

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY OF AUSTIN AND WILLIAMSON COUNTY, TEXAS,
FOR INSTALLATION, PROGRAMMING, REPAIR, AND MAINTENANCE
OF EMERGENCY COMMUNICATIONS SYSTEMS AND EQUIPMENT**

RECITAL

This installation, programming, repair, and maintenance agreement (“Agreement”) is an interlocal cooperation agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party represents and warrants that, in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. Each party represents and warrants that the compensation to be made to the performing party contemplated in this Agreement are in amounts that fairly compensate the performing party for the services or functions described herein, and are made from current revenues available to the paying party.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Austin** (hereinafter “City”), acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter “County”), a political subdivision of the State of Texas, also acting herein by and through its governing body. Recognizing (i) the importance of the City’s and the County’s (hereinafter also referred to collectively as “Parties”) participation in the Greater Austin-Travis County Regional Radio System (hereinafter “GATRRS”), which provides voice radio communications for public safety agencies in the ten-county region that composes the Capital Area Council of Governments and Capital Area Emergency Communications District, (ii) the City’s role as GATRRS Program Manager, and (iii) the public purpose of promoting and ensuring public safety through consistent maintenance and repair of GATRRS agency equipment and systems, the Parties hereby enter into this Agreement as follows:

1. Term

The initial term is from the date of execution of the Agreement to September 30, 2016. Following the initial term, the Agreement shall automatically renew each October 1st unless terminated pursuant to the terms of this Agreement. It is the intent and understanding of the Parties that the obligations of each party under this Agreement shall remain effective only so long as and provided that each party has fully appropriated funds for performing such obligations for the party’s current fiscal year. If, for any fiscal year, funds are not appropriated for a party’s performance of its obligations under this Agreement, this Agreement shall become void and the party shall promptly give notice to the other party of the non-appropriation of funds.

2. Services

- 2.1. City shall install, program or assist in the programming of, repair, and maintain the following equipment at County's request and as City resources allow: Radio base stations, repeaters, combiners, multi-couplers, antenna systems, and related equipment; radio dispatch consoles, console network equipment, and related peripherals; voice loggers and logging systems and related equipment; mobile, portable, and fixed two-way radios and related equipment and accessories; sirens, light bars, in-car video systems, mobile data computers, pagers, and any other similar or related equipment; and any related emergency communications systems or equipment.
- 2.2. City shall provide maintenance services for the equipment at the City Wireless Communication Services Division radio repair facility (or facilities), and on-site at Williamson County as needed and as City resources allow. Service shall include regular inspection of equipment and any maintenance or repair necessary to maintain it in good working order. Upon request, City shall also install and remove equipment from County vehicles.
- 2.3. It is understood and agreed that City and County shall not in any sense be considered a partner or joint venturer with each other, nor shall either party hold itself out as an agent or official representative of the other unless expressly authorized to do so by a majority of the applicable City or County governing body.

3. Rates, Billing, & Payments

- 3.1. Rates for service and parts are shown in Exhibit A, "Rate Schedule." City may change Exhibit A without further review or authorization by the Austin City Council. City shall provide County written notice of any change to Exhibit A at least sixty (60) days prior to the date of that change taking effect.
- 3.2. Billing will be from the 21st of the month through the 20th of the following month.
- 3.3. Payment for any invoice is due within thirty (30) days of receipt by County. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum

of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

- 3.4. The payment remittance address is:

City of Austin - CTM
ATTN: Accounts Receivable
1124 South IH-35, Suite 300
Austin, TX 78704

4. Termination

- 4.1. Either party may terminate this Agreement in whole or in part if the other party fails to comply with any term or condition of the Agreement, including the inability of City to conform to changes required by federal, state, or local laws or regulations. The terminating party shall notify the other party of the decision to terminate this Agreement at least sixty (60) days before the effective date of termination and, in the case of a partial termination, the portion of the Agreement to be terminated. The other party may avoid termination by correcting the reasons for termination prior to the effective date of termination stated in the notice to the satisfaction of the terminating party.
- 4.2. In the event City notifies County of a change to Exhibit A that is not acceptable to County, County shall notify City and provide at least sixty (60) days notice of the effective date of termination.
- 4.3. This Agreement may be terminated prior to its expiration for any reason by either Party upon sixty (60) days written notice to the other Party.
- 4.4. If either party terminates this Agreement, City has the right to receive payment for all parts, labor, or additional services provided before the effective date of termination.
- 4.5. Without waiving any legal rights, Parties agree to voluntary mediation of any disputes prior to any litigation. Venue of this agreement shall be in either Travis or Williamson County, and the laws of the State of Texas shall govern all terms and conditions.

5. Notices

- 5.1. Any notices to be given under this Agreement shall be considered delivered (i) upon personal service upon the person designated in this Agreement for such notice; (ii) within three (3) days of deposit if mailed by first-class United

States mail, postage prepaid, registered or certified, and addressed to the person designated for receipt of notice; or (iii) one business day after being sent for overnight delivery by a reputable commercial courier having the ability to track shipping and delivery of the notices. In cases where there is an emergency or other need for immediate notice to be given, written notice may be faxed to the person designated for service, provided a written copy of such notice is also delivered promptly to such designated person by one of the three means identified above. The Parties designate the following persons for receipt of notice:

If to Williamson County:

Name: Catherine Roberts (or successor)
Title: RCS Wireless Communications Manager
Address: Williamson County
508 Holly Street
Georgetown, TX 78626
Phone: (512) 946-3575
Email: CARoberts@wilco.org

If to City of Austin:

Name: Chuck Brotherton (or successor)
Title: Wireless Communication Services Manager
Address: City of Austin Wireless Communication Services Division
1006 Smith Road
Austin, TX 78721
Phone: (512) 927-3209
Email: Charles.Brotherton@austintexas.gov

- 5.2. The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

6. Miscellaneous

- 6.1. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.
- 6.2. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.

- 6.3. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 6.4. The Parties mutually agree to act in good faith in the performance of this agreement.

This agreement may not be assigned.

AGREED AND APPROVED:

WILLIAMSON COUNTY

By: _____
Dan A. Gattis
County Judge

Date: _____

CITY OF AUSTIN

By: _____
Stephen Elkins
Chief Information Officer

Date: _____

EXHIBIT A
RATE SCHEDULE
CITY OF AUSTIN FISCAL YEAR 2016 (Oct 1-Sept 30)

Labor

1. \$70.25 per hour for work performed during Regular Business Hours (Monday-Friday, 7:30 a.m. to 4:30 p.m.)
2. \$105.38 per hour for work performed outside Regular Business Hours, including weekends and holidays, when County requests work to be performed during these hours.
3. A per-visit response vehicle fee to County's stationary wireless equipment sites of \$70.25. This includes only the cost to send a service van and equipment to the County's service call location and does not include the cost of labor. Labor will be billed at standard hourly labor rates including the travel time of technicians "to" and "from" the County's service call location.

Parts

1. Parts and supplies used in the performance of maintenance or repair services at the documented vendor's invoiced cost to City plus 15% to cover overhead costs for the City.