



CAECD Board of Managers | Agenda

10:30 a.m., or upon adjournment of the Executive Committee
Wednesday, April 8, 2026
6800 Burleson Rd, Bldg 310, Suite 165
Lantana Conference Room
Austin, Texas 78744

Mayor Doug Weiss, *City of Pflugerville*, **Chair**
Mayor Pro Tem Steve Hougen, *City of Granite Shoals*,
1st Vice Chair
Commissioner Joe Don Dockery, *Burnet County*,
2nd Vice Chair and Parliamentarian
Commissioner Clara Beckett, *Bastrop County*
Secretary
Judge Brett Bray, *Blanco County*,
Immediate Past Chair
Mayor Kirk Watson, *City of Austin*
Council Member Kerry Fossler, *City of Bastrop*
Council Member Kevin Hight, *City of Bee Cave*
Judge Bryan Wilson, *Burnet County*
Judge Hoppy Haden, *Caldwell County*
Commissioner Clint Sternadel, *Fayette County*

Council Member Ben Butler, *City of Georgetown*
Commissioner Walt Smith, *Hays County*
Council Member Stephen Chang, *City of Leander*
Commissioner Steven Knobloch, *Lee County*
Mayor Lew White, *City of Lockhart*,
Mayor Crystal Mancilla, *City of Liberty Hill*
Council Member Frank Ortega, *City of Round Rock*
Mayor Jane Hughson, *City of San Marcos*
Council Member Cathy Meek, *City of Smithville*
Judge Andy Brown, *Travis County*
Commissioner Ann Howard, *Travis County*
Judge Steven Snell, *Williamson County*
Commissioner Cynthia Long, *Williamson County*
Senator Pete Flores
Representative Caroline Harris-Davila

- 1. Call to Order and Opening Remarks by the Chair**
- 2. Consider Approving Minutes for the March 11, 2026 Meeting.**
- 3. Consider Authorizing Extension of Regional Backup Center to March 31, 2028**
Andrew Hoekzema, Director of Administrative Services
- 4. Consider Accepting the Financial Report for the Period October 1, 2025 to February 28, 2026**
Silvia Alvarado, Director of Finance
- 5. Adjourn**



CAECD Board of Managers | Minutes

10:30 a.m., or upon adjournment of the Executive Committee
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Council Member Cathy Meek, *City of Smithville*
Judge Andy Brown, *Travis County*
Commissioner Ann Howard, *Travis County*
Commissioner Cynthia Long, *Williamson County*
Judge Steven Snell, *Williamson County*

Absent

Mayor Kirk Watson, *City of Austin*
Judge Hoppy Haden, *Caldwell County*
Commissioner Walt Smith, *Hays County*
Senator Pete Flores
Representative Caroline Harris-Davila

1. Call to Order and Opening Remarks by the Chair

The meeting convened at 10:51 a.m.

2. Consider Approving Minutes for the March 11, 2026 Meeting.

Commissioner Dockery made a motion to approve the March 11, 2026 minutes. The motion was seconded by Mayor Pro Tem Hougen. The motion passed unanimously.

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

Silvia Alvarado, Director of Finance

Mr. Alvarado requested adopting a resolution providing signature authority to individuals for the Capital Area Emergency Communications District. Judge Bray made a motion to adopt a resolution providing signature authority to individuals for the Capital Area Emergency Communications District. Mayor Hughson seconded the motion. The motion passed unanimously.

4. Consider Adopting a Proclamation Recognizing April 12 -18, 2026, as National Public Safety Telecommunicators Week.

Jenna Barrington, Assistant Director of Emergency Communications

Ms. Barrington requested the adoption of the proclamation recognizing April 12-18, 2026 as National Public Safety Telecommunicators Week. Mayor Hughson made a motion to approve the adoption of the proclamation recognizing April 12-18, 2026 as National Public Safety Telecommunicators Week. Council Member Mancilla seconded the motion. The motion passed unanimously.

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).

5. District 9-1-1 Network Telecommunications Fiber Diversity

Richard Morales, Director of Emergency Communications

Mr. Morales described the actions that recently took place shutting down the 9-1-1 lines in Williamson County. A backhoe severed the cable. Temporary repairs were completed. A permanent repair is still forthcoming. Commissioner Long informed that three weeks later, a permanent solution still had not been performed. A suggested solution of: Holding AT&T accountable; Attaining a third-party audit; Securing a primary and secondary route may assist with this type of failure taking place again. This item required no action.

