



Travis County Commissioners Court Agenda Request

Meeting Date: July 24, 2012

Prepared By/Phone Number: Lori Clyde 854-4205

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Interlocal Agreement No. 4500000011, Village of The Hills, for Use of the Regional Radio System.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

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

Travis County is also a party to the Interlocal Agreement for Operations and Maintenance of the RRS ("Operations Agreement"), which provides for the organizational structure and funding for the operations and maintenance of the RRS. This Operations Agreement authorizes County to enter into Interlocal Cooperative Agreements for use of the RRS with organizations that are eligible under FCC rules and regulations to use the licensed frequencies of the RRS.

Starting in 2004, Travis County developed a template agreement for this use by Emergency Services Districts (fire departments), and Small Cities and Villages (law enforcement agencies).

Village of The Hills, as a political subdivision of Texas, is eligible under FCC rules and regulations to use licensed frequencies of the Regional Radio System. The purpose of this Agreement is to provide Village of

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

The Hills access to and use of the RRS for one radio through Travis County sponsorship. The Village of The Hills understands through this Agreement that any costs associated with the unit will be at their expense. This includes an annual payment of a per-unit rate of \$25.32 per month to use the system, all maintenance, repair and unit operations costs associated with this equipment (programming, the cost of accessories, and replacement if lost or sufficiently damaged).

➤ **Contract-Related Information:**

Award Amount: N/A

Contract Type: Revenue

Contract Period: Upon approval by Commissioners Court through September 30, 2012 with automatic renewal

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EMERGENCY SERVICES

DANNY HOBBY, COUNTY EXECUTIVE
P. O. Box 1748
AUSTIN, TEXAS 78767
(512) 854-4416, FAX (512) 854-4786

*Emergency Management
Pete Baldwin, Emergency
Mgmt. Coordinator*

*Fire Marshal
Hershel Lee*

*Chief Medical Examiner
Dr. David Dolinak*

*STAR Flight
Casey Ping, Program
Director*

RECEIVED
TRAVIS COUNTY
2012 JUN 25 11:12:30
PURCHASING
OFFICE

MEMORANDUM

To: Cyd V. Grimes, C.P.M., Purchasing Agent
From: Danny Hobby, County Executive, Emergency Services
Date: June 25, 2012
Subject: Approval of Interlocal Agreement with Village of The Hills

Please find attached an "Interlocal Cooperation Agreement for Use of the Regional Radio System by Village of The Hills". The Village of The Hills has in place a volunteer Emergency Management Coordinator position that works with our Emergency Management Office and various public safety agencies in the Lake Travis region to serve the residents of the Village of The Hills during emergencies. This request is for the use of one radio; along with the understanding all costs associated with the unit are to be borne by the Village of The Hills.

Background

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

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

Starting back in 2004 Travis County developed a template agreement for this use by Emergency Services Districts (fire departments), and Small Cities and Villages (law enforcement agencies). We will continue the use of these agreements as the need arises from Travis County subdivisions having radio requirements in their areas.

Recommendation

Village of The Hills, as a political subdivision of Texas, is eligible under FCC rules and regulations to use licensed frequencies of the Regional Radio System. The purpose of this Agreement is to provide Village of The Hills access to and use of the Regional Radio System through Travis County sponsorship. The Village of The Hills understands through this Agreement that any costs associated with the unit will be at their expense. This includes an annual payment of a per-unit rate of \$25.32 per month to use the system, all maintenance, repair, and unit operation costs associated with this equipment (programming, the cost of accessories, and replacement if lost or sufficiently damaged).

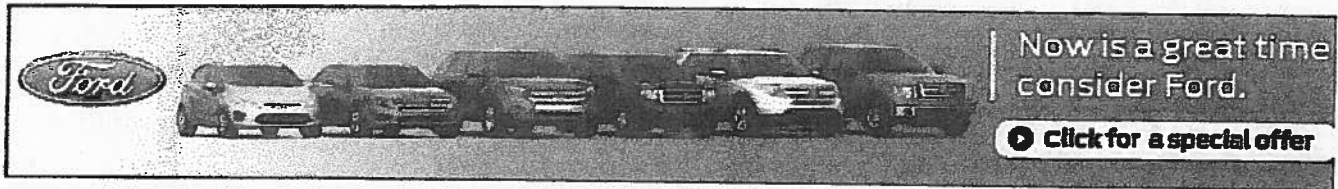
The three public safety agencies (fire, police, and EMS) that serve the Village of The Hills have provided written (see attached) approval for the Emergency Management Coordinator to use their channels during emergency situations within the Village of The Hills.

