

AGENDA ITEM 46

Consider approving CWICS Interlocal Agreement.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve CWICS Interlocal Agreement.

Vote: 3 - 0

< Attachment >

COMMUNICATIONS SYSTEM INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT for a radio communications system is made and entered into effective this _____, by and between WILLIAMSON COUNTY; the CITY OF GEORGETOWN; the CITY OF CEDAR PARK; and the CITY OF ROUND ROCK; all of which are political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, the Texas Codes Annotated, Chapter 791, the Texas Interlocal Cooperation Contracts provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, each of the parties hereto requires a radio communications system with the capability of communicating within the Williamson County, Texas, area on a regular basis; and

WHEREAS, all parties continue to incur considerable costs in maintaining radio communications systems for their daily use; and

WHEREAS, the parties desire to share in the design and establishment of a county-wide integrated radio communications system; and

WHEREAS, designated staff members of the parties have met periodically together with designated staff representatives of other political subdivisions located within Williamson County which all share common interests in the development of an integrated radio communications system and have formed the COUNTY WIDE INTERAGENCY COMMUNICATION SYSTEM, herein referred to as "CWICS" consisting of representatives of all participants in this Agreement; and

WHEREAS, the above-mentioned meetings have resulted in agreement on certain areas of common concern, including the need to establish a governing body, administrative procedures, and financing activities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

I. DEFINITIONS:

1. Board - Two (2) representatives and one (1) alternate from each public agency signing this agreement and each Equity Owner. Each representative shall be appointed by the governing body of the respective Party or Equity Owner.
2. CWICS - County Wide Interagency Communication System Organization, which is a group of representatives from the Parties to the Agreement.
3. Equity Owner - any entity other than a Party or a User. Any participant with a population of 5,000 or over, according to the most recent federal census, must be an Equity Owner.

4. ~~Party - the initial signers of this Agreement the parties are WILLIAMSON COUNTY; the CITY OF GEORGETOWN; the CITY OF CEDAR PARK; and the CITY OF ROUND ROCK.~~
5. RF Backup Site - a site located at the Williamson County Maintenance Facility ~~This site will have seven trunking channels that are connected to the Smart Works Controller which will be located at the RF Main Site in Georgetown, Texas.~~
6. RF Main Site - the Georgetown SMR site ~~which shall have ten 100 Watt QUANTA 800 MHZ repeaters. A 14 channel SmartNet Central Controller will be used for systems control. The existing SmartWorks controller and the 5 MSF 5000 repeaters will be relocated to the RF Backup Site. The equipment at the RF Main Site will use the existing antenna system. CWICS will not have to provide an antenna equipment at this site is located at 1058 CR 116, Georgetown, Texas 78626.~~
7. Site Cost - cost of operation and maintenance of equipment for each tower site.
8. System - two RF sites that operate in a main-backup mode. ~~There will be three main dispatch centers with a total of 12 CRT dispatch positions. The System uses the Georgetown SMR site as the main RF Main Site. The RF Backup Site will be located at the Williamson County Maintenance Facility. System does not include mobile or portable radios or mobile or radio phones.~~
9. System Cost - the cost of operation and maintenance of all equipment plus the cost of administration in operating the system generally used every time a two way RF call is made on the system.
10. User - any entity other than a Party or Equity Owner which participates in this agreement. Only entities with a population of 5,000 or under, according to the most recent federal census, may be Users.

II. ORGANIZATION

1. BOARD REPRESENTATION: The business and affairs of CWICS shall be conducted by a board consisting of two (2) representatives and one (1) alternate from each Party signing this Agreement and each Equity Owner. Each representative shall be appointed by the governing body of the respective Party or Equity Owner, with one representative being a member of the Police, Fire, or other public safety department of the governmental agency.

