

AGENDA

CITY OF TAYLOR, TEXAS CITY COUNCIL MEETING CITY HALL, COUNCIL CHAMBERS, 400 PORTER STREET

OCTOBER 14, 2010, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

(The City Council welcomes public comments on items not listed on the agenda. However, the Council cannot respond until the item is posted on a future meeting agenda.)

CONSENT AGENDA

(The Consent Agenda includes non-controversial and routine items that the Council may act on with one single vote. The Mayor or any Council member may pull any item from the Consent Agenda to discuss and act upon individually on the Regular Agenda.)

1. Minutes for September 28, 2010. (Susan Brock)
2. Approve Ordinance 2010-36 setting the rate for the Municipal Drainage Utility System. (Jim Dunaway)
3. Approve Ordinance 2010-37 amending the zoning ordinance regarding the allowable uses within the B2 category. (John Elsdon)
4. Approve Ordinance 2010-39 regarding a request from Mr. Frederico Buentello for a Specific Use Permit for property located at 301 CR 400. (John Elsdon)
5. Approve addendum to property tax abatement agreement with Burrows Cabinets, Inc. (Bob vanTil)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

6. Consider accepting donation of books for the Taylor Public Library from the Williamson County Republican Women. (Jim Dunaway)
7. Proclamation: October is Fire Prevention Month. (Mayor Pro Tem; Chief Ekiss)
8. Consider approving interlocal agreement with Williamson County for emergency communications services. (Chief Ekiss)
9. Consider approving Resolution R10-18 adopting a Council Relations Policy. (Jim Dunaway)
10. Consider appointments to Airport Advisory Board. (Bob vanTil)
11. Executive Session. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, and the authority contained in Section 551.087 to discuss or deliberate regarding commercial and/or financial information on a business prospect that the City of Taylor, Texas, seeks to have locate, stay, or expand in or near the City of Taylor, Texas, and with which the City of Taylor, Texas, is conducting economic development negotiations and/or deliberate the offer of financial or other incentives to the business prospect.
 - Electric Reliability Council of Texas (ERCOT)
12. Consider action from Executive Session.

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act. I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 pm on October 11, 2010 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Daily Press.

Posted By: _____
Susan Brock, City Clerk



***City Council Meeting
October 14, 2010
Agenda Item Transmittal***

Agenda Item #: 1
Agenda Title: Minutes for September 28, 2010.
Council Action: Motion to approve or approve with corrections
Initiating Department: City Management/City Clerk
Staff Contact: Susan Brock, City Clerk

1. INTRODUCTION/PURPOSE

Pursuant to the Open Meetings Law, Chapter 551, Local Government Code and in accordance with the authority contained in Section 551.021 and the City Charter, the "Minutes" of each City Council must be recorded, compiled and approved by the City Council in subsequent meetings. The purpose of this item is to conform to these legal requirements.

2. DESCRIPTION/ JUSTIFICATION

N/A

3. FINANCIAL/BUDGET

N/A

4. RECOMMENDATION

Approve as submitted or amend with changes noted.

5. REFERENCE FILES

1a. Minutes, September 28, 2010

The City Council of the City of Taylor met on September 28, 2010, at City Hall, 400 Porter St., Taylor, Texas. In the absence of Mayor Hortenstine, Mayor Pro Tem McDonald declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Council Member Chris Gonzales
Council Member Don Hill
Council Member Chris Osborn

City Manager, Jim D. Dunaway
Interim Assistant City Manager, Jeff Straub
City Attorney, Ted Hejl
City Clerk, Susan Brock

INVOCATION

Jeff Straub led the group in prayer.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

Mr. Dunaway asked Chief Straub to introduce the recently selected Assistant Chief of Police, Daniel Ramsey. He noted the swearing in ceremony will be held Monday, October 4, at 9:00 am.

CONSENT AGENDA

1. MINUTES FOR SEPTEMBER 9, 2010.
2. APPROVE ORDINANCE 2010-32, REZONING PROPERTY OWNED BY SAM DOWDY, SR.

ORDINANCE 2010-32

AN ORDINANCE CHANGING THE ZONING OF AMANDA'S COMMERCIAL SUBDIVISION, GENERALLY LOCATED AT 3406 WEST SECOND STREET, WILLIAMSON COUNTY TEXAS, FROM LOCAL BUSINESS B-1 AND RURAL AGRICULTURE R/A TO BUSINESS PARK 2, BP-2, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TAYLOR, TEXAS, TO SHOW THE ZONING CHANGES ADOPTED HEREIN; PROVIDING A SAVINGS CLAUSE.

3. APPROVE ORDINANCE 2010-40 BUDGET AMENDMENT.

ORDINANCE 2010-40

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS AMENDING ORDINANCE NO. 2009-25 ADOPTED ON SEPTEMBER 3, 2009, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2009 AND ENDING SEPTEMBER 30, 2010; BY AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND AS WELL AS OTHER FUNDS THAT PROVIDE FOR THE PAYMENT OF OPERATING EXPENSES AND CAPITAL OUTLAY AND BY CHANGING THE AMOUNT APPROPRIATED FOR VARIOUS DEPARTMENTS OF THE CITY.

4. APPROVE ORDINANCE 2010-41 AMENDING FEE SCHEDULE.

ORDINANCE 2010-41

AN ORDINANCE AMENDING ORDINANCE NO. 2009-29 ADOPTED ON SEPTEMBER 22, 2009 BY CHANGING CERTAIN RATES AND OTHER SERVICES PROVIDED BY THE CITY

5. CONCUR WITH PRELIMINARY FINANCIALS FOR JULY, 2010.

Council Member Hill moved to approve the consent agenda as presented and Council Member Gonzales seconded the motion. VOTE: Four voted AYE. Motion passed.

REGULAR AGENDA – REVIEW/DISCUSS & CONSIDER/ACTION:

6. CONDUCT PUBLIC HEARING AND CONSIDER INTRODUCING ORDINANCE 2010-36 SETTING THE RATE FOR THE MUNICIPAL DRAINAGE UTILITY SYSTEM.

Now that Council has approved setting a rate of \$1.00 per Equivalent Residential Unit (ERU) Mr. Dunaway asked Council to conduct a formal public hearing on setting the rate of the Municipal Drainage Utility System (MDUS).

Mayor Pro Tem McDonald declared the public hearing open; hearing no comments he closed the hearing and asked Mr. Hejl to introduce the ordinance.

ORDINANCE 2010-36

AN ORDINANCE OF THE CITY OF TAYLOR ESTABLISHING MONTHLY DRAINAGE UTILITY FEES, RATES AND CHARGES; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; REPEALING ALL ORDINANCES AND PROVISIONS OF THE TAYLOR CITY CODE IN CONFLICT HEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

7. CONDUCT PUBLIC HEARING AND CONSIDER INTRODUCING ORDINANCE 2010-37 AMENDING THE ZONING ORDINANCE TO ALLOW A RECYCLING FACILITY IN THE B-2 ZONING DISTRICT WITH A SPECIFIC USE PERMIT, AND ADDING A DEFINITION FOR RECYCLING FACILITY.

Mr. John Elsdon, City Planner, presented a request to conduct a public hearing on an amendment to the zoning ordinance. This amendment would allow a recycling facility within the B-2 zoning district with a specific use permit.

Mayor Pro Tem McDonald declared the public hearing open; Mr. Bo Brasfield spoke on behalf of Mr. Federico Buentello. He clarified the nature of Mr. Buentello's business and provided some additional details on the appearance of the property. Hearing no additional comments and no further discussion Mr. Hejl was asked to introduce the ordinance.

ORDINANCE NO. 2010-37

AN ORDINANCE OF THE CITY OF TAYLOR, TEXAS, AMENDING ORDINANCE 2001-17 THE TAYLOR ZONING ORDINANCE, MODIFYING

SECTION 3, TABLE 3, PERMITTED USES, AND SECTION 11, DEFINITIONS;
AND PROVIDING A SAVINGS CLAUSE.

8. CONDUCT PUBLIC HEARING AND CONSIDER INTRODUCING ORDINANCE 2010-39 TO ALLOW A RECYCLING FACILITY IN THE B-2 ZONING DISTRICT WITH A SPECIFIC USE PERMIT FOR PROPERTY LOCATED AT 301 CR 400.

Mr. Elsdon asked Mayor Pro Tem to open the Public Hearing on the proposed specific use permit for the property discussed in the previous agenda item and located at 301 CR 400. Council requested additional restrictions including a “no retail” provision and clarification that the recycling materials may not exceed the height of the fence except when loaded onto a vehicle for transport. Hearing no additional comments, the hearing was closed and Mayor Pro Tem McDonald asked Mr. Hejl to introduce the ordinance.