The Emergency Services Wireless Manager and management staff recommend the use of one radio, along with required programming and expenses to activate the unit for service.

Thank you for your assistance in this request.

Hi, Terry Sign Out Newest version of Y! Mail Help

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- Drafts (1)
- Sent
- Spam [Empty]
- Trash [Empty]
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New Radio Monday, April 2, 2012

From: "Terry Browder" <tobrowder@yahoo.com>
To: Danny.Hobby@co.travis.tx.us

Danny,
Listed below is confirmation of using their system in the new radio:

Jim Linardos, Hudson Ben Fire Chief: jlinardos@hbfd.net
 Chief Todd Radford, Lakeway Police: toddradford@cityoflakeway.com
 James Shamard, Chief of Staff, EMS: james.shamard@ci.austin.tx.us

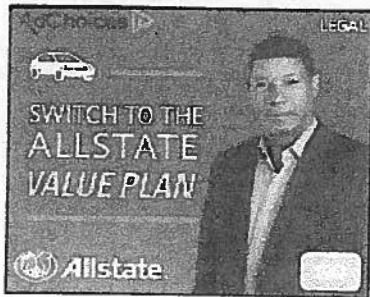
I've personally discussed this with all three.

Thanks,
Terry

Delete Reply Forward Move...

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My Folders [Add - Edit]
FEMA



Check Mail New Mail Search

Toby Fariss

From: Bradley R. Bearden
Sent: Wednesday, June 13, 2012 11:00 AM
To: Toby Fariss
Subject: FW: The Hills

From: Jim Linardos [<mailto:jlinardos@tfr.org>]
Sent: Thursday, April 05, 2012 10:45 AM
To: Bradley R. Bearden
Cc: Danny Hobby
Subject: The Hills

We authorize the Village of the Hills Emergency Management to use our frequencies during disaster operations. Please contact me if you need any further information. Jim Linardos, Fire Chief TCESD 6.

Toby Fariss

From: Bradley R. Bearden
Sent: Wednesday, June 13, 2012 11:00 AM
To: Toby Fariss
Subject: FW: Terry Browder

From: Nicole Sooter [<mailto:NicoleSooter@lakeway-tx.gov>]
Sent: Wednesday, April 04, 2012 8:47 AM
To: Bradley R. Bearden
Subject: RE: Terry Browder

Brad,
Chief Radford has approved Terry Browder to have access to Lakeway 1 & 2. Call me whenever not urgent I just have a quick question.

Nicole Sooter

Administrative Assistant
Lakeway Police Department
512-314-7586



Lakeway-TX.gov



Lakeway Police
Department

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From: Bradley R. Bearden [<mailto:Brad.Bearden@co.travis.tx.us>]
Sent: Wednesday, February 22, 2012 9:53 AM
To: Nicole Sooter
Subject: RE: Terry Browder

Hi Nicole,
Any word on this?
Take care,
Brad

From: Nicole Sooter [<mailto:NicoleSooter@lakeway-tx.gov>]
Sent: Wednesday, February 15, 2012 11:52 AM
To: Bradley R. Bearden
Subject: RE: Terry Browder

Brad,

I need to find out from the Chief and let you know. He is out this afternoon until Friday morning. I will forward him this email and let you know when I get a response from him. Have a great day!

