



CAECD Board of Managers | Agenda

10:30 a.m., or upon adjournment of the Executive Committee
Wednesday, August 14, 2024
CAPCOG Lantana Room
6800 Burleson Road, Bldg. 310, Ste. 155
Austin, Texas 78744

Mayor Lew White, *City of Lockhart*, **Chair**
Judge Brett Bray, *Blanco County*, **1st Vice Chair**
Mr. Matthew Baker, *City of Round Rock*, **2nd Vice Chair**
Judge Ron Cunningham, *Llano County*, **Secretary & 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*
Commissioner Walt Smith, *Hays County*
Ms. 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*
Ms. Janice Bruno, *City of Smithville*
Mr. 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 July 10, 2024, CAECD Board of Managers Meeting**
3. **Consider Adopting a Resolution Providing Signature Authority to Individuals for the Capital Area Emergency Communications District**
Silvia Alvarado, Director of Finance
4. **Consider Approving ILA with Burnet County Regarding the Completion and Reimbursement of the Radio System and Recorder Integration Project**
Richard Morales, Director of Emergency Communications
5. **Consider Approving ILA with Cedar Park for Reimbursement of Recorder Installation Costs**
Richard Morales, Director of Emergency Communications
6. **Consider Approving Committee Appointments**
Betty Voights, Executive Director
7. **Staff Reports**
Betty Voights, Executive Director
8. **Adjourn**

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).



CAECD Board of Managers | Summary Minutes

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

Present (19)

Mayor Lew White, City of Lockhart, **Chair**
Judge Brett Bray, Blanco County, **1st Vice Chair**
Mr. Matthew Baker, City of Round Rock, **2nd Vice Chair**
Judge Ron Cunningham, Llano County, **Secretary & 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
Council Member Ron Garland, City of Georgetown
Mayor Pro Tem Steve Hougen, City of Granite Shoals
Commissioner Walt Smith, Hays County
Ms. Esme Mattke Longoria, City of Leander
Commissioner Steven Knobloch, Lee County
Mayor Pro Tem Doug Weiss, City of Pflugerville
Mr. Brandt Rydell, City of Taylor
Commissioner Cynthia Long, Williamson County
Commissioner Ann Howard, Travis County

Absent (6)

Council Member Mackenzie Kelly, City of Austin
Judge Dan Mueller, Fayette County
Mayor Jane Hughson, City of San Marcos

Ms. Janice Bruno, City of Smithville
Commissioner Russ Boles, Williamson County
Judge Andy Brown, Travis County

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

Mayor White called the meeting to order at 10:34 a.m.

2. **Consider Approving Minutes for the June 12, 2024, CAECD Board of Managers Meeting**

Mayor White asked the board to consider the June 12, 2024, CAECD Board of Manager meeting minutes. Judge Oakley made a motion to approve the minutes. Mayor Pro Tem Hougen seconded the motion.

3. **Consider Accepting the Financial Report for the Period October 1, 2023 to May 31, 2024**

Silvia Alvarado, Director of Finance

Ms. Alvarado said the financial report is for the period of Oct. 1, 2023, to May 31, 2024, and includes a fund equity balance of \$39,448,852 with about \$13 million for operations reserves and \$5 million for equipment reserves. She said revenues are on track and show \$6.2 million from Proposition 8 funding. The total revenues for the period were about \$22 million and expenditures were about \$13.2 million.

Commissioner Long made a motion to accept the Financial Report for the period. Commissioner Dockery seconded the motion. It passed unanimously.

