



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 23, 2014

**Prepared By/Phone Number:** Michael Long 854 4850; Marvin Brice 854 9765

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Interlocal Agreement with Washington County for Brazos Valley Wide Area Communications System (BVWACS)

- **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.

Approval of this Interlocal Agreement will allow STARflight aircraft and crews to talk directly with public safety agencies on their systems.

BVWACS is similar to the counties regional radio system in that it allows outside agencies to use their system when it enhances public safety and medical response in their areas.

- **Contract Expenditures:** Within the last \_\_\_ months \$0.00 has been spent against this contract/requirement.

- **Contract-Related Information:**

Award Amount: \$1,643.31

Contract Type: Interlocal Agreement

Contract Period: 9/23/2014 – 12/31/2014

- **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations: N/A**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

➤ **Funding Information:**

SAP Shopping Cart #: N/A

Funding Account(s): 1590060001

Comments: Funds Reservation No. 300001318



Travis County  
**STAR Flight**



7800 Old Manor Road  
Austin, TX 78724  
[www.starflightrescue.org](http://www.starflightrescue.org)

Dispatch 1-800-531-STAR  
Administration (512) 854-6464  
Fax (512) 854-6466

**To:** Travis County Commissioners Court  
**Through:** Danny Hobby, County Executive, Emergency Services  
**From:** Casey Ping, Program Director, **STAR Flight**  
**Date:** August 25, 2014  
**Subject:** Brazos Valley Radio User Interlocal Agreement

**STAR Flight** management staff recommends that Travis County (referred to as "Associate Party" in the Agreement) enter into an interlocal agreement with Washington County (referred to as "BVWACS Partner" in the Agreement) to allow **STAR Flight** aircraft and crews to talk directly with public safety agencies on their system. Brazos Valley Wide Area Communications System (BVWACS) is similar to our Regional Radio System in that it allows outside agencies to use their system when it enhances public safety and medical response in their areas.

The user cost per agency is figured out by a formula based on total annual maintenance expenses, total radio count and local overhead cost. For this Agreement the annual cost will \$1,643.31. See attached Agreement. **STAR Flight** has sufficient funding to cover this expense in its operating budget.

Please let me know if additional information or assistance is needed in this matter.

INTERLOCAL AGREEMENT  
BETWEEN ASSOCIATE PARTY AND BVWACS PARTNER  
FOR BVWACS PARTNER TO SPONSOR ASSOCIATE PARTY AS A BVWACS  
ASSOCIATE PURSUANT TO FIRST RESTATEMENT OF THE INTERLOCAL  
AGREEMENT FOR THE CONSTRUCTION, IMPLEMENTATION, OPERATION AND  
MAINTENANCE OF THE BRAZOS VALLEY WIDE AREA COMMUNICATIONS  
SYSTEM (BVWACS)

WHEREAS, this Interlocal Agreement is entered into by and between the following parties: Travis County, Texas a political subdivision of the State of Texas, hereinafter referred to as ASSOCIATE PARTY and Washington County, Texas, a political subdivision of the State of Texas, hereinafter referred to as BVWACS PARTNER.

WHEREAS, ASSOCIATE PARTY and BVWACS PARTNER desire to enter into this Interlocal Agreement pursuant to Section 10 – BVWACS Associates of the First Restatement of the Interlocal Agreement for the Construction, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System (BVWACS Agreement),

WHEREAS, ASSOCIATE PARTY and BVWACS PARTNER are authorized to enter into this Agreement in all respects by Texas Government Code, Chapter 791,

WHEREAS, ASSOCIATE PARTY and BVWACS PARTNER each hereby find that it would be mutually advantageous for BVWACS PARTNER to sponsor ASSOCIATE PARTY as a BVWACS associate and allow ASSOCIATE PARTY to utilize a portion of its share of BVWACS capacity that is unused by BVWACS PARTNER.

NOW THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, ASSOCIATE PARTY and BVWACS PARTNER agree as follows:

### 1.0 Purpose

The purpose of this Agreement is to provide ASSOCIATE PARTY use of infrastructure under the BVWACS Agreement to utilize its own radios for public safety purposes. This includes EOC operations as seen fit by current EOC Management.

