with the products and services purchased hereunder.

- Product Accessibility

- Disclaimer: Motorola provides products geared towards law enforcement professionals in their day-to-day operations and as such, our mobile video products are provided to work in and be supported in that environment. This Agreement encompasses a large variety of products, and as such accessibility for mobile video products may vary based on it's environment and function, as such the accessibility requirements in this section shall not apply to Mobile Video Products. To the extent that accessibility standards could be applicable and/or commercially feasible for the applicable products and their environment, the DIR agencies may request that Motorola either provide the most recent VPAT assessment (if available), complete a VPAT assessment in a reasonable timeframe, or respond to an accessibility information requests within in reasonable timeframe.



OUR COMMITMENT

Motorola Solutions creates innovative, mission-critical communication solutions and services that help public safety and commercial customers build safer cities and thriving communities. You can find our products at work in a variety of industries including law enforcement, fire, emergency medical services, national government security, utilities, mining, energy, manufacturing, hospitality, retail, transportation and logistics, education, and public services.

Founded in 1928, Motorola Solutions has a history of innovation that has revolutionized communications. From pioneering mobile communications in the 1930s and making equipment that carried the first words from the moon in 1969, to supporting modern-day emergency response equipment for disaster relief efforts around the world, Motorola Solutions has a global footprint with products that demonstrate its thought leadership.

Throughout its history, Motorola Solutions has transformed innovative ideas into products that connect people to each other and the world around them. Moving forward, the company strives to keep its commitment of make things better and life easier, to make sound recommendations that will guide you in linking your current and future communication needs and objectives with technology's ever-evolving promise.



**Interlocal Cooperation Agreement
Between
City of Austin
And
Capital Area Emergency Communications District
Radio System Projects**

Section 1. Parties and Purpose

- 1.1. The Capital Area Emergency Communications District (“CAECD”) is a regional emergency communications district and political subdivision of the State of Texas organized and operating in accordance with Texas Health and Safety Code, Subchapter G, chapter 772, as amended. CAECD Board of Managers, in its action of July 10, 2019, approved improvements to the CAECD Backup Center Radio equipment, a P25 Radio Tower site serving western Caldwell County and wireline radio consoles for Burnet County Sheriff as consistent with and supporting the goals of the Strategic Plan for 9-1-1 emergency communications service within the district.
- 1.2. City of Austin (“City”) is a home rule city, a political subdivision of the State of Texas
- 1.3. This Interlocal agreement (hereinafter, this “Agreement”) is entered into between CAECD and City pursuant to Texas Government Code chapter 791 for the purpose of allowing the City to complete construction and installation of the Caldwell County Radio Tower Site improvements, Burnet County radio consoles, and CAECD Backup Center Radio System improvements.
- 1.4. City and CAECD collectively are referred to as the “Parties” in this document.

Section 2. Scope of Services

- 2.1 The City agrees to complete (1) installation of a radio tower site for Caldwell County at a location and tower provided by Caldwell County; (2) installation of 4 IP radio consoles and associated equipment for Burnet County; and (3) installation of radio equipment for the expansion of the CAECD Backup Center (hereinafter, each individually a “project”, collectively, the “projects”). These efforts will be completed in accordance with the scope of work that is part of the contract (“CAPCOG BUC Improvements”) between City of Austin and Motorola dated 1 October, 2019.

Section 3. Price and Payment Terms

- 3.1 CAECD agrees to reimburse City for its costs to perform the services under this Agreement that, as of the date of this Agreement, do not exceed **\$6,077,000.00**. The services to be performed are indicated on the 11-08-2019 Motorola Quote, Page 5-2,

Section 5.1, Pricing by County Breakout. CAECD must make any payment obligated by this Agreement from current revenues available to CAECD that are, as of the date of this Agreement, anticipated to be: \$2,477,000.00 in FY 2020; \$1,200,000.00 in FY2021; \$1,200,000.00 in FY2022; and \$1,200,000.00 in FY 2023.

