Amendment Number Fourteen to the Memorandum of Understanding Relating to Security Services Contract No. NI100000001 for the Combined Transportation, Emergency & Communications Center

This Amendment Number Fourteen to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center (the "CTECC Security MOU") is made and entered into by the following Parties: the City of Austin (the "City") and Travis County, Texas (the "County"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the Parties and their fellow Coalition Members operate and maintain a Combined Transportation, Emergency & Communications Center ("CTECC") and annually budget for such; and,

WHEREAS, City, acting as the managing CTECC partner and on behalf of fellow Coalition Members, has entered into an Interlocal cooperative agreement (this "MOU") with County, via the Travis County Sheriff's Office ("TCSO"), to provide certain services for securing and protecting CTECC personnel, the Facility, the Site, and the Supported Systems (CTECC Security MOU); and,

WHEREAS, the fifth extension option term of the CTECC Security MOU will expire on September 30, 2016. The new term will begin on October 1, 2016 for 12 months; and,

WHEREAS, there is one twelve-month option remaining; and,

WHEREAS, both Parties are satisfied with each other's performance and desire the continuation of CTECC security services being provided by TCSO.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this amendment and other good and valuable consideration, the Parties agree to amend the CTECC Security MOU as follows:

1.0 The amount for security services in FY2017 shall not exceed \$1,409,224.00.

2.0 The effective date of this Amendment Number Fourteen is October 1, 2016.

Except as otherwise amended herein, all other terms and conditions of the CTECC Security MOU remain the same.

By the signatures affixed below, this amendment is hereby incorporated into and made a part of the CTECC Security MOU.

EXECUTED as of the latest date set forth below:

City of Austin City Manager

Printed Name: Marc Ott, City Manager Signature: Date:

Travis County, Texas Travis County Judge

| Printed Name: Sarah Eckhardt, County Judge | | | | | |
|--|--------------|--|--|--|--|
| Signature: | | | | | |
| Date: | AUG 1 6 2016 | | | | |

| Travis County, Texas |
|---|
| Travis County Sheriff |
| |
| Printed Name: Grog Hamilton, Sheriff (or successor) |
| Signature: |
| On la lu |
| Date: 0/3//4 |

Amendment Number Ten to the Memorandum of Understanding Relating to Security Services Contract No. NI10000001 for the Combined Transportation, Emergency & Communications Center

This Amendment Number Ten to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center (the "CTECC Security MOU") is made and entered into by the following Parties: the City of Austin (the "City") and Travis County, Texas (the "County"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the Parties and their fellow Coalition Members operate and maintain a Combined Transportation, Emergency & Communications Center ("CTECC") and annually budget for such; and,

WHEREAS, City, acting as the managing CTECC partner and on behalf of fellow Coalition Members, has entered into an Interlocal cooperative agreement (this "MOU") with County, via the Travis County Sheriff's Office ("TCSO"), to provide certain services for securing and protecting CTECC personnel, the Facility, the Site, and the Supported Systems; and,

WHEREAS, the current term of the CTECC Security MOU will expire on September 30, 2012. The new term will begin on October 1, 2012 for 12 months. There are three remaining options.

WHEREAS, both Parties are satisfied with each other's performance and desire the continuation of CTECC security services being provided by TCSO and therefore must amend the CTECC Security Services Scope of Work ("SOW") to reflect the SOW for the new fiscal year; and,

NOW, THEREFORE, in consideration of the mutual covenants set forth in this amendment and other good and valuable consideration, the Parties agree to amend the CTECC Security MOU as follows:

- 1.0 In order to reflect the SOW for the new fiscal year, Attachment I, CTECC Security Services Scope of Work for FY 2012, is deleted and replaced with Attachment I, CTECC Security Services Scope of Work for FY 2013.
- 2.0 The amount for security services in FY2013 shall not exceed \$1,019,236.
- 3.0 The effective date of this Amendment Number Ten is October 1, 2012.

EXECUTED as of the latest date set forth below:

City of Austip-By: Marc Ott City Manager 13 З Date:

Travis County, Texas

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Broco By:

Samuel T. Biscoe Travis County Judge

| Date: | 12.11.12 |
|-------|-----------------------|
| | / |
| | AND // A |
| | K-// A- |
| By: | / North |
| , | Greg Hamilton |
| | Travis County Sheriff |
| Date: | 11/30/12 |
| | |

Attachment I, CTECC Security Services Scope of Work for FY 2013

Security Services and Scope of Work for the Combined Transportation, Emergency & Communications Center (CTECC)

FY2013

Travis County Sheriff's Office (TCSO) will continue to provide security services for CTECC as per this Security Services and Scope of Work that includes, but is not necessarily limited to, the following:

Ongoing training of TCSO Officers in the operation of the automated Security Management System, including key-card programming, video and still photo capture, and system use and monitoring;

Staff CTECC badging workstation, as needed, with Officers trained in its use;

Ongoing training of TCSO Officers in CTECC Standard Operating Procedures and Protocols;

Provide monthly reports to the CTECC General Manager that detail security activities and any issues, including facility operations;

Inform and work with the CTECC General Manager concerning any security or facility problem that may arise or potentially arise;

Ensure around-the-clock security coverage by providing at least two TCSO Officers on site twenty-four hours a day, seven days a week.

The CTECC Operations & Maintenance budget for security during this annual period

is in the following amount:

.

-(5675) Security Services by TCSO LE

Not to Exceed \$1,019,236.

* All reimbursable material requests need to be submitted to the CTECC General Manager for approval prior to purchase. After obtaining written GM approval, TCSO may proceed with purchasing and paying for approved materials. City will then reimburse County after receipt of invoice and notice of County payment to vendor.

Amendment Number Nine to the Memorandum of Understanding Relating to Security Services Contract No. N1100000001 for the Combined Transportation, Emergency & Communications Center

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This Amendment Number Nine to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center (the "CTECC Security MOU") is made and entered into by the following Parties: the City of Austin (the "City") and Travis County. Texas (the "County"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the Parties and their fellow Coalition Members operate and maintain a Combined Transportation, Emergency & Communications Center ("CTECC") and annually budget for such; and,

WHEREAS, City, acting as the managing CTECC partner and on behalf of fellow Coalition Members, has entered into an Interlocal cooperative agreement (this "MOU") with County, via the Travis County Sheriff's Office ("TCSO"), to provide certain services for securing and protecting CTECC personnel, the Facility, the Site, and the Supported Systems; and,

WHEREAS, the current term of the CTECC Security MOU will expire on September 30, 2011. The new term will begin on October 1, 2011 for 12 months. There are three remaining options.

WHEREAS, both Parties are satisfied with each other's performance and desire the continuation of CTECC security services being provided by TCSO and therefore must amend the CTECC Security Services Scope of Work ("SOW") to reflect the SOW for the new fiscal year; and,

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the Parties agree to amend the CTECC Security MOU as follows:

- 1.0 In order to reflect the SOW for the new fiscal year, Attachment I, CTECC Security Services Scope of Work for FY 2011, is to be amended and replaced with Attachment I, CTECC Security Services Scope of Work for FY 2012.
- 2.0 The effective date of this Amendment Number Nine is October 1, 2011.

EXECUTED as of the latest date set forth below:

City of Austin (long By: Marc Ott City Manager ð J 12 Date:

Travis County, Texas

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T. Busice eP By: 0

Samuel T. Biscoe Travis County Judge

| Date: | 1-10-12 |
|-------|--|
| | |
| | AND I AT |
| By: | / Amlh |
| / | Greg Hamilton Travis County Sheriff |
| Date: | 12/19/11 |

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Security Services and Scope of Work for the Combined Transportation, Emergency & Communications Center (CTECC)

FY 2012

TCSO will continue to provide security services for CTECC as per this SOW that includes, but is not necessarily limited to, the following:

- Ongoing training of TCSO Officers in the operation of the automated Security Management System, including key-card programming, video and still photo capture, and system use and monitoring;
- Staff CTECC badging workstation, as needed, with Officers trained in its use;
- Ongoing training of TCSO Officers in CTECC Standard Operating Procedures and Protocols;
- Provide monthly reports to the CTECC General Manager that detail security activities and any issues, including facility operations;
- Inform and work with the CTECC General Manager concerning any security or facility problem that may arise or potentially arise;
- Ensure around-the-clock security coverage by providing at least two TCSO Officers on site twenty-four hours a day, seven days a week.

The CTECC O&M budget for security during this annual period amounts as follows:

- (5675) Security Services by TCSO LE Not to Exceed \$970,701.00

* All reimbursable material requests need to be submitted to the CTECC General Manager for approval prior to purchase. After obtaining written GM approval, TCSO may proceed with purchasing and paying for approved materials. City will then reimburse County after receipt of invoice and notice of County payment to vendor.

Amendment Number Eight to the Memorandum of Understanding Relating to Security Services Contract No. NI1000000001 for the Combined Transportation, Emergency & Communications Center

This Amendment Number Eight to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center (the "CTECC Security MOU") is made and entered into by the following Parties: the City of Austin (the "City") and Travis County, Texas (the "County"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the Parties and their fellow Coalition Members operate and maintain a Combined Transportation, Emergency & Communications Center ("CTECC") and annually budget for such; and,

WHEREAS, City, acting as the managing CTECC partner and on behalf of fellow Coalition Members, has entered into an Interlocal cooperative agreement (this "MOU") with County, via the Travis County Sheriff's Office ("TCSO"), to provide certain services for securing and protecting CTECC personnel, the Facility, the Site, and the Supported Systems; and,

WHEREAS, the current term of the CTECC Security MOU will expire on September 30, 2010. The new term will begin on October 1, 2010 for 12 months. This amendment will add four 12month extension options in amounts not to exceed \$970,701 for the first extension option, \$1,019,236 for the second extension option, \$1,070,198 for the third extension option, \$1,123,707, for the fourth extension option, and

WHEREAS, both Parties are satisfied with each other's performance and desire the continuation of CTECC security services being provided by TCSO and therefore must amend the CTECC Security Services Scope of Work ("SOW") to reflect the SOW for the new fiscal year; and,

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the Parties agree to amend the CTECC Security MOU as follows:

- 1.0 In order to reflect the SOW for the new fiscal year, Attachment I, CTECC Security Services Scope of Work for FY 2010, is to be amended and replaced with Attachment I, CTECC Security Services Scope of Work for FY 2011.
- 2.0 The effective date of this Amendment Number Eight is October 1, 2010.