2. MEETINGS: The time and place of regular meetings of the Board shall be determined by the Board, but the Board shall meet not less than once every three months. The chairperson of the Board may also call a meeting whenever he/she deems necessary. If the chairperson is unable or unwilling to call a meeting upon request of a representative of one of the Parties, a meeting may be called by any two Parties to this agreement.
3. QUORUM: A quorum shall exist for the purpose of conducting the business and affairs of CWICS if one or more representative or alternate from each of the Parties that signed this Agreement and one or more representatives or alternates from each Equity Owner are present at a scheduled meeting. Each Party and Equity Owner is entitled to one (1) vote. The vote of the majority of a quorum is necessary for the Board to take any action.
4. OFFICERS: CWICS shall elect a chairperson, a vice chairperson, and a secretary for a one year term. Elections of officers shall be held annually during the first week in October or as soon as possible thereafter.
5. SECRETARY: The secretary shall be responsible for keeping the minutes of all of the meetings of CWICS and all other official records.
6. BOARD RESPONSIBILITY: The Board's primary responsibilities shall be the review, oversight, and operation of all aspects of the System shared by all Parties to this Agreement. The costs, expenses, and responsibilities which are considered to be shared are those incurred for the benefit of all parties to this Agreement and include, but are not limited to, the following:
 - a. Utilities and maintenance of the RF Main and RF Backup Sites.
 - b. Maintenance and repairs of system equipment at the RF Main and RF Backup sites.
 - c. Review of the operations of the system as a whole, and
 - d. Other approved shared costs.
7. JOINT APPROVAL: The following matters involving the operation and cost are subject to joint approval of the Board and each Party (governmental agency) including all items related thereto:

- a. Goals and objectives of the entire communications system
 - b. Operating procedures and policies
 - c. Budgets and expenditures, prepared in a line item format
 - d. Acquisition, possession, leasing, encumbrance, and disposal of personal and real property
 - e. Facilities improvement
 - f. Costs of system hardware and software maintenance
8. BUDGET: Prior to April 1st of each year, the Board shall submit a tentative budget to the respective governmental entities for their approval.
 9. EXPENDITURES AND REIMBURSEMENT: Any expenditures which exceed the annual approved budget of CWICS must be approved by the governing body of each Party to this Agreement. No Party nor CWICS may receive reimbursement for an expenditure unless it receives approval from the governing body of each Party to the Agreement, which approval shall be obtained prior to the acquisition of any equipment or any service.
 10. COST REVIEW: The Board shall review the costs and expenses of operating, maintaining, and repairing the System on a quarterly basis. Upon approval of the Board, these quarterly costs and expenses will be apportioned among the users and CWICS shall invoice each user for their proportionate share of the costs.
 11. PAYMENTS: Payment to CWICS shall be made within thirty (30) days of receipt of invoice.
 12. ADMINISTRATION: The operation and maintenance of CWICS facilities and equipment shall be conducted and/or administered by the Board.
 13. DISPUTE SETTLEMENT: Should any dispute arise between any Parties concerning the terms of this Agreement, the dispute will be presented for resolution to CWICS.
A two-thirds quorum of the above stated CWICS may act to resolve any such issues.
The decisions of CWICS shall be binding on all Parties. If for some reason, a quorum cannot resolve the issue, then the Board will retain a certified mediator to mediate a resolution to the conflict.

III. SYSTEM RADIO CAPACITY

1. ORIGINAL UNITS: The RF Main Site shall include ten (10) repeaters with a minimum of one thousand (1,000) unit allocations.
2. UNIT ALLOCATION: One unit allocation is considered to be either one mobile radio, one hand held portable radio, or one control station. The initial allocation shall each be as follows:

~~City of Georgetown—333 units~~
~~City of Round Rock—333 units~~
~~Williamson County—333 units~~

The allocations will be determined by the CWICS board annually.

Any Party may request the CWICS Board to review the unit allocations based upon the population of the service area and the number of radios needed for basic service. Unit allocations will be revised in this Agreement with each System upgrade.

3. AVAILABLE ALLOCATED UNITS: Should any Party have more unit allocations than is required at that time for their use, any other Party may request and receive on loan an amount up to all available unit allocations without being required to purchase any additional system equipment. At such time as the lending Party requires additional capacity, the borrowing Party shall make the borrowed unit allocations available to the lending Party within ninety (90) days of the notification of the need to increase the System capacity. If no unit allocations are available for loan by any other Party, any Party requiring additional unit allocations and system capacity shall purchase the necessary additional system equipment to increase the system capacity by the required number of additional unit allocations.
4. SYSTEM UPGRADE: When the capacity of the system is increased to meet the needs of one Party, that Party is solely responsible for the cost of acquiring a new frequency and the repeater for that frequency. All other System upgrade costs for shared resources and equipment will be divided equally among the Parties to the Agreement.

