

AGREEMENT FOR USE OF THE
GREATER AUSTIN-TRAVIS COUNTY REGIONAL RADIO SYSTEM
BY TEXAS DEPARTMENT OF TRANSPORTATION

This Agreement is made by the following parties:

City of Austin, a Texas home-rule municipal corporation ("City") and

Texas Department of Transportation, a political subdivision of the State of Texas.

RECITALS

City of Austin is a party to the 800 MHZ Trunked Voice Radio System Implementation Interlocal Agreement ("Implementation Agreement") which funded the procurement and implementation of the Greater Austin-Travis County Regional Radio System to improve the ability of public safety and public service agencies to communicate and cooperate with each other, and allow direct access to, and exchange of data in the Central Texas area.

City of Austin is also a party to the Interlocal Agreement for Operations and Maintenance of the Regional Radio System ("Operations Agreement"), which provides for the organizational structure and funding for the operation and maintenance of the Greater Austin-Travis County Regional Radio System. This Operations Agreement authorizes City to enter into Agreements for use of the Greater Austin-Travis County Regional Radio System with organizations that are eligible under FCC rules to use the licensed frequencies of the Greater Austin-Travis County Regional Radio System.

The Texas Department of Transportation (TxDOT), as a political subdivision of the State of Texas, is authorized under FCC rules to use public safety radio frequencies including the licensed frequencies of the Greater Austin-Travis County Regional Radio System.

The purpose of this Agreement is to provide the GATRRS Associate access to and use of the Greater Austin-Travis County Regional Radio System.

City has complied with the requirements of the Operations Agreement related to the entering into this Agreement for Use of the Greater Austin-Travis County Regional Radio System with GATRRS Associate.

AGREEMENT

NOW, THEREFORE, City and GATRRS Associate agree to the following:

1.0 DEFINITIONS

In this Agreement,

- 1.1 "Business Day" means Monday through Friday, 7:30 a.m. to 5:00 p.m. unless City has designated one of these days as a City holiday.
- 1.2 "City" means City of Austin.
- 1.3 "City Council" means the City of Austin City Council.
- 1.4 "City Fiscal Year" means the City of Austin fiscal year which commences October 1 and ends September 30 of the following calendar year.
- 1.5 "FCC" means the Federal Communications Commission.
- 1.6 "Greater Austin-Travis County Regional Radio System" or "GATRRS" means the APCO Project 25 trunked voice radio system serving the Austin/Travis County, Texas, area implemented by the City of Austin, Travis County, Austin Independent School District, Capital Metropolitan Transportation Authority, The University of Texas at Austin and the Texas Legislative Council and House of Representatives through the GATRRS Implementation Agreement.
- 1.7 "GATRRS Governing Board" means the Governing Board created and regulated by the Operations Agreement.
- 1.8 "GATRRS Operating Board" means the Operating Board created and regulated by the Operations Agreement.
- 1.9 "GATRRS Party" means any entity that is a party to the Interlocal Agreement for Operation and Maintenance of the Greater Austin-Travis County Regional Radio System.
- 1.10 "GATRRS Program Manager" means the Party to the Operations Agreement designated to oversee the day to day operation and management of the Greater Austin-Travis County Regional Radio System and the staff of the Party designated to perform those duties.
- 1.11 "Subscriber Equipment" means the portable radios, mobile radios, control station radios and radio consoles operated by GATRRS Associate as part of the Greater Austin-Travis County Regional Radio System.
- 1.12 "TxDOT" means Texas Department of Transportation.

2.0 TERM

- 2.1 Initial Term. This Agreement commences on the latter of May 1, 2015, or the date on which it is signed by the last party to sign it. This Agreement continues in

force until the earlier of April 30, 2016 or termination of the Agreement in accordance with Section 11 of this Agreement.

- 2.2 Automatic Renewal. This Agreement automatically renews on May 1, 2016, for a term of one (1) year unless it is terminated sooner pursuant to 11.0. At the end of that year, this Agreement automatically renews for a third and final term unless it is terminated sooner pursuant to 11.0.

3.0 GATRRS ASSOCIATE RESPONSIBILITIES

- 3.1 Access Authorization. GATRRS Associate is authorized to access and use the type and quantity of Subscriber Equipment described in Attachment A on the Greater Austin-Travis County Regional Radio System. GATRRS Associate shall not use any additional equipment on the Greater Austin-Travis County Regional Radio System.