ORDINANCE NO. 2010-39

AN ORDINANCE ALLOWING A SPECIFIC USE PERMIT FOR A RECYCLING FACILITY ON PROPERTY DESCRIBED AS 301 CR 400; AND PROVIDING A SAVINGS CLAUSE

9. CONSIDER RESOLUTION R10-17 APPROVING THE ATMOS ENERGY RATE REVIEW MECHANISM EXTENSION, RATE INCREASE AND RECOVER OF STEEL SERVICE LINE REPLACEMENT PROGRAM COSTS.

Mr. Danny Thomas, Public Works Director, allowed Mr. Roy Moss with Atmos Energy to present information regarding the results of the rate case settlement. Since last year the City has been under a “favored nations” agreement to ensure the best rates. It was noted that in the event the resolution is not approved, Atmos would no longer guarantee these rates. The agreement includes an average increase for residential customers of \$1.40/month and \$3.82/month for commercial customers.

Hearing no other comments or discussion on this item, Council Member Gonzales moved to approve Resolution R10-17 as presented and Council Member Hill seconded the motion. VOTE: Four voted AYE. Motion passed.

10. CONSIDER COUNCIL MEETING SCHEDULE FOR OCTOBER, NOVEMBER, AND DECEMBER.

Mr. Dunaway presented a request for Council to plan consider changing upcoming meetings due to scheduling conflicts. A number of Council members and staff are planning on attending the TML Meeting in Corpus Christi which begins on October 26, and the first regular meeting in November falls on a holiday, November 11.

Council Member Osborn moved to set the meetings for October and November as presented: move October 26 to October 21 and move November 11 to November 4. Council Member Hill seconded the motion. VOTE: Four voted AYE. Motion passed.

11. EXECUTIVE SESSION I.

The Taylor City Council will conduct a closed executive meeting under Section 551.071 (1) of the Texas Government Code in order to meet with it's City Attorney on a matter regarding pending or contemplated litigation or settlement offers including pending or contemplated administrative proceedings governed by the Administrative Procedure Act.

- Upper Pressure Plane Water Transmission Main

(Mayor Pro Tem McDonald submitted an affidavit stating a conflict of interest regarding item no. 12b (ERCOT) and recused himself from this part of the closed session discussion.)

12. EXECUTIVE SESSION II. The Taylor City Council will conduct a closed executive meeting pursuant to the provisions of the Open Meetings Law, Chapter 551, Government Code, and the authority contained in Section 551.087 to discuss or deliberate regarding commercial and/or financial information on a business prospect that the City of Taylor, Texas, seeks to have locate, stay, or expand in or near the City of Taylor, Texas, and with which the City of Taylor, Texas, is conducting economic development negotiations and/or deliberate the offer of financial or other incentives to the business prospect.
- Burrows Manufacturing Tax Abatement Agreement
 - Electric Reliability Council of Texas (ERCOT)

Mayor Pro Tem McDonald adjourned to closed session at 6:44 pm.

13. CONSIDER ACTION ON EITHER EXECUTIVE SESSION I OR II.

Mayor Pro Tem McDonald resumed the open meeting at 7:42 p.m. and stated that there was no action taken on any issue during either of the Executive Sessions. Mayor Pro Tem McDonald entertained the following motions:

Council Member Osborn moved to authorize the City Manager to renegotiate the tax abatement agreement with Burrows Cabinets to allow him to add a new division, Taylor Craft Door Company, to his assets. Council Member Hill seconded the motion. VOTE: Four voted AYE. Motion passed.

Council Member Osborn moved to authorize the City Manager to negotiate with ERCOT to 1) reduce the value threshold to a range of 5 to 10 million, 2) to cap the rebate at no greater than 50%, and 3) to extend the agreement between 5 and 10 years. Hearing no second to the motion, Mayor Pro Tem McDonald declared the motion dead.

Council Member Hill moved to authorize the City Manager to continue negotiations with ERCOT as discussed in closed session and Council Member Gonzales seconded the motion. VOTE: Three voted AYE. Motion passed. (Mayor Pro Tem McDonald abstained due to a conflict of interest as previously indicated.)

ADJOURN

With no further business; Mayor Pro Tem McDonald adjourned the meeting at 7:44 p.m.

John McDonald, Mayor Pro Tem

ATTEST:

Susan Brock, City Clerk



***City Council Meeting
October 14, 2010
Agenda Item Transmittal***

Agenda Item #: 2

Agenda Title: Approve Ordinance 2010-36 setting the rate for the Municipal Drainage Utility System.

Council Action to be taken: Adopt by consent

Initiating Department: City Administration; Public Works

Staff Contact: **Jim D. Dunaway, City Manager**
Danny Thomas, Director of Public Works

1. INTRODUCTION/PURPOSE

A public hearing was held on September 28, 2010 and Ordinance 2010-36 was introduced setting the rate at the \$1.00 per ERU.

2. DESCRIPTION/ JUSTIFICATION

This item is prompted by both the creation of the MDUS and Council authorizing a rate of \$1.00 per ERU.

3. FINANCIAL/BUDGET

Staff and consultants are still finalizing the total amount of impervious cover; therefore, an accurate assumption of the income is not available at this time.

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends approve of the ordinance by consent.

6. REFERENCE FILES

2a. Ordinance 2010-36

ORDINANCE NO. 2010-36

AN ORDINANCE OF THE CITY OF TAYLOR ESTABLISHING MONTHLY DRAINAGE UTILITY FEES, RATES AND CHARGES; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; REPEALING ALL ORDINANCES AND PROVISIONS OF THE TAYLOR CITY CODE IN CONFLICT HEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 8, 2009 the City Council of the City of Taylor held a public hearing in the City Council Chambers located at 400 Porter Street, Taylor, Texas for the purposes of receiving public comment on a proposed ordinance to establish a municipal Drainage Utility System; and

WHEREAS, on January 14, 2010 the City Council of the City of Taylor adopted Ordinance No. 2009-32 to establish a municipal Drainage Utility System; and

WHEREAS, on August 12, 2010, the City Council directed the City to provide drainage service for all real property in the proposed service area in a nondiscriminatory, reasonable, and equitable terms; and

WHEREAS, Chapter 402, Subchapter C of the Texas Local Government Code (the "Act"), as amended, authorizes the City to establish a municipal Drainage Utility System within the boundaries of the City; and

WHEREAS, the Act authorizes the City to provide rules for the use, operation and financing of the system; and

WHEREAS, the Act authorizes the City to prescribe a basis upon which to fund the municipal Drainage Utility system and to assess the fees and charges to support the municipal Drainage Utility System; and

WHEREAS, in setting the schedule of charges for Drainage Utility service, the calculations are based on an inventory of the parcels within the City and the development on the Benefited Properties; and

WHEREAS, the Act authorizes the City to provide for funding of future construction of the Drainage Utility system from a contribution of the Drainage Utility Fee;

WHEREAS, it is the intent of the City to fund a Drainage Utility System that fairly and equitably allocates the cost of storm water control to properties in proportion to storm water runoff potential for each type of property.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS:

SECTION I.

The City Council hereby establishes the Drainage Utility Fees as set forth herein. Drainage Utility Fees shall be levied against all real property in the established service areas except real property that is exempted in the Drainage Utility Ordinance.

(A) For the purposes of calculating the Drainage Utility Fee, an ERU shall be the established standard billing unit. One ERU shall be billed at \$1 dollars (\$1.00). Each Benefited Property shall be categorized as one of the following:

(1) Residential Property. Residential Property shall be determined based on the most recent Williamson County Appraisal District property data. The median single family residential parcel in Taylor has been determined to have approximately 2,500 square feet of impervious area (surface) or one (1) ERU.

(2) Non Residential Property. Fees for Non Residential Benefited Properties shall be based on the total estimated impervious area on each parcel divided by 2,500 square feet to determine the number of ERU's or billing units.

(B) The City Council finds that it is equitable to assess the Drainage Utility Fee to each Residential user on the basis of a flat rate of 1 ERU.

(B) The City Council finds that it is equitable to assess the Drainage Utility Fee to each Non Residential user on the basis of the number of ERU's in a parcel, which shall be obtained by dividing the estimated impervious area or surface by 2,500 square feet. The calculated number of ERU's will be rounded to the nearest whole integer to determine the monthly fee.

(D) The City Council finds it equitable to provide for funding of future construction of the Drainage Utility system through a contribution from the Drainage Utility Fee.

SECTION II.