- 3.2 The City agrees to invoice CAECD for reimbursable expenses under this Agreement, to include appropriate documentation for equipment purchased, delivered, and installed, as well as services performed.
- a) The City agrees to provide a summary of progress toward completion of the project with each invoice.
 - b) The City agrees to certify each invoice as follows:

City certifies that this invoice is correct and complete, that the amount requested has not been received, and that the invoice is a claim against funds under CAECD's control.
 - c) If all documentation is complete, CAECD agrees to pay the invoice within 30 days after receiving the invoice.
 - d) Invoices requesting payment must be delivered to: Emergency Communications Division, Capital Area Council of Governments, 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744; and copied via electronic mail (e-mail) to finance@capcog.org.
 - e) The City agrees that CAECD may withhold payment of the final invoice amount pending confirmation that the project is substantially complete.
- 3.3 Change orders to the project must have approval in advance by the CAECD before purchase or authorization to proceed may be given to vendor. Unless approved in writing, the CAECD is not liable for any costs incurred by the City in excess of the approved, budgeted amount.
- 3.4 CAECD obligations are limited to the costs of each individual project: the CAECD Backup Center Radio equipment, a P25 Radio Tower site serving western Caldwell County and wireline radio consoles for Burnet County Sheriff. CAECD's responsibility ceases at the completion of each project, at which time the project equipment is transferred to the receiving parties.

Section 4. Effective Date and Term of Agreement

- 4.1 This Agreement takes effect on the date it is signed on behalf of the CAECD, and it ends, unless sooner terminated under Section 10, on September 30, 2023, with an option to extend, upon agreement of both Parties, for up to 180 days.

Section 5. Rights and Duties

- 5.1. The City agrees to name CAECD (including those representatives and agents listed in section 1.3 above) as additional insured 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 CAECD (including those representatives and agents listed in section 1.3 above) may seek coverage upon demand by CAECD (including those representatives and agents listed in section 1.3 above), in the event of a covered claim.

Section 6. Compliance with Applicable Law and Policy

- 6.1 City agrees to comply with all APPLICABLE LAW and POLICY in carrying out this Agreement, including any 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* and *CAPCOG RNS Policies & Procedures*.
- 6.2 CAECD represents that no federal funding is being used for this project.

Section 7. Independent Contractor, Assignment and Subcontracting

- 7.1 City is not an employee or agent of CAECD, but furnishes goods and services under this Agreement solely as an independent contractor.
- 7.2 City may not assign its rights or subcontract its duties under this Agreement without the prior written consent of CAECD.
- 7.3 If CAECD consents to City subcontracting of duties, each subcontract is subject to all of the terms and conditions of this Agreement, and City agrees to furnish a copy of this Agreement to each of its subcontractors.
- 7.4 CAECD consents to the City hiring vendors from time to time to perform responsibilities under this Agreement.
- 7.5 City will manage access, security, and installation of the projects until project completion.

Section 8. Records and Monitoring

- 8.1 City agrees to maintain financial and other records adequate to document its performance, costs and receipts under this Agreement. City agrees to maintain these records at City's offices in accordance with City's established records retention schedule.
- 8.2 Subject to the additional requirement of Section 8.3, City agrees to preserve the records for three fiscal years after receiving its final payment under this Agreement.
- 8.3 If an audit of or information in the records is disputed or the subject of litigation, City agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this Agreement.
- 8.4 CAECD is entitled to inspect and copy, during normal business hours at City's offices where they are maintained, the records related to performance of this Agreement for as long as the records are preserved, and for that purpose may visit City offices, talk to its personnel, and audit City records, provided reasonable advance notice is given and the cost to inspect, copy, and audit are borne by CAECD.

Section 9. Nondiscrimination and Equal Opportunity

- 9.1 City shall not exclude anyone or entity from participating in City's duties under this Agreement, unlawfully deny benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.
- 9.2 If City procures goods or services with funds made available under this Agreement, City agrees to comply with CAECD's affirmative action procurement policy, which is set out in CAECD's *9-1-1 Policies and Procedures Manual*.

Section 10. Early Termination of Agreement

- 10.1 Except as provided in Sections 3.3, if CAECD 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, which effort will be described in detail in a correction letter delivered within five business days from the receipt of the notice to correct. 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 non-breaching party may terminate this Agreement or may invoke the dispute resolution process of Section 11.

- 10.2 If this Agreement is terminated under Section 10, either party is entitled to compensation for expenses incurred for performing an obligation for which the party is otherwise entitled to compensation under the terms of this Agreement, provided the expenses were incurred prior to receiving notice of termination. However, neither CAECD nor City is liable to the other for costs paid or incurred under this Agreement after its receipt of notice of termination.
- 10.3 Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAECD and City among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other. Any such claim(s) shall survive the termination of this agreement by either party for the purpose of enforcement.
- 10.4 The termination of this Agreement either under Section 4 or under this Section 10 does not affect either party's duty:
- A. To repay the other party for expenditures made in violation of APPLICABLE LAW or POLICY in accordance with Sections 3.3;
 - B. To preserve records and permit inspection, copying, and auditing of records and visitation of its premises and personnel under Section 8.