3.2 Rates, Billing, and Payments.

- 3.2.1 On or before October 30th of each year, GATRRS Associate shall pay City the amount due for that City Fiscal Year for the number and type of Subscriber Equipment authorized in Attachment A and the monthly rates for GATRRS System Infrastructure, Operations, and Maintenance Support Costs. GATRRS Associate has the discretion to request an amendment to Attachment A during a City Fiscal Year to reduce or add Subscriber Equipment. GATRRS Associate shall pay City the amount due for the remainder of that City Fiscal Year for the addition or reduction of Subscriber Equipment authorized by the amendment of Attachment A based on the monthly rates for GATRRS System Infrastructure, Operations, and Maintenance Support Costs in Attachment A.

- 3.2.2 For services other than Subscriber Equipment access, including but not limited to radio programming and programming template development, rates are detailed in Attachment B and may be revised as needed without further action by the Austin City Council or GATRRS Associate provided that City shall provide not less than sixty (60) days advance written notice to GATRRS Associate before any revision of Attachment B is effective.

- 3.2.3 City's billing period for services under Attachment B is from the 21st day of each month through the 20th day of the following month. City will invoice GATRRS Associate no later than the 14th day of the month following the end of each billing period, with the invoice dated on the day it is sent. GATRRS Associate will pay City within thirty (30) days of receipt of any invoice for services under this Agreement.

- 3.3 Limit on Use. GATRRS Associate is subject to any limitations or restraints on its usage of the Greater Austin-Travis County Regional Radio System that apply to City.

- 3.4 Purchase of Equipment. GATRRS Associate shall purchase and provide its own Subscriber Equipment to be used on the Greater Austin-Travis County Regional Radio System. The selection and specifications for this Subscriber Equipment must be coordinated with the GATRRS Program Manager so that all Subscriber Equipment purchased is compatible with the Greater Austin-Travis County Regional Radio System.
- 3.5 Etiquette. GATRRS Associate shall ensure that the persons it authorizes to use its Subscriber Equipment are trained in the proper use and etiquette for two-way radio communication, in accordance with policies, procedures, and guidelines established by the GATRRS Operating Board.
- 3.6 Compliance with Agreement. When using the Greater Austin-Travis County Regional Radio System, GATRRS Associate shall abide by all policies, procedures, and guidelines established by the GATRRS Operating Board, within 10 days after these are provided to GATRRS Associate, and the terms and conditions of this Agreement.
- 3.7 Compliance with Standard Operating Conditions and FCC. GATRRS Associate shall use the Greater Austin-Travis County Regional Radio System in a manner consistent with the Standard Operating Procedures established by the GATRRS Operating Board within 10 days after GATRRS Associate is provided with these or any change in them, and in compliance with applicable Federal Communications Commission regulations and rules.
- 3.8 Programming of Equipment. GATRRS Associate shall ensure that programming for its Subscriber Equipment that uses the Greater Austin-Travis County Regional Radio System is consistent with the Standard Operating Procedures established by the GATRRS Operating Board.
- 3.9 FCC Violations. If there is any actual or alleged violation of any FCC rule or regulation as a result of any Subscriber Equipment that is owned by GATRRS Associate, GATRRS Associate shall reimburse the GATRRS Party that is the holder of the FCC license for all costs arising from the actual or alleged violation, including costs and attorneys fees for defense against the allegation as well as fines and penalties incurred.
- 3.10 Improvements Point of Contact. GATRRS Associate shall use City as its primary point of contact for requests for Greater Austin-Travis County Regional Radio System improvements.
- 3.11 Operations Point of Contact. When addressing problems, and seeking answers to operations questions, GATRRS Associate shall use the GATRRS Program Manager as its primary point of contact. GATRRS Associate shall work with the GATRRS Program Manager in a good faith effort to help resolve problems.
- 3.12 System Development. GATRRS Associate is encouraged to use the interoperability capabilities of the Greater Austin-Travis County Regional Radio

System and to provide input to the GATRRS Program Manager on the day-to-day operations of the Greater Austin-Travis County Regional Radio System and on the development of Greater Austin-Travis County Regional Radio System standard operating policies and procedures.

- 3.13 Current Revenue Payments. GATRRS Associate shall pay for all costs incurred pursuant to this Agreement from current revenue funds.
- 3.14 Access to Reports and Records. GATRRS Associate shall provide City with full access to all records and reports about the Greater Austin-Travis County Regional Radio System that are in its possession.
- 3.15 Compliance with Laws. GATRRS Associate shall comply with all applicable laws, rules and regulations in the performance of this Agreement.