(E) By the creation of the Drainage Utility System, the City makes no representation that drainage problems within the City will be solved and the City Council is given full discretion in establishing time and quantitative priorities in expending funds as they become available to meet the drainage needs of the City on a reasonable basis. Nor shall the creation of the Drainage Utility System be construed to relieve private land owners, developers, and others from providing drainage improvements pursuant to City development requirements, any other City ordinances, and applicable State laws which relate to drainage or drainage improvements.

SECTION III.

(F) The City Council may review the schedule of rates at any time and may, by ordinance, increase or decrease said rates within the schedule, upon a reasonable determination that said increase or decrease is warranted.

SECTION IV.

This ordinance shall be cumulative of all provisions of ordinances and of the Code of the City of Taylor, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION V.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and, if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION VI.

This ordinance shall take effect on January 1, 2011.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2010.

John McDonald, Mayor Pro Tem

ATTEST:

Susan Brock, City Clerk

APPROVED AS TO FORM:

Ted W. Hejl,
City Attorney



City Council Meeting October 14, 2010 Agenda Item Transmittal

Agenda Item #: 4
Agenda Title: Approve Ordinance 2010-39 to allow a Recycling Facility in the B-2 Zoning District with a Specific Use Permit for property located at 301 CR 400.

Council Action to be taken: Approve by consent

Initiating Department: Community Development

Staff Contact: John Elsdon, AICP, City Planner

1. INTRODUCTION/PURPOSE

To approve Ordinance 2010-39 and an application for an SUP for a recycling facility by Mr. Buentello.

Approval of the Ordinance will be subject to the property owner providing a legal description of the west one-half of the subject property.

Following the property's annexation in December 2009, the property owner originally requested M2 in order to operate a recycling facility. However, the property was eventually zoned B2 after the property was annexed in December of 2009.

In accordance with the proposed zoning amendment to allow recycling facilities in B2 with an SUP, Mr. Buentello applied for the SUP.

The surrounding neighbors have expressed their opposition to this use and a neighbor who lives directly to the west of the property, Mrs. Tham, has written the city an email with her opposition to the recycling center.

2. DESCRIPTION/ JUSTIFICATION

Location and Acres of the Property

301 CR 400, 4.59 acres

Property Owner and Applicant

Federico Buentello

Applicant's intentions for the property (development objective)

Recycling Facility

Existing Zoning

B-2

Proposed Zoning

Unchanged

Future Land Use Map

Commercial

Zoning of Surrounding Property

N: R-1 and B-1; E: County; S: R-3 and B-1; W: R-1

Land Use of Surrounding Property

Residential, Agriculture

Right of Way Issues

None

Platting Information

Not Platted - Must be platted prior to construction of a building on the site

Other Information

View of Existing Use



Aerial Photo



Current Zoning: B-2



Discussion and Recommendation

The property owner applied to operate a recycling facility at this location. The property was recently rezoned from R-1 to B-2 during the zoning process for newly annexed areas (annexation occurred during December 2009).

Approval of a Specific Use Permit (SUP) allows the City to place conditions on the SUP.

Conditions for the SUP as recommended by the P & Z include the following (Council items added as underlined following Mr. Hejl's amendments):

- A. Only the west one-half (1/2) of the property (2.295 acres) is approved for the Specific Use Permit,

- B. Operating hours for the Recycling Facility shall be from 9 a.m. to 6 p.m. Monday through Friday, and 8 a.m. to 2 p.m. on Saturday, due to its location near residential areas,
- C. The SUP will expire on the occasion that Mr. Buentello's no longer owns the property, or that the business is not started in six months from the approval of the SUP, or that the business has stopped operating for a period of six months or more.
- D. The Recycling Facility must be fully enclosed by a six (6) foot high view obscuring fence, and the fence shall be maintained by the property owner (since the last Council meeting, staff added the requirement that a fence is installed on the north side of the property also.)
- E. Immediately after the SUP is approved, a vegetative buffer shall be established within ten feet of the fence on the west side of the property and has to obscure the fence within a year,
- F. Within a year from the approval of the Specific Use Permit a vegetative buffer must be installed on the east side of the approved area, within ten feet of the fence, on the east side of the fence, also obscuring the fence within a year, and
- G. The owner is not allowed to retail and products from the property,
- H. No materials of any kind can be stored or placed within the facility at a height exceeding the height of the fence or which can be seen above the fence.

Mr. Buentello is aware of the stipulations and is in agreement with them.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

Council introduced this Ordinance at their September 28, 2010 meeting.

Approval of the Ordinance will be subject to the property owner providing a certified legal description of the west one-half of the subject property.

5. RECOMMENDATION

To approve by consent.

6. REFERENCE FILES

- 4a. [Ordinance 2010-39](#)
- 4aa [Unofficial legal](#) description and survey
- 4b. [Neighbor's email](#) of opposition

ORDINANCE NO. 2010-39

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT ALLOWING A RECYCLING FACILITY, AS DEFINED IN THE TAYLOR ZONING ORDINANCE 2001-17 AS AMENDED, ON PROPERTY HEREIN DESCRIBED; AND PROVIDING A SAVINGS CLAUSE

WHEREAS, Federico Buentello, ("Owner"), requested a Specific Use Permit ("SUP") allowing a Recycling Facility ("Facility") on real property owned by him which is described in *Exhibit "A"*, attached hereto and incorporated by reference herein, ("Property"), having a physical address on 301 CR 400; and

WHEREAS, notices required by ordinance and law for a public hearing before the Taylor Planning and Zoning Commission to determine if a SUP should be granted were properly published and given; and

Whereas, the Planning & Zoning Commission conducted a public hearing August 31, 2010, to determine if the SUP should be granted; and

Whereas, the Planning & Zoning Commission approved the Owner's request for a SUP on the Property and referred its recommendation for further required action to the Taylor City Council ("City Council"); and

Whereas, the City Council provided notices required by ordinance and law for a public hearing on the Owner's SUP request and on the recommendation from the Planning & Zoning Commission; and

Whereas, the City Council conducted a public hearing September 28, 2010, on the SUP request and P & Z recommendation after which the City Council determined the SUP should be granted conditioned upon and subject compliance by Owner to the following terms and condition.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, THAT:

Section 1. All of the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

Section 2. All of the facts recited in the preamble to this Ordinance are hereby found by the City Council to be true and

correct and are incorporated by reference herein and expressly made a part here of, as if copied herein verbatim.

Section 3. The SUP is conditionally granted subject to the following terms and conditions which shall be conditions precedent and subsequent for the SUP to remain in effect and not be automatically revoked and for Owner's Facility operation on the Property.

1. The SUP is granted to Owner only and shall not be assigned, transferred, or conveyed.

2. The SUP allows a Facility operation on the Property only but no other property owned by Owner or any other person or entity.

3. The SUP will allow a Facility operation by Owner on the Property only on the following days and times:

Beginning at 9 a.m. central time and ending at 6 p.m. central time on Monday through Friday;
Beginning at 8 a.m. central time and ending at 2 p.m. on Saturday; The SUP shall not authorize Facility operation on Sunday.

4. The SUP shall terminate without further action when Owner (i) no longer owns all legal and equitable title to the Property individually; (2) Owner leases, assigns, transfers or subleases the Property under any verbal or written agreement; (3) Owner grants consent, either directly or indirectly, to any other person or entity in an attempt to allow Facility operation on the Property; (4) Owner fails to start Facility operation on the property on or before six (6) months for the date of this ordinance (5) when Owner does not maintain continuous uninterrupted operation for six months; and (6) when the Owner does not receive all beneficial interest from the Facility operation.

5. Prior to Facility operation, the Owner must construct a six (6') foot high fence of good quality and attractive appearance and using good construction methods around the Property blocking all view of the Facility("Fence"), including the north side of the property. The Fence shall be maintained by Owner in a good state of repair.

6. West Fence. Owner shall establish a vegetative buffer creating a buffer barrier along the west Fence (on the west side of the fence, or if not possible, within ten (10) feet from the east side of the fence)

by planting plants and shrubs as approved by the Taylor Landscape Plant Ordinance within ten (10) feet from the fence. The vegetative buffer must be planted within ten days of approval of the SUP, must obscure view of the Fence, must be kept by the Facility owner trimmed and manicured for a good, clean, neat and appealing appearance. The Buffer must block view of the Fence on or before one year from the date the SUP is approved.

7. East Fence. Owner shall establish a vegetative buffer creating a buffer barrier on the east side of the east Fence by planting plants and shrubs approved by the Taylor Landscape Plant Ordinance no more than ten (10) feet from the east side of the East Fence. The vegetative buffer must be planted within ten days of approval of the SUP, must obscure view of the Fence, must be kept by the Facility owner trimmed and manicured for a good, clean, neat and appealing appearance. The Buffer must block view of the Fence on or before one year from the date the SUP is approved.