6. Executive Director’s Report

Tonya Domingo, RLEA Academy Office Coordinator announced the graduation of the BPOC class on Friday, March 13, 2026. The next BPOC class starts on April 6, 2026. Thirty-six cadets are already enrolled in the April 6th BPOC. Judge Bray inquired about the building project schedule. Mr. Miller informed, we are a bit behind. Mr. Hoekzema said, once the lease is executed we should be back on schedule.

7. Adjourn

The meeting adjourned at 11:32 a.m.

Commissioner Clara Beckett, Secretary
Capital Area Emergency Communications District
Board of Managers

Date

CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT BOARD OF MANAGERS MEETING

MEETING DATE: April 8, 2026

AGENDA ITEM: 3. Consider Authorizing Extension of City of Austin Backup Center Public Safety Answering Point to March 31, 2028

GENERAL DESCRIPTION OF ITEM:

CAPCOG's current lease for office space expiring March 31, 2027, including the space currently being used for the Regional Backup Center (RBUC) in suite 165 of building 310 at 6800 Burleson Road in Austin. The RBUC includes about 20 consoles available to any jurisdiction in the region to serve as back-up call-handling equipment if their primary public safety answering point (PSAP) is not available, as well as 54 consoles that are used for the City of Austin and Travis' County's Backup Center (BUC) PSAP, (#7900, registered with the Federal Communications Commission on August 9, 2007).¹ Since the CAECD's Public Safety Answering Point (PSAP) policy calls for the board to take any action that would result in a PSAP closure during the following fiscal year at the April meeting in the preceding fiscal year, if the CAECD was going to take any such action with respect to the BUC PSAP, it would need to do so at this meeting.

However, CAPCOG staff are in active negotiations with the City of Austin to extend the portion of the lease that covers Suite 165 in Building 310 that includes the RBUC out to some point in 2029 in order to enable a transition to a new BUC that City of Austin and Travis County expect to be available in the last quarter of 2028, and the FY 2026 budget included funding for FY 2027, 2028, and 2029 for this purpose. In the mean time, the 20 additional consoles in the RBUC would still be available as a backup option for all PSAPs an option if they needed it.

In order to allow for time to resolve this issue, the staff is requesting that the board:

1. Authorize an extension of the BUC PSAP for at least 1 year pursuant to the PSAP policies;
2. Authorize staff to negotiate a contract or lease agreement with City of Austin, Travis County, or the building owners to enable an extension of the BUC PSAP that would come back to the board for approval; and
3. Approve an update to all PSAP agreements to modify the provisions related to the RBUC.

Based on the current lease costs for the City of Austin's Municipal Court lease in the same building, if the CAECD reimbursed City of Austin for a lease for the RBUC space from April 1, 2027 to November 30, 2029, (the end date for their municipal court lease) that this would require approximately \$2.5 million in district funds. The following estimates represent costs for just the area currently identified as the RBUC, but some additional space may need to be added to enable comparable functionality since some spaces like the the breakroom and showers in suite 165 would not be available any more if only the space occupied by the actual RBUC was included in any new lease.

- \$1,382,320: Base rent
- \$936,056: Common area maintenance
- \$88,620: Generator maintenance
- \$85,014: Uninterruptible power system maintenance

City of Austin staff secured City Council authorization to pursue such an arrangement on February 29, 2024. An agreement would also require transferring ownership of the backup generator back to the City of Austin; the City

¹ 21 for Austin Police Department, 10 for Austin Fire Department, 13 for Austin-Travis County Emergency Medical Services, and 10 for Travis County Sheriff's Office

transferred ownership to CAPCOG/CAECD in late 2018 following the change in status of the BUC. As a backup plan, CAPCOG could attempt to negotiate a one-year lease extension directly with the building owners with an option for lease extensions until such time as the City of Austin and Travis County were able to relocate to a new BUC specifically for their needs. However, since CAPCOG staff would not be on-site anymore, and are not in control of the City of Austin/Travis County's time table for moving, this solution would not be ideal.

The PSAP agreements will need to be updated regardless because currently, the PSAP agreements include an open-ended commitment on the CAECD's part to provide the RBUC that does not reflect term of CAPCOG's current lease. There are other changes to the PSAP agreements that staff would also like to bring to the board in May that would be incorporated into new agreements that would then be distributed to each entity hosting a PSAP for signature. Current PSAP agreements expire on September 30, 2026, but auto-renew unless cancelled at least 60 days prior to the expiration date, so staff would like to receive all signed PSAP agreements back no later than mid-July.