4.0 CITY RESPONSIBILITIES

- 4.1 Notice of Limitations. City shall provide GATRRS Associate with a statement by telephone, email, radio, or facsimile communication of any limitations or restraints on the City's usage of the Greater Austin-Travis County Regional Radio System as soon as reasonably practicable after the City receives notice that such limitations or restraints are imposed on City. City shall provide this statement no later than within one Business Day after these limitations or restraints are imposed. City shall notify GATRRS Associate in compliance with 16.0 of any limitations or restraints on the City's usage of the Greater Austin-Travis County Regional Radio System as soon as practicable after that.
- 4.2 Copies of Procedures. City shall provide GATRRS Associate with copies of all policies, procedures, and guidelines established by the GATRRS Operating Board, including the Standard Operating Procedures.
- 4.3 Notice of Violation. City shall notify GATRRS Associate if it becomes aware of any actual or alleged violation of any FCC rule or regulation as a result of any Subscriber Equipment that is owned by GATRRS Associate or used by any person associated with GATRRS Associate.
- 4.4 Amendment Requests. City shall not unreasonably withhold approval of a request to amend this Agreement to add Subscriber Equipment if any of the capacity that City originally intended for use by GATRRS Associate is uncommitted and available within its share of the Greater Austin-Travis County Regional Radio System.
- 4.5 Improvement Requests. City shall assist GATRRS Associate in relation to any reasonable requests for Greater Austin-Travis County Regional Radio System improvements and in its relationship with the GATRRS Program Manager if needed.

- 4.6 Operations Requests. City shall help GATRRS Associate to resolve problems with the GATRRS Program Manager, including presenting GATRRS Associate's concerns through the dispute resolution process described in the Operations Agreement if necessary.
- 4.7 Rates. City shall set the rates to be stated in Attachment A based on the operating costs of providing GATRRS Associate access to the GATRRS, including the cost of operations and maintenance of the GATRRS and any capital improvements to GATRRS infrastructure. City shall provide GATRRS Associate with a copy of the proposed budget prepared in compliance with the Operations Agreement and the proposed rates to be stated in Attachment A for the next City fiscal year by June 1 of each year.
- 4.8 Annual Invoice. City shall invoice GATRRS Associate for the amount due for each City Fiscal Year based on the number and type of Subscriber Equipment authorized in Attachment A and the rates in Attachment A. The invoice shall include a current copy of Attachment A, the City Fiscal Year covered by the invoice, the per-unit amount to be paid, and the total amount to be paid. The invoice shall be sent to:
- Texas Department of Transportation
Attn: Austin District
SRSC Invoices
PO Drawer 15426
Austin, TX 78761
- 4.9 GATRRS Payment. GATRRS Associate agrees to pay each invoice within thirty (30) days of the receipt of the invoice, pursuant to the Prompt Payment Act, Chapter 2251 of the Government Code. Payment should be made to City of Austin Wireless Communication Services Division, 1006 Smith Road, Austin, TX 78721.
- 4.10 Current Revenue Payments. City shall pay for all costs incurred pursuant to this Agreement, if any, from current revenue funds.
- 4.11 Access to Reports, Records, and Facilities. City shall provide GATRRS Associate with full access to all records and reports about the Greater Austin-Travis County Regional Radio System that are in its possession or are available to City under the Operations Agreement unless the law specifically prohibits disclosure.
- 4.12 Compliance with Laws. City shall comply with all applicable laws, rules and regulations in the performance of this Agreement.

5.0 LIABILITY

City is not liable for and GATRRS Associate assumes full risk of any claims, damages or attorney's fees of every kind for injury to or death of any person and

for damages to or loss of property arising in whole or in part, directly or indirectly as a result of the operations of the GATRRS Associate under this Agreement.

6.0 RETENTION AND ACCESSIBILITY OF RECORDS.

- 6.1 GATRRS Associate Retention. GATRRS Associate shall maintain all records and documentation for all Subscriber Equipment to be used on the Greater Austin-Travis County Regional Radio System in a readily available state and location for at least three (3) years after the Agreement term in which GATRRS Associate stopped using that unit of Subscriber Equipment in the Greater Austin-Travis County Regional Radio System.
- 6.2 City Access. GATRRS Associate shall give City, or its duly authorized representatives, access to and the right to examine all records, and other papers related to Subscriber Equipment used on the Greater Austin-Travis County Regional Radio System, at reasonable times and for reasonable periods. These rights to access continue as long as these records are retained by GATRRS Associate.