8. The Owner shall not be entitled to retail any products or conduct any retail sales from the Property.

9. No materials of any kind shall be stored or place within the Facility at a height exceeding the height of the Fence or which can be seen above the Fence.

Section 4. This SUP will terminate immediately upon the failure of Owner to comply with the conditions required herein for continuation of the SUP.

Section 5. Should any section, paragraph, clause, phrase, or provision of this Ordinance be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part of the provisions thereof, other than the part so decided to be invalid or unconstitutional

Section 6. In accordance with Article 8, of the City Charter, Ordinance No. 2010-39 was introduced before the City Council on the 28th day of September, 2010.

PASSED, APPROVED, and ADOPTED on the _____ day of _____, 2010.

John McDonald, Mayor Pro-Tem
ATTEST:

Susan Brock, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

To be provided by applicant

**This Ordinance requires field notes of the portion of the Property
on which the Facility will be operated, not field notes of the
entire 4.59 acres.**

STATE OF TEXAS
COUNTY OF WILLIAMSON

October 6, 2010

2.296 ACRES

These notes describe that certain tract of land, situated in the **THOMAS B. LEE SURVEY, ABSTRACT NO. 403**, located in Williamson County, Texas; subject tract being a portion of a called "4.591 Acres" conveyed in a Cash Warranty Deed from Pauline Kruse Merkle and Hans Everett Robertson to Lloyd Steger, dated 01-07-2002 as recorded in Document No. 2002085361 Official Public Records Williamson County (OPRWC); Containing 2.296 Acres:

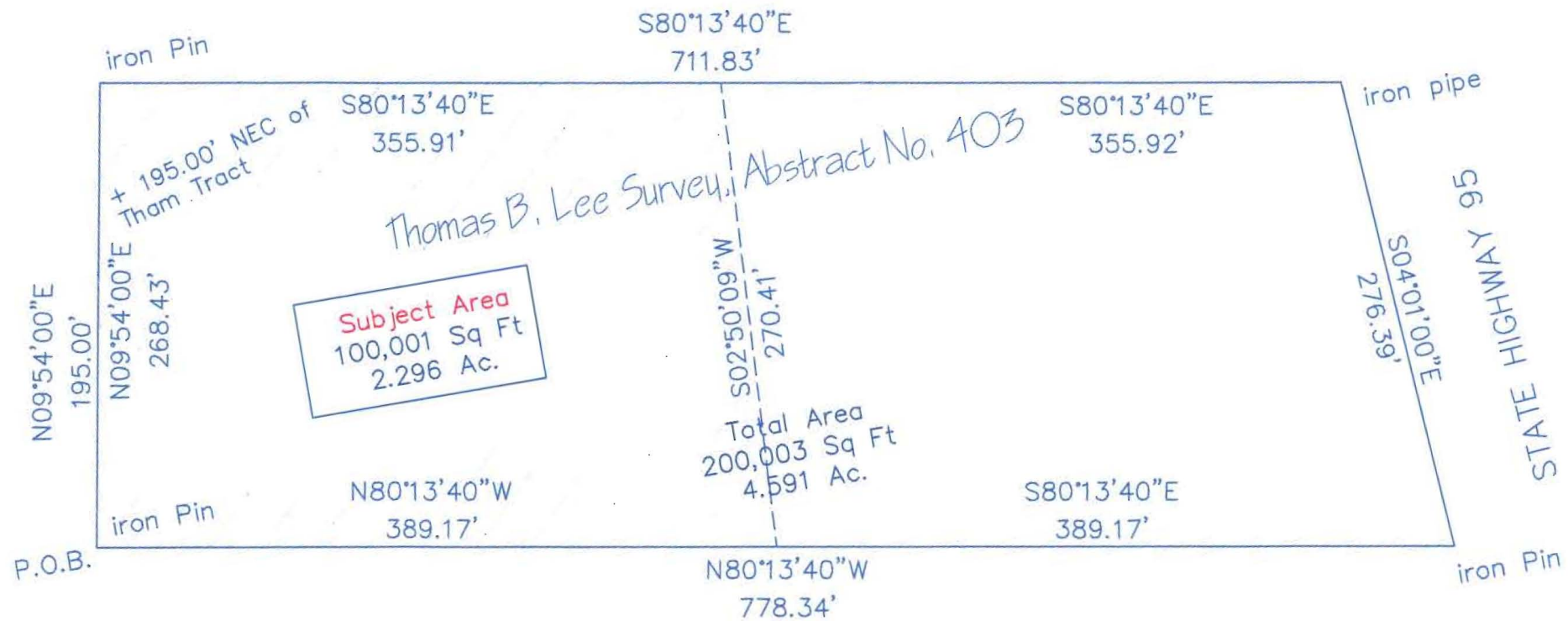
BEGINNING at an Iron Pin Found at in the North right-of-way of County Road No. 400, for the Southwest corner of said "4.591 Acres" for the Southwest corner of subject; from which for reference a found iron pin for the Southeast corner of said "4.591 Acres" bears South 80°13'40" East, 778.34 feet;

THENCE North 09°54'00" East, for a distance of **268.43 feet** to a found iron pin for the Northwest corner of the above mentioned "4.591 Acres" same being the Northwest corner of subject;

THENCE South 80°13'40" East, for a distance of **355.91 feet** to a point for the Northeast corner of subject; from which for reference a found iron pipe in the West right-of-way of State Highway 95 for the Northeast corner of said "4.591 Acres" bears South 80°13'40" East, 355.92 feet;

THENCE South 02°50'09" West, for a distance of **270.41 feet**, to a point in the North right-of-way of County Road No. 400 for the Southeast corner of subject; from which an iron pin for the Southeast corner of the above mentioned "4.591 Acres" bears South 80°13'40" East, 389.17 feet;

THENCE North 80°13'40" West, with the North right-of-way of County Road No. 400 for a distance of **389.17 feet** to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated an area of **2.296 Acres**.



COUNTY ROAD NO. 400

Ms. Brock, please share this with the Taylor City Council.

Dear Council Members,

I am a citizen in the newly annexed area on county road 400. I live next door to the proposed metal recycling business. I am concerned because the owner has requested that his property be zoned "heavy industrial". This business and zoning will greatly diminish the value of my home. The driveway to this property faces county road 400. Traffic noise and dust will increase as well as the property becoming a haven for all types of vermin. I respectfully request that you consider this in your zoning decision.

Sincerely,

Eudene Tham
233 CR 400
Taylor, TX 76574
352-3858



***City Council Meeting
October 14, 2010
Agenda Item Transmittal***

Agenda Item #: 5
Agenda Title: Approve addendum to property tax abatement agreement with Burrows Cabinets, Inc.

Council Action to be taken: Approve by consent

Initiating Department: Community Development

Staff Contact: Bob van Til, Director of Community Development

1. INTRODUCTION/PURPOSE

The purpose of this item is to consider an amendment to the property tax abatement agreement the city has with Burrows Cabinets.

2. DESCRIPTION/ JUSTIFICATION

The City entered into a property tax abatement agreement with Burrows Cabinets in 2005 as part of an incentives packet when the Company located to Taylor. The basic requirement of the agreement is that the minimum value of the business personal property must exceed \$500,000. During this tax year, the value dropped below the threshold. However, a sister company, also owned and controlled by Mr. Burrows, Taylorcraft cabinets operates at the same location as Burrows Cabinets. Combining the values of Burrows Cabinets and Taylorcraft raises the tax values above the minimum threshold.

No other provisions of the agreement will change.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends that the Council approve the proposed amendment.

6. REFERENCE FILES

5a [Proposed Amendment.](#)

5b [Existing 2005 Agreement](#)

**ADDENDUM TO PROPERTY TAX ABATEMENT AGREEMENT
DATED DECEMBER 13, 2005**

On December 13, 2005, the City of Taylor, Texas, ("City") entered into a Property Tax Abatement Agreement ("Agreement") granting Burrows Cabinets, Inc. ("Burrows") property tax abatement as more fully set out in the Agreement.

The City and Burrows have agreed to execute this addendum to revise the Agreement.

The Agreement is hereby amended as follows:

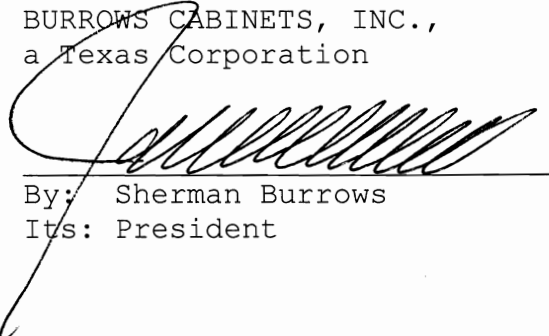
Owner as defined in the Agreement shall now include Burrows Cabinets, Inc., a Texas Corporation and TaylorCraft Cabinet Doors LP, a Texas Limited Partnership. All references to Owner appearing in the Agreement shall mean Burrows Cabinets, Inc. and TaylorCraft Cabinet Doors, LP.