Nicole Sooter

Administrative Assistant
Lakeway Police Department
512-314-7586



Lakeway-TX.gov



News Notifications

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From: Bradley R. Bearden [<mailto:Brad.Bearden@co.travis.tx.us>]
Sent: Wednesday, February 15, 2012 11:49 AM
To: Nicole Sooter
Subject: Terry Browder

Hi Nicole,

Terry Browder has contacted my boss, Danny Hobby about using a two-way radio to communicate with Lakeway PD. Mr. Browder says that Lakeway PD has authorized him to have some or all of the Lakeway PD channels in this radio if we can find him a spare to use.

Do you know if Lakeway PD has given Mr. Browder this type of authorization? If so, which channels can he have?

Thanks,
Brad

Brad Bearden
Wireless Communication Manager
Travis County Emergency Services
Phone 512.854.4895
Cell 512.516.9620
P O Box 1748
Austin, TX 78767

Toby Fariss

From: Bradley R. Bearden
Sent: Wednesday, June 13, 2012 11:00 AM
To: Toby Fariss
Subject: FW: Lakeway radio

From: Brown, Jasper [<mailto:Jasper.Brown@austintexas.gov>]
Sent: Thursday, March 29, 2012 9:59 AM
To: Mark Boyds; Bradley R. Bearden
Subject: Fwd: Lakeway radio

They can have the EMS template and talkgroups

Jasper Brown
Division Chief

Begin forwarded message:

From: "Shamard, James" <James.Shamard@austintexas.gov>
Date: March 29, 2012 9:05:28 AM CDT
To: "Brown, Jasper" <Jasper.Brown@austintexas.gov>
Subject: FW: Lakeway radio

From: Boyds, Mark [<mailto:Mark.Boyds@austintexas.gov>]
Sent: Thursday, March 29, 2012 08:46
To: Shamard, James
Cc: Bearden, Brad [TCES]
Subject: Lakeway radio

James,
I have cc'd Brad Bearden on this email. Please let him know what talkgroups or templates are approved for Lakeway.

Thanks,
Mark Boyds
Technical Services Manager / Shop Operations
Wireless Communication Services Division
City of Austin
1006 Smith Rd.
Austin, TX 78721
(512)927-3219 office (512)802-7189 pager (512)750-8081 cell
mark.boyds@austintexas.gov

INTERLOCAL COOPERATION AGREEMENT
FOR USE OF THE REGIONAL RADIO SYSTEM

BY VILLAGE OF THE HILLS

This Agreement is made by the following parties:

Travis County, a political subdivision of Texas ("County") and

Village of The Hills, a Type-B General Law municipality located within Travis County, Texas, ("RRS Associate").

RECITALS

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

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

Village of The Hills, as a political subdivision of Texas, is eligible under FCC rules and regulations to use licensed frequencies of the Regional Radio System.

The purpose of this Interlocal Cooperation Agreement for Use of the Regional Radio System ("RRS Associate Agreement") is to provide the RRS Associate access to and use of the Regional Radio System through Travis County sponsorship.

County has complied with the requirements of the Operations Agreement related to the entering into this Interlocal Cooperation Agreement for Use of the Regional Radio System with RRS Associate.

Both County and RRS Associate are authorized pursuant to TEX. GOV'T CODE ANN., ch. 791, to enter into an Interlocal Cooperation Agreement for the purpose described in this agreement.

AGREEMENT

NOW, THEREFORE, County and RRS Associate agree to the following terms and conditions:

1 **TERM**

1.1 Contingent Term. This agreement is contingent upon both the continuation of the Operations Agreement and County's continued right to use the Regional Radio System under the Operations Agreement. If County is no longer eligible to use the Regional Radio System for any reason, this agreement is automatically terminated.

1.2 Initial Term. This agreement commences on July 1, 2012, or the date on which it is signed by the last party to sign it, whichever is later. This agreement continues in force until the earlier of September 30, 2012, or the occurrence of one of the contingencies that automatically terminate this agreement.

1.3 Automatic Renewal. If neither of the contingencies in 1.1 has occurred, this agreement automatically renews on October 1, 2012 for a term of one (1) year unless either this agreement is terminated sooner pursuant to 10.0 or one of the contingencies in 1.1 occurs. If neither of the contingencies in 1.1 has occurred, this agreement automatically renews for terms of one (1) year each year after that unless either this agreement is terminated sooner pursuant to 10.0 or one of the contingencies in 1.1 occurs.