7.0 LIMIT ON AGENTS

No agent, official, employee, or representative of City has the authority to amend or assign this Agreement or waive violations of it unless expressly granted this specific authority by the City Council. No agent, official, employee or representative of GATRRS Associate has the authority to amend or assign this Agreement or waive violations of it unless expressly granted this specific authority by the TXDOT Executive Board.

8.0 CITY RIGHT TO CONTRACT: OTHER ENTITIES

- 8.1 City may contract with other entities to provide access to and use of the Greater Austin-Travis County Regional Radio System throughout City of Austin and any additional area that becomes part of the Greater Austin-Travis County Regional Radio System if these contracts do not reduce the level of access provided to GATRRS Associate under this contract that is in effect when City enters into the contract with the other entity. All proceeds to City that may arise from other Agreements inure to the benefit of City.
- 8.2 If City contracts with other entities to provide access to and use of the Greater Austin-Travis County Regional Radio System, City shall protect GATRRS Associate's rights under this Agreement to use the Greater Austin-Travis County Regional Radio System by City's enforcing compliance by the other entities with any requirements of the Agreement.

9.0 BREACH

The failure of either party to comply with the terms and conditions of this Agreement is a breach of this Agreement.

10.0 MEDIATION

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreeable mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in the Tex. Civ. Prac. and Rem. Code Ann. § 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. The parties may agree, in writing, to waive the confidentiality requirement of certain records and communications of the mediation stated in Tex. Civ. Prac. and Rem. Code Ann § 154.073.

11.0 SUSPENSION AND TERMINATION

11.1 Suspension. GATRRS Associate is subject to immediate suspension of this GATRRS Associate Interlocal Agreement for any of the following:

11.1.1 Alleged violation of FCC rules and regulations,

11.1.2 Individual or repeated violations of the GATRRS Standard Operating Procedures, or

11.1.3 Use of the Greater Austin-Travis County Regional Radio System that is determined to be inappropriate by the GATRRS Governing Board.

11.2 City Termination. City has the right to terminate this Agreement for one or more of the following reasons at any time in compliance with 11.3:

11.2.1 GATRRS Associate fails to cease and desist violations of FCC rules or regulations,

11.2.2 GATRRS Associate has violated the GATRRS Standard Operating Procedures one or more times,

11.2.3 GATRRS Associate has used the GATRRS in a manner that is determined to be inappropriate by the GATRRS Governing Board.

11.2.4 GATRRS Associate has failed to comply with any term or condition of this Agreement,

11.2.5 GATRRS Associate is unable to conform to changes required by federal, state or local laws or regulations related to performance under this Agreement,

11.2.6 if the City for any reason is prohibited from using, or is unable to use, the Greater Austin-Travis County Regional Radio System,

- 11.2.7 City has failed to appropriate sufficient funds to provide to continue its participation in the Greater Austin-Travis County Regional Radio System, or
- 11.2.8 This Agreement is superseded, with approval of both Parties, by any other agreement between the City and TxDOT.
- 11.3 Procedure. Within one Business Day after suspension, City must provide the GATRRS Associate with a statement of the grounds for suspension in writing.
- 11.3.1 At least twenty (20) days before the effective date of termination, City must notify GATRRS Associate in compliance with 16.01 of the decision to terminate this Agreement, the existence and nature of the breach, AND the effective date of termination.
- 11.3.2 GATRRS Associate may avoid termination of this Agreement pursuant to 11.2 and 11.3 if GATRRS Associate cures the breach and establishes procedures to prevent a recurrence to the City's satisfaction within twenty (20) days of receipt of this notice.
- 11.3.3 This time to cure may be extended, at the sole discretion of City, as long as the GATRRS Associate diligently continues to work toward completion of the cure.
- 11.3.4 If the breach is not cured to the satisfaction of City prior to the effective date of termination or any extension of the date allowed by City in writing, the GATRRS Associate is in default and the participation of the GATRRS Associate is automatically terminated on that date.
- 11.4 GATRRS Associate Termination. GATRRS Associate may terminate this Agreement, in whole or in part, at any time with thirty (30) days' notice.
- 11.5 Right Surviving Termination. If either party terminates this Agreement, GATRRS Associate shall pay the amounts outstanding to City in compliance with this Agreement within thirty (30) days after the effective date of termination.
- 11.6 Survival of Provisions. If this Agreement is terminated, the terms about payments survive the termination until all amounts due are paid
- 11.7 TxDOT's Status as Party to the Operations Agreement. This Agreement shall terminate automatically on May 1, 2018, if TxDOT has not joined the Operations Agreement as a "Party," as that term is defined in the Operations Agreement, on or before April 30, 2018.