All terms and conditions of the above referenced Agreement shall remain in full force and effect and is revised only as stated in this Addendum.

CITY OF TAYLOR, TEXAS,
a Home Rule Municipality

By: Jim Dunaway
Its: City Manager

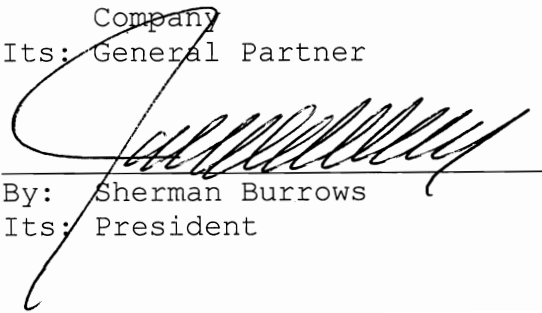
BURROWS CABINETS, INC.,
a Texas Corporation



By: Sherman Burrows
Its: President

TAYLORCRAFT CABINET DOORS, LP,
a Texas Limited Partnership

By: TAYLOR CRAFT DOORS, LLC,
a Texas Limited Liability
Company
Its: General Partner



By: Sherman Burrows
Its: President

PROPERTY TAX ABATEMENT AGREEMENT

This Property Tax Abatement Agreement ("Agreement") is entered into by and between the City of Taylor, Texas, a Home Rule City and Municipal subdivision in Williamson County, Texas, duly acting herein by and through its Mayor, hereinafter referred to as "City", and Burrows Cabinets, Inc. a Texas corporation, hereinafter referred to as "Owner".

WHEREAS, on the 13th day of December, 2005, the City Council of the City of Taylor, Texas, passed Ordinance No. 2005-23, establishing a Reinvestment Zone in the City of Taylor, Texas, for commercial, real and personal property tax abatement, as authorized by Chapter 312, Tax Code, V.A.T.S., as amended, hereinafter referred to as the "Reinvestment Zone"; and

WHEREAS, on the 9th day of September, 2004, the City adopted Ordinance 2004-15 establishing appropriate guidelines and criteria governing enterprise zones, reinvestment zones, and tax abatement agreements to be entered into by the City as contemplated by the Tax Code, hereinafter referred to as the "Ordinance"; and

WHEREAS, Owner desires to purchase a manufacturing facility at 1353 West Second Street, Taylor, Texas, 76574, described as Doak's Third Addition, Block 4, lots 1-15 and Block 5, lots 1-16 that is within in the Reinvestment Zone and is hereinafter referred to a the "Manufacturing Facility"; and

WHEREAS, Owner presented an Application for Property Tax Abatement in the Reinvestment Zone, a copy of which is attached hereto as Exhibit "A" and incorporated by reference herein, hereinafter referred to as the "Application"; and

WHEREAS, as shown in the Application, Owner contemplates installation of new manufacturing equipment within or appurtenant to the Manufacturing Facility valued in the amount of \$634,000.00, or more, to manufacture home custom wood cabinets in the Manufacturing Facility, hereinafter referred to as the "Equipment"; and

WHEREAS, as shown in the Application, the Owner will create 82 new, permanent, full time jobs in the Manufacturing Facility that shall be additional employment within the Reinvestment Zone hereinafter referred to as "Jobs"; and

WHEREAS, the Manufacturing Facility is defined in the Ordinance as a Target Industry; and

WHEREAS, the Equipment and Jobs proposed by the Owner are deemed feasible and practical and will constitute a major capital investment with new job creation in a Target Industry that will

substantially increase the appraised values within the Reinvestment Zone and will result in benefits to the City; and

WHEREAS, this Agreement will maintain and enhance the commercial economic base within the Reinvestment Zone to the long term interest and benefit of the City in accordance with the Ordinance; and

WHEREAS, the this Agreement will not have a substantial adverse effect in providing City services or on the City's tax base; and

NOW, THEREFORE, the parties agree to the following:

SECTION 1.

All of the facts recited in the preamble to this Agreement are hereby found by the undersigned parties to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

SECTION 2.

The Reinvestment Zone exists for the purpose of granting a commercial property tax abatement for new equipment, new job creation, and for target industries within the Reinvestment Zone as authorized by the Tax Code and when granted according to the Ordinance and the Application.

SECTION 3.

Owner will be entitled to property tax abatement in the amount allowed in the Ordinance on the \$634,000.00 value of new Equipment installed in the Manufacturing Facility, the 82 new Jobs created in the Manufacturing Facility, and the Target Industry that Owner located within the Reinvestment Zone provided Owner complies with the Tax Code, the Ordinance, this Agreement, and the Application.

SECTION 4.

The value of the Equipment shall be determined by the Williamson County Tax Appraisal District and shall be the "Capital Investment Value" for tax exemption under this Agreement. The Capital Investment Value shall be determined on January 1 each year of this Agreement term using the Williamson County Appraisal District valuation for Owner's personal property used in the Manufacturing Facility, excluding from the personal property evaluation Owner's inventory value. In no event shall tax abatement be granted on real property values.

The number of permanent, full time jobs created by Owner in the Manufacturing Facility shall be determined from the Owner's payroll records. "Eligible Jobs" shall be those permanent, full time jobs shown in the payroll records on the date the Owner applies to the Williamson County Tax Appraisal District for property tax abatement allowed under this Agreement.

The Capital Investment Value, the Eligible Jobs, and Target Industry Status shall formulate the value eligibility for tax abatement and shall be multiplied by the percent of eligibility allowed under this Agreement for the year in which the tax abatement is given. The amount of abatement shall be calculated on January 1 of each year in this Agreement under the following requirements, abatement percentage, and abatement terms:

<u>Capital Investment in Thousands of Dollars (\$)</u>	<u>Abatement (%)</u>	<u>Abatement Term</u>
500 or more	20 % (subject to the reductions as herein after required)	10 years

Capital Investment must and is required to remain at or above \$500,000.00 during the entire term of this Agreement for Owner to receive any property tax abatement. In the event Owner's capital investment is valued less than \$500,000.00, all abatements under this Agreement, that shall include the abatement for Jobs and qualification for Target Industry Status, shall terminate and this Agreement shall be null and void.

<u>Number of Full-time Permanent Jobs</u>	<u>Abatement (%)</u>	<u>Abatement Term</u>
50 or more	30% (subject to the reductions as herein after required)	10 years

In the event the number of full time jobs decreases to less than 50, the abatement for full time jobs shall terminate for the year in which the Jobs are less than 50, but the abatement for Capital Investment and Target Industry Status, if Owner remains entitled to those abatements, shall remain in effect. If during

the term of this Agreement the Owner's employment later again attains 50 employees, the Jobs abatement shall be reinstated provided the Capital Investment remains at or above \$500,000.00.

<u>Target Industry Status</u>	<u>Abatement (%)</u>	<u>Abatement Term</u>
Qualified	30% (subject to the reductions as herein after required)	10 Years

In the event Owner ceases qualification as a Target Industry, the exemption for Target Industry Status shall terminate. If during the term of this Agreement the Owner again re-qualifies as a Target Industry, the Target Industry abatement shall be reinstated provided the Capital Investment remains at or above \$500,000.00.

In no event shall Owner be entitled to receive property tax abatement in excess of 80% nor shall property tax abatement allowed under this agreement exceed 10 years.

Notwithstanding anything stated in this Agreement to the contrary, the abatement percentage allowed to Owner and as shown above shall reduce annually on January 1, each year during the term of this Agreement. The reduction shall be based upon a fraction that shall have as its numerator the percent of tax abatement allowed under this Agreement for each exemption granted, and the denominator of which is the remaining term of this Agreement. The resulting fraction shall be a fraction that shall be multiplied times the total tax abatement that the Owner would be entitled to receive under this Agreement to determine the resulting per cent reduction in the total tax abatement and the amount of tax abatement that the Owner shall be entitled to receive.

Owner shall be in default of this Agreement at any time the Capital Investment is less than \$500,000.00 unless Owner, prior to default, provides the City written notice on or before November 1 in any year during the term of this Agreement stating that Owner desires to terminate this Agreement. In such event, this Agreement shall terminate on December 30 in the year in which the notice was furnished by Owner to the City with no further liability between the parties.

SECTION 5.

Capital Investment in excess of \$634,000.00 and Jobs in excess of 82 shall not entitle Owner to greater per cent tax abatement than allowed under this Agreement.