4. **Consider Approving the FY 2025 CAECD Budget**

Andrew Hoekzema, Deputy Executive Director

Mr. Hoekzema explained the proposed FY 2025 CAECD Budget will be incorporated into the CAPCOG Budget, which the board will review and approve in August for recommendation to the General Assembly in September. He said the proposed budget projects revenues of \$16.2 million in service fees and \$1.5 million in other revenues such as interest for an estimated total of \$17.7 million. Proposed expenditures are \$20 million with funds from Prop 8 covering the additional expenditures. Mr. Hoekzema explained several differences between this year's budget and the proposed budget including adding a line item for

network contingency costs of \$1.5 million to support unexpected costs with the transition to Next Generation 9-1-1 (NG9-1-1). Also, \$1.2 million will be set aside to fund life cycle replacements of the call handling system. Mr. Hoekzema also explained the 9-1-1 proposed budget consists of funds to pay for WebEOC and the regional notification system, which is managed by the homeland security division,

Commissioner Long asked how long CAPCOG will be paying for legacy systems since most PSAPs are nearing transition to NG9-1-1. Mr. Morales said they should be done by the end of the calendar year. Commissioner Beckett asked why CAPCOG is paying the LCRA. Ms. Voights explained that the regional backup center (RBUc) has 20 calltaking stations along with radio consoles — half of those are for LCRA users and the others support GATTRS. Both are needed depending on who uses the RBUc, but it is never used. City of Austin PD and Fire, Travis County Sheriff's Office and Austin Travis County EMS, all take calls from the backup center (BUC) on a regular basis, but it is not practical for the RBUc users to come all the way over to use it. She mentioned that CAPCOG will not have the backup center once the new Austin-Travis County Combined Transportation, Emergency and Communications Center is completed.

Commissioner Long made a motion to approve the proposed FY 2025 CAECD Budget. Commissioner Howard seconded the motion. It passed unanimously.

5. Consider Approving FY 2025 GIS Interlocal Agreements

Charles Simon, Director of Regional Planning and Services

Mr. Simon said the FY 2025 GIS Interlocal Agreements are between CAPCOG and nine counties and the city of Austin for GIS mapping to support 9-1-1; Austin does this in lieu of Travis County. He noted that several changes were made to last year's contracts, but this year just the funding amounts changed, which was just over \$2 million for all the ILAs.

Judge Oakley made a motion to approve the FY 2025 GIS Interlocal Agreements. Commissioner Long seconded the motion. It passed unanimously.

6. Consider Awarding Contract for Electrical Services to Richard's Electric

Richard Morales, Director of Emergency Communications

Mr. Morales said Richard's Electric was the sole respondent to a request for qualifications for electrical services needed at public safety answering points and proposed a 5-year contract for \$300,000.

Commissioner Smith made a motion to approve the contract. Judge Haden seconded the motion.

Commissioner Howard asked if we questioned why only one vendor sent in information. Mr. Hoekzema said the request for qualifications followed CAPCOG's procurement policies, including generating a pool of vendors to solicit the request to, and only one vendor responded. Commissioner Smith noted Hays County tries to determine who in the area can provide services when seeking vendors and recommended polling local jurisdictions to see who their vendors are for future requests for qualifications.

Mayor White asked for a vote on the item. The recommended contract passed unanimously.

7. Consider Approving Committee Appointments

Betty Voights, Executive Director

Ms. Voights said there were no appointments to be recommended.

8. Staff Reports

Betty Voights, Executive Director

Ms. Voights said there were no staff reports.

9. **Adjourn**

Mayor White adjourned the meeting at 11 a.m.

Judge Ron Cunningham, Secretary
Board of Managers
Capital Area Emergency Communications District

Date

CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT

BOARD OF MANAGERS MEETING

MEETING DATE: August 14, 2024

AGENDA ITEM: 3. Consider Adopting a Resolution Providing Signature Authority to Individuals for the Capital Area Emergency Communications District

GENERAL DESCRIPTION OF ITEM:

This item provides a resolution to be submitted to Frost Bank as part of the process for updating the signature authority with CAPCOG's designated depository bank.

The CAECD's Bylaws charge the Executive Committee with the responsibility to designate one or more depositories for the District's funds and specify the individuals authorized to sign and countersign checks and other instruments for withdrawal of the funds.

The current banking arrangement with Frost Bank provides for two Executive Committee positions, the Chairperson and Secretary, and three CAPCOG employees, the Executive Director, Deputy Executive Director, and Director of Finance, to hold signature authority for signing and counter signing disbursements of CAECD funds.

As the Executive Director will be changing on September 1, this resolution provides for updating the change in the Executive Director position for CAPCOG at the designated depository, Frost Bank.