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: Chris Miller, Executive Director

BUDGETARY IMPACT:

Total estimated cost: Approximately \$2.5 million

Source of Funds: 9-1-1 Fees

- 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.? City of Austin or Travis County

PROCUREMENT: N/A – Interlocal Agreement

ACTION REQUESTED:

1. Authorize an extension of the BUC PSAP for at least 1 year pursuant to the PSAP policies;
2. Authorize staff to negotiate a contract or lease agreement with City of Austin, Travis County, or the building owners to enable an extension of the BUC PSAP that would come back to the board for approval; and
3. Approve an update to the PSAP agreements to modify the provisions related to the RBUC.

BACK-UP DOCUMENTS ATTACHED:

1. Draft update to PSAP agreement
2. PSAP Guidelines for Adding or Closing a Public Safety Answering Point or Adding a 9-1-1 Call Handling Equipment Position
3. Correspondence between CAPCOG and City of Austin regarding the status of the RBUC and BUC

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

Capital Area Emergency Communications District Interlocal Contract for Public Safety Answering Point Maintenance, Equipment and Training

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 has developed an annual budget to operate and maintain Next Generation 9-1-1 emergency communications service within the district.
- 1.2. The [Entity Name] ("Public Agency") is a [Texas home-rule municipality/Texas county/institution of higher education] that operates [#] Public Safety Answering Point[s] (PSAP[s]) that participates in the district as authorized by Texas Health and Safety Code chapter 772.
- 1.3. This Interlocal contract is entered into between CAECD and Public Agency pursuant to Texas Government Code chapter 791 so that Public Agency can maintain its PSAPs, upgrade 9-1-1 equipment and train its personnel to participate in the Next Generation 9-1-1 emergency communications system in the district. For purposes of carrying out CAECD's and Public Agency's duties and obligations under this agreement, the parties understand and agree that references to CAECD and Public Agency include their employees, officers, directors, volunteers, agents (including, as to CAECD, the Capital Area Council of Governments - CAPCOG), and their representatives, individually, officially, and collectively.

Section 2. Rights and Duties of the Contracting Parties

- 2.1. Public Agency agrees to:
 - A. Purchase supplies such as printer paper, printer ink, cleaning materials and other expendable items necessary for the continuous operation of its PSAPs;
 - B. Implement upgrades of its PSAPs equipment and software, as authorized in the current annual budget, through the appropriate CAECD process for the purchase of new equipment and software;
 - C. Protect the PSAPs equipment and secure the PSAPs premises against unauthorized entrance or use;
 - D. Practice preventive maintenance for the PSAPs equipment;
 - E. Ensure call-takers/dispatchers receive emergency communications training as required and as described in CAECD's current annual budget;
 - F. Protect the confidentiality of 9-1-1 database information and of information furnished by telecommunications providers, and notify CAECD in writing within two business days of the receipt of a request for 9-1-1 database information, or for information furnished by telecommunications providers, made under the Texas Public Information Act;
 - G. Use the Regional Notification System (RNS) 9-1-1 derived database information only to warn or alert citizens of an emergency situation where property or human life is in jeopardy, and protect the database information from unauthorized use;

- H. Request the use of training facilities by sending an email to CMAC@capcog.org and specifying date of request, time of request and type of resources needed such as Solacom or CritiCall;
- I. Insofar as the CAECD operates a Regional Backup Center (RBUC) and Public Agency wishes to use it, operate in accordance with all rules and procedures, and within the allocated space in the RBUC as directed by the CAECD;
- J. Be responsible for all furniture, administrative telephones, copier machines and administrative desktop computers located within the Public Agency's operating area;
- K. Hold harmless CAECD 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 CAECD and shall name CAECD (including those representatives and agents listed in section 1.3 above) as additional insured under the Public Agency'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;
- L. Waive any duty CAECD 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 CAECD 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 CAECD 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 CAECD.
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, listed in Section 2.1, I, 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 into by, either party to the Agreement;
 - iv. the inability of CAECD 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 CAECD hereunder;

- vi. strikes, work stoppages, or labor disputes affecting CAECD and any subcontractor (excluding material suppliers) of CAECD;
 - vii. with respect to CAECD, damage to the Facilities caused by third parties not related to or under the control of the CAECD, including, but not limited to, contractors and subcontractors for the CAECD; and,
 - viii. the failure of any CAECD 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 CAECD directly, and the CAECD is not able after exercising all reasonable efforts to timely obtain substitutes.
- M. Abide by the Regional Backup Communications Center (RBUC) Access Control Policy, included as attachment A, as if recited verbatim herein.