SECTION 6.

The abatement shall start on January 1, 2006, for the 2006 tax year and shall terminate on January 1, 2016.

SECTION 7.

Owner covenants and agrees that it shall continuously operate and maintain the Manufacturing Facility throughout the term of this agreement.

SECTION 8.

Employees or designated representatives of the City shall be entitled to inspect Owner's Manufacturing Facility during the term of this Agreement to verify and substantiate accuracy of the Williamson County Appraisal District valuations, Owner's compliance with this Agreement, the Ordinance, the Tax Code, and the Application, which compliance shall be a condition precedent for the grant of any tax abatement.

SECTION 9.

The City Council of Taylor shall determine Owner's compliance with this Agreement. In the event the City Council determines Owner has defaulted under the terms and provisions of this Agreement, the City shall furnish Owner a thirty (30) day prior written notice stating the default and Owner shall have the right to cure the default within the thirty (30) days prior to termination. In the event the Owner has not cured the default within the thirty (30) day cure period given from the date of the written notice of default, this Agreement shall terminate.

SECTION 10.

In the event of Owner's default under this Agreement, Owner shall repay the City all taxes which otherwise would have been paid to the City without the abatement within thirty (30) days after the termination date of this Agreement. In the event Owner fails to repay the City, the City shall be entitled to exercise all legal and equitable rights allowed by law to recover the abated taxes from Owner. The City shall have, without limitation, all remedies for the collection of the recaptured tax revenue as provided generally in the Tax Code for the collection of delinquent property taxes.

SECTION 11.

As a condition precedent for all tax abatement granted to Owner, Owner must pay all real and personal property ad valorem

taxes against Owner's Manufacturing Facility accessed by all taxing authorities prior to the time any tax payments become delinquent or immediately after the expiration of time limits allowed for protests or other legal contests to the tax payments.

SECTION 12.

The City shall be entitled to request information from Owner deemed by the City to be reasonable or necessary to verify Owner's compliance with this Agreement or entitlement to tax abatement.

SECTION 13.

This Agreement is subject to the rights of holders of any outstanding bonds of the City of Taylor affected by the tax abatement.

SECTION 14.

The City represents Owner's Manufacturing Facility does not include any property owned by any member of the Taylor City Council.

SECTION 15.

Except that Owner shall not be responsible or liable for illegal acts or omissions of the City of Taylor, its Council Members, employees, representatives, or agents, it shall be understood and agreed between the parties that Owner, in performing its obligations under this Agreement, is acting independently and the City assumes no responsibility or liability in connection with any third parties. Owner agrees to indemnify and hold the City, its council members, employees, representatives or agents harmless from any and all kinds of claims, losses, damages, injuries, suits or judgments, including but not limited to, court costs and reasonable attorney's fees accruing against the City as a result of Owner's negligence or failure to perform obligations of this Agreement.

SECTION 16.

All covenants, provisions, terms and conditions of this Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their successors or assigns.

SECTION 17.

No modification of this Agreement shall be binding upon either party unless it is in writing and signed by both parties.

SECTION 18.

Owner may not assign this Agreement without the prior written consent of the City.

SECTION 19.

The parties to this Agreement agree to negotiate in good faith in an effort to resolve any dispute related to this Agreement that may arise between the parties.

If the dispute cannot be resolved by negotiation, the parties to the dispute shall submit the dispute to mediation before resorting to litigation.

If the need for mediation arises, the parties to the dispute shall choose a mutually acceptable mediator and shall share the cost of mediation services equally.

SECTION 20.

Owner shall include in all contracts pertaining to the Equipment installation a written statement requiring that the contractors' job site be located within the City of Taylor, Texas, making the City eligible to receive all City sales tax arising under the contracts. Owner's contractors shall be retailers of the Equipment thereby making Taylor, Texas, the situs for the sale and enabling the City to collect City sales tax on the Equipment.

SECTION 21.

This Agreement shall be construed and interpreted under the laws of the State of Texas. In the event of a breach of this Agreement, venue for all causes of action, whether in law or equity, shall be instituted and maintained in Williamson County, Texas, and all obligations of the parties hereunder are performable in Williamson County, Texas.

SECTION 22.

This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 23.

All notices hereunder must be and shall be deemed delivered if in writing, delivered personally, sent by registered mail or certified mail, return receipt requested, or sent by national

overnight courier, to the parties at the following addresses, or at such other addresses as shall be specified by the notice:

City of Taylor, Texas
400 Porter Street
Taylor, Texas 76574

With a copy to:

Ted W. Hejl, Attorney
311 Talbot Street
P. O. Box 192
Taylor, Texas 76574

Burrows Cabinets, Inc.
c/o Sherman Burrows
1353 Second Street
Taylor, Texas 76574

With copy to:

SECTION 24.

In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy shall be entitled to recover from the other party all reasonable attorney fees, expenses, and suit costs, including, without limitation, those associated with any appellate or post-judgment collection proceeding.

SECTION 25.

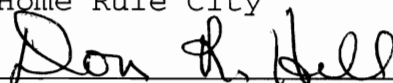
It is expressly understood by the parties hereto that time is of the essence in the performance of this Agreement.

SECTION 26.

This Agreement is authorized by Resolution No. ROS-31 of the City Council of the City of Taylor, Texas, at its regular meeting on the 13th day of December, 2005, which Resolution authorizes the Mayor to execute the Agreement on behalf of the City.

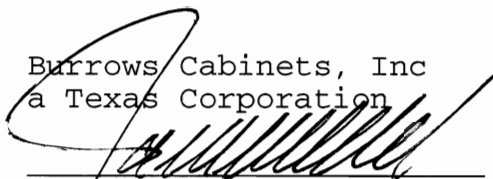
DATED this the 13th day of December, 2005.

CITY OF TAYLOR, TEXAS
a Home Rule City



Don R. Hill
Mayor

Burrows Cabinets, Inc
a Texas Corporation



Sherman Burrows
Its:



City Council Meeting October 14, 2010 Agenda Item Transmittal

Agenda Item #: 6
Agenda Title: Consider accepting donation of books for the Taylor Public Library by the Williamson County Republican Women.

Council Action to be taken: Accept donation.

Initiating Department: City Administration

Staff Contact: Jim Dunaway, City Manager

1. INTRODUCTION/PURPOSE

In September, the Williamson County Republican Women (WCRW) held a book drive to benefit the Taylor Public Library. President Barbara Georgen and Treasurer Karen Adair-Murphy will be presenting these books on behalf of the group.

2. DESCRIPTION/ JUSTIFICATION

Williamson County Republican Women take education seriously and have donated over \$4,000 in Scholarships to three different schools in Williamson County. They also adopt a school and provide Constitutions for the Constitutions Day Project as well as give Dictionaries for the 5th grade classes.

The WCRW adopted the Taylor Library for 2011. Each month a book is purchased in honor of a guest speaker and they sign the book. This year the Caring for America project included a book drive. The total number of books is approximately thirty five and a partial list of some of the books is attached.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Accept books from the WCRW.

6. REFERENCE FILES

6a [Partial list of donated books](#)

Parital list of books donated by the Williamson County Republican Women

A Patriot's History of the United States. By Larry Schweikart and Michael Allen
Signed by Congressman John Carter

Don't Tred on US. By Mark Karis
Signed by Alice Tripp, Legislative Director of Texas Rifle Association

They Fought for Each Other. By Kelly Kennedy
Signed by Louis Timberlake, State Campaign Manager for two Governors, Chairman of the Texas State Commission for the Blind, President of the Texas Historical Association, Elected Member of the National Speakers Association Hall of Fame

The Real George Washington. By Jay A. Perry and Andrew Allison
Signed by Toni Anne Dashiell, Past President Texas Federation of Republican Women

The Theme is Freedom. By M. Stanton Evans
Signed by Apostle Claver

The Age of Reagan. By F. Hayward
Signed by Elizaberth Graham * Director Texas Right to Life



***City Council Meeting
October 14, 2010
Agenda Item Transmittal***

Agenda Item #: 7

Agenda Title: Proclamation: October is Fire Prevention Month

Council Action to be taken: Mayor Pro Tem to present proclamation; Chief Ekiss will accept on behalf of his department.

Initiating Department: Fire Department

Staff Contact: Pat Ekiss, Fire Chief

1. INTRODUCTION/PURPOSE

To urge all citizens of Taylor to protect their homes and families through fire prevention.

2. DESCRIPTION/ JUSTIFICATION

The National Fire Protection Association is the official sponsor of Fire Prevention Education and their theme this year is “Smoke Alarms: A Sound You Can Live With!”. The campaign is designed to educate children and adults about the importance of smoke alarms and fire safety in their homes.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

Fire Prevention Month is from October 1, 2010 – October 31, 2010

5. RECOMMENDATION

Recognize Fire Prevention Month as October 2010.