EXECUTED as of the latest date set forth below:

City of Austin

By:

Marc Ott City Manager

Date:

Travis County, Texas

By:

Bescal 00 7. 7 m

Samuel T. Biscoe Travis County Judge $8 \cdot 24 - 10$

Date:

Greg Hamilton Travis County Sheriff

Date:

By:

EXECUTED as of the latest date set forth below:

City of Austin By: Marc Ott City Manager

Date: 10-21-2010

Travis County, Texas

By:

Samuel T. Biscoe Travis County Judge

Date:

AND

By:

Greg Hamilton Travis County Sheriff

Date:

CTECC Security Services Scope of Work for FY 2011

TCSO will continue to provide security services for CTECC as per this SOW that includes, but is not necessarily limited to, the following:

- Ongoing training of TCSO Officers in the operation of the automated Security Management System, including key-card programming, video and still photo capture, and system use and monitoring;
- Staff CTECC badging workstation, as needed, with Officers trained in its use;
- Ongoing training of TCSO Officers in CTECC Standard Operating Procedures and Protocols;
- Provide monthly reports to the CTECC General Manager that detail security activities and any issues, including facility operations;
- Inform and work with the CTECC General Manager concerning any security or facility
 problem that may arise or potentially arise;
- Ensure around-the-clock security coverage by providing at least two TCSO Officers on site twenty-four hours a day, seven days a week.

The CTECC O&M budget for security during this annual period amounts as follows:

(5675) Security Services by TCSO LE

Not to Exceed \$924,476.85

* All reimbursable material requests need to be submitted to the CTECC General Manager for approval prior to purchase. After obtaining written GM approval, TCSO may proceed with purchasing and paying for approved materials. City will then reimburse County after receipt of invoice and notice of County payment to vendor.

| Contract Summary | | |
|----------------------------------|--|--------------|
| Contract History | Description | Amount |
| Original Contract | Security services, Fiscal Year 2003 | \$238,000 |
| Amendment No. 1 | Security services, Fiscal Year 2004 | \$450,000 |
| Amendment No.2 | Security services, Fiscal Year 2005 | \$650,000 |
| Amendment No. 3 | Security services, Fiscal Year 2006 | \$708,748 |
| Amendment No. 4 | Security services, Fiscal Year 2007 | \$800,000 |
| Amendment No. 5 | Security services, Fiscal Year 2008 | \$800,000 |
| Amendment No. 6 | Security services, Fiscal Year 2009 | \$868,570 |
| Amendment No. 7 | Security services, Fiscal Year 2010 | \$880,000 |
| Proposed Amendment No. 8 | Security services, Fiscal Year 2011 and add four 12-month extension options | \$5,108,319 |
| Total Revised Contract Amount | | \$10,503,637 |

NOTE: Of the total contract amount of \$10,503,637, the City's share is \$2,625,910.

Amendment Number Seven to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center

This Amendment Number Seven to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center (the "CTECC Security MOU") is made and entered into by the following Parties: the City of Austin (the "City") and Travis County, Texas (the "County"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHERFAS, the Parties and their feilow Coalition Members operate and maintain a Combined Transportation, Emergency & Communications Center ("CTECC") and annually budget for such, and,

WHEREAS, City, acting as the managing CTECC partner and on behalf of fellow Coalition Members, has entered into an interlocal cooperative agreement (this "MOU") with County, via the Travis County Sheriff's Office ("TCSO"), to provide certain services for securing and protecting CTECC personnel, the Facility, the Site, and the Supported Systems; and,

WHEREAS, the current term of the CTECC Security MOU will expire on September 30, 2009, and will renew for another annual period on October 1, 2009, unless sooner terminated in accordance with the established terms and conditions; and,

WHEREAS, both Parties are satisfied with each other's performance and desire the continuation of CTECC security services being provided by TCSO and therefore must amend the CTECC Security Services Scope of Work ("SOW") to reflect the SOW for the new fiscal year; and,

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the Parties agree to amend the CTECC Security MOU as follows:

- 1.0 In-order to reflect the SOW for the new fiscal year, Attachment I, CTECC Se urity services Scope of Work for FY 2009, is to be amended and replaced with Attachment I, CTECC Security Services Scope of Work for FY 2010.
- 2.0 Amendment Number was changed from Six to Seven to reflect the missing Amendment from Fiscal Year 08.
- 3.0 Except for the changes made by this Amendment Number Seven, the Parties hereby ratify all of the terms and conditions of the MOU.
- 4.0 The effective date of this Amendment Number Seven is October 1, 2009.

EXECUTED as of the latest date set forth below.

City of Austin

By:

BRE

9-29-2009

CFO Chief Financial Officer

Date:

Travis County, Texas

wel T. Biocoe By:

Samuel T. Biscoe Travis County Judge

10-13.09

Date:

By:

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GreyHamilton Travis County Sheriff 09

Date:

CTECC Security Services Scope of Work for FY 2010

TCSO will continue to provide security services for CTECC as per this SOW that includes, but is not necessarily limited to, the following:

- Ongoing training of TCSO Officers in the operation of the automated Security Management System, including key-card programming, video and still photo capture, and system use and monitoring;
- Ongoing training of TCSO Officers in monitoring and use of the automated Facility Management System;
- Staff CTECC badging workstation, as needed, with Officers trained in its use;
- Ongoing training of TCSO Officers in CTECC Standard Operating Procedures and Protocols;
- Provide monthly reports to the CTECC General Manager that detail security activities and any issues, including facility operations;
- Inform and work with the CTECC General Manager concerning any security or facility problem that may arise or potentially arise;
- Ensure around-the-clock security coverage by providing at least two TCSO Officers on site from 0700 hours to 1900 hours, each Monday through Friday and during any activation of the Emergency Operations Center or CTECC special event. Provide at least one TCSO Officer on site from 1900 hours to 0700 hours, each Monday through Thursday. Likewise, provide at least one TCSO Officer on site for weekend coverage, which includes each Friday night beyond 1900 hours and goes through Monday morning until 0700 hours.

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The CTECC O&M budget for security during this annual period amounts as follows:

- (5675) Security Services by TCSO LE Not to Exceed \$880,000.00

* All reimbursable material requests need to be submitted to the CTECC General Manager for approval prior to purchase. After obtaining written GM approval, TCSO may proceed with purchasing and paying for approved materials. City will then reimburse County after receipt of invoice and notice of County payment to vendor.

| Fiscal Year | Contract | Modification # | Not to Exceed | | CTECC Par | tner Shares | |
|-------------|----------|-------------------------------|---------------|-----------------|-----------------|-----------------|-----------------|
| riscal teal | Year | Woullcation # | Annual Amount | City of Austin | Travis Cty | TXDOT | Capital Metro |
| FY03 | 1 | | 238,000.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.00 |
| FY04 | 2 | 1 | 450,000.00 | 112,500.00 | 112,500.00 | 112,500.00 | 112,500.00 |
| FY05 | 3 | 2 | 650,000.00 | 162,500.00 | 162,500.00 | 162,500.00 | 162,500.00 |
| FY06 | 4 | 3 | 708,748.00 | 177,187.00 | 177,187.00 | 177,187.00 | 177,187.00 |
| FY07 | 5 | 4 | 800,000.00 | 200,000.00 | 200,000.00 | 200,000.00 | 200,000.00 |
| FY08 | 6 | 5 No amendment executed | 800,000.00 | 200,000.00 | 200,000.00 | 200,000.00 | 200,000.00 |
| FY09 | 7 | 6 | 868,570.00 | 217,142.50 | 217,142.50 | 217,142.50 | 217,142.50 |
| FY10 draft | 8 | 7 | 880,000.00 | 220,000.00 | 220,000.00 | 220,000.00 | 220,000.00 |
| 1.0 | | TOTALS | 5,395,318.00 | \$ 1,348,829.50 | \$ 1,348,829.50 | \$ 1,348,829.50 | \$ 1,348,829.50 |

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Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center

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This Memorandum of Understanding (this "Agreement") is between the City of Austin (the "City") and Travis County (the "County"), collectively called the "Parties," with individual Parties sometimes referred to as a "Party", to provide certain security and loss prevention services in connection with the operation and maintenance of a cooperative, regional Combined Transportation, Emergency & Communications Center, in the Austin/Travis County area.

WHEREAS, the Parties, in concurrence with the Texas Department of Transportation and the Capital Metropolitan Transit Authority (the other charter coalition members, who together with both Parties are called the "Coalition Members"), have determined that a unified regional emergency communication and transportation management system in the Austin/Travis County area will improve the ability of public safety and public service agencies to cooperate and communicate with each other, and will allow direct access to and exchange of information, thereby promoting the public health, safety, and welfare; and

WHEREAS, the Parties, through an interlocal cooperative effort involving all four charter Coalition Members, have constructed a building and related site improvements ("Facility") at 5010 Old Manor Road in Austin, Texas (the "Site") to support and house a unified, regional emergency communication and transportation management system in the Austin/Travis County area ("Supported Systems"); and

WHEREAS, the City, acting as the lead Coalition Member and managing partner, is authorized by the Interlocal Agreement for Operations and Maintenance of the Facility and Supported Systems ("CEC Interlocal") to contract and incur costs and expenses on behalf of the Coalition Members in supplying goods and services to support the Facility and Supported Systems; and

WHEREAS, the Coalition Members, have budgeted for and desire to contractually secure and protect all personnel located at the Facility, the Facility, the Site, and Supported Systems; and

WHEREAS, the Coalition Members desire that County, through the Travis County Sheriff's Office ("TCSO"), provide such services for securing and protecting such personnel, the Facility, the Site, and the Supported Systems;

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

 The TCSO, in accordance with Attachment I, Security Costs and Scope of Work, collectively called the "SOW", shall provide certain necessary security and loss prevention services to the Coalition Members to protect personnel, the Facility, the Site, and Supported Systems. The FY03 funding for this activity is an amount not to exceed \$238,000. The SOW will be amended annually to reflect the SOW for the upcoming fiscal year. The SOW will be amended in the same manner that a budget is recommended for the Coalition under the CEC Interlocal.