2 **RRS ASSOCIATE RESPONSIBILITIES**

2.1 Access Authorization. RRS Associate is authorized to access and use the type and quantity of Subscriber Equipment described in Attachment A on the Regional Radio System. RRS Associate shall not use any additional equipment on the Regional Radio System.

2.2 Annual Payment. On or before October 30 of each year, RRS Associate shall pay County the annual amount due for that County Fiscal Year based on the number and type of Subscriber Equipment authorized in Attachment A. RRS Associate has the discretion to request an amendment to Attachment A during a County Fiscal Year to reduce or add Subscriber Equipment. RRS Associate shall pay County the amount due for the remainder of that County Fiscal Year for the addition or reduction of Subscriber Equipment authorized by the amendment of Attachment A based on the monthly rates.

2.3 Limit on Use. RRS Associate is subject to any limitations or restraints on its usage of the Regional Radio System that apply to County.

2.4 Purchase of Equipment. Except as provided in Attachment A, RRS Associate will provide its own Subscriber Equipment, via purchase or loan arrangement, to be used on the Regional Radio System. The selection and specifications for this Subscriber Equipment must be

coordinated with the RRS Program Manager so that all Subscriber Equipment is compatible with the Regional Radio System.

2.5 Etiquette. RRS Associate shall ensure that the persons it authorizes to use its Subscriber Equipment are trained in the proper use and etiquette for two-way radio communication, in accordance with policies, procedures, and guidelines established by the RRS Operating Board.

2.6 Compliance with Agreement. When using the Regional Radio System, RRS Associate shall abide by all policies, procedures, and guidelines established by the RRS Operating Board, within 10 days after these are provided, and the terms and conditions of this agreement.

2.7 Compliance with Standard Operating Conditions and FCC. RRS Associate shall use the Regional Radio System in a manner consistent with the Standard Operating Procedures established by the RRS Operating Board within 10 days after RRS Associate is provided with these or any change in them, and in compliance with applicable Federal Communications Commission regulations and rules.

2.8 Programming of Equipment. RRS Associate shall ensure that programming for its Subscriber Equipment in use on the Regional Radio System is consistent with the Standard Operating Procedures established by the RRS Operating Board. RRS Associate shall pay for its own programming costs.

2.9 FCC Violations. If there is any actual or alleged violation of any FCC rule or regulation as a result of any Subscriber Equipment used by RRS Associate, RRS Associate shall reimburse the RRS Party that is the holder of an FCC license for all costs arising from the actual or alleged violation, including costs and attorneys fees for defense against the allegation as well as fines and penalties incurred.

2.10 Improvements Point of Contact. RRS Associate shall use County as its primary point of contact for requests for Regional Radio System improvements.

2.11 Operations Point of Contact. When addressing problems, and seeking answers to operations questions, RRS Associate shall use the RRS Program Manager as its primary point of contact. RRS Associate shall work with the RRS Program Manager in a good faith effort to help resolve problems.

2.12 System Development. RRS Associate is encouraged to use and improve the interoperable capabilities of the Regional Radio System and to provide input to the RRS Program Manager on the day-to-day operations of the Regional Radio System and on the development of Regional Radio System standard operating policies and procedures.

2.13 Current Revenue Payments. RRS Associate shall pay for all costs incurred pursuant

to this agreement from current revenue funds.

2.14 Access to Reports, Records, and Facilities. RRS Associate shall provide County with full access to all records and reports about the Regional Radio System that are in its possession.

2.15 Compliance with Laws. RRS Associate shall comply with all applicable laws, rules and regulations in the performance of this agreement.

3 COUNTY RESPONSIBILITIES

3.1 Notice of Limitations. County shall provide RRS Associate with a statement by telephone, radio, or electronic means of any limitations or restraints on the County's usage of the Regional Radio System as soon as reasonably practicable after the County receives notice.

3.2 Copies of Procedures. County shall provide RRS Associate with copies of all policies, procedures, and guidelines established by the RRS Operating Board, including the Standard Operating Procedures.