2.2. CAECD agrees to:

- A. Insofar as the CAECD operates a RBUC, be responsible for maintaining all RBUC physical plant including primary electrical systems, 9-1-1 systems, HVAC and network wiring as budgeted and with approved available funds;
- B. Either directly or through an agreement with a third party, provide access control security as required by the CJIS Security Policy and maintain access control systems and badging for appropriate personnel and contractors;
- C. Provide training facilities, including Solacom and CitiCall consoles;
- D. Schedule training based on priority availability given to training offered on a regional basis and requested according to 2.1.H.; and
- E. Insofar as the CAECD operates an RBUC, provide space, equipment, security, and staff support to the RBUC as budgeted and with approved available funds.
- F. Hold harmless Public Agency 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 Public Agency.
- G. Waive any duty Public Agency owes CAECD 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 Public Agency 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 Public Agency, 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 Public Agency. Circumstances included above, by way of example only, are:
 - ix. 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;
 - x. the failure of any appropriate governmental agency or private utility to provide and maintain utilities;
 - xi. 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 into by, either party to the Agreement;
 - xii. the inability of Public Agency 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;

- xiii. 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 Public Agency hereunder;
 - xiv. strikes, work stoppages, or labor disputes affecting Public Agency and any subcontractor (excluding material suppliers) of Public Agency;
 - xv. with respect to Public Agency, damage to the Facilities caused by third parties not related to or under the control of Public Agency, including, but not limited to, contractors and subcontractors for Public Agency; and,
 - xvi. the failure of any Public Agency 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 Public Agency directly, and the Public Agency is not able after exercising all reasonable efforts to timely obtain substitutes.
- H. Notify Public Agency at least 60 days prior to the closure of any RBUC.

Section 3. Contract Price and Payment Terms

- 3.1. CAECD agrees to compensate Public Agency in the total amount of not to exceed [\$X] per fiscal year for its performance of this contract. CAECD must make any payment obligated by this agreement from current revenues available to CAECD. The stated amount is a payment which fairly compensates the Public Agency for the duties performed hereunder.
- 3.2. Within 30 calendar days after the initial effective date of this contract and within 30 calendar days after the start of each fiscal year for which this contract is renewed, CAECD agrees to pay Public Agency [\$X] for the purchase of supplies as outlined in Section 2.1.A of this contract.
- 3.3. If Public Agency has received payment for expenditures under this contract that are in violation of APPLICABLE LAW or POLICY described in Section 6, Public Agency agrees to repay CAECD for those payments within 60 calendar days from the date CAECD notifies Public Agency of the repayment amount due and the reason repayment is required.
 - A. If Public Agency does not refund the payment when required, CAECD may refuse to purchase 9-1-1 equipment on Public Agency's behalf and may withhold all or part of the unpaid payment from Public Agency's future entitlement to payment under this or future Interlocal contracts between the parties for PSAP maintenance, equipment upgrade, and training.
 - B. Before the 60-day payment period expires, Public Agency may appeal in writing to CAECD its determination that Public Agency refund the payment, explaining why it believes the determination is incorrect, or Public Agency may request CAECD in writing to extend the 60-day payment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. The CAECD Board of Managers decision on Public Agency's appeal or proposal or both is final.
 - C. The parties understand and agree that the appeal authorized by Section 3.3.B is the only mechanism for challenging CAECD's determination under Section 3.3. that Public Agency refund the payment. The early termination provisions of Section 10 and dispute resolution process of Section 11 are not available to challenge CAECD's determination.

Section 4. Effective Date and Term of Contract

- 4.1. This contract takes effect October 1, 2026 and shall continue for a period of two years, unless sooner terminated under Section 10. Thereafter, this contract shall automatically renew each year on October 1 until a Party provides written notice of termination to the other Party no less than sixty days prior to the end of the current term.

Section 5. Performance Reports

- 5.1. Public Agency agrees to document and perform a monthly test on their make busy switch by the 20th of each month. Records are to be kept for up to one year.

Section 6. Compliance with Applicable Law and Policy

- 6.1. Public Agency agrees to comply with all APPLICABLE LAW and POLICY in carrying out this contract, 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); the current CAECD annual budget; CAECD 9-1-1 Policies and Procedures Manual and CAPCOG RNS Policies & Procedures.

Section 7. Independent Contractor, Assignment and Subcontracting

- 7.1. Public Agency is not an employee or agent of CAECD, but furnishes goods and services under this contract solely as an independent contractor.
- 7.2. Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of CAECD. An attempted assignment or subcontract in violation of this Section 7.2 is void. If CAECD consents to Public Agency's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

Section 8. Records and Monitoring

- 8.1. Public Agency agrees to maintain financial, statistical, and ANI/ALI records adequate to document its performance, costs and receipts under this contract. Public Agency agrees to maintain these records at Public Agency's offices.
- 8.2. Subject to the additional requirement of Section 8.3, Public Agency agrees to preserve the records for three fiscal years after receiving its final payment under this contract.
- 8.3. 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 expiration or early termination of this contract. CAECD is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAECD is also entitled to visit Public Agency's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.
- 8.4. CAECD will at least once per year visit Public Agency's offices and monitor its performance of this contract to ensure compliance with APPLICABLE LAW and POLICY described in Section 6. CAECD will provide Public Agency a written monitoring report within 30 calendar days of the

visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

- 8.5. CAECD agrees to notify Public Agency at least 24 hours in advance of any intended visit under this Section 8. Upon receipt of CAECD's notice, Public Agency agrees to notify the appropriate department(s) specified in the notice.