IV. OWNERSHIP OF EQUIPMENT

1. EQUIPMENT LIST: Each Party shall retain ownership of any equipment purchased by that Party, even though installed at either the RF Main Site or the

RF Backup Site. A list of all equipment owned by each Party at the signing of this Agreement is attached hereto and incorporated herein as Exhibit "A".

2. ANNUAL LIST: Prior to June 1, each Party shall submit annually to the CWICS Board a list of all separately owned equipment.
3. EQUIPMENT AT SITE: The equipment located at each of the sites shall be shared by all Parties. The CWICS Board shall approve any additional equipment added to the system prior to its purchase and addition to the system.
4. DISPATCH: Dispatch facilities and field user equipment may be co-owned by two or more Parties or purchased and owned separately by any Party.
5. SYSTEM ASSETS: Ownership of any item of equipment acquired for use in the operation of the system shall remain with the Party purchasing such equipment, if purchased solely by that Party. If purchased with joint funds of the Parties, ownership shall be divided among the purchasing Parties in the proportion that each Party contributed toward the purchase.
6. DISPOSITION AT TERMINATION: Upon the withdrawal of any Party, the Party withdrawing shall request the remaining Parties to purchase the withdrawing Party's interest in jointly owned equipment at the rate of the purchase price minus any depreciation and abnormal damage, if any. Should the remaining Parties not wish to purchase the withdrawing Party's interest in any jointly owned equipment, such equipment shall be disposed of as provided in Article 4413 of the Texas Revised Statutes, as amended, and the proceeds divided among the Parties in proportion to their original contribution.

V. MAINTENANCE AND COSTS

1. UNSHARED EQUIPMENT: Each Party to this Agreement shall be solely responsible for the maintenance of their own dispatch facilities, field user equipment, telephone lines, microwave links, long distance phone calls, mobile and portable equipment, etc., or any other such equipment acquired solely for the benefit of the individual Party. If any equipment or other facilities are co-owned by two or more Parties, those Parties shall be solely responsible for agreeing to a procedure for allocating maintenance costs between themselves. Any service other than routine maintenance and repair shall obtain Board approval.

Board approval is not needed for emergency maintenance and repairs.

2. SHARED EQUIPMENT: The recurring monthly costs for the operation and expenses for maintenance of the RF Main Site and the RF Backup Site, equipment, utilities, telephone lines, insurance, or other costs incurred solely for the benefit of all Parties to the Agreement shall be allocated based on the number of field subscriber units owned by each Party. The expenses are summed monthly and then divided by the total number of field subscriber units on the system. The resulting figure is the cost per subscriber unit for the billing period. This cost figure is then multiplied by the number of field subscriber units a Party has on the system for that billing period. This method of allocation shall be reviewed annually by the board of CWICS.
3. LINE ITEM AMOUNTS: All accounts exceeding \$1,000 shall have an appropriate line item justification schedule attached.
4. REVENUES: Any grants or revenues derived from providing service to any other agency or organization shall be applied against the cost and expenses prior to any apportionment.
5. SHARED COSTS: Costs and expenses, if any, which are considered to be shared are those incurred for the benefit of all the Parties including, but not limited to the following:
 - a. utilities and maintenance of the remote communications sites that are deemed to be an integral part of the system
 - b. maintenance of System equipment
 - c. authorized capital expenditure
 - d. repairs to the System, and
 - e. other approved budgeted categories necessary for the operation of the System
6. INDIVIDUAL COSTS: Each Party shall bear its own costs of service of equipment that is incurred solely for the benefit of an individual Party, i.e. telephone lines to individual stations, long distance phone calls, etc.
7. OVERRUNS: Any expenditure which exceeds the annual approved budget must be approved by the Board

subject to the operational guidelines within each Party's jurisdiction.

8. PURCHASE AND CONTRACTS: All matters of acquisition and contracts shall be in accordance with Article 4413(32c) of the Texas Revised Statutes, as amended.
9. REIMBURSEMENTS: No Party may receive reimbursement for an expenditure for the costs unless it receives appropriate approval from the other Parties for that expenditure.