2) The City, acting as the managing Coalition Member partner authorized to contract for services on behalf of Coalition Members, shall administer and manage physical security and loss prevention services for the Facility and Supported Systems in accordance with Attachment I, SOW.

3) TCSO shall provide monthly invoices to COA, who shall bill the Coalition Members in accordance with the CEC Interlocal, Section 8.E. Funding Transfers to COA. COA. will pay the invoice immediately upon receipt of funds from the Coalition Members.

Rotes Only Bat 4) The initial term of this Agreement shall commence when it has been executed by both Parties and shall continue through September 30, 2003, unless sooner terminated in accordance with the terms of this Agreement. Subject to continued funding, this Agreement will automatically renew each October 1 for succeeding periods of one-year. unless sooner terminated by either Party in accordance with the terms of this Agreement. for a one yr period -

5) Either Party, without cause, may terminate this Agreement with six (6) months written notification to the other Party.

6) This Agreement is authorized by and will be administered according to the provisions of Texas Government Code, Chapter 791, Interlocal Cooperation Act. Accordingly, requests under this Agreement will be made with current revenues available to the funding parties.

7) Furthermore, this Agreement will be governed and administered according to the provisions of the CEC Interlocal.

8) Notice: Any notice to either Party must be in writing and delivered personally or sent by certified US Mail, postage prepaid, addressed to such Party at the following address, and will be deemed received the day so delivered, or 3 days after being so deposited in US Mail:

> City: Peter Collins (or successor in office or designee) Director, CTM P.O. Box 1088 Austin, TX 78767-1088 (512) 974-2144 County: Terry Pickering (or successor in office or designee) Major, Law Enforcement, Travis County Sheriff's Office P.O. Box 1748

2

Austin, TX 78767 (512) 854-9759

EXECUTED as of the latest date set forth below.

CITY OF AUSTIN By: Peter Collins, Director Communications and Technology Management Office

Date: 02 20 03

-

TRAVIS COUNTY, TEXAS

By: Samuel T. Biscoe, Travis County Judge

2.26.03 Date:

By: Margo A. Frasier, Travis County Sheriff 02 Date:

Security Services and Scope of Work for the Combined Transportation, Emergency & Communications Center (CTECC)

FY2003

For an amount not to exceed \$238,000 in FY03 Travis County Sheriff's Office will provide security for the CTECC. Security scope of work for FY03 will include, but not be limited to:

-Training of TCSO Officers in the operations of the automated Security Management System, including key card programming and management;

-Training of TCSO Officers in the monitoring of the automated Facility Management System,

-Training of TCSO Officers in CTECC Standard Operating Procedures and Protocols,

-Provide monthly reports to CTECC General Manager detailing security activities and any issues, including facility operations,

-Inform and work with the General Manager concerning any security and/or facility problems that may arise,

-Provide one (1) TCSO Officer on site from 6pm to 6am daily, Monday though Sunday and additionally 6am to 6pm on Saturday and Sunday (24 hour weekend and holiday coverage); and

-TCSO Staff available February 1, 2003 for training and orientation with inbuilding security beginning no later than mid-February of 2003.

Approved Budget amount (refer to Exhibit A, Implementation Budget Pro Forma, Interlocal Agreement for Operations and Maintenance of the Combined Emergency Communications Facility and Supported Systems) of \$238,000 breaks down as follows:

| Four (4) Sr. Deputies | \$165,552 |
|-------------------------|-----------|
| Projected Overtime | \$5,000 |
| Uniforms and Equipment* | \$65,448 |
| Training | \$2,000 |

*Detailed costs and specified equipment needs to be submitted for CTECC approval prior to purchase.

EXHIBIT "A"

1. The cost of providing full-time deputies is \$5,939.42 per month, per deputy, calculated on the basis of the following annual costs totaling \$71,273.00 per deputy, effective as of the date of this Agreement:

A. Salary - \$57,090 for a five-year deputy, including a base salary of \$44,953.00 and a benefit package of \$12,137.00 (27%).

B. Indirect Personnel Costs - \$1483.00, based on 3.5% of base salary, includes administrative costs of payroll, personnel, fiscal, training and computer support.

C. Supplies: \$200.00, including cost of uniforms, weapons and office supplies.

D. Vehicles: \$10,000.00, including purchase price of vehicle and associated equipment annualized over three years.

E. Vehicle Maintenance: \$2,500.00, including fuel, lubricants, and routine maintenance.

II. The relief factor of 356 hours per year for a five-year deputy is calculated on the basis of the following annual hourly allowances:

- A. 108 hours of vacation leave;
- B. 96 hours of sick leave;
- C. 88 hours of holiday leave;
- D. 24 hours of personal holiday leave; and
- E. 40 hours of law enforcement in-service training.

III. Overtime, if incurred, shall be paid at the actual overtime rate for the deputy assigned as calculated using the standard TCSO 28-day pay cycle.

Line =: 60757 # 181.848

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Exhibit A Implementation Budget Pro Forme

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| oda | Description | Costs | Assignment | Narrative/Justification | WALouss %? | 63.11% | -14.06% | 21.33% | 5054 | Terms | Allocation Metho |
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| 1111 | Rental - Cony Machines | | | 2 popiers | | \$1,500 | \$1,500 | \$1,500 | ei inn | 6 monilia | Share equally |
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Amendment Number One to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center

This Amendment Number One to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center (the "CTECC Security MOU") is made and entered into by the following Parties: the City of Austin (the "City") and Travis County, Texas (the "County"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the Parties and their fellow Coalition Members have constructed and implemented a Combined Transportation, Emergency & Communications Center ("CTECC") and have budgeted for its operation and maintenance; and,

WHEREAS, the City, acting as the managing CTECC partner and on behalf of fellow Coalition Members, has entered into an interlocal cooperative agreement (this "MOU") with County, via the Travis County Sheriff's Office ("TCSO"), in providing certain services for securing and protecting CTECC personnel, the Facility, the Site, and the Supported Systems; and,

WHEREAS, the initial term of the CTECC Security MOU will expire on September 30, 2003, and automatically renew for a second term on October 1, 2003, unless sooner terminated in accordance with the established terms and conditions; and,

WHEREAS, both Parties are satisfied with each other's performance and desire the continuation of CTECC security services being provided by TCSO and therefore must amend the Security Services Scope of Work ("SOW") to reflect the SOW for the upcoming fiscal year; and,

WHEREAS, a CTECC General Manager ("GM"), who is responsible for administering the CTECC Security MOU, will be appointed and in place before or during October, 2003; and,

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the Parties agree to amend the CTECC Security MOU as follows:

- 1.0 In order to reflect the SOW for the upcoming fiscal year, the initial Attachment I, Security Services and Scope of Work for FY 2003, is to be amended and replaced with Attachment I, CTECC Security Services Scope of Work for FY 2004.
- 2.0 Section 8, Notice, is to be amended by deleting and replacing the initial addressee for City with the following:

General Manager CTECC PO Box 1088 Austin, Texas 78767-1088 512/974-2144

- 3.0 Except for the changes made by this Amendment Number One, the Parties hereby ratify all of the terms and conditions of the CTECC Security MOU.
- 4.0 The effective date of Amendment Number One is October 1, 2003.

EXECUTED as of the latest date set forth below.

City of Austin 20 By:

Pete Collins, CTM Director

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Date:

Travis County, Texas

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of T. Bisioe By: am

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Samuel T. Biscoe Travis County Judge

Date:

9.30.03

AND By: For:

Margo L. Frasier Travis County Sheriff

Date:

9-16 03

CTECC Security Services Scope of Work for FY 2004

For an amount not to exceed \$450,000 in FY04, TCSO will provide security services for CTECC. The security SOW for FY04 will include, but not necessarily limited to, the following:

- Ongoing training of TCSO Officers in the operations of the automated Security Management System, including key-card programming as well as system use and monitoring;
- Ongoing training of TCSO Officers in monitoring and use of the automated Facility Management System;
- Ongoing training of TCSO Officers in CTECC Standard Operating Procedures and Protocols;
- Provide monthly reports to the CTECC General Manager that detail security activities and any issues, including facility operations;
- Inform and work with the CTECC General Manager concerning any security or facility
 problem that may arise or potentially arise;
- Provide at least one TCSO Officer on site from 6p.m. to 6a.m. daily and at least two TCSO Officers on site from 6a.m. to 6p.m. daily;

The FY04 CTECC security budget amount breaks down as follows:

| - | Personnel Costs (One Sergeant/Seven Deputies) | \$41 | 1,446 |
|---|---|------|--------|
| - | Overtime | \$ 1 | 6,297 |
| - | Uniforms | \$ 2 | 21,257 |
| • | Training | \$ | 500 |
| - | Equipment* | \$ | 500 |
| | | \$45 | 50,000 |

* All material requests need to be submitted to the CTECC General Manager for approval prior to purchase. After obtaining written GM approval, TCSO may proceed with purchasing and paying for approved materials. City will then reimburse County after receipt of invoice and notice of County payment to vendor.