Section 9. Nondiscrimination and Equal Opportunity

- 9.1. Public Agency shall not exclude anyone or entity from participating in Public Agency's duties under this contract, unlawfully deny benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.
- 9.2. If Public Agency procures goods or services with funds made available under this contract, Public Agency 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 Contract

- 10.1. Except as provided in Sections 3.3, if CAECD or Public Agency breaches a material provision of this contract, 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 to CAECD 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 the contract or may invoke the dispute resolution process of Section 11.
- 10.2. If this contract is terminated under Section 10, CAECD and Public Agency are each entitled to compensation for any performance undertaken pursuant to the terms of this Interlocal contract, where such performance was provided to the other before receiving notice of the termination. However, neither CAECD nor Public Agency is liable to the other for costs it paid or incurred under this contract made after or in anticipation of 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 Public Agency 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 contract either under Section 4 or under this Section 10 does not affect Public Agency's duty:
 - A. To repay CAECD for expenditures made in violation of APPLICABLE LAW or POLICY in accordance with Sections 3.3;
 - B. To preserve its records and permit inspection, copying, and auditing of its 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 contract 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 contract. 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 contract, 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 Interlocal contract.
- 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.

Section 12. Notice to Parties

- 12.1. 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:
 - 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. Public Agency's address is [Public agency name, address, Attention: name and title].
- 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 contract 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 contract on behalf of the governing body identified as the Public Agency 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 Interlocal contract 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 contract states the entire agreement of the parties and, with the exception of Attachments A and B, may be amended only by a written amendment executed by both parties. Any alterations, additions, or deletions to the terms of_ this contract which are required by changes in Federal or State law or regulations are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 13.4. The following Attachments are part of this contract and may be amended by written agreement of both parties without further approval by either the CAECD Board of Managers or the Public Agency Governing Board:
 - A. Regional Backup Communications Center (RBUCC) Access Control
 - B. Service Level Agreement
- 13.5. This contract 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.
- 13.6. This contract is executed in duplicate originals.

Signatures

[Public Agency]

Capital Area Council of Governments

By

By

 [Typed Name]
 [Title]

 Chris Miller
 Executive Director

Date

Date

 [Date of Governing Board Approval]

Capital Area Emergency Communications District

Guidelines for Adding or Closing a Public Safety Answering Point or Adding a 9-1-1 Call Handling Equipment (CHE) Position

Approved by the Board of Managers on March 13, 2024

1. PURPOSE

The addition of a Public Safety Answering Point (PSAP) or 9-1-1 Call Taking Position impacts the operational budget of the Capital Area Emergency Communications District (CAECD). These guidelines provide criteria and identify required information to be included in a request to add or change the status of a PSAP or 9-1-1 call taking position.

2. DEFINITIONS

- A. Public Service Answering Point (PSAP) – Defined in the Federal Register Title 47, Ch IV, Part 400 as a facility that has been designated to receive emergency calls and route them to emergency service personnel.
- B. Local Government – For purposes of these policies, a local government is defined as a county or incorporated city within the CAECD region, State Planning Region 12.
- C. Call Handling Equipment (CHE) – Defined by the National Emergency Number Association (NENA) as communications software system equipment used to receive and process calls.

3. GENERAL POLICIES

- A. The CAECD shall have ownership over all PSAP 9-1-1 call handling equipment (CHE), related equipment and network connectivity.
- B. The CAECD Board of Managers has final approval authority for all consolidations, co-locations, new PSAPs and new, additional or removal of CHE.
- C. The CAECD Board of Managers approves and oversees all aspects of the 9-1-1 budget; any approval for a new PSAP or change in status of existing PSAPs must be done with consideration to current and future budgetary issues and availability of funding.
- D. All CHE that will be connected onto the closed network must be purchased by the CAECD.
- E. The NENA Master Glossary of 9-1-1 terminology shall be used to define 9-1-1 terms used in this document.
(<http://www.nena.org/?page=Glossary>).