VI. ACCOUNTING

1. BOOKS: Complete books and accounts shall be maintained for CWICS in accordance with generally accepted accounting principles and standards, including compliance with all applicable statutes and regulations. Annual financial reports will be completed by an auditor approved by the Parties.
2. ACCOUNTING REVIEW: An accounting review of all funds and accounts of CWICS related expenses shall be conducted annually. The review must cover the business of CWICS during the full fiscal year, which runs from October 1 to September 30. The audit shall be made by a public accountant certified or registered by a partnership or professional corporation registered under the provisions of Article 1528e of the Texas Revised Statutes, as amended. Such financial audit shall be conducted in accordance with generally accepted auditing standards.

VII. PARTICIPATION BY OTHER GOVERNMENTAL ENTITIES

1. ADDITIONAL USERS: Any governmental entity that desires to become an approved User of the system must apply in writing and receive the approval from the CWICS Board stating the name of the entity, the type of use requested, and the quantity of each type of use. No additional User to the System will have a vote in any decision by the CWICS Board.
2. REQUIRED CAPACITY: Notwithstanding the above, no additional User may be accepted until and unless there is sufficient capacity to add additional radios to the System.
3. COSTS: All additional Users will thereafter be subject to the same shared costs as stated in section V, above.
4. EQUIPMENT UPGRADES: Additional Users participating in this Agreement shall purchase all equipment

needed to upgrade the System as directed by the CWICS board. All additional equipment purchased by Users shall be owned by the Parties.

5. EQUITY BUY IN: Any governmental agency with a population of 5,000 or over, according to the most recent federal census, must participate as an Equity Owner . An Equity Owner to this Agreement will be required to pay an "equity buy-in" fee as set by the Board of CWICS at the time the new agency joins the Agreement. Upon joining the Agreement, the new agency will be subject to the same annual user fee based on allocated field subscriber units used by the agency. The equity buy-in of the System may be based on the current replacement value of the System plus the initial cost of the study and design of the System less any unpaid debt divided by the proportionate capacity that the new agency will use in the System. No refund or rebate of equity buy-in moneys or user fees will be available to the new agency once the new agency has placed radios in use on the System.
6. EQUITY BASIS: Equity basis is total cost of system.
7. ALLOCATION OF BUY-IN FEE: At the time of buy-in by an additional Party, a resulting credit will be included in the periodic billing calculation for the existing Parties.

VIII. DURATION

This Agreement shall be effective on _____ and shall continue in force and _____ effect until _____ and shall continue as a yearly contract until terminated by the Parties as provided in Section IX and X.

IX. TERMINATION

1. RIGHT TO WITHDRAW: Any Party to this Agreement has the right to withdraw from this Agreement by providing express written notice which must be received by the other Parties one hundred eighty (180) days prior to October 1st of each year.
2. JOINT EQUIPMENT: Equipment purchased with joint funds of the Parties shall remain on the site, and the terminating Party shall be reimbursed for its share of the equipment purchased with joint funds. The reimbursement shall be the original cost less depreciation, as determined by an auditor jointly selected by the Board and the Party withdrawing from the Agreement. Should either the terminating Party or the Board dispute the value, the disputing

Party shall, within forty-five (45) days of notice of disagreement to the other Parties, employ an appraiser of its choice who shall determine value through the same means. If the value as determined by the second appraiser is within fifteen percent (15%) of the first appraisal, the cost shall be determined by averaging the two appraisals. If the value difference is greater than fifteen percent (15%), and the parties are unable to negotiate a value, the two appraisers shall select a third appraiser who shall determine value by determining the original cost less depreciation to establish a value. Payment shall be an average of the two lowest appraisals. Reimbursement shall occur within twelve (12) months of the final appraisal determination in any case.

3. SEPARATE EQUIPMENT: The terminating Party may remove any and all of its own separate equipment, unless the removal of the equipment will render the System inoperable. In such case, the Party may not remove the equipment, but shall be reimbursed pursuant to Section IX.2, above.

X. MISCELLANEOUS

1. SEVERABILITY: The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements, and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.
3. CHOICE OF LAW: This Agreement shall be performable in Williamson County, Texas.
4. AMENDMENT: This Agreement may be amended by unanimous vote of the CWICS Board if said proposed Amendment is ratified and approved by the governing body of each Party.
5. ASSIGNMENT: Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written

consent of all the Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.