### 2.0 Terms

- A. BVWACS PARTNER agrees to sponsor ASSOCIATE PARTY as a BVWACS Associate under the BVWACS Interlocal Agreement.
- B. BVWACS PARTNER agrees to allow ASSOCIATE PARTY to utilize their public safety radios under BVWACS PARTNER's share of capacity it owns under the BVWACS agreement.

- C. ASSOCIATE PARTY guarantees BVWACS PARTNER that any radio used under this agreement is eligible to be used under the BVWACS licensed radio frequencies by all FCC rules, regulations and practices.
- D. ASSOCIATE PARTY will pay BVWACS PARTNER as laid out in Exhibit "A" based on the current number of radios needed by ASSOCIATE PARTY. If the number of radios needed by ASSOCIATE PARTY changes, ASSOCIATE PARTY must notify BVWACS PARTNER before utilizing any extra radios and cost will be adjusted annually based on the formula used in Exhibit "A." BVWACS PARTNER will invoice ASSOCIATE PARTY annually and payment shall be made within thirty (30) days.
- E. ASSOCIATE PARTY will continue to own and maintain its own subscriber equipment.
- F. ASSOCIATE PARTY and BVWACS PARTNER agree to abide by the BVWACS Associate Standard Terms and Conditions described in Exhibit "B."

### 3.0 Breach

The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of its Agreement. Any breach of this agreement by ASSOCIATE PARTY must be cured within ten (10) days of notice of the Breach or the agreement will be terminated.

### 4.0 Waiver

The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the party not in breach of this Agreement.

### 5.0 Term, Renewal

This Agreement shall be effective immediately upon the approval of this Agreement by both parties until December 31, 2014. Thereafter this Agreement shall be effective for a period of one (1) year beginning on January of each year, and shall automatically renew for a subsequent one (1) year period each year, unless either Party terminates this Agreement by giving notice in the manner provided herein to the other Party at least sixty (60) days prior to the end of the then current term.

### 6.0 Texas Law to Apply

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Washington County, Texas.

### 7.0 Notice

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices to ASSOCIATE PARTY sent pursuant to this Agreement shall be delivered or sent to the following address:

Travis County  
ASSOCIATE PARTY

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

Notices to BVWACS PARTNER sent pursuant to the Agreement shall be delivered or sent to the following address:

County Judge  
Washington County Courthouse  
100 East Main Street, Suite 104  
Brenham, Texas 77833

When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to all other parties.

#### **8.0 Current Revenue**

ASSOCIATE PARTY shall pay for services rendered by BVWACS PARTNER, pursuant to this Agreement, from current revenue funds.

#### **9.0 Legal Construction; Headings**

The document and paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the document, paragraphs, or the terms and conditions of this Agreement.

#### **10.0 Invalidity**

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

#### **11.0 Assignment**

Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party.

**12.0 Entire Agreement**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respects to the subject matter hereof and contains all of the covenants and agreements between the patties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the parties. No official, representative, agent or employee of ASSOCIATE PARTY, has any authority to modify this Agreement except pursuant to express authority to do so granted by the Commissioners Court of Travis County, Texas. No official, representative, agent or employee of BVWACS PARTNER, has any authority to modify this Agreement except pursuant to express authority to do so granted by the Commissioners Court of Washington County, Texas.

**13.0 Gender**

Words of gender used in this Agreement shall be held and construed to include any other gender or words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

**14.0 Attorney's Fees**

If any action is brought to enforce, construe or determine the validity of any term or provision of this Agreement (whether at the trial court level or any appeal therefrom), the prevailing party shall be entitled to reasonable attorney's fees and costs of the action.

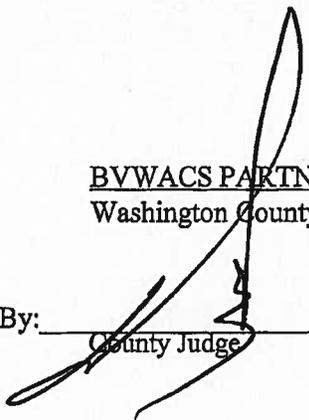
IN WITNESS WHEREOF, ASSOCIATE PARTY and BVWACS PARTNER have entered into this Agreement on this the \_\_\_ day of \_\_\_\_, 20\_\_.

ASSOCIATE PARTY  
Travis County, Texas

BVWACS PARTNER  
Washington County, Texas

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

By: \_\_\_\_\_  
County Judge



**Exhibit A – Payment Terms Formula For Calculating Annual Radio Cost**

COG annual maintenance cost + County annual maintenance = Total Annual Expense.