3.3 Notice of Violation. County shall notify RRS Associate if it becomes aware of any actual or alleged violation of any FCC rule or regulation as a result of any Subscriber Equipment that is used by RRS Associate or by any person associated with RRS Associate.

3.4 Amendment Requests. County shall not unreasonably withhold approval of a request to amend this agreement to add or remove Subscriber Equipment if any of the system capacity that County originally intended for use by Emergency Services Districts and other local governments within Travis County is uncommitted and available within its share of the RRS.

3.5 Improvement Requests. County shall assist RRS Associate in relation to any reasonable requests for Regional Radio System improvements and in its relationship with the RRS Program Manger if needed.

3.6 Operations Requests. County shall help RRS Associate to resolve problems with the RRS Program Manager, including presenting RRS Associate's concerns through the dispute resolution process described in 19.0 of the Operations Agreement if necessary.

3.7 Rates. County shall set the rates to be stated in Attachment A based on the operating costs of providing RRS Associate access to the RRS, including the annual cost of operations and maintenance of the RRS. County will provide RRS Associate with a copy of the proposed budget prepared in compliance with the Operations Agreement and the proposed rates to be stated in Attachment A for the next County fiscal year by June 1 of each year.

3.8 Annual Invoice. County shall annually invoice RRS Associate for the amount due for each County Fiscal Year based on the number and type of Subscriber Equipment authorized in

Attachment A and the rates in Attachment A. The invoice shall include a current copy of Attachment A, the County Fiscal Year covered by the invoice, the per-unit amount to be paid, and the total amount to be paid.

3.9 Payments Under Operations Agreement. For any portion of a County Fiscal Year for which County has invoiced RRS Associate for services under this Agreement and RRS Associate has paid the invoice in full, County shall pay all amounts due by it under the Operations Agreement.

3.10 Current Revenue Payments. County shall pay for all costs incurred pursuant to this agreement from current revenue funds.

3.11 Access to Reports, Records, and Facilities. County shall provide RRS Associate with full access to all records and reports about the Regional Radio System that are in its possession or are available to County under the Operations Agreement, unless the law specifically prohibits disclosure. Members of RRS Associate's governing body or their representatives have the right to inspect any equipment or facilities of the Regional Radio System in the company of the RRS Program Manager, under any reasonable circumstances.

3.12 Notice of Actions under sections 14-16 of Operations Agreement. If County gives notice under sections 14-16 of the Operations Agreement, within five business days after giving notice, County shall notify RRS Associate that it has provided notice under these sections and what the effective date stated in that notice is.

3.13 Compliance with Laws. County shall comply with all applicable laws, rules and regulations in the performance of this agreement.

4 **LIABILITY**

4.1 County is not liable for and RRS Associate assumes full risk of any claims, damages or attorney's fees of every kind for injury to or death of any person and for damages to or loss of property arising in whole or in part, directly or indirectly as a result of this agreement or the operations of the RRS Associate under this agreement.

5 **RETENTION, ACCESSIBILITY AND AUDIT OF RECORDS**

5.1 RRS Associate Retention. RRS Associate shall maintain all records and documentation for all Subscriber Equipment to be used on the Regional Radio System in a readily available state and location for three (3) years after the agreement term in which RRS Associate stopped using that unit of Subscriber Equipment in the Regional Radio System.

5.2 County Access. RRS Associate shall give County, or its duly authorized representatives, access to and the right to examine all records, and other papers related to Subscriber Equipment used on the Regional Radio System, at reasonable times and for reasonable

periods. These rights to access continue as long as these records are retained by RRS Associate.

6. LIMIT ON AGENTS

6.1 No agent, official, employee, or representative of County has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the Commissioners Court. No agent, official, employee or representative of RRS Associate has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the RRS Associate's governing body. See section 14.2 for amendments of Attachment A.

7 COUNTY RIGHT TO CONTRACT: OTHER ENTITIES

7.1 County may contract with other entities to provide access to and use of the Regional Radio System throughout Travis County and any additional area that becomes part of the Regional Radio System if these contracts do not reduce the level of access provided to RRS Associate under this contract that is in effect when County enters into the contract with the other entity. All proceeds to County that may arise from other agreements inure to the benefit of County.