6. REFERENCE FILES

7a [Proclamation](#)

PROCLAMATION

FIRE PREVENTION MONTH

WHEREAS, fire is a serious public safety concern and the City of Taylor is committed to ensuring the safety of all those living in and visiting our city; and

WHEREAS, cooking is the leading cause of home fires and injuries, and heaters and smoking are the leading causes of home fire deaths; and

WHEREAS, the City of Taylor Fire Department is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and education; and

WHEREAS, the 2010 Fire Prevention Month theme, “Smoke Alarms: a sound you can live with!” reminds us all of the simple actions we can take to stay safe from fire.

NOW, THEREFORE, I, John McDonald, Mayor Pro-Tem of the City of Taylor, Texas, do hereby proclaim the month of October, 2010 as

FIRE PREVENTION MONTH

and urge all citizens of Taylor to protect their homes and families by heeding the safety messages of Fire Prevention Month 2010.

PROCLAIMED this the 14th day of October, 2010.

John McDonald, Mayor Pro Tem



City Council Meeting October 14, 2010 Agenda Item Transmittal

Agenda Item #: 8

Agenda Title: Consider approving interlocal agreement with Williamson County for emergency communications services.

Council Action to be taken: Approve or deny

Initiating Department: Fire Department

Staff Contact: Pat Ekiss, Chief, Taylor Fire Department

1. INTRODUCTION/PURPOSE

The Fire Department is requesting that we enter into an agreement with Williamson County to provide *FIRE* dispatch services. It is believed that this move will better facilitate and streamline requests for mutual aid assistance as well as improve overall management and accountability during fire ground operations. The Taylor Dispatch center will remain a PSAP (call center) as well as the primary dispatch service center for the Taylor Police Department.

2. DESCRIPTION/ JUSTIFICATION

The Fire Department continues to seek ways to operate more effectively and efficiently while providing the best service possible to our citizens and visitors. We recognized early that an “all hazards approach” quickly taxed the resources our department currently manages. There was a need to open our doors a bit wider and begin to develop strong working relationships with neighboring cities as well as the county in order to build a resource pool strong enough to fit a response plan. This merger is simply one more step towards the fruition of the plan. It will also provide 1) a dedicated fire dispatcher on all working incidents, 2) timely dispatching of automatic and mutual aid partners, 3) NFPA compliant EFD (Emergency Fire Dispatcher) and EMD (Emergency Medical Dispatcher) personnel. Due to cost associated with this training few cities are able to provide this training. 4) Common fire ground channels that are used county wide on the initial alarm and several other critical advancements that will enhance fire ground safety.

A major benefit to this move however is the impact it will have on our upcoming Insurance Services Organization review. Every component previously mentioned has a point value - a higher point rating equals a lower (better) score. There are also numerous technological advancements that are currently in the works that will benefit the fire

departments participating in the program. There are only four fire departments in Williamson County that are not currently serviced by WCDS they are, Cedar Park, Georgetown, Round Rock and Taylor.

3. FINANCIAL/BUDGET

There is no charge for this service for the benefits it offers.

4. TIMELINE CONSIDERATIONS

If approved, a start date of November 1st, 2010 is possible. The agreement may be reviewed annually at the request of any participant. If a review is not requested or results in no recommended changes, the agreement automatically renews for a minimum of ten (10) years.

5. RECOMMENDATION

Staff recommends approval.

6. REFERENCE FILES

8a [Interlocal agreement](#)

**INTERLOCAL AGREEMENT
BETWEEN CITY OF TAYLOR AND WILLIAMSON COUNTY FOR
EMERGENCY COMMUNICATIONS SERVICES**

THE STATE OF TEXAS

'

KNOW ALL BY THESE PRESENTS:

'

COUNTY OF WILLIAMSON

'

This Interlocal Agreement (the "Agreement") is made and entered into by and between WILLIAMSON COUNTY, and the CITY OF TAYLOR, all of which are local governments defined as counties, municipalities, and special districts, and all of which are political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code, Chapter 791, Section 791.011(a) and Section 791.011(c)(2) provides that local governments may contract with other local governments to perform governmental functions and services that each party to the contract is authorized to perform individually; and

WHEREAS, the Taylor Fire Department currently receives emergency communications services from the Taylor Police Department; and

WHEREAS, all mutual- aid and automatic-aid providers for the Taylor Fire Department are serviced by Williamson County Emergency Communications; and

WHEREAS, Williamson County is currently installing new public safety technology programs such as computer aided dispatch, fire records management, automatic vehicle locators (AVL), and mobile data services; and

WHEREAS, Williamson County is extending these services to the Taylor Fire Department if served by the County; and

WHEREAS, representatives of the parties have met periodically with other political subdivisions located within Williamson County, all of which share common interests in the continued improvement of emergency communications, and all of which desire to participate in the Williamson County Public Safety Technology Program, receive emergency communications services; and

WHEREAS, the parties have reached agreement on certain areas of common concern, including the need for the Taylor Fire Department to receive emergency communications services from Williamson County; and

WHEREAS, the Taylor Fire Department desires to contract in this Agreement for the receiving of emergency communications services from the County at no cost; and

WHEREAS, Williamson County desires to contract in this Agreement for the provision of comprehensive emergency communications services to the Taylor Fire Department at no cost; and

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

SECTION 1 **DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

Overarching Definition: Williamson County Emergency Communications is recognized by the State of Texas as the Primary Warning Point for county emergency communications and provides public safety communications services to the majority of law enforcement, fire services, and emergency medical providers within the County. In addition, the department plays an integral role in emergency management operations both within the County and the Capital Region.

1. Advisory Board - The “Advisory Board” shall mean the Williamson County Fire Chief’s Association “Communications Committee” body that provides recommendations to the County Emergency Communications Director/Williamson County as to issues relating to the overall services of the RCS, management and operations issues, system issues, and other issues relating to areas delineated in this Agreement in Section 6.

2. Comprehensive Emergency Communications Services- shall mean the receiving of 911 telephone calls for service, non-emergency telephone calls for services, radio requests for services, primary dispatch center for fire response, monitoring of all fire services radio traffic, System Status Management (SSM) of fire resources, computer aided dispatch, mobile data services, automatic vehicle locators (AVL), mutual/automatic aid resource management, fire records management system, and other services typically offered by an emergency communications center to a customer fire- rescue services organization. These typical services also include subscriber unit (radio) services, maintenance, alias database management, installations, removals, remounts, technical services, programming, and interoperability coordination.

3. Agency-specific Equipment - “Agency-specific Equipment” shall mean equipment purchased by the City of Taylor for emergency voice and data communications including, but not limited to; radio and paging subscriber units such as pagers, mobile radios, portable radios, base station radios, antenna systems, vehicle intercom and headset systems, mobile computer devices, GPS units, and internet connectivity devices.

4. **City** - “City” shall mean and include the City of Taylor, Texas. Any reference in this Agreement to any such City or Cities shall include the respective officers, agents, employees and departments of such City or Cities.
5. **Day** - “Day” shall mean a calendar day.
6. **Employee** - “Employee” shall mean a person holding a position listed in the RCS Budget.
7. **FCC** - The “FCC” shall mean the Federal Communications Commission.
8. **Fiscal Year**- “Fiscal Year” shall mean the fiscal year (as adopted by the Program Manager/Williamson County) which begins on each October 1st and ends on each September 30th of the following year.
9. **Party-owned Enhancement** - A “Party-owned Enhancement” shall mean any addition to the Williamson County Radio Communications System (RCS), such addition being owned by an RCS Party or Associate, that does not necessarily benefit all RCS Parties and Associates, including the installation of IR Sites purchased and implemented by an RCS Party or Associate that serve to enhance a specific geographic coverage area but that are not designed to benefit all RCS Parties and/or Associates under normal daily operations; station antenna systems, station alerting systems, etc.
10. **Program Manager** - The “Program Manager” shall mean Williamson County, Texas, and its designated entity or person employed to perform specified functions.
11. **PSAP** - “PSAP” shall mean “Public Safety Answering Point” which is a communications center that answers 911 telephone calls.
12. **RCS Associate** - “RCS Associate” shall mean an entity that is a user of the RCS, that is eligible to use the licensed frequencies under FCC rules and regulations, but that is not a full RCS Party as defined herein and, as such, has no membership right or eligibility to the RCS Advisory Board. In addition to the other requirements set forth herein, each RCS Associate shall be required to execute an interlocal agreement with Williamson County prior to becoming a user of the RCS. Such interlocal agreement shall serve as evidence that the RCS Associate has agreed to be bound by the terms and conditions of this Agreement. When such entities are referred to herein in the plural, they shall be termed “RCS Associates”. Associates are all entities using the RCS other than those specifically defined as “RCS Parties” defined herein.
13. **RCS Infrastructure** - “RCS Infrastructure” shall mean all system hardware and software necessary for the normal operation of both the RCS and RCS Infrastructure Equipment. The term “RCS Infrastructure” does not include Party-owned Enhancements, Subscriber Equipment and Agency-specific Equipment.