Estimated Security Services and Scope of Work for the Combined Transportation, Emergency & Communications Center (CTECC)

FY2004

For an estimated amount not to exceed \$283,000 in FY04 Travis County Sheriff's Office will provide security for the CTECC. Security scope of work for FY04 will include:

-Ongoing training of TCSO Officers as needed, in the operations of the automated Security Management System, including key card programming and management;

-Ongoing training of TCSO Officers as needed, in the monitoring of the automated Facility Management System,

-Ongoing training of TCSO Officers as needed, in CTECC Standard Operating Procedures and Protocols,

-Provide monthly reports to CTECC General Manager detailing security activities and any issues, including facility operations,

-Inform and work with the General Manager concerning any security and/or facility problems that may arise,

-Provide one (1) TCSO Officer on site from 6pm to 6am daily, Monday though Sunday and 6am to 6pm on Saturday and Sunday; and two (2) TCSO Officers 6am to 6pm Monday though Friday, beginning October 1, 2003.

Estimated Budget amount (refer to Exhibit B, Implementation Budget Pro Forma, Interlocal Agreement for Operations and Maintenance of the Combined Emergency Communications Facility and Supported Systems) of \$283,000 breaks down as follows:

Seven (7) TCSO Sr. Deputies \$283,000

Estimated Budget amounts from Exhibit B will be reviewed first quarter of 2003, recommendation for amount to be included in parties budgets made by CTECC Operating and Governing Boards with budgeted amount dependent on all parties approving funding in their FY04 budget processes.

Amendment Number Two to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center

Fy2005

This Amendment Number Two to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center (the "CTECC Security-MOU")-is-made and entered-into-by-the following-Parties: the City-of-Austin-(the "City") and Travis County, Texas (the "County"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the Parties and their fellow Coalition Members operate and maintain a Combined Transportation, Emergency & Communications Center ("CTECC") and annually budget for such; and,

WHEREAS, the City, acting as the managing <u>CTECC</u> partner and on behalf of fellow Coalition Members, has entered into an interlocal cooperative agreement (the "MOU") with County, via the Travis County Sheriff's Office ("TCSO"), to provide certain services for securing and protecting CTECC personnel, the Facility, the Site, and the Supported Systems with these services and this MOU managed by the CTECC General Manager; and,

WHEREAS, the current term of the CTECC Security MOU will expire on September 30, 2004, and automatically renew for another annual period on October 1, 2004, unless sooner terminated in accordance with the established terms and conditions; and,

WHEREAS, both Parties are satisfied with each other's performance and desire the continuation of CTECC security services being provided by TCSO and therefore must amend the CTECC Security Services Scope of Work ("SOW") to reflect the SOW for the upcoming fiscal year; and,

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the Parties agree to amend the CTECC Security MOU as follows:

- 1.0 In order to reflect the SOW for the upcoming fiscal year, Attachment I, CTECC Security Services Scope of Work for FY 2004, is to be amended and replaced with Attachment I, CTECC Security Services Scope of Work for FY 2005.
- 2.0 Except for the changes made by this Amendment Number Two, the Parties hereby ratify all of the terms and conditions of the MOU.
- 3.0 The effective date of this Amendment Number Two is October 1, 2004.

EXECUTED as of the latest date set forth below.

City of Austin By:

Pete Collins CTM Director

Date:

Travis County, Texas

By:

Samuel T. Biscoe Travis County Judge

Date:

1-16.04

T. Biscie

AND By: arlo Margo I . Frasier Trakis County Sheriff 100 Date:

| FURGERADINU AUENT ADDE LUITLING | DATE PREPARED: |
|---|---|
| PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185 | November 9, 2004 |
| MODIFICATION NO .: | EXECUTED DATE OF ORIGINAL |
| | CONTRACT: |
| 2 | Fabrury 26, 2002 |
| | February 26, 2003 |
| L CURRENT CONTRACT TERM D | ATES: October 1, 2004 - September 30, 2005 |
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| pered contract is hereby modified as per the attached a | amendment titled: |
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CTECC Security Services Scope of Work for FY 2005

For an amount not to exceed \$650,000 in FY05, TCSO will provide security services for CTECC. The security SOW for FY05 will include, but not necessarily limited to, the following:

- Ongoing training of TCSO Officers in the operations of the automated Security Management System, including key-card programming as well as system use and monitoring;
- Ongoing training of TCSO Officers in monitoring and use of the automated Facility Management System;
- Ongoing training of TCSO Officers in CTECC Standard Operating Procedures and Protocols;
- Provide Badging Workstation including the availability to take pictures and print badges on site at CTECC;
- Provide monthly reports to the CTECC General Manager that detail security activities and any issues, including facility operations;
- Inform and work with the CTECC General Manager concerning any security or facility
 problem that may arise or potentially arise;
- Provide at least one TCSO Officer on site from 10p.m. to 6a.m. daily and at least two TCSO Officers on site from 6a.m. to 10p.m. daily;

The FY05 CTECC budget for security amounts as follows:

| ~ | Personnel Costs (One Sergeant, Eight Deputies) | \$600,000 |
|---|--|---------------|
| - | Overtime Pay | \$20,468 |
| - | Uniforms | \$500 |
| • | Training | \$21,257 |
| | Equipment and Supplies* | \$7,775 |
| | Not to Exce | sed \$650,000 |

* All material requests need to be submitted to the CTECC General Manager for approval prior to purchase. After obtaining written GM approval, TCSO may proceed with purchasing and paying for approved materials. City will then reimburse County after receipt of invoice and notice of Gounty-payment to vendor.

Amendment Number Three to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center

This Amendment Number Three to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center (the "CTECC Security MOU") is made and entered into by the following Parties: the City of Austin (the "City") and Travis County, Texas (the "County"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the Parties and their fellow Coalition Members operate and maintain a Combined Transportation, Emergency & Communications Center ("CTECC") and annually budget for such; and,

WHEREAS, the City, as the managing partner per the Interlocal Agreement for Operations & Maintenance of CTECC which provides for the CTECC General Manager to enter into agreements on behalf of fellow Coalition Members, has entered into an interlocal cooperative agreement (the "MOU") with County, via the Travis County Sheriff's Office ("TCSO"), to provide certain services for securing and protecting CTECC personnel, the Facility, the Site, and the Supported Systems; and,

WHEREAS, the current term of the CTECC Security MOU will expire on September 30, 2005, and automatically renew for another annual period on October 1, 2005, unless sooner terminated in accordance with the established terms and conditions; and,

WHEREAS, both Parties are satisfied with each other's performance and desire the continuation of CTECC security services being provided by TCSO and therefore must amend the CTECC Security Services Scope of Work ("SOW") to reflect the SOW for the upcoming fiscal year; and,

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the Parties agree to amend the CTECC Security MOU as follows:

- 1.0 In order to reflect the SOW for the upcoming fiscal year, Attachment I, CTECC Security Services Scope of Work for FY 2005, is to be amended and replaced with Attachment I, CTECC Security Services Scope of Work for FY 2006.
- 2.0 Except for the changes made by this Amendment Number Three, the Parties hereby ratify all of the terms and conditions of the MOU.
- 3.0 The effective date of this Amendment Number Three is October 1, 2005.

EXECUTED as of the latest date set forth below.

City of Austin By:

Peter Collins Chief Technology Officer City of Austin

Date:

Travis County, Texas

Jamuel T. Brocas By:

Samuel T. Biscoe Travis County Judge

11-15-05 Date:

AND

fort

Greg Hamilton Travis County Sheriff

05

Date:

By:

.

CTECC Security Services Scope of Work for FY 2006

For an amount not to exceed \$708,748 in FY06, TCSO will provide security services for CTECC. The security SOW for FY06 will include, but not necessarily limited to, the following:

- Ongoing training of TCSO Officers in the operations of the automated Security Management System, including key-card programming, video and still photo capture, as well as system use and monitoring;
- Staff CTECC Badging Workstation purchased by partners and train officers in its use;
- Ongoing training of TCSO Officers in monitoring and use of the automated Facility Management System;
- Ongoing training of TCSO Officers in CTECC Standard Operating Procedures and Protocols;
- Provide monthly reports to the CTECC General Manager that detail security activities and any issues, including facility operations;
- Inform and work with the CTECC General Manager on a daily bases concerning any security or facility problem that may arise or potentially arise;
- Provide at least two TCSO Officer on site at all times.

The FY06 CTECC budget for security amounts as follows:

| - | Equipment and Supplies* | \$0 |
|---|---|-----------|
| - | Training | \$0 |
| | Uniforms | \$0 |
| - | Overtime Pay | \$ 1,400 |
| | Personnel Costs (One Sergeant, Nine Deputies) | \$707,348 |

Not to Exceed \$708,748

* All material requests need to be submitted to the CTECC General Manager for approval prior to purchase. After obtaining written GM approval, TCSO may proceed with purchasing and paying for approved materials. City will then reimburse County after receipt of invoice and notice of County payment to vendor.

| | TRAVIS COUNTY PURCHASING OFFICE Cyd V. Grimes, C.P.M., Purchasing Agent | | |
|------------------------|---|-----------------------|---|
| | 314 W. 11th, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185 | | |
| Approved by: Walloruth | 1 april 10 | _ Cyd V Mine 10-18-05 | - |
| ` | 1 1 | Ŷ | |

Voting Session: Tuesday, October 25, 2005

REQUESTED ACTION: APPROVE MODIFICATION NO. 3 TO REVENUE CONTRACT 05R00047LC, CITY OF AUSTIN, FOR SECURITY SERVICES AT THE COMBINED TRANSPORTATION, EMERGENCY & COMMUNICATIONS CENTER ("CTECC"). (TCSO)

Points of Contact:

Purchasing: Lori Clyde, 854-4205

Department: TCSO, Greg Hamilton, Sheriff; Captain Richard Whitehead; Micheal Hemby;

County Attorney (when applicable): John Hille County Planning and Budget Office: Leroy Nellis

County Planning and Budget Office: Leroy Nellis County Auditor's Office: Susan Spataro and Jose Palacios

Other: TCES, Pete Baldwin, 974-0472, Toby Fariss, 854-4762

Purchasing Recommendation and Comments: Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by the statutes. This revenue contract provides for the security of the Combined Transportation & Emergency Communications Center.