Divide the annual expense by the total number of radios to get cost per radio per year.

Multiply the cost per radio per year by 20% to get total annual cost per radio.

Travis County *STAR Flight* Radio(s)

COG Maintenance	\$	114,496.00
City//County Maintenance	\$	16,695.00
<b>Total Annual Expenses</b>	<b>\$</b>	<b>131,191.00</b>

Total Annual Expenses \$ 131,191.00

Total Radio Count\* 479

Cost per Radio per Year \$ 273.89

\*(includes all associate member radios -USACE, BLINN, BVRAC and 5 radios for Travis County)

Cost per Radio per Year \$ 273.89

Local overhead cost 20%

**Total Annual Cost per Radio \$ 328.66**

Total Annual Cost per Radio 328.66

Number of New Radios (Travis County) 5

**Travis County Annual Total \$ 1,643.31**

\$328.66	Annual Cost per Radio
12	Month
<b>\$ 27.39</b>	<b>per month per radio cost</b>

**Travis County *STAR Flight* \$ 1,643.31**

## **Exhibit B - BVWACS Associate Standard Terms and Conditions**

When using the Brazos Valley Wide Area Communications System ("BVWACS"), BVWACS Associate shall abide by all policies, procedures and guidelines established by the BVWACS Operating Board, the BVWACS Governing Board, and the terms and conditions of this BVWACS Associate Interlocal Cooperation Agreement

BVWACS Associate shall use the BVWACS in a manner consistent with the Standard Operating Procedures established by the BVWACS Operating Board and in compliance with applicable Federal Communications Commission ("FCC") regulations and rules.

BVWACS Associate is encouraged to use and improve the interoperation capabilities of the BVWACS and to provide input to the BVWACS Managing Entity on the day-to-day operations of the BVWACS and development of BVWACS standard operating policies and procedures.

BVWACS Associate shall utilize its sponsoring BVWACS Party as its primary point of contact for requests for BVWACS Improvements.

BVWACS Associate shall utilize the BVWACS Managing Entity as its primary point of contact when dealing with problems, or to answer questions. BVWACS Associate shall work in good faith with the BVWACS Managing Entity to help resolve problems.

BVWACS Associate shall purchase and provide its own subscriber radios and equipment to be used on the BVWACS. The selection and specifications for these radios and equipment must be coordinated with the BVWACS Managing Entity so that all radios and equipment purchased are compatible with the BVWACS.

BVWACS Associate has no right to use the BVWACS if the BVWACS Party entering into this BVWACS Associate Interlocal Cooperation Agreement with it is no longer eligible to use the BVWACS.

BVWACS Associate is subject to any limitations or restraints on its usage of BVWACS that apply to the BVWACS Party entering into this BVWACS Associate Interlocal Cooperation Agreement.

The current term of this BVWACS Associate Interlocal Cooperation Agreement shall not exceed the current term of the Interlocal Agreement for Construction, Acquisition, Implementation, Operations and Maintenance of a Wide Area Communications System.

Upon thirty (30) days written notice that specifies the existence and nature of the default, the BVWACS Party sponsoring the BVWACS Associate may automatically terminate the participation of BVWACS Associate. Default results from failure to comply with the BVWACS Associate Interlocal Cooperation Agreement, including:

1. Violation of FCC rules and regulations;
2. Individual or repeated violations of the BVWACS Standard Operating Procedures; or
3. Use of the BVWACS that is determined to be inappropriate by the Governing Board.

BVWACS Associate may avoid termination if the default is cured within thirty (30) days. If the BVWACS Associate begins to cure the default within the thirty (30) day period, the time to cure may be extended, at the sole discretion of the sponsoring BVWACS Party, for as long as the BVWACS Associate diligently continues to work toward completion of the cure.

BVWACS Associate shall ensure that the persons it authorizes to use its radios and equipment are trained in the proper use and etiquette for two-way radio communication.

BVWACS Associate shall reimburse the BVWACS Party that is the holder of an FCC license if there is any actual or alleged violation of any FCC rule or regulation as a result of any radios or equipment that is owned by BVWACS Associate or used by any person associated with BVWACS Associate for all costs arising from the actual or alleged violation, including costs and attorney's fees for defense against the allegation as well as fines and penalties incurred.