14. RCS Infrastructure Equipment - “RCS Infrastructure Equipment” shall mean all critical system equipment necessary to operate the RCS including but not limited to RCS tower sites, RCS Prime Site Controller, and connectivity devices utilized between the RCS Prime Site or Backup Site and the City of Austin. The term “RCS Infrastructure Equipment” does not include Subscriber Units, Party-owned Enhancements, Agency-specific Equipment, or connectivity devices between each PSAP and the RCS Prime Site, Backup Site or the City of Austin.

15. RCS Party - “RCS Party” shall mean and include Williamson County, the City of Georgetown, the City of Round Rock, the City of Cedar Park, and the City of Hutto / ESD #3, all of which made significant capital investments in the former CWICS system and were CWICS parties. When such entities are referred to herein in the plural, they shall be termed “RCS Parties.”

16. RCS Remaining Parties - “Remaining Parties” shall mean the parties to this Agreement who remain contractually committed to the RCS and this Agreement after the withdrawal of any RCS Party.

17. RCS System Capacity - “RCS System Capacity” shall mean the quantity of available trunked radio channel resources that are operated by the RCS and that are accessible by RCS Parties and Associates. The capacity of the system shall be such that the system supports the stated traffic loading, as delineated in Section 10, which is derived by periodic traffic monitoring.

18. RCS System Load - “RCS System Load” shall mean the amount of trunked radio traffic generated by the RCS Parties and Associates determined by radio traffic monitoring, and identified as a Grade of Service (GOS), where GOS is the probability of a user being “blocked” or delayed access to a trunked radio channel resource for more than a specified time interval as measured during a peak traffic time period defined as the “busy hour.”

19. Simulcast System - The “Simulcast System” shall mean the 800MHz trunked simulcast system linked into the Austin-Travis County Regional Radio System. The term “Simulcast System” does not include dispatch, mobile or portable radios, radio phones, agency-specific equipment or PSAP connection devices to the Simulcast System that are solely owned and maintained by each RCS Party or Associate.

20. Subscriber Equipment - “Subscriber Equipment” shall mean and include, but shall not be limited to, portable radios, mobile radios, control station radios and radio consoles owned and operated by the RCS Parties and Associates.

21. Subscriber Unit - “Subscriber Unit” shall mean a portable or fixed radio communications device such as a mobile vehicle radio, portable hand-held radio, or fixed control station within a communications center.

22. Support Vendor - “Support Vendor” shall mean a vendor properly selected (in accordance with applicable state laws) to provide maintenance, repair, troubleshooting, and/or related services for the RCS.

23. System-owned Enhancement - A “System-owned Enhancement” shall mean any addition to the RCS, such addition being owned by the RCS itself, that benefits RCS Parties and Associates overall, including but not limited to system-wide software upgrades, installation of new tower sites, or replacement of existing RCS Infrastructure Equipment.

24. System Manager - The “System Manager” shall mean the entity designated by Program Manager/Williamson County to perform duties under this Agreement at the direction of Program Manager/Williamson County, such duties to include day-to-day technical operations of the RCS as such relate to the RCS’s inter-connectivity to the Austin-Travis County Regional Radio System.

25. Williamson County - “Williamson County” shall mean Williamson County, Texas. Any reference in this Agreement to Williamson County shall include the respective officers, agents, employees and departments of Williamson County.

26. Williamson County Radio Communications System (the “RCS”) - The “RCS” shall mean the Williamson County digital radio communications system serving all RCS Parties and Associates.

SECTION 2 **PURPOSE**

The general purpose of this Agreement is to transition the City of Taylor Fire Department from receiving emergency communications services from the Taylor Police Department to receiving comprehensive emergency communications services from Williamson County, Texas.

With the exception of any document cited in this Agreement as retaining full force and effect, all previous Interlocal Agreements and/or Memorandums of Understanding, Commissioners Court or City Council decisions, proclamations, resolutions or decrees which relate to emergency communications being provided by the Taylor Police Department to the Taylor Fire Department and/or which were executed between the two parties and associated agencies shall dissolve upon execution of this Agreement, and same shall no longer be of any force or effect.

The parties to this Agreement have developed initial service level objectives attached hereto as Exhibit “A” and incorporated herein by reference for all appropriate purposes, and the parties to this Agreement have developed system performance measurements and call processing guidelines attached hereto as Exhibit “B” and incorporated herein by reference for all appropriate purposes.

SECTION 3
DISSOLUTION OF TAYLOR POLICE DEPARTMENT COMMUNICATIONS
SERVICES

The parties hereby agree and acknowledge the dissolution of Taylor Police Department providing primary emergency communications services to the Taylor Fire Department; and each and every party hereto; having been a party to the original expressly acknowledges and agrees that those services are dissolved by this document.

SECTION 4
TERM OF AGREEMENT; AND EFFECTIVE DATE

This Agreement shall be deemed to be effective as of seven o'clock on the morning of November 1, 2010 (0700hrs, 11/1/2010). The initial term of this Agreement shall be for ten (10) years, subject to the rights of withdrawal and termination as contained herein. Following the initial ten (10) year term, this Agreement shall automatically renew for additional terms of five (5) years each, subject to the rights of withdrawal and termination as contained herein.

SECTION 5
ADVISORY BOARD

Subsection 6.01: General Purpose. The parties hereto expressly acknowledge that the Advisory Board shall be advisory in nature. Notwithstanding anything contained herein to the contrary, the parties hereto expressly acknowledge that the Advisory Board shall have no authority to obligate the Emergency Communications Director/Williamson County in any financial way, nor shall the Advisory Board have the authority to make expenditures of funds.

The organizational structure of the Advisory Board is voluntary in nature and composed of interested parties of the Williamson County Fire Chief's Association. This Advisory Board is informal and meets ad hoc as necessary to discuss emergency communications needs or services. The Advisory Board is an established body, managed by, and subordinate to the Williamson County Fire Chief's Association.

Subsection 6.02: Composition. The parties hereto expressly acknowledge that the Advisory Board shall consist of only Williamson County Fire Chief's Association members. There are no term limits and membership is open to those interested in participation.

Subsection 6.03: Duties. The Advisory Board's duties and authority shall be as follows:

1. Annually review local, regional, and state radio interoperability communications plans as needed. Continuously review and revise existing emergency communications policies and procedures as needed; discuss mutual/automatic aid communications plans to include in/out of county fire-rescue-incident management responses; review radio system coverage and discuss improvements when needed.

3. Review and make recommendations to the Emergency Communications Director/Williamson County regarding the operating policies and procedures for the RCS or emergency communications center, including policies relating to radio resource management, training of communications and field personnel, system security, fleet mapping management, alias database management, capacity management, FCC compliance, and interoperability among Williamson County agencies and with other radio systems;
4. Regularly review the service level objectives and system performance measurements for emergency communications services and recommend actions to ensure reliable performance;
5. Develop and recommend System-owned Enhancements to the Emergency Communications Director/Williamson County, if and as needed, to ensure desired functionality and performance;

Subsection 6.06: Terms. The term of each Advisory Board Member is unlimited.

Subsection 6.07: Attendance Requirements. NONE

Subsection 6.08: Procedures for Advisory Board Meetings. The Advisory Board shall meet at the discretion of Williamson County or at the request of the Williamson County Fire Chief's Association. The Williamson County Fire Chief's Association (WCFCA) shall preside at each Board Meeting. The entity requesting the Board Meeting shall provide all parties with at least ten (10) days notice of proposed dates for regular meetings. The Emergency Communications Director/Williamson County and/or any Advisory Board Member may place an item on the Advisory Board's meeting agenda by submitting the item to the WCFCA at least five (5) days prior to the next scheduled meeting. The WCFCA shall submit the official agenda to the Advisory Board Members by the time that it is posted. There are no requirements to follow the Texas Open Meetings Act, but in any event not later than seventy-two (72) hours prior to the scheduled meeting.

SECTION 7 **AMENDMENTS**

Subsection 7.01: Proposal of Amendment. Either Party to this agreement may propose an amendment to this Agreement to the other Party. Both Parties shall consider the proposed amendment and make a recommendation to their respective governing bodies. The Emergency Communications