Travis County Commissioners Court approved an Interlocal cooperative agreement to provide security for the Combined Transportation & Emergency Communications Center on February 26, 2003. The security MOU is structured to automatically renew on an annual basis; however, amendments are routinely necessary to reflect the updated scope of work each fiscal year. At this time, Travis County Sheriff's Office, with the concurrence and cooperation of Emergency Services recommends extending the scope of work for the Travis County Sheriff's Office through FY06. The FY06 security budget level is \$708,748 and covers ten FTEs (one sergeant, nine deputies) in providing 24-hour, seven-day a week, protection of the site, facilities, related systems, and personnel.

Modification No. 2, approved in Commissioners Court November 16, 2004, was to extend the scope of work for FY05.

Modification No. 1, approved in Commissioners Court September 30, 2003, was to extend the scope of work for FY04.



DOYNE BAILEY Chief Deputy

GREG HAMILTON TRAVIS COUNTY SHERIFF

P.O. Box 1748 Austin, Texas 78767 (512) 854-9770 www.tcsheriff.org

Date: October 5, 2005

To: Travis County Commissioners Court

Via: Cyd Grimes, Purchasing Agent

From: Greg Hamilton, Sheriff Myk

Subject: Recommendation for FY06 CTECC Security MOU

Proposed Motion:

Approve Amendment No. Three to the Memorandum of Understanding ("MOU") Relating to Security for the Combined Transportation, Emergency & Communications Center ("CTECC"), extending the scope of work for the Travis County Sheriff's Office through FY06. (TCSO, TCES)

Summary & Recommendation:

Under the existing security MOU with the City of Austin, TCSO law enforcement has provided security services to CTECC since FY03, before construction completion. All parties and stakeholders to this agreement are satisfied with the each other's performance and desire the continuation of this arrangement.

This is a revenue-generating contract for Travis County. TCSO, with the concurrence and cooperation of Travis County Emergency Services ("TCES"), recommends approving the proposed motion.

The FY06 security budget level for the CTECC program is \$708,748. This covers ten FTEs (one sergeant, nine deputies) in providing 24-hour, seven-day a week, protection of the site, facility, related systems, and personnel.

The security MOU is structured to automatically renew on an annual basis. However, amendments to this agreement are routinely necessary to reflect the updated scope of work each fiscal year.

There appear to be no issues or concerns with approving the recommended action.

Attachment: Amendment No. 3 to the CTECC Security MOU

<u>Cc:</u> PBO – Bill Derryberry TCSO – Capt. Richard Whitehead, Michael Hemby TCES – Pete Baldwin, Toby Farlss



DAVID BALAGIA Major - Corrections

SCOTT BURROUGHS Major - Law Enforcement

JAMES N. SYLVESTER Major - Administration & Support

Safety, Integrity, Tradition of Service

| SSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 | | DATE PREPARED: October 14, 2005 |
|--|---|--|
| AUSTIN, TX 78701 | FAX NO: (512) 854-9185 MODIFICATION NO.: | EXECUTED DATE OF ORIGINAL CONTRACT: |
| City of Austin, CTECC Managing Partner P.O. Box 1088 | 3 | February 26, 2003 |
| Austin, Texas 78767-1088 | | |
| DRIGINAL CONTRACT TERM DATES: Februa | | ERM DATES: October 1, 2005 - September 30, 2006 |
| FOR TRAVIS COUNTY INTERNAL USE ON Driginal Contract Amount: S | LY: Current Modified Amount 5 | |
| DESCRIPTION OF CHANGES: Except a nodified, remain unchanged and in full force | as provided herein, all terms, conditions, and provisions of the and effect. | the document referenced above as heretofore |
| | | |
| The above num | bered contract is hereby modified as per the attac | ched amendment titled: |
| | AMENDMENT NUMBER THREE to the OF UNDERSTANDING RELATING TO SECU ANSPORTATION, EMERGENCY & COMMU | JRITY SERVICES for the |
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| Note to Yendor: X Complete and execute (sign) your portion DO NOT execute and return to Travis Courses LEGAL BUSINESS NAME: C.H., of A. BY: SIGNATURE | ntý. Retain for your records. | DBA CORPORATION TOTHER DATE: |
| Note to Vendor: (X) Complete and execute (sign) your portion 1 DO NOT execute and return to Travis Council LEGAL BUSINESS NAME: C.t., St A. BY: SIGNATURE BY: Teress J. Ref PRINT NAME HITLE: Coneral Mone | nty. Retain for your records. | |
| Note to Vendor: [X] Complete and execute (sign) your portion [] DO NOT execute and return to Travis Coun- LEGAL BUSINESS NAME: C.t., f A BY: SIGNATURE BY: TEYESG J. Re- PRINT NAME TITLE: CENERAL MONG OF ITS DULY AUTHORIZED AGENT | nty. Retain for your records. | DBA CORPORATION TOTHER DATE: |
| Note to Vendor: [X] Complete and execute (sign) your portion [] DO NOT execute and return to Travis Court LEGAL BUSINESS NAME: C.t., of A. BY: BY: SIGNATURE BY: TEVESG J. PRINT NAME TITLE: Concercal Mongo ITS DULY AUTHORIZED AGENT TRAVIS COUNTY, TEXAS | nty. Retain For your records. Astin-CTECC el ber, CTECC | DBA CORPORATION TOTHER DATE: 10/13/05 |
| Note to Vendor: [X] Complete and execute (sign) your portion [] DO NOT execute and return to Travis Court LEGAL BUSINESS NAME: C.t., of A. BY: BY: SIGNATURE BY: TEYESS PRINT NAME TITLE: CENERAL MONGO TS DULY AUTHORIZED AGENT TRAVIS COUNTY, TEXAS BY: CYD V. SRIMES, C.P.M., TRAVIS COUNTY | nty. Retain For your records. Astin-CTECC el ber, CTECC | DBA CORPORATION TOTHER DATE: LOLOSOS |
| Note to Vendor: [X] Complete and execute (sign) your portion] DO NOT execute and return to Travis Court LEGAL BUSINESS NAME: C.t., of A. BY: SIGNATURE BY: TEYESS J. Ref PRINT NAME TITLE: CENERAL MONGO TRAVIS COUNTY, TEXAS BY: C.J. J. T. | nty. Retain For your records. Astin-CTECC el ber, CTECC | DBA CORPORATION TOTHER DATE: 10/13/05 DATE: 10-18-05 |

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Amendment Number Four to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center

This Amendment Number Four to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center (the "CTECC Security MOU") is made and entered into by the following Parties: the City of Austin (the "City") and Travis County, Texas (the "County"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the Parties and their fellow Coalition Members operate and maintain a Combined Transportation, Emergency & Communications Center ("CTECC") and annually budget for such; and,

WHEREAS, the City, acting as the managing CTECC partner and on behalf of fellow Coalition Members, has entered into an interlocal cooperative agreement (the "MOU") with County, via the Travis County Sheriff's Office ("TCSO"), to provide certain services for securing and protecting CTECC personnel, the Facility, the Site, and the Supported Systems; and,

WHEREAS, the current term of the CTECC Security MOU will expire on September 30, 2006, and automatically renew for another annual period on October 1, 2006, unless sconer terminated in accordance with the established terms and conditions; and,

WHEREAS, both Parties are satisfied with each other's performance and desire the continuation of CTECC security services being provided by TCSO and therefore must amend the CTECC Security Services Scope of Work ("SOW") to reflect the SOW for the upcoming fiscal year; and,

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the Parties agree to amend the CTECC Security MOU as follows:

- 1.0 In order to reflect the SOW for the upcoming fiscal year, Attachment I, CTECC Security Services Scope of Work for FY 2006, is to be amended and replaced with Attachment I, CTECC Security Services Scope of Work for FY 2007.
- 2.0 Except for the changes made by this Amendment Number Four, the Parties hereby ratify all of the terms and conditions of the MOU.
- 3.0 The effective date of this Amendment Number Four is October 1, 2006.

EXECUTED as of the latest date set forth below.

City of Austin By: Pete Collins CTM Director Date:

Travis County, Texas

see signature on attached Mod #4 document By:

> Samuel T. Biscoe Travis County Judge

Date: Executed

Approved by Connissioners Court 10/12/06 10/16/06 by Judge Biscoe .

AND

Greg Hamilton Travis County Sheriff 18/06

9

Date:

By:

Attachment I

CTECC Security Services Scope of Work for FY 2007

For an amount not to exceed \$800,000 in FY 2007, TCSO will provide security services for CTECC. This security SOW will include, but not necessarily limited to, the following:

- Ongoing training of TCSO Officers in the operation of the automated Security Management System, including key-card programming, video and still photo capture, and system use and monitoring;
- Ongoing training of TCSO Officers in monitoring and use of the automated Facility Management System;
- Staff CTECC badging workstation, as needed, with Officers trained in its use;
- Ongoing training of TCSO Officers in CTECC Standard Operating Procedures and Protocols;
- Provide monthly reports to the CTECC General Manager that detail security activities and any issues, including facility operations;
- Inform and work with the CTECC General Manager concerning any security or facility
 problem that may arise or potentially arise;
- Ensure around-the-clock security coverage by providing at least two TCSO Officers on site from 0700 hours to 1900 hours, each Monday through Friday and during any activation of the Emergency Operations Center and/or occasional special events. Provide at least one TCSO Officer on site from 1900 hours to 0700 hours, each Monday through Thursday. Likewise, provide at least one TCSO Officer on site for weekend coverage, which includes each Friday night beyond 1900 hours and goes through Monday morning until 0700 hours.

The FY07 CTECC budget for security amounts as follows:

- Security Services Cost Not to Exceed \$800,000

* All reimbursable material requests need to be submitted to the CTECC General Manager for approval prior to purchase. After obtaining written GM approval, TCSO may proceed with purchasing and paying for approved materials. City will then reimburse County after receipt of invoice and notice of County payment to vendor.