7.2 If County contracts with other entities to provide access to and use of the Regional Radio System, County shall protect RRS Associate's rights under this Agreement to use the Regional Radio System by County's enforcing compliance by the other entities with any requirements of the Agreement breach of which would constitute a breach by County under the Operations Agreement.

8 BREACH

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

9 MEDIATION

9.1 When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator such as the Dispute Resolution Center of Austin, Texas, or a person appointed by a court of competent jurisdiction, for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., §154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., §154.073, unless both parties agree, in writing, to waive the confidentiality.

10 SUSPENSION AND TERMINATION

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

- 10.1.1 Alleged violation of FCC rules and regulations,
- 10.1.2 Individual or repeated violations of the RRS Standard Operating Procedures, or
- 10.1.3 Use of the Regional Radio System that is determined to be inappropriate by the RRS Governing Board.

10.2 County Termination. County has the right to terminate this agreement, in whole or in part, for one or more of the following reasons at any time in compliance with 10.3:

- 10.2.1. RRS Associate fails to cease and desist violations of FCC rules or regulations,
- 10.2.2. RRS Associate has violated the RRS Standard Operating Procedures one or more times,
- 10.2.3. RRS Associate has used the RRS in a manner that is determined to be inappropriate by the RRS Governing Board.
- 10.2.4 RRS Associate has failed to comply with any term or condition of this agreement,
- 10.2.5 RRS Associate is unable to conform to changes required by federal, state or local laws or regulations related to performance under this agreement, or
- 10.2.6 County has failed to appropriate sufficient funds to provide to continue its participation in the Regional Radio System.

10.3 Procedure. Within one Business Day after suspension, County must provide the RRS Associate with a statement of the grounds for suspension in writing. RRS Associate may resume access to and use of the Regional Radio System if RRS Associate cures the breach and establishes procedures to prevent a recurrence to the satisfaction of the County within twenty (20) days after receipt of this statement. At least twenty (20) days before the effective date of termination, County must notify RRS Associate in compliance with 15.01 of the decision to terminate this agreement, the existence and nature of the breach, the effective date of termination and, in the case of partial termination, the portion of the agreement to be terminated. RRS Associate may avoid termination of this agreement pursuant to 10.2 and 10.3 if RRS Associate cures the

breach to the satisfaction of the County within twenty (20) days of receipt of this notice. This time to cure may be extended, at the sole discretion of County, as long as the RRS Associate diligently continues to work toward completion of the cure. If the breach is not cured to the satisfaction of County prior to the effective date of termination or any extension of the date allowed by County in writing, the RRS Associate is in default and the participation of the RRS Associate is automatically terminated on that date.

10.4 RRS Associate Termination. RRS Associate may terminate this agreement, in whole or in part, at any time for any of the following reasons in compliance with 10.5:

10.4.1 County has failed to comply with any term or condition of this agreement, or

10.4.2 County is unable to conform to changes required by federal, state or local laws or regulations related to performance under this agreement.

10.4.3 RRS Associate has failed to appropriate sufficient funds to pay the amounts due under this agreement for any fiscal year after the initial term.

10.5 Procedure. At least twenty (20) days before the date of termination, RRS Associate must notify County in compliance with 15.1 of the decision to terminate this agreement, the reasons for termination, the effective date of termination and in the case of a partial termination, the portion of the agreement to be terminated. County may avoid termination of this agreement pursuant to 10.4.1 or 10.4.2 if County corrects the causes of the reasons for termination stated in the notice to the satisfaction of the RRS Associate prior to the effective date of termination.

10.6 Mutual Termination. Either party has the right to terminate this agreement, in whole or in part, when both parties agree, in writing, that the continuation of the activities under this agreement would not produce beneficial results commensurate with the further expenditure of funds and what conditions of termination will apply, including the effective date of termination and, in case of partial termination, the portion of the agreement to be terminated.