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:

Silvia Alvarado, Director of Finance

BUDGETARY IMPACT:

Total estimated cost: N/A

Source of Funds: _____

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

ACTION REQUESTED:

Adopt and sign a resolution specifying the individuals authorized to sign and countersign checks and other instruments for withdrawal of funds from the designated depository, Frost Bank.

BACK-UP DOCUMENTS ATTACHED:

1. Resolution

BACK-UP DOCUMENTS NOT ATTACHED (to be sent prior to meeting or will be a handout at the meeting): None

RESOLUTION

PROVIDING SIGNATURE AUTHORITY TO INDIVIDUALS FOR THE CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT

WHEREAS, the Board of Managers (“Board”) of the Capital Area Emergency Communications District (“CAECD”) is charged with the responsibility to specify the individuals authorized to sign and countersign checks and other instruments for withdrawal of funds from designated depositories and,

NOW, BE IT RESOLVED BY the Committee as follows:

1. The Committee hereby specifies that the following individuals are authorized to sign and countersign checks and other instruments for withdrawal of funds from designated depositories effective September 1, 2024:
 - a. Lew White, Chairperson, Board of Managers of CAECD
 - b. Ron Cunningham, Secretary, Board of Managers of CAECD
 - c. Chris Miller, Executive Director of the Capital Area Council of Governments (CAPCOG)
 - d. Andrew Hoekzema, Deputy Executive Director of CAPCOG
 - e. Silvia Alvarado, Director of Finance of CAPCOG
2. The Committee and the Executive Director are hereby authorized to take all steps necessary to enforce the provisions of this resolution.

Resolution adopted on this 14th day of August 2024.

Lew White, Chair
Board of Managers
Capital Area Emergency Communications
District

Ron Cunningham, Secretary
Board of Managers
Capital Area Emergency Communications
District

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

MEETING DATE: August 14, 2024

AGENDA ITEM: 4. Consider Approving ILA with Burnet County Regarding the Completion and Reimbursement of the Radio System and Recorder Integration Project

GENERAL DESCRIPTION OF ITEM:

On March 13, 2024, the Board of Managers approved reallocating funds from the City of Austin/Caldwell County/Burnet County Communications Project for the completion of Burnet County's radio system and recorder integration project. The re-scoped project was based on the Motorola proposal provided to the City of Austin on behalf of Burnet County titled "Archiving Interface Server & Customer Enterprise Network Add-On with Control Stations Replacement" dated November 6, 2023. This proposal and reimbursement amount of **\$173,036.00** was approved on March 13, 2024, with the expectation it would be purchased by the City of Austin for Burnet County and the existing ILA between City of Austin and CAECD would be the terms and requirements for issuing reimbursement. The attached ILA indicates that reimbursement will not exceed the cost of equipment and integration for completion of the project which totals **\$173,036.00**.

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 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

ACTIONS REQUESTED:

Approve ILA with Burnet County to reimburse for the completion of the radio system and recorder integration project not to exceed the amount of \$173,036.00.

BACK-UP DOCUMENTS ATTACHED:

1. Interlocal Agreement with Burnet County

BACK-UP DOCUMENTS NOT ATTACHED:

1. March 24 Agenda Item for Project
2. Motorola Proposal "Archiving Interface Server & Customer Enterprise Network Add-On with Control Stations Replacement"

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

Sec. 1. Parties and Purpose

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

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

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

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

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

Sec. 2. Goods and Services

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

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

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

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

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

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

room

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

Sec. 3. Term of Agreement

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

by mutual agreement of project representatives.

Sec. 4. Agreement Price and Payment Terms

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

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

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

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

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

Sec. 5. Rights and Duties

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

demand by CAPCOG (including those representatives and agents listed in Section 1.4 above), in the event of a covered claim.

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

- (i) an act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy¹ terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;

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

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

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

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

hereunder;

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

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

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

Sec. 6. Compliance with Applicable Law and Policy

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

Sec. 7. Independent Contractor

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

Sec. 8. Assignment and Subcontracting

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

Sec. 9. Records and Inspections

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

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

9.3. If an audit of or information in the records is disputed or the subject

of litigation, PUBLIC AGENCY, agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this Agreement.