4. CHANGES IN STATUS OF PSAPS

- A. Local government agencies planning to consolidate or co-locate primary PSAPs must seek approval from the CAECD Board of Managers. If an agency approved to close its primary PSAP facility wishes to move PSAP operations again, including back to the original site, it must meet the criteria for a new PSAP in accordance with the criteria herein. A request

for a second relocation of the facility must be made within five years of its first relocation.

- B. A local government that requests a second relocation of a primary PSAP will be contractually required to cover all costs associated with that facility change.
- C. If a local government meets the criteria herein to qualify for a PSAP, sufficient funding must exist within the CAECD fiscal year budget to cover the costs of a new PSAP in the year of the planned commencement of 911 operations and services date for their jurisdictional service area(s). The CAECD Board of Managers, based on criteria herein, may approve a new PSAP or additional CHE stations when funding is available.
- D. A request for a new PSAP or additional call-taking positions must be approved by resolution of the governing body of the local government agency and signed by the chief elected official.

5. ADDITIONAL PSAP

A. Primary PSAP

All of the following factors are required for the addition of a Primary PSAP:

- (1) Population of requesting jurisdiction is:
 - (a) Greater than 25,000; or
 - (b) At least 25% of the total population of the County.
- (2) For the previous 18 months, the jurisdiction can document a minimum average of 25 calls per day, which may include the combined total of the number of 9-1-1 and 10-digit emergency telephone number calls for the agency (or agencies, if the site will serve as a Backup PSAP) requesting the PSAP.
- (3) Resolution from local governing body of existing PSAP agreeing to release the proposed service area for the new PSAP and resolution from the local governing body of proposed PSAP agreeing to provide the duties and responsibilities of 9-1-1 service for the service area specified.
- (4) Written acknowledgement from the jurisdiction of the capability to provide:
 - (a) Minimum PSAP requirements as outlined in CSEC Rule 251.1; and
 - (b) Adequate facilities and personnel to house and operate a PSAP for receiving 9-1-1 calls.

B. Secondary PSAP

- (1) A secondary PSAP may be approved for an institution of accredited higher education such as a state or private college or university.

- (2) Secondary PSAPs may be approved for a co-location based on service area, call volume and other local government agencies being served that do not have a PS

6. ADDITIONAL CALL TAKING POSITION

A call taking position may be added if all of the following factors are met, however, identification of other factors which may be relevant to the need for an additional workstation will be considered.

- A. An average of 25 calls per day per position over the past 18 months. The calls may include the combined total of the number of 9-1-1 and 10-digit emergency telephone number calls for the agency.
- B. Jurisdiction has a population growth rate of at least 3% over the past two years and for the upcoming year.
- C. Identification of other factors which may be relevant to the need for an additional workstation.
- D. Jurisdiction must certify the capability to provide staffing for the additional workstation.

7. CLOSING A PSAP

- A. A PSAP will be identified for closing when the average daily total call volume of 9-1-1 and 10-digit emergency calls falls below 25 calls per day over an 18-month period. PSAPs operating at an educational institution or PSAPs that are the only PSAP within a county are exempt.
- B. The following factors will be considered when budget reductions necessitate closing or providing reduced funding to PSAPs that meet the minimum daily call volume:
 - (1) Average daily total call volume of 9-1-1 and 10-digit emergency calls based on the past 18 months.
 - (2) Proximity to another PSAP.
 - (3) Number of 9-1-1 and 10-digit emergency calls transferred to other PSAPs for dispatch.
- C. Notification during the annual budget process:
 - (1) Each January a report will be provided to the CAECD Board of Managers identifying PSAPs that are subject to closure or reduced funding. The average call volume will be calculated for the 18-month period ending in December of the previous year.
 - (2) Each April a recommendation will be prepared for the Board of Managers as to which PSAPs may be closed or partially funded for the Fiscal Year beginning October 1 of that year.
- D. Once a PSAP is closed, the jurisdiction must meet all requirements for adding a PSAP in order to reactivate the PSAP.



Capital Area Council of Governments

6800 Burleson Road, Building 310, Suite 165

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www.capcog.org

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

November 18, 2025

Mr. Ed Van Eenoo, Chief Financial Officer City of Austin
P.O. Box 1088
Austin, TX 78767

RE: Future of the 9-1-1 Backup Center

Dear Mr. Van Eenoo,

As per prior conversations with the City of Austin and Travis County, the Capital Area Council of Governments (CAPCOG) is pursuing new office space as our present lease agreement ends March 31, 2027. Currently CAPCOG has several promising new office opportunities, but unfortunately none include remaining at the present location, 6800 Burleson Rd, Bldg. 310, Suite 165. Accordingly, I am providing you with formal notice that it is the intent of the Capital Area Council of Governments (CAPCOG) **not** to renew the space currently being used by City of Austin and Travis County for its 9-1-1 Backup Center (BUC) here at 6800 Burleson Road, Building 310, Suite 165, beyond the end of our current lease when it expires on March 31, 2027. We also request a transition plan for the BUC beyond that date by December 31, 2025. This information will be important for our board to consider in January when they will consider approval of a new lease.