10.7 Right Surviving Termination. If either party terminates this agreement, RRS Associate shall pay the amounts outstanding to County in compliance with this agreement within 30 days after the effective date of termination.

10.8 Survival of Provisions. If this agreement is terminated, the terms about payments survive the termination until each amount due is paid.

11 NON-WAIVER AND RESRVATION OF REMEDIES

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

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

12 ENTIRE AGREEMENT

12.1 Attachment. Attachment A -- Equipment and Rate Schedule is made a part of this contract and constitutes promised performances by RRS Associate under this agreement.

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

13 ASSIGNABILITY

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

14 AMENDMENTS

14.1 Amendment of Agreement. Any change to the provisions of this Agreement, except for changes to Attachment A, must be made in writing and signed by both parties: County and RRS Associate. It is acknowledged by RRS Associate that no officer, agency, employee or representative of County has any authority to change the provisions of this agreement unless expressly granted that authority by Commissioners Court.

14.2 Amendment of Attachment A. County may amend the rates stated in Attachment A by sending a notice of rate change in compliance with 15.01 to RRS Associate at least sixty (60) days before the beginning of the next County Fiscal Year. If RRS Associate does not send a notice

in compliance with 15.01 stating that the change is unacceptable before its effective date, RRS Associate shall accept the rates stated in the notice of rate change and shall pay those rates for the next County Fiscal Year. If RRS Associate sends a notice that the change is unacceptable, RRS Associate shall not use its Subscriber Equipment on the Regional Radio System after the beginning of the next County Fiscal Year unless County and RRS Associate have agreed in writing to the rates applicable to it for the next County Fiscal Year. County may amend the number and types of units stated in Attachment A if RRS Associate has requested a change in writing and that change is acceptable to County.

14.3 Amendment to Include Infrastructure Costs in Payments. The parties acknowledge that, at the beginning of this agreement, they do not intend to include initial system infrastructure costs in the costs payable by RRS Associate. If circumstances change and one or both parties consider it appropriate for RRS Associate to share in initial system infrastructure costs, the parties shall amend this agreement to reflect the changes in this agreement necessary to accommodate this cost sharing.

14.4 RRS Associate Request. RRS Associate must submit all requests for changes to this agreement to the County Executive of Emergency Services. The County Executive of Emergency Services must present the RRS Associate's requests to Commissioners Court for consideration.

14.5 County Request. County must submit all requests for changes to this agreement to the Village Administrator. The Village Administrator must present County's requests to the Village Board of Aldermen for consideration.

15 NOTICES

15.1 Method of Notice. Any notice required or permitted to be given under this agreement by one party to the other must be in writing and must be given and is deemed to have been given immediately if delivered in person to the address set forth in 15.2 or 15.3 for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified in 15.2 or 15.3.

15.2 Address of County. The address of County for all purposes under this agreement and for all notices hereunder must be:

Cyd Grimes, C.P.M. (or her successor)
Travis County Purchasing Agent
P. O. Box 1748
Austin, Texas 78767-1748

And

Danny Hobby (or his successor)
County Executive of Emergency Services
P. O. Box 1748
Austin, Texas 78767-1748

15.3 Address of RRS Associate. The address of the RRS Associate for all purposes under this agreement and for all notices hereunder must be:

Dan Roark (or his successor)
Village Administrator
The Hills, Texas 78738

15.4 Change of Address. Each party may change the address for notice to it by giving notice of the change in accordance with the provisions of 15.1.

16 INTERPRETATION OF CONTRACT

16.1 Third Party Rights Not Created. This agreement is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor RRS Associate is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

16.2 Law. This agreement is governed by the laws of Texas and is performable in Travis County, Texas.

16.3 Severability. If any portion of this agreement is ruled invalid by a court of competent jurisdiction, the remainder of the agreement must be construed as if that portion was not included in the agreement and the remainder must remain valid and binding.

16.4 Definitions. In this Agreement,

16.4.1 Business Day. "Business Day" means Monday through Friday unless County has designated one of these days as a County holiday.