12.0 NON-WAIVER AND RESERVATION OF REMEDIES

12.1 Non-Waiver. Any act of forbearance by either party to enforce any provision of this Agreement must not be construed as a modification of this Agreement or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement must not be construed as a waiver of that right or privilege. In this Agreement, City and GATRRS Associate do not waive any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions.

12.2 Reservation of Rights and Remedies. All rights of both parties under this Agreement are specifically reserved. Any payment, act or omission by a party must not impair or prejudice any remedy or right of that party under this Agreement. Any right or remedy stated in this Agreement must not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor must any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

13.0 ENTIRE AGREEMENT

13.1 Attachment. "Attachment A - Equipment and Rate Schedule" is made a part of this contract and constitutes promised performances by GATRRS Associate under this Agreement.

13.2 Agreement All Inclusive. All oral and written Agreements between the parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this document.

14.0 ASSIGNABILITY

Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by GATRRS Associate that no officer, agency, employee or representative of City has any authority to grant such assignment unless expressly granted that authority by the Commissioners Court.

15.0 AMENDMENTS

15.1 Amendment of Agreement. Any change to the provisions of this Agreement except for changes to Attachment A must be made in writing and signed by both parties: City and GATRRS Associate. It is acknowledged by GATRRS Associate that no officer, agency, employee or representative of the GATRRS Associate has any authority to change the provisions of this Agreement unless expressly granted that authority by the St. Edwards University Board of Trustees.

- 15.2 Amendment of Attachment A. City may amend the rates stated in Attachment A by sending a notice of rate change in compliance with 16.01 to GATRRS Associate at least sixty (60) days before the beginning of the next City Fiscal Year. If GATRRS Associate does not send a notice in compliance with 16.01 stating that the change is unacceptable before its effective date, GATRRS Associate shall accept the rates stated in the notice of rate change and shall pay those rates for the next City Fiscal Year. If GATRRS Associate sends a notice that the change is unacceptable, GATRRS Associate shall not use its Subscriber Equipment on the Greater Austin-Travis County Regional Radio System after the beginning of the next City Fiscal Year unless City and GATRRS Associate have agreed in writing to the rates applicable to it for the next City Fiscal Year. City may amend the number of units stated in Attachment A if GATRRS Associate has requested a change in writing and that change is acceptable to City.
- 15.3 Amendment to Include Infrastructure Costs in Payments. The parties acknowledge that, at the beginning of this Agreement, they do not intend to include infrastructure costs in the costs payable by GATRRS Associate. If circumstances change and one or both parties consider it appropriate for GATRRS Associate to share in infrastructure costs, the parties shall amend this Agreement to reflect the changes in this Agreement necessary to accommodate this cost sharing.
- 15.4 GATRRS Associate Request. GATRRS Associate must submit all requests for changes to this Agreement to the City of Austin Chief Information Officer. The Chief Information Officer must present the GATRRS Associate's requests to the City Council for consideration.
- 15.5 City Request. City must submit all requests for changes to this Agreement to the TXDOT Executive Director. The Executive Director must present City's requests to the TXDOT Executive Board for consideration.

16.0 NOTICES

- 16.1 Method of Notice. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and must be given and is deemed to have been given immediately if delivered in person to the address set forth in 16.2 or 16.3 for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified in 16.2 or 16.3.
- 16.2 Address of City. The address of City for all purposes under this contract must be:

Stephen Elkins, Chief Information Officer
(or successor)
Communications and Technology Management
1124 S. I.H. 35, Suite 300

Austin, Texas 78704
Phone: (512) 974-1656
Facsimile: (512) 974-2091

With copies to (registered or certified mail is not required):

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

- 16.3 Address of GATRRS Associate. The address of the GATRRS Associate for all purposes under this Agreement and for all notices hereunder must be:

Texas Department of Transportation
Attn: Austin District
District Engineer
PO Drawer 15426
Austin, TX 78761

- 16.4 Change of Address. Each party may change the address for notice to it by giving notice of the change in accordance with the provisions of 16.1.