6. NO PERSONAL BENEFIT: No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.

7. NOTICE: Any notice give hereunder shall be in writing, and may be effected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY:
c/o COUNTY JUDGE
WILLIAMSON COUNTY
710 MAIN STREET
GEORGETOWN, TX 78626

CITY OF GEORGETOWN:
c/o MAYOR
CITY OF GEORGETOWN
600 MAIN STREET
GEORGETOWN, TX

78626

CITY OF ROUND ROCK
c/o MAYOR
CITY OF ROUND ROCK
221 EAST MAIN STREET
ROUND ROCK, TX 78664

CITY OF CEDAR PARK:
c/o MAYOR
CITY OF CEDAR PARK
600 N. BELL
BLVD.
CEDAR PARK, TX
78613

Address for notice may be changed at anytime by delivering written notice of change to the other Parties in accordance with the notice requirements of this section.

8. PARAGRAPH HEADINGS: The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.
9. ATTORNEY FEES: In any lawsuit concerning this Agreement, the prevailing Party/Parties shall be entitled to recover reasonable attorneys fees from the nonprevailing Party/Parties, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.
10. COMPLIANCE WITH APPLICABLE LAWS: The Parties hereby agree to comply with all ordinances laws, rules, regulations and lawful orders of any public

authority. Specifically, nothing in this Agreement is intended to conflict with the City of Georgetown's zoning, franchise or health and safety authority.

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year first above written.

WILLIAMSON COUNTY
Commissioners' Court

ATTEST:

By:

By: *John C. Doerfler* 3-4-03

JOHN DOERFLER, County Judge
BIZZELL, County Clerk
Williamson County, Texas
County, Texas

ELAINE

Williamson

CITY OF ROUND ROCK
City Council

ATTEST:

By:

By:

NYLE MAXWELL , Mayor
Round Rock, Texas
Manager/Secretary Round Rock, Texas

MARTINEZ,

CHRISTINE R.

City

CITY OF GEORGETOWN
City Council

ATTEST:

By:

By:

LEO WOOD, Mayor
Secretary
Georgetown, Texas

SANDRA LEE,

Georgetown
, Texas

CITY OF CEDAR PARK
City Council

ATTEST:

By: _____
By: _____
BOB YOUNG, Mayor LEANN BARNES,
Secretary
Cedar Park, Texas Cedar Park,
Texas

AGENDA ITEM 47

Consider approving Constable Pct. #4 participation in the Texas 1033 Surplus Property Program.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve Constable Pct. #4 participation in the Texas 1033 Surplus Property Program.

Vote: 3 - 0

< Attachment >

**TEXAS 1033 SURPLUS PROPERTY PROGRAM
APPLICATION LETTER**

To: AGTX-CD
Texas 1033 Program
P.O. Box 5218
Austin, TX 787

SUBJECT: Request for Screening Authorization Action

1. Our Agency requests that the personnel noted on the attached Law Enforcement Agency Data Sheet be granted authority to screen for excess federal property as defined in the Defense Authorization Act, 1991, Public Law 104-181 Section 1033, Transfer of Excess Personal Property.
2. We the undersigned understand and agree that failure to comply with the terms of this application is in direct conflict with the intent of this program, and failure on our agency's part to abide by the terms and conditions of the Texas 1033 Program may result in termination from the program and other sanctions including civil or criminal prosecution.
3. We understand and agree that we are responsible for all transportation costs incident to the redistribution or collection of any transferred property. Transferred property must be removed from the Defense Reutilization and Marketing Offices within 14 days, or sooner if so directed by the DRMO. Failure to claim and remove property will result in the redistribution of the property to another agency.
4. We understand and agree that this property is transferred from the Department of Defense (DoD). Transferred property must have a direct application to the LEA's street law enforcement, arrest, and apprehension mission. Transferred property may not be disposed of, sold, bartered or transferred without prior notification, written authorization and instructions from the Texas 1033 Program Office, including instances in which property is no longer serviceable for law enforcement use.
5. We have read and understand, in its entirety, the Texas Military Surplus Property & Procurement Program booklet. We understand and agree to comply with the terms and conditions of the Texas 1033 Program and have signed the Release of Liability Statement.