16.4.2 Commissioners Court. "Commissioners Court" means the Travis County Commissioners Court.

16.4.3 County Fiscal Year. "County Fiscal Year" means the Travis County fiscal year which commences October 1 and ends September 30 of the following calendar year.

16.4.4 Day "Day" means calendar day.

16.4.5 FCC "FCC" means the Federal Communications Commission.

16.4.6 Regional Radio System or RRS "Regional Radio System" or "RRS" means the Regional Radio System, which serves public-safety and public-service within Austin, Travis County, and other parts of Texas, implemented by the City of Austin, Travis County, Austin ISD, Capital Metropolitan Transportation Authority, The University of Texas at Austin and the Texas Legislative Council and House of Representatives through the RRS Implementation Agreement.

16.4.7 RRS Governing Board "RRS Governing Board" means the Governing Board created and regulated by the Operations Agreement.

16.4.8 RRS Operating Board. "RRS Operating Board" means the Operating Board created and regulated by the Operations Agreement.

16.4.9 RRS Party. "RRS Party" means any entity that is a party to the Interlocal Agreement for Operations and Maintenance of the Regional Radio System.

16.4.10 RRS Program Manager "RRS Program Manager" means the Party to the Operations Agreement designated to oversee the day to day operation and management of the Regional Radio System and the staff of the Party designated to perform those duties.

16.4.11 Subscriber Equipment "Subscriber Equipment" means the portable radios, mobile radios, control station radios and radio consoles operated by RRS Associate as part of the Regional Radio System.

16.5 Computation of Time. When any period of time is stated in this agreement, the time must be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees, these days must be omitted from the computation.

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

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

17 **LEGAL AUTHORITY**

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

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

18 **DUPLICATE ORIGINALS**


18.1 This document is executed in duplicate originals.

TRAVIS COUNTY

By: _____
Samuel T. Biscoe, County Judge
Travis County, Texas

Date: _____

VILLAGE OF THE HILLS

By: 
Dan Roark, Village Administrator
Village of The Hills, Texas

Date: June 5 2012

**Travis County RRS Associate
Interlocal Cooperation Agreement**

Village of The Hills, Texas

Attachment A -- Equipment and Rate Schedule for Fiscal Year 2012

Loan of Subscriber Equipment. In this Attachment A, "Services" means the assistance and support provided by RRS Associate's volunteer Emergency Management Coordinator in the Village of The Hills and as liaison to the Travis County Emergency Management Coordinator that are related to the safety and security of RRS Associate and County. In consideration of the Services and without additional rental expense, County is allowing RRS Associate to have possession of the following Subscriber Equipment for as long as its volunteer Emergency Management Coordinator continues to provide Services:

One Motorola XTS 2500 Model II Portable Two-Way Radio
 RRS ID 17327
 County Asset Tag 111918
 Serial Number 205CDG0377 (Mod H46UCF9PW6AN)

Care of Subscriber Equipment. As long as this Subscriber Equipment is in RRS Associate's possession, RRS Associate shall be responsible for all maintenance, repair, and unit operation costs associated with Subscriber Equipment. This includes programming, the cost of accessories, and repair when necessary, even up to replacement of the Subscriber Equipment if it is lost or becomes sufficiently damaged that replacement is recommended instead of repair.

Return of Subscriber Equipment. If its volunteer Emergency Management Coordinator stops providing Services, RRS Associate shall return the Subscriber Equipment to County within thirty (30) days after the Services cease.

The per-unit rate and Subscriber Equipment authorized under section 2.1 of this Agreement includes the following:

Cost Category	Equipment Type	Quantity	Monthly Rate	Total Annually
RRS Associate Charge	Motorola XTL-2500 Mobile	0	\$25.32	\$0.00
	Motorola XTS-2500 Portable	1	\$25.32	\$303.84
	Total FY Subscriber(s)	1		\$303.84
			FY Total	\$303.84

Annual Amount for October 1, 2011, through September 30, 2012: \$303.84.

Total amount billed and due for period of July 1, 2012, through September 30, 2012 (Three Months):
\$75.96

**Payment One of One (Three Months) for FY-2012 is currently due:
\$75.96**