TF AVIS COUNTY PURC' ASING OFFICE Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th, Room 400, Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

MEMORANDUM

TO: Greg Hamilton Sheriff Office

FROM: Cyd Grimes, C.P.M. County Purchasing Agent

DATE: October 18, 2006

SUBJECT: Modification No. 4 To Contract 05R00047LC, Security MOU for CTECC FYØ7

A copy of the above referenced modification are transmitted for your records.

It is requested that a representative from your department be appointed to monitor vendor performance. Further, please substantiate and document all vendor execution that is unsatisfactory, or that is not in accordance with the contract. Please inform the Purchasing Office immediately following each occurrence so that we may initiate corrective action.

All contact with the vendor relating to contractual issues should be conducted by the Purchasing Office.

Thank you for your help and cooperation.

CVG:LC:jig

Enclosure

cc: Toby Fariss, Emergency Services Gary Annis, Auditors Office Gillian Porter, County Clerk Minutes

| SSUED BY: | PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701 | . URCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185 | DATE PREPARED: September 11, 2006 | |
|--|--|---|---|--|
| SSUED TO: | | MODIFICATION NO .: | EXECUTED DATE OF ORIGINAL CONTRACT: | |
| City of Austin, | | | CONTRACT. | |
| CTECC Managing Partner | | 4 | February 26, 2003 | |
| P.O. Box 1088 Austin, Texas | | | 1 condary 20, 2003 | |
| ORIGINAL CON | TRACT TERM DATES: Februar | y26, 2003-September 30, 2003 CURRENT CONTRACT TERM I | DATES: October 1, 2005 - September 30, 2006 | |
| FOR TRAVIS CO | OUNTY INTERNAL USE ONL | Y | | |
| Original Contract | Amount: S | Current Modified Amount S | | |
| DESCRIPTION modified, remain | N OF CHANGES: Except as a unchanged and in full force and | provided herein, all terms, conditions, and provisions of the docu nd effect. | ment referenced above as heretofore | |
| | | | | |
| | The above number | red contract is hereby modified as per the attach | ed amendment titled: | |
| | | Amendment Number Four to the dum Of Understanding Relating To Security Se ned Transportation, Emergency & Communicati | | |
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| Note to Vendor: | | | FOENTD VIS COULTY TTT MI 3: 34 OFFICE | |
| [X]Complete | and execute (sign) your portiou | of the signature block section below for all copies and return all sig | | |
| [X]Complete | | | | |
| X Complete | and execute (sign) your portion secute and return to Travis Cou | nty, Retain for your records. | | |
| [X]Complete | and execute (sign) your portion secute and return to Travis Cou | nty, Retain for your records. | ned copies to Travis County. | |
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| X] Complete DO NOT est LEGAL BUSIN BY: SIGNAT BY: Tere PRINT N | and execute (sign) your portion recute and return to Travis Cou- son AME: City of Austin Unce Isa Reel-Davey NAME | nty, Retain for your records. | ned copies to Travis County. | |
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| X] Complete 1 DO NOT est LEGAL BUSIN BY: SIGNET BY: Tere PRINT N TITLE: Gen ITS DUL TRAVIS COUN BY: UL | and execute (sign) your portion recute and return to Travis Cour- ess NAME: Gity of Austin UNE UNE UNE UNE Construction | nty, Retain for your records. | ned copies to Travis County. | |
| X] Complete 1 DO NOT est LEGAL BUSIN BY: SIGNET BY: Tere PRINT N TITLE: Gen ITS DUL TRAVIS COUN BY: UL | and execute (sign) your portions recute and return to Travis Cour- ess NAME: City of Austin Units Units Ess Reel-Davey NAME eral Manager, CTECC Y AUTHORIZED AGENT TY, TEXAS | nty, Retain for your records. | ned copies to Travis County. DBA CORPORATION TOTHER DATE: $\frac{9}{19}06$ DATE: $\frac{0}{3}06$ | |
| X] Complete 1 DO NOT est LEGAL BUSIN BY: SIGNET BY: Tere PRINT N TITLE: Gen ITS DUL TRAVIS COUN BY: UL | and execute (sign) your portion recute and return to Travis Course is NAME: <u>Gity of Austin</u> <u>Gity of Austin</u> | nty, Retain for your records. | ned copies to Travis County. DBA CORPORATION TOTHER DATE: $\frac{9}{19}06$ DATE: $\frac{0}{3}06$ | |
| X Complete DO NOT est BY: SIGNAT BY: TECAL BUSIN BY: SIGNAT BY: TECE PRINT N TITLE: Gen ITS DUL TRAVIS COUN BY: CYD VIGRU | and execute (sign) your portions recute and return to Travis Cour- ess NAME: City of Austin UNE Ess Reel-Davey VAME eral Manager, CTECC Y AUTHORIZED AGENT TY, TEXAS V. Juno IMES, C.P.M., TRAVIS COUNTY ITY, TEXAS | nty, Retain for your records. | ned copies to Travis County. DBA CORPORATION TOTHER DATE: $\frac{9}{19}06$ DATE: $\frac{0}{3}06$ | |
| X] Complete DO NOT est BY: SIGNAT BY: Tere PRINT N TITLE: Gen ITS DUL TRAVIS COUN BY: CYD V GRU TRAVIS COUN BY: CYD V GRU | and execute (sign) your portion recute and return to Travis Course is NAME: <u>Gity of Austin</u> <u>Gity of Austin</u> | nty, Retain for your records. | ned copies to Travis County. | |



TF AVIS COUNTY PURC ASING OFFICE Cyd V. Grimes, C.P.M., Purchasing Agent

314 W. 11th, Room 400, Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

MEMORANDUM

TO: Greg Hamilton Sheriff Office

FROM: Cyd Grimes, C.P.M. (County Purchasing Agent

DATE: October 18, 2006

SUBJECT: Modification No. 4 To Contract 05R00047LC, Security MOU for CTECC FYØ7

A copy of the above referenced modification are transmitted for your records.

It is requested that a representative from your department be appointed to monitor vendor performance. Further, please substantiate and document all vendor execution that is unsatisfactory, or that is not in accordance with the contract. Please inform the Purchasing Office immediately following each occurrence so that we may initiate corrective action.

All contact with the vendor relating to contractual issues should be conducted by the Purchasing Office.

Thank you for your help and cooperation.

CVG:LC:jig

Enclosure

cc: Toby Fariss, Emergency Services – g Gary Annis, Auditors Office Gillian Porter, County Clerk Minutes

Amendment Number Five to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center

This Amendment Number Five to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center (the "CTECC Security MOU") is made and entered into by the following Parties: the City of Austin (the "City") and Travis County, Texas (the "County"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the Parties and their fellow Coalition Members operate and maintain a Combined Transportation, Emergency & Communications Center ("CTECC") and annually budget for such; and,

WHEREAS, City, acting as the managing CTECC partner and on behalf of fellow Coalition Members, has entered into an interlocal cooperative agreement (the "MOU") with County, via the Travis County Sheriff's Office ("TCSO"), to provide certain services for securing and protecting CTECC personnel, the Facility, the Site, and the Supported Systems; and,

WHEREAS, the current term of the CTECC Security MOU will expire on September 30, 2008, and automatically renew for another annual period on October 1, 2009, unless sooner terminated in accordance with the established terms and conditions; and,

WHEREAS, both Parties are satisfied with each other's performance and desire the continuation of CTECC security services being provided by TCSO and therefore must amend the CTECC Security Services Scope of Work ("SOW") to reflect the SOW for the current fiscal year; and,

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the Parties agree to amend the CTECC Security MOU as follows:

- 1.0 In order to reflect the SOW for the current fiscal year, Attachment I, CTECC Security Services Scope of Work, is to be amended to reflect CTECC Security Services Scope of Work for FY 2009.
- 2.0 Except for the changes made by this Amendment Number Five, the Parties hereby ratify all of the terms and conditions of the MOU.
- 3.0 The effective date of this Amendment Number Five is October 1, 2008.

EXECUTED as of the latest date set forth below.

City of Austin

Bunde lound Alens By:

Linda Pounds-Adams Acting Chief Information Office

Date:

Travis County, Texas

12/1/07

ef T. Bisice an By:

Samuel T. Biscoe Travis County Judge

2.23.08 Date:

AND

By:

Greg Hamilton Travis County Sheriff

12/05/08

Date:

Attachment I

11

CTECC Security Services Scope of Work for FY 2009

TCSO will continue to provide security services for CTECC as per a SOW that includes, but is not necessarily limited to, the following:

- Ongoing training of TCSO Officers in the operation of the automated Security Management System, including key-card programming, video and still photo capture, and system use and monitoring;
- Ongoing training of TCSO Officers in monitoring and use of the automated Facility Management System;
- Staff CTECC badging workstation, as needed, with Officers trained in its use;
- Ongoing training of TCSO Officers in CTECC Standard Operating Procedures and Protocols;
- Provide monthly reports to the CTECC General Manager that detail security activities and any issues, including facility operations;
- Inform and work with the CTECC General Manager concerning any security or facility
 problem that may arise or potentially arise;
- Ensure around-the-clock security coverage by providing at least two TCSO Officers on site from 0700 hours to 1900 hours, each Monday through Friday and during any activation of the Emergency Operations Center or CTECC special event. Provide at least one TCSO Officer on site from 1900 hours to 0700 hours, each Monday through Thursday. Likewise, provide at least one TCSO Officer on site for weekend coverage, which includes each Friday night beyond 1900 hours and goes through Monday morning until 0700 hours.

The FY09 CTECC O&M budget for security amounts as follows:

Security Services Cost Not to Exceed \$868,570

* All reimbursable material requests need to be submitted to the CTECC General Manager for approval prior to purchase. After obtaining written GM approval, TCSO may proceed with purchasing and paying for approved materials. City will then reimburse County after receipt of invoice and notice of County payment to vendor.