We understand from conversations with City and County staff that the City is planning to move its BUC to CTECC 1.0 once it has moved its primary emergency communications center (ECC) over to CTECC 2.0, but this is still a few years away. Due to the uncertainty about this timeline and CAPCOG's need to secure a long-term lease for all of our other operations, we have determined that it is not in the interests of CAPCOG or the Capital Area Emergency Communications District (CAECD) to continue to be committed to renting that space out beyond the end of our current lease, and most assuredly if CAPCOG no longer has an office presence at 6800 Burleson Rd.

However, CAPCOG is prepared to offer financial support for the BUC for two and a half years (April 1, 2027 - November 30, 2029), coinciding with the end of the City of Austin's lease for the space used for the Municipal Court to facilitate this transition. As we understand it, City staff was already anticipating this possibility when it secured approval from City Council on February 29, 2024, to "Authorize negotiation and execution of an interlocal agreement with the Capital Area Emergency Communications District to reimburse the City for expenses related to the property lease and operational costs for the 9-1-1 backup center."

CAPCOG staff are prepared to work with you and your staff to facilitate an orderly transition for the BUC and work with you to pursue a lease amendment for the space and discuss other alternatives that meet our respective interests. If you have any questions, please do not hesitate to contact me at (512) 916-6008 or by email at cmiller@capcog.org.

Sincerely,

Chris Miller
Executive Director

cc: Blanco County Judge Brett Bray, CAPCOG Executive Committee Chairman
Austin Mayor Kirk Watson
Travis County Judge Andy Brown
Travis County Precinct Three Commissioner Ann Howard

Mr. Miller,

I am in receipt of your memorandum regarding the subject: Future of the 9-1-1 Backup Center. As you are aware, the City of Austin (the City) and the Capital Area Emergency Communications District (the CAECD) are parties to an Interlocal Contract for Public Safety Answering Point Maintenance, Equipment and Training (the Contract) dated September 20, 2018. The Contract defines the roles and responsibilities of the City and the CAECD related to the maintenance, upgrade, and training for Public Safety Answering Points (PSAPs) and related 9-1-1 equipment, including the provision of physical space for a Regional Backup Communications Center (RBUC).

Among other duties, Section 2.2 of the Contract requires the CAECD to:

- Be responsible for maintaining all RBUC physical plant including primary electrical systems, 9-1-1 systems, HVAC and network wiring as budgeted and with approved available funds; and,
- Provide space, equipment, security, and staff support to the RBUC as budgeted and with approved available funds.

Section 4.1 of the Contract allows for termination by either party subject to a notice of no less than sixty days prior to the end of the current term. The current term for the Contract is October 1, 2025 – September 30, 2026.

In your memorandum, you state the intent of the Capital Area Council of Governments (CAPCOG) is to *not* renew the lease for the facility currently used by the CAECD to house regional PSAP equipment and to meet its contractual obligation to provide space for the City of Austin and Travis County 9-1-1 Backup Center (BUC). **I am requesting written confirmation if your memorandum serves as formal notice that the CAECD intends to terminate its contractual agreement with the City effective September 30, 2026.**

Regarding your request for a transition plan for the City/County BUC, the City's intent as the managing partner of the Combined Transportation, Emergency & Communications Center (CTECC) is to transition to a dual-facility CTECC operating model with both facilities operating concurrently. The new model will provide continuous 24/7 operational redundancy should one of the facilities experience an unplanned service interruption. The transition to the new model is anticipated to be complete no later than the fourth quarter of 2028. At that time, the City/County BUC space requirements in CAECD's RBUC facility located at 6800 Burluson Road will no longer be needed. This timeline is conservative and provides for completion of all necessary facility renovations, equipment relocation, testing of the new site prior to going live, and contingency for unanticipated events.

In closing, this action by CAPCOG to not renew its commitment to the regional backup call center is concerning. The RBUC is critically important to the regions 9-1-1 system and any disruption in service could have serious consequences for emergency response far beyond the City of Austin and Travis County. As we have discussed previously, the City's position is that the most expeditious and lowest cost approach to preserving this critically important regional asset is for CAPCOG to extend its existing lease at 6800 Burluson Road until the City's new CTECC facility is operational.

My assistant will reach out to you to schedule a follow-up meeting for us to discuss appropriate next steps related to the lease agreement and the longer-term transition to a new public safety call center operating model.