17.0 INTERPRETATION OF CONTRACT

- 17.1 Third Party Rights Not Created. This Agreement is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and neither City nor GATRRS Associate is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.
- 17.2 Law. This Agreement is governed by the laws of Texas and is performable in City of Austin, Texas.
- 17.3 Severability. If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of the Agreement must be construed as if that portion were not included in the Agreement and the remainder must remain valid and binding.
- 17.4 Computation of Time. When any period of time is stated in this Agreement, the time must be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that City

has declared a holiday for its employees, these days must be omitted from the computation.

17.5 Number and Gender. Words of any gender in this Agreement must be construed to include any other gender and words in either number must be construed to include the other unless the context in the Agreement clearly requires otherwise.

17.6 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

18.0 LEGAL AUTHORITY

18.1 GATRRS Associate Signors. The person or persons signing this Agreement on behalf of GATRRS Associate, or representing themselves as signing this Agreement on behalf of GATRRS Associate, do hereby warrant and guarantee that he, she or they have been duly authorized by GATRRS Associate to sign this Agreement on behalf of GATRRS Associate and to bind GATRRS Associate validly and legally to all terms, performances, and provisions in this Agreement.

18.2 City Signors. The person or persons signing this Agreement on behalf of City, or representing themselves as signing this Agreement on behalf of City, do hereby warrant and guarantee that he, she or they have been duly authorized by City to sign this Agreement on behalf of City and to bind City validly and legally to all terms, performances, and provisions in this Agreement.

19.0 DUPLICATE ORIGINALS.

This document is executed in duplicate originals.

CITY OF AUSTIN

By: _____
Marc Ott
City Manager

Date: _____

TXDOT

By: _____
Greg A. Malatek
Austin District Engineer

Date: _____

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18.2 City Signors. The person or persons signing this Agreement on behalf of City, or representing themselves as signing this Agreement on behalf of City, do hereby warrant and guarantee that he, she or they have been duly authorized by City to sign this Agreement on behalf of City and to bind City validly and legally to all terms, performances, and provisions in this Agreement.

19.0 DUPLICATE ORIGINALS.

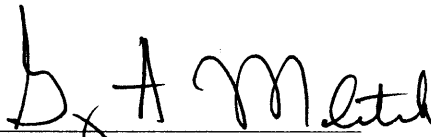
This document is executed in duplicate originals.

CITY OF AUSTIN

By: _____
Marc Ott
City Manager

Date: _____

TXDOT

By: 
Greg A. Malatek
Austin District Engineer

Date: 5/14/15

APPROVED AS TO FORM:

Attorney for
City of Austin

**GATRRS Associate
(TXDOT)
Interlocal Cooperation Agreement**

Attachment A – Equipment and Rate Schedule

The Subscriber Equipment authorized under this Agreement includes the following:

Motorola XTL-1500 Mobile Radios	Qty.	25
Motorola XTS-2500 Portable Radios	Qty.	300
Motorola APX-1000 Portable Radios	Qty.	25
Motorola APX-7000 Portable Radios	Qty.	50
Motorola APX-4500 Mobile Radios	Qty.	50
Motorola APX-7500 Mobile Radios	Qty.	100
Total Radios:	Qty.	550

The per unit per month rate for each type of fee and each type of Subscriber Equipment is as follows:

<u>Cost Category</u>	<u>Equipment Type</u>	<u>Number of Units</u>	<u>Monthly Cost</u>	<u>Total Monthly Cost</u>
GATRRS System Operations & Maintenance	Portable Radios	375	\$27.77	\$10,413.75
Support Costs	Mobile Radios	175	\$27.77	\$4,859.75
Total Monthly Costs:				\$15,273.50

Attachment B
City of Austin Wireless Communication Services Division
Rate of Pay

Fiscal Year 2015-2016
(October 1, 2015, through September 30, 2016)

Labor

1. \$70.25 per hour for work performed during Regular Business Hours.
2. \$105.37 per hour for work performed outside Regular Business Hours when customer requests work to be performed during these hours.
3. A per-visit response vehicle fee to customer's stationary wireless equipment sites of \$35.12. This includes only the cost to send a service van and equipment to the customer's service call location, and does not include the cost of labor. Labor will be billed at standard hourly labor rates to cover the travel time of technicians "to" and "from" the customer's service call location.

Parts

4. Parts and supplies used in the performance of maintenance or repair services billed at the City's documented vendor's invoiced cost to City, plus 15%.