Amendment Number Six to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center

This Amendment Number Six to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center (the "CTECC Security MOU") is made and entered into by the following Parties: the City of Austin (the "City") and Travis County, Texas (the "County"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the Parties and their fellow Coalition Members operate and maintain a Combined Transportation, Emergency & Communications Center ("CTECC") and annually budget for such; and,

WHEREAS, City, acting as the managing CTECC partner and on behalf of fellow Coalition Members, has entered into an interlocal cooperative agreement (this "MOU") with County, via the Travis County Sheriff's Office ("TCSO"), to provide certain services for securing and protecting CTECC personnel, the Facility, the Site, and the Supported Systems; and,

WHEREAS, the current term of the CTECC Security MOU will expire on September 30, 2009, and automatically renew for another annual period on October 1, 2009, unless sooner terminated in accordance with the established terms and conditions; and,

WHEREAS, both Parties are satisfied with each other's performance and desire the continuation of CTECC security services being provided by TCSO and therefore must amend the CTECC Security Services Scope of Work ("SOW") to reflect the SOW for the new fiscal year; and,

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the Parties agree to amend the CTECC Security MOU as follows:

- 1.0 In order to reflect the SOW for the new fiscal year, Attachment I, CTECC Security Services Scope of Work for FY 2009, is to be amended and replaced with Attachment I, CTECC Security Services Scope of Work for FY 2010.
- 2.0 Except for the changes made by this Amendment Number Six, the Parties hereby ratify all of the terms and conditions of the MOU.
- 3.0 The effective date of this Amendment Number Six is October 1, 2009.

EXECUTED as of the latest date set forth below.

City of Austin

| By: | |
|--------|---|
| | CTM Chief Information Officer |
| Date: | · · · · · · · · · · · · · · · · · · · |
| Travis | County, Texas |
| By: | |
| | Samuel T. Biscoe Travis County Judge |
| Date: | |
| | AND |
| By: | |
| | Greg Hamilton Travis County Sheriff |
| Date: | |

Attachment I

CTECC Security Services Scope of Work for FY 2010

TCSO will continue to provide security services for CTECC as per this SOW that includes, but is not necessarily limited to, the following:

- Ongoing training of TCSO Officers in the operation of the automated Security Management System, including key-card programming, video and still photo capture, and system use and monitoring;
- Ongoing training of TCSO Officers in monitoring and use of the automated Facility Management System;
- Staff CTECC badging workstation, as needed, with Officers trained in its use;
- Ongoing training of TCSO Officers in CTECC Standard Operating Procedures and Protocols;
- Provide monthly reports to the CTECC General Manager that detail security activities and any issues, including facility operations;
- Inform and work with the CTECC General Manager concerning any security or facility
 problem that may arise or potentially arise;
- Ensure around-the-clock security coverage by providing at least two TCSO Officers on site from 0700 hours to 1900 hours, each Monday through Friday and during any activation of the Emergency Operations Center or CTECC special event. Provide at least one TCSO Officer on site from 1900 hours to 0700 hours, each Monday through Thursday. Likewise, provide at least one TCSO Officer on site for weekend coverage, which includes each Friday night beyond 1900 hours and goes through Monday morning until 0700 hours.

The CTECC O&M budget for security during this annual period amounts as follows:

- (5675) Security Services by TCSO LE Not to Exceed \$880,000.00

* All reimbursable material requests need to be submitted to the CTECC General Manager for approval prior to purchase. After obtaining written GM approval, TCSO may proceed with purchasing and paying for approved materials. City will then reimburse County after receipt of invoice and notice of County payment to vendor.

| Account | Item | FY 10 Budget |
|--------------------|---|--------------------------|
| 001-3726-563.07-12 | REG SALARIES-POPS EMPL | \$ 611,252.00 |
| 001-3726-563.11-01 | REGULAR OVERTIME PAY | \$ 3,000.00 |
| 001-3726-563.12-01 | LONGEVITY PAY | \$ 9,301.00 |
| 001-3726-563,12-06 | TCLEOSE PAY | \$ 10,800.00 |
| 001-3726-563.12-08 | BILINGUAL PAY | \$ 6,000.00 |
| 001-3726-563.20-02 | FICA TAX - OASDI | \$ 39,702.03 |
| 001-3726-563.20-03 | HOSPITALIZATION | \$ 75,480.00 |
| 001-3726-563.20-04 | LIFE INSURANCE | \$ 790.00 |
| 001-3726-563.20-05 | RETIREMENT CONTRIBUTION | \$ 68,581.60 |
| 001-3726-563.20-06 | WORKER'S COMPENSATION | \$ 9,935.00 |
| 001-3726-563.20-07 | FICA TAX - MEDICARE | \$ 9,298.00 |
| 建塑料的现在分子。 | | |
| Total Personnel | | \$ 844,139.63 |
| | | |
| 001-3726-563.65-04 | TRAINING & SEMINARS | \$ 2,000.00 |
| | | |
| Total Operating | | \$ 2,000.00 |
| | 1998年の1999年の1999年の1999年の1999年の1999年の1999年の1999年の1999年の1999年の1999年の1999年の1999年の1999年の1999年の1999年の1999年 | |
| Total Division | CTECC SECURITY - Prelim FY 10 | \$ 846,139.63 |
| 新学习TF | | |
| Total Contract | Not to Exceed * | \$ 880,000.00 |
| | | |
| Slot # | Slot Category Type | Slot Type Narrative |
| 1586 | | CERT PEACE OFFICER SR |
| 1587 | 84071 | CERT PEACE OFFICER SR |
| 1588 | 84071 | CERT PEACE OFFICER SR |
| 1589 | 84071 | CERT PEACE OFFICER SR |
| 1590 | 84071 | CERT PEACE OFFICER SR |
| 1591 | 84071 | CERT PEACE OFFICER SR |
| | | CERT PEACE OFFICER SR |
| | | SERGEANT LAW ENFORCEMENT |
| | | CERT PEACE OFFICER SR |
| 1670 | | CERT PEACE OFFICER SR |
| | | |
| Total Staffing | 10 | |
| Sergeant | | |
| Officer | 9 | |
| | | |

*Notations

Pricing not to exceed includes 4% cost increase estimate.

Final budget will not be approved by Comm Court until September 2009.

FY 2010 TCSO CTECC Security

L____

Cost Estimates

| Finant Vana | Contract Year Modification # | Not to Exceed | CTECC Partner Shares | | | | |
|-------------|---------------------------------|----------------|----------------------|-----------------|-----------------|-----------------|----------------|
| Fiscal Year | | Modification # | Annual Amount | City of Austin | Travis Cty | TXDOT | Capital Metro |
| FY03 | 1 | | 238,000.00 | 59,500.00 | 59,500.00 | 59,500.00 | 59,500.0 |
| FY04 | 2 | 1 | 450,000.00 | 112,500.00 | 112,500.00 | 112,500.00 | 112,500.00 |
| FY05 | 3 | 2 | 650,000,00 | 162,500.00 | 162,500.00 | 162,500.00 | 162,500.0 |
| FY06 | 4 | 3 | 708,748.00 | 177,187.00 | 177,187.00 | 177,187.00 | 177,187.0 |
| FY07 | 5 | 4 | 800,000.00 | 200,000.00 | 200,000.00 | 200,000.00 | 200,000.0 |
| FY08 | 6 | No changes | 800,000.00 | 200,000.00 | 200,000.00 | 200,000.00 | 200,000.0 |
| FY09 | 7 | 5 | 868,570.00 | 217,142.50 | 217,142.50 | 217,142.50 | 217,142.5 |
| FY10 draft | 8 | 6 | 880,000.00 | 220,000.00 | 220,000.00 | 220,000.00 | 220,000.0 |
| | | TOTALS: | 5,395,318.00 | \$ 1,348,829.50 | \$ 1,348,829.50 | \$ 1,348,829.50 | \$ 1,348,829.5 |

Amendment No. 11 to the Memorandum of Understanding Relating to Security Services Contract No. NI100000001 for the Combined Transportation, Emergency & Communications Center

This Amendment Number Eleven to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center (the "CTECC Security MOU") is made and entered into by the following Parties: the City of Austin (the "City") and Travis County, Texas (the "County"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the Parties and their fellow Coalition Members operate and maintain a Combined Transportation, Emergency & Communications Center ("CTECC") and annually budget for such; and,

WHEREAS, City, acting as the managing CTECC partner and on behalf of fellow Coalition Members, has entered into an Interlocal cooperative agreement (this "MOU") with County, via the Travis County Sheriff's Office ("TCSO"), to provide certain services for securing and protecting CTECC personnel, the Facility, the Site, and the Supported Systems; and,

WHEREAS, the 2nd extension option term of the CTECC Security MOU will expire on September 30, 2013. The 3rd extension option term will begin on October 1, 2013 for 12 months; and,

WHEREAS, the Parties wish to increase the remaining option terms, add additional extension options and add to the scope of responsibilities of the TCSO.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this amendment and other good and valuable consideration, the Parties agree to amend the CTECC Security MOU as follows:

1.0 The cost of the third extension option is increased by an additional \$113,013, for a total amount not to exceed \$1,183,211; and,

2.0 The cost of the fourth extension option is increased by an additional \$130,497, for a total amount not to exceed \$1,254,204; and,

3.0 Three additional 12-month extension options in amounts not to exceed \$1,329,456 for the fifth extension option, \$1,409,224 for the sixth extension option and \$1,493,777 for the seventh extension option are available under the terms of CTECC Security MOU

4.0 The total contract amount including all options shall not exceed \$14,979,604.

5.0 Attachment I, CTECC Security Services Scope of Work is to be amended to add the following responsibilities to the TCSO:

Position Duties:

- -

Responsible for the operation of x-ray machines and metal detectors.

Searching citizens and their packages.

Provide walking patrols of CTECC.