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

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

Sec. 10. Proprietary or Confidential Information

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

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

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

Sec. 11. Termination of Agreement without Cause

11.1. Agreement may be terminated by either party with a 60-day

written notice delivered under the terms of Section 15.

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

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

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

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

Sec. 13. Termination for Breach of Contract

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

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

Sec. 14. Dispute Resolution

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

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

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

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

Sec. 15. Notice to Parties

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

affixed, addressed to the party's address specified in Sec. 15.2.

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

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

Sec. 16. Attachments

16.1. The following attachments are part of this agreement:

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

Sec. 17. Miscellaneous

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

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

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

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

17.5. This Agreement is executed in duplicate originals.

PUBLIC AGENCY

CAPITAL AREA COUNCIL OF
GOVERNMENTS

By _____

Name _____

Title _____

Date _____

By _____

Name _____

Title _____

Date _____

Date of governing body approval: _____

Attachment B: Project Point of Contact and Records Location

CAPCOG Project Representative

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

CAECDaccounts@capcog.org.

Name _____

Telephone Number _____

Title _____

Fax Number _____

Email _____

Capital Area Council of
Governments

6800 Burleson Rd.

Building 310, Suite 165

Austin, Texas 78744

PUBLIC AGENCY Project Representative

Name _____

Telephone Number _____

Title _____

Fax Number _____

Email _____

Designated Location for Records Access and Review

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

1601 E Polk St.
Burnet, Texas 78611

Attachment C: Pricing Summary and Schedule

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

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

Payment Schedule Between Motorola and Burnet County

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

System Purchase

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

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

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

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

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

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

CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT

BOARD OF MANAGERS MEETING

MEETING DATE: August 14, 2024

AGENDA ITEM: 5. Consider Approving ILA with Cedar Park for Reimbursement of Recorder Installation Costs

GENERAL DESCRIPTION OF ITEM:

Cedar Park Police Department is requesting a partial reimbursement from CAECD for their recently replaced and expanded recording system used in the PSAP. The recording system required updating to incorporate redundant, digital IP logging of 9-1-1 and administrative calls including public safety radio console dispatch calls. CAECD provides funding for recording systems and ongoing annual maintenance related to the portion of communications related to 9-1-1 call recordings but not for radio traffic and related call data. Staff conducted a review of the total number of radio lines/channels against 9-1-1 call traffic for call handling equipment and administrative calls to validate the reimbursement amount. A unique 9-1-1 percentage is identified and used to apply 9-1-1 fee funds for a combined system. In this case, 31.5556% (11 lines) of the total of 36 line/channels are used specifically for 9-1-1 PSAP operations. A whole system technical approach is also used to determine how the components and software are used to support 9-1-1 recording media.

The use of 9-1-1 fees is audited annually by the FCC to ensure fees are not being used to divert funds away from traditional 9-1-1 functions. For this purpose, staff recommends a one-time reimbursement amount of **\$139,905.00** – 31.5556% of the system integration cost totaling \$457,872.00. The attached staff memo provides an overview of the percentage calculations utilized to determine funding.

An Interlocal Agreement between CAECD and Cedar Park PD is necessary to outline the terms and requirements for issuing reimbursement. The attached ILA indicates that reimbursement will not exceed 31.5556% of the cost of equipment and integration which totals **\$139,905.00**.

THIS ITEM REPRESENTS A:

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

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

BUDGETARY IMPACT OF AGENDA ITEM:

Total estimated cost: **\$139,905.00** one-time reimbursement

Source of funds: Solacom CHE Spares 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: Not applicable as agency will be procuring services and equipment.

ACTIONS REQUESTED: Approve ILA with Cedar Park PD to reimburse the 9-1-1 portion of PSAP recording system installed not to exceed the amount of \$139,905.00.