Best regards,
Ed Van Eenoo

A handwritten signature in black ink, appearing to read "Ed Van Eenoo". The signature is fluid and cursive, with the first name "Ed" being the most prominent.

Chief Financial Officer

cc: Brett Bray, Blanco County Judge & CAPCOG Executive Committee Chairman
Kirk Watson, City of Austin Mayor
Andy Brown, Travis County Judge
Ann Howard, Travis County Commissioner
T.C. Brodnax, City of Austin City Manager

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

MEETING DATE: April 8, 2026

AGENDA ITEM: 4. Consider accepting the Financial Report for the Period October 1, 2025, to February 28, 2026

GENERAL DESCRIPTION OF ITEM:

This is the fiscal year to date financial report for CAECD, for the five-month period beginning October 1, 2025, to February 28, 2026. Included in the report is the Balance Sheet indicating total assets, liabilities, and fund equity. The fund balance of \$50,528,22 as of Feb 28, 2026, represents resources planned to be used to support continuing operations, existing contractual obligations, and for maintaining the reserves approved by this board to cover emergency operations, and equipment replacement. The statement of Revenues and Expenditures as of February 28, 2026, is also included:

Total Revenues as of February 28, 2026, \$ 8,265,171
Total Expenditures as of February 28, 2026, \$ 5,424,134

The financial statements have been prepared in accordance with applicable state and federal requirements and are unaudited.

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: Silvia Alvarado, CAPCOG Director of Finance

BUDGETARY IMPACT OF AGENDA ITEM:

Total estimated cost: N/A

Source of funds:

- Is the item already included in the 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:

Accept the financial report for the period of October 1, 2025, to February 28, 2026.

BACK-UP DOCUMENTS ATTACHED:

1. Unaudited Balance Sheet as of February 28, 2026
2. Unaudited Statement of Revenues and Expenditures as of February 28, 2026

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

CAPITAL AREA COUNCIL OF GOVERNMENTS
Balance Sheet - Unaudited
As of February 28, 2026

Assets

Cash and Short Term Investments	\$	48,368,781.00
Accounts Receivable		2,967,317.00
Other Assets		1,434,732.00
Total Assets	\$	<u><u>52,770,830.00</u></u>

Liabilities & Fund Balance

Accounts Payable	\$	1,819,940.00
Due to CAPCOG		422,068.00
Total Liabilities	\$	<u>2,242,008.00</u>
Beginning Fund Balance	\$	47,687,785.00
Change in Fund Balance		2,841,037.00
Total in Fund Balance	\$	<u>50,528,822.00</u>
Total Liabilities and Fund Balance	\$	<u><u>52,770,830.00</u></u>

CAPITAL AREA COUNCIL OF GOVERNMENTS
Statement of Revenues and Expenditures - Unaudited
For the fiscal year ending September 30, 2026
For the five months ending February 28, 2026

Operations	Fiscal Year to Date Actual	FY26 Budget	Remaining Percent of Budget (over)
Revenue			
Interest	\$ 108.00	\$ 100.00	-8%
Investment Interest	780,519.00	1,247,735.00	37%
911 Wireline Fees	981,826.00	2,027,927.00	52%
911 Wireless Fees	6,151,590.00	13,930,638.00	56%
911 Prepaid Wireless Fees	345,464.00	858,148.00	60%
911 Private Switch	5,665.00	14,986.00	62%
Total Revenue	\$ 8,265,171.00	\$ 18,079,534.00	54%
Expenditures			
911-Program Management	\$ 1,187,145.00	\$ 3,176,545.00	63 %
911-Network	1,711,417.00	5,813,691.00	71 %
911-GIS/DB Maintenance	715,828.00	3,280,118.00	78 %
911-Equipment Maintenance	337,861.00	1,385,732.00	76 %
911-PSAP Services	1,032,907.00	3,282,284.00	69 %
911-Training & Education	68,180.00	301,193.00	77 %
Regional Notification System	214,291.00	621,197.00	66 %
WebEOC	85,016.00	218,774.00	61 %
Total Expenditures	\$ 5,352,643.00	\$ 18,079,534.00	70 %
Operations Net Revenue Over/(Under) Expenditures	\$ 2,912,528.00	\$ -	
Capital Projects			
Capital Project Expenditures			
911-Capital Projects	\$ 0.00	\$ 750,000.00	100 %
Lease Expenditures	71,491.00	8,325,040.00	99 %
Total Capital Project Expenditures	\$ 71,491.00	\$ 9,075,040.00	99 %
Net Increase to Fund Balance	\$ 2,841,037.00	\$ (9,075,040.00)	