Make on-site arrests for violations of State Law.

Complete complaints and arrest affidavits, report writing and related paperwork.

Other duties as may be assigned by the Sergeant of the CTECC-LE team.

1

Must be available to work nights, weekends and alternate duty hour schedules.

6.0 The Effective Date of this Amendment Number 11 is October 1, 2013.

Except as otherwise amended herein, all other terms and conditions of the CTECC Security MOU remain the same.

By the signatures affixed below, this amendment is hereby incorporated into and made a part of the CTECC Security MOU.

EXECUTED as of the latest date set forth below:

City of Austin

City Manager

Printed Name:

Signature:

ARE

Date:

Travis County, Texas Travis County Judge

| Printed Name: | Samuel T Biscoe |
|---------------|------------------|
| Signature: | Samuel T. biscol |
| o.g.ratare. | |
| Date: | 8.30-13 |

Travis County Sheriff

Printed Name:

Signature:

Date:

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| Greg Hamilton | |
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| Amendment No. 6 | Security services, Fiscal Year 2009 | \$868,570 |
|------------------------------|---|-------------|
| Amendment No. 7 | Security services, Fiscal Year 2010 | \$880,000 |
| Amendment No. 8 | Security services, Fiscal Year 2011 and add four 12- month extension options | \$5,108,319 |
| Amendment No. 9 | Exercised Option No. 1 | |
| Amendment No. 10 | Exercised Option No. 2 | |
| Proposed Amendment No. 11 | Add spending authority for Option No. 3 and Option No. 4 and add three additional 12-month extension options. | 4,475,967 |

| Amendment No. 6 | Security services, Fiscal Year 2009 | \$868,570 |
|----------------------------------|---|--------------|
| Amendment No. 7 | Security services, Fiscal Year 2010 | \$880,000 |
| Amendment No. 8 | Security services, Fiscal Year 2011 and add four 12- month extension options | \$5,108,319 |
| Amendment No. 9 | Exercised Option No. 1 | |
| Amendment No. 10 | Exercised Option No. 2 | |
| Proposed Amendment No. 11 | Add spending authority for Option No. 3 and Option No. 4 and add three additional 12-month extension options. | 4,475,967 |
| Total Revised Contract Amount | | \$14,979,604 |
| NOTE: Of the total contract a | amount of \$14,979,604 the City's share is \$ 3,744,901 | |

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Amendment Number Twelve to the Memorandum of Understanding Relating to Security Services Contract No.NI10000001 for the

Combined Transportation, Emergency & Communications Center

This Amendment Number Twelve to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center (the "CTECC Security MOU") is made and entered into by the following Parties: the City of Austin (the "City") and Travis County, Texas (the "County"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the Parties and their fellow Coalition Members operate and maintain a Combined Transportation, Emergency & Communications Center ("CTECC") and annually budget for such; and,

WHEREAS, City, acting as the managing CTECC partner and on behalf of fellow Coalition Members, has entered into an Interlocal cooperative agreement (this "MOU") with County, via the Travis County Sheriff's Office ("TCSO"), to provide certain services for securing and protecting CTECC personnel, the Facility, the Site, and the Supported Systems; and,

WHEREAS, the 3rd extension option term of the CTECC Security MOU will expire on September 30, 2014. The new term will begin on October 1, 2014 for 12 months. There are three remaining twelve-month options.

WHEREAS, both Parties are satisfied with each other's performance and desire the continuation of CTECC security services being provided by TCSO.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this amendment and other good and valuable consideration, the Parties agree to amend the CTECC Security MOU as follows:

1.0 The amount for security services in FY2015 shall not exceed \$1,254,204.

- 2.0 The effective date of this Amendment Number Twelve is October 1, 2014.
- 3.0 Attachment I, CTECC Security Services Scope of Work is amended to add the following responsibilities:

Position Duties:

Using x-ray machines and stationary and hand held magnetic detectors, search visitors and their belongings for items not allowed into CTECC.

Using x-ray machine or metal detector to screen packages delivered to CTECC for items not allowed into CTECC and/or items that pose a risk to safety of CTECC agency staff or the CTECC facility.

Provide walking patrols of CTECC facility and CTECC property.

Make on-site arrests for violations of State Law.

Complete complaints and arrest affidavits, report writing and related paperwork.

Enforce CTECC standard operating procedures (SOP) for criminal history checks, facility badging and access, emergency response, flag display, media access and procedures, parking, recording devices and enforce other SOP as instructed by the Sergeant of the CTECC-LE team.

Operate the CTECC physical security system for issuing access cards, allowing individuals access to CTECC and updating access of CTECC agency staff

Operate the CTECC physical security system to control video cameras, monitor activity via the video cameras,

Provision of monthly law enforcement reports that include information on incidents of note, standard operating procedure violations and other information relevant to the safety of CTECC agency staff and the security of the CTECC facility.

As requested by the Sergeant of the CTECC-LE team, direct traffic on the CTECC property to ensure safety of visitors and CTECC Agency staff.

As requested by the Sergeant of the CTECC-LE team, provide access to the CTECC Secondary access route.

As requested by Sergeant of the CTECC-LE team or CTECC Agency staff, escort them to CTECC Service Yard and/or Loading Dock.

Sergeant of the CTECC-LE team is responsible for ensuring that two TCSO Officers are on duty at all times. During the daytime during weekdays, three TCSO officers are to be on duty (exceptions can be made for sickness, family emergency or similar unplanned events).

Must be available to work nights, weekends and alternate duty hour schedules and other duties as may be assigned by the Sergeant of the CTECC-LE team.

Except as otherwise amended herein, all other terms and conditions of the CTECC Security MOU remain the same.

By the signatures affixed below, this amendment is hereby incorporated into and made a part of the CTECC Security MOU.

EXECUTED as of the latest date set forth below:

City of Austin City Manager

Printed Name: Mark Ott Signature: Date:

Travis County, Texas Travis County Judge

Printed Name: Samuel Biscoe

Biscoe 00 20 Signature: 7 8-2. Date:

Travis County, Texas Travis County Sheriff

Printed Name: Gre Signature:

Date:



| TO: | Marc A. Ott, City Manager |
|-------|--|
| FROM: | Gregory Miller, Assistant City Attorney, for Anne Morgan, City Attorney |
| DATE: | September 29, 2015 |
| RE: | Interlocal Cooperation Act Agreement, Amendment #13 Combined Transportation, Emergency, and Communications Center |

Please find attached for your signature a copy of the above referenced amendment (Amendment) to the interlocal agreement by and between the City and Travis County (ILA). The ILA provides the terms by which the City shares in the cost for security and loss prevention at the Combined Transportation Emergency, and Communications Center (CTECC) facility.

The original ILA was approved by council in 2003 and the amendment that approved of various extension options and their related funding amounts, including this amendment, was approved by council on August 22, 2013 (Item No. 56). The City's contribution for security and loss prevention under this fifth 12-month extension is in an amount not to exceed \$1,329,456.

This Amendment is approved as to form and is within your authority to sign.

Please let me know if you would like further information about this Amendment.

Sincerely,

Gregory D. Miller Assistant City Attorney

Amendment Number Thirteen to the Memorandum of Understanding Relating to Security Services Contract No. NI100000001 for the

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Combined Transportation, Emergency & Communications Center

This Amendment Number Thirteen to the Memorandum of Understanding Relating to Security Services for the Combined Transportation, Emergency & Communications Center (the "CTECC Security MOU") is made and entered into by the following Parties: the City of Austin (the "City") and Travis County, Texas (the "County"), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the Parties and their fellow Coalition Members operate and maintain a Combined Transportation, Emergency & Communications Center ("CTECC") and annually budget for such; and,

WHEREAS, City, acting as the managing CTECC partner and on behalf of fellow Coalition Members, has entered into an Interlocal cooperative agreement (this "MOU") with County, via the Travis County Sheriff's Office ("TCSO"), to provide certain services for securing and protecting CTECC personnel, the Facility, the Site, and the Supported Systems; and,

WHEREAS, the 4rd extension option term of the CTECC Security MOU will expire on September 30, 2015. The new term will begin on October 1, 2015 for 12 months. There are two twelve-month options remaining.

WHEREAS, both Parties are satisfied with each other's performance and desire the continuation of CTECC security services being provided by TCSO.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this amendment and other good and valuable consideration, the Parties agree to amend the CTECC Security MOU as follows:

1.0 The amount for security services in FY2016 shall not exceed \$1,329,456.00.

2.0 The effective date of this Amendment Number Thinteen is October 1, 2015.

Except as otherwise amended herein, all other terms and conditions of the CTECC Security MOU remain the same.

By the signatures affixed below, this amendment is hereby incorporated into and made a part of the CTECC Security MOU.

EXECUTED as of the latest date set forth below:

City of Austin **City Manager**

Printed Name: Mark Ott, City Manager 9/20/15 For

Signature:

Date:

Travis County, Texas **Travis County Judge**

| Printed Name | : Sarah Eckhardt, County Judge |
|--------------|--------------------------------|
| Signature: | Sec/ |
| Date: | SEP 1 5 2015 |

Travis County, Texas Travis County Sheriff Printed Name: Grag Hamilton Sheriff Signature: Date:

Except as otherwise amended herein, all other terms and conditions of the CTECC Security MOU remain the same.

By the signatures affixed below, this amendment is hereby incorporated into and made a part of the CTECC Security MOU.

EXECUTED as of the latest date set forth below:

City of Austin City Manager

Printed Name: Mark Ott, City Manager

Signature:

Date:

Travis County, Texas Travis County Judge

| Printed Nam | e: Sarah Eckhardt, County Judge |
|-------------|---------------------------------|
| Signature: | - 7 C/ |
| Date: | SEP 1 5 2015 |

| Travis County, Texas | |
|--------------------------------------|---|
| Travis County Sheriff | |
| Printed Name: Grag Hamilton, Sheriff | |
| Signature: | _ |
| Date: 9/8/15 | |