BACK-UP DOCUMENTS ATTACHED:

1. Staff Memo
2. Interlocal Agreement – Cedar Park PD

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

1. Motorola/NICE Recording Expansion Proposal



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

July 23, 2024

TO: Betty Voights, Executive Director

CAECD Board of Managers

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

RE: Cedar Park PD Reimbursement Request for Recorder Installation

Cedar Park Police Department is requesting a partial reimbursement from CAECD for their recently replaced legacy model recording system used in the PSAP. The recording system required updating to incorporate redundant, digital IP logging of 9-1-1 calls and administrative calls including public safety radio console dispatch calls. Based on the cost breakdown provided by the chosen vendor, Motorola Solutions, the total system integration amount is \$457,872.00. Cedar Park PD PSAP identified eleven of the thirty-six lines/channels (30.5556%) as being specifically for 9-1-1 operations. Staff recommends a partial one-time reimbursable amount of **\$139,905.00** based on the methodology explained below.

Since 9-1-1 fees are audited by the FCC annually, staff reviews the media recording system to determine how 9-1-1 fees can be applied for this request. Staff reviewed line/channel use, software application, equipment application and overall system design. After consulting with the CPPD PSAP Manager and the vendor, the following was determined in the system design:

- (6) IP Phones (Admin Lines) for recording
- (5) 9-1-1 Call Taking lines
- (25) Motorola Radio IP Channels
- Total of (36) lines/channels

Confirmed 9-1-1 Application:

- (5) are used specifically to record and log the audio/voice data associated with 9-1-1 calls
- (6) lines are Admin Lines which sporadically receive 9-1-1 calls due to caller action or network outages, and are used for daily 9-1-1 PSAP operations

The described percentage determination is calculated from the following vendor provided breakdown located in Section Five "Pricing Summary" located in attachment 3 (ATT 3) - Motorola/NICE Recording Expansion Proposal.

ATT 1

This system project has been procured and purchased by Cedar Park PD and reimbursement will require financial validation in the form of paid invoicing and system acceptance. Annual maintenance will be incorporated in future fiscal year budgets.

The DIR purchasing pricing is applied to the cost breakdown from Motorola. The funding consideration to reimburse **\$139,905.00** to Cedar Park PD will be withdrawn from unused balance of funds of \$225,000.00 specified for Solacom Call Handling Equipment Spares which are no longer needed and will require Board of Managers approval.

**Interlocal Agreement Between
The Capital Area Council of Governments and Cedar Park Police Department
Regarding The Recording Expansion 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. Cedar Park Police Department (PUBLIC AGENCY) is a Law Enforcement Agency in Cedar Park, Texas that operates one Emergency Communications Center (ECC) that participates in the district as authorized by Texas Health and Safety Code chapter 772.

1.3. This agreement is entered between CAPCOG and PUBLIC AGENCY pursuant to Texas Government Code chapter 791 to reimburse the PUBLIC AGENCY for 31.5556% of the total system integration related to the Motorola NICE Logging Solution and Recording Expansion Project.

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

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

Sec. 2. Goods and Services

2.1. The PUBLIC AGENCY agrees to perform routine maintenance of the logging recorder in support of 9-1-1 communications operations.

2.2. CAPCOG agrees to reimburse the PUBLIC AGENCY for the 9-1-1 associated costs to complete the installation and configuration of the NICE Recording Solution as indicated by the Reimbursement Calculation on Attachment C.

Sec. 3. Term of Agreement

3.1. The effective date of this agreement is **August 14, 2024**, and ends, unless sooner terminated under Sec. 9, 10, or 11, on **October 1, 2024**, 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 **\$139,905.00** as described in Attachment C.

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

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

4.4. CAPCOG agrees to pay PUBLIC AGENCY the approved 9-1-1 portion of the total system integration amount as calculated in Attachment C, within 60 calendar days after confirming receipt of purchase and full execution of this Contract.

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 enemy¹ terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;

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

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

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

(v) the preemption, confiscation, diversion, destruction, or other

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

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

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

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

Sec. 6. Compliance with Applicable Law and Policy

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

Sec. 7. Independent Contractor

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

Sec. 8. Assignment and Subcontracting

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

Sec. 9. Records and Inspections

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

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

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

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

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

Sec. 10. Proprietary or Confidential Information

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

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

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

be disclosed. CAPCOG agrees to inform PUBLIC AGENCY of any request for disclosure of the information under the Texas Public Information Act.

Sec. 11. Termination of Agreement without Cause

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

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

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

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

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

Sec. 13. Termination for Breach of Contract

13.1. If PUBLIC AGENCY or CAPCOG breaches a material provision of this Agreement, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a

reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the Agreement or either party may invoke the dispute resolution process of Sec. 14.

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

Sec. 14. Dispute Resolution

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

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

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

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

Sec. 15. Notice to Parties

15.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is acknowledged as received via e-mail by the intended recipient; (2) when it is delivered to the party personally; (3) on the date shown on the return

receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Sec. 15.2 and signed on behalf of the party; or (4) three business days after it's deposited in the United States mail, with first-class postage affixed, addressed to the party's address specified in Sec. 15.2.

15.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Betty Voights, Executive Director. PUBLIC AGENCY's address is 911 Quest Pkwy, Cedar Park, Texas 78613.

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

Sec. 16. Attachments

16.1. The following attachments are part of this agreement:

- Attachment A: Motorola Solutions Proposal - "City of Cedar Park PD Motorola / Nice Recording Expansion" dated July 17, 2023
- Attachment B: Point of Contacts and Records Location
- Attachment C: Pricing Summary and Reimbursement Calculation

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 _____

Name _____

Title _____

Date _____

Date of governing body approval: _____

CAPITAL AREA COUNCIL OF
GOVERNMENTS

By _____

Name _____

Title _____

Date _____

Attachment B: Point of Contacts and Records Location

CAPCOG Point of Contact

The individual named below is the CAPCOG 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 Point of Contact or their indicated designee. Additionally, all invoice documentation must be sent to: CAECDaccounts@capcog.org.

Name _____ Telephone Number _____

Title _____ Fax Number _____

Email _____

Capital Area Council of
Governments

6800 Burleson Rd.

Building 310, Suite 165

Austin, Texas 78744

PUBLIC AGENCY Point of Contact

Name _____ Telephone Number _____

Title _____ Fax Number _____

Email _____

Designated Location for Records Access and Review

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

911 Quest Pkwy
Cedar Park, Texas 78613

Attachment C: Pricing Summary and Reimbursement Calculation

Pricing Summary: Motorola has agreed to provide the following equipment and services to Cedar Park PD:

Description	Price
Total System Integration	\$457,872.00

Reimbursement Calculation for PUBLIC AGENCY (Cedar Park PD) by CAPCOG (CAECD)

Total System Integration Cost to Public Agency	Inventory of Public Agency Recorder Lines/Channels	Percentage of Inventory Used for 9-1-1	CAECD Approved Reimbursement Amount
\$457,872.00	(25) Talkgroups/Channels (6) Admin Phone Lines (5) 9-1-1 Phone Lines <hr/> (36) Total Lines/Channels (11) Lines Used for 9-1-1	$36 \div 11 = 31.5556\%$	31.5556% of \$457,872.00 = <u>\$139,905.00</u>

The PUBLIC AGENCY shall be reimbursed the amount not to exceed \$139,905.00 once CAPCOG receives a copy of all invoices with copy(s) of the remittance check(s), cashier's check(s), or wire transfer(s)/ACH drawn on a U.S. financial institution and made payable to Motorola for the Nice system integration and this Contract is fully executed by both parties.

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

MEETING DATE: August 14, 2024

AGENDA ITEM: 6. Consider Approving Appointments to the CAECD Strategic Advisory Committee

GENERAL DESCRIPTION OF ITEM:

This is the monthly item for filling positions on our CAECD Strategic Advisory Committee; please let us know if our staff can assist in identifying interested persons to serve. It is presumed that both city and county representatives will collaborate when making appointments.

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: **Teresa Williams, Senior Administrative Coordinator**

BUDGETARY IMPACT:

Total estimated cost: N/A

Source of Funds: N/A

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

ACTION REQUESTED:

Approve any advisory committee recommendations.

BACK-UP DOCUMENTS ATTACHED:

N/A

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

1. CAECD Strategic Advisory Committee attendance roster