Section 11. Dispute Resolution

- 11.1 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 this Section 11, toll the statute of limitations or seek an injunction, until they have exhausted the procedures set out in this Section.
- 11.2 At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this Agreement. The representatives appointed shall promptly determine the location, format, frequency and duration of the negotiations.
- 11.3 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.
- 11.4 The Parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

- 11.5 If mediation does not resolve the Parties' dispute, the Parties may pursue their legal and equitable remedies.
- 11.6 A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by a party of: (1) any rights, privileges, defenses, remedies or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expirations dates of this Agreement.
- 11.7 Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.
- 11.8 The Venue for all legal proceedings shall be Travis County, Texas.

Section 12. Notice to Parties

- 12.1 Notice to be effective under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party:
- A. When it is delivered to the party personally;
 - B. 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 Section 12.2 or 12.3 and signed for on behalf of the party; or
 - C. Three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.
- 12.2 CAECD's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention Executive Director.
- 12.3 City's address is P.O. BOX 1088, Austin, Texas 78767, Attention Project Manager for Communications and Technology Management.
- 12.4 A party may change its address by providing notice of the change in accordance with Section 12.1.

Section 13. Miscellaneous

- 13.1 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. The undersigned warrants that he or she:

- A. Has actual authority to execute this Agreement on behalf of the governing body identified as the City in this Agreement and;
 - B. Verifies the governing body, by either minute order, resolution or ordinance approved this Agreement as required by Texas Government Code section 791, as amended.
- 13.2 This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereunder shall be solely in Travis County.
- 13.3 This Agreement states the entire agreement of the Parties, and may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 13.4 This Agreement is binding on and inures to the benefit of the Parties' successors in interest and may not be assigned without the express written permission of CAECD.
- 13.5 This Agreement is executed in duplicate originals.

[signature page follows]

CITY OF AUSTIN, TEXAS

CAPITAL AREA EMERGENCY
COMMUNICATIONS DISTRICT / CAPITAL
AREA COUNCIL OF GOVERNMENTS

By YPR
 Name ~~Spencer Cronk~~ Nuria Rivera-Vandermyde
 Title ~~City Manager~~ Deputy City Manager
 Date 7.17.20

By Betty Voights
 Name Betty Voights
 Title Executive Director
 Date 7.13.2020

Approved as to Form:

Clark Cornwell

Assistant City Attorney

Motorola Project	Project Milestone	Milestone Completed?	Invoice Paid by COA?	Payment for Milestone	COA Payment to Motorola	Reimbursed by CAECD to-date	Notes:
Equipment	Shipment	Yes	Yes	1,334,569.32	\$ 1,334,569.32	1,334,569.32	Project completed in 2020
Services	Final Acceptance	Yes	Yes	783,794.68	\$ 783,794.68	783,794.68	Project completed in 2020
Equipment	Shipment	Yes	Yes	637,665.24	\$ 637,665.24	637,665.24	Project completed in August 2023
Services	Final Acceptance	Yes	Yes	1,296,893.76	\$ 1,296,893.76	1,296,893.76	Project completed in August 2023
Equipment	Shipment	Yes	Yes	741,894.00	\$ 741,894.00	741,894.00	Project completed in May 2023
Services	Final Acceptance	Yes	Yes	596,542.00	\$ 384,852.00	-	Project completed in May 2023
Equipment	Shipment	Yes	Yes	390,650.00	\$ 390,650.00	390,650.00	Project completed
Services	Final Acceptance	Yes	Yes	217,839.00	\$ 217,839.00	217,839.00	Project Phase completed Missing Additional AIS Configuration
Total				5,999,848.00	\$ 5,788,158.00	5,403,306.00	
Remaining Project Funds				\$ 211,690.00			As of 2-22-2024

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

MEETING DATE: March 13, 2024

AGENDA ITEM: 7. Consider Approving the Purchase of SIP Licenses and Satellite Connection Boxes

GENERAL DESCRIPTION OF ITEM:

The Session Initiation Protocol (SIP) is a signaling protocol used for initiating, maintaining, and terminating communication sessions that include voice, video and messaging applications. SIP is used in Internet telephony, in private IP telephone systems, as well as mobile phone calling over LTE (VoLTE). These licenses and corresponding satellite connection boxes will allow current integration, transition and migration from current operating telecommunications systems Call Handling Equipment (CHE) to our new Intrado Viper 9-1-1 console position CHE enterprise wide. This technology will enable the integration of internal and external inbound and outbound calling, additional integration of administrative phone lines, alarm company notifications, to include panic alert calls and additional phone jack capabilities. This advanced technology will position our network and systems to readily accept additional NG911 integrated systems. The SIP licensing is priced at \$66,486.25 and the satellite boxes at \$79,204.38, both items are being procured under the AT&T Unified Master Agreement.

THIS ITEM REPRESENTS A:

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

PRIMARY CONTACT/STAFF MEMBER: **Richard Morales, Emergency Communications Director**
Renee Bell, Assistant Director, Operations

BUDGETARY IMPACT:

Total estimated cost: \$149,690.63

Source of Funds: 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.? N/A

PROCUREMENT: Applied thru the AT&T Unified Master Agreement

ACTION REQUESTED:

Consider approving the purchase of SIP licenses and corresponding Satellite connection boxes.

BACK-UP DOCUMENTS ATTACHED:

1. Satellite Connection Boxes & SIP Licenses Quote
2. Staff MEMO

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



CAPITAL AREA COUNCIL OF GOVERNMENTS

CAECD, TEXAS
Satellite Connection Boxes & SIP Licenses

January 18, 2024





1361 Wald Rd
New Braunfels, TX 78132

Office: +1 830.946.2049
donna.pair@att.com
www.att.com

January 18, 2024

Richard Morales Jr.
Director of Emergency Communications
Capital Area Council of Governments (CAPCOG)
Capital Area Emergency Communications District (CAECD)
Ph: (512) 916-6044 ~ Fax: (512) 916-6001
rmorales@capcog.org ~ www.capcog.org

RE: Satellite Connection Boxes & SIP Licenses

AT&T Quote# 75226V2

Item#	Description	Qty	
912925	SIP I/F to 3rd Party PBX License - Per Position	285	\$66,486.25
			Subtotal
			\$66,486.25
913600/S	Satellite Box with Volume Control	269	\$79,204.38
			Subtotal
			\$79,204.38
			Total
			\$145,690.63

***Quote provides pricing for Satellite Connection Box (SCB) for 269 positions (all positions except training), and SIP licenses for 3rd party PBX for all 285 positions. To be installed with the main VIPER system project.**



6800 Burleson Road, Building 310, Suite 165

Austin, Texas 78744-2306

Ph: 512-916-6000 Fax: 512-916-6001

www.capcog.org

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

MEMORANDUM

February 22, 2024

TO: Betty Voights, CAPCOG Executive Director

FROM: Renee Hoover, Assistant Director-Operations

Renee Hoover

RE: AT&T Quote 75226V2 – SIP I/F to 3RD Part PBX License for 9-1-1 Console Positions

I am requesting approval for the attached AT&T Quote 75226V2 for SIP I/F to 3rd Party PBX License and satellite connection box (SCB) for each Intrado Viper 9-1-1 console position. This license and SCB is a requirement for the transition from the existing PRI numbers (priority routing numbers) that we are currently using for outbound calling, internal calling, and integrated admin lines as well as alarm notifications, 10-digit emergency calls, and ISD panic alert calls.

This cost for the SIP licenses and SCBs was not part of the original CHE and mapping project. But as we began working on the project and identified a need for additional PRI numbers for use during the transition phase of each of the Solacom systems, we were notified that PRI numbers would be sunset by the end of 2025. Also, the cost to purchase additional PRIs for the transition period would be expensive only to have to be replaced as we would be required to transition to the new IP Flex technology with new DID numbers within a year. To prevent unnecessary cost for a temporary solution during the transition period, a best business practice decision was made to incorporate the project to transition to the IP Flex technology in conjunction with the CHE and mapping upgrade project. As reflected in the attached quote, the total cost for the SIP licenses is \$66,486.25, and the total cost for the satellite connection boxes is \$79,204.38. The total cost for both the SIP licenses and SCBs is \$145,690.63.

This is a direct quote from AT&T under CAECD'S master agreement with AT&T as sole source provider to support DID numbers across the AT&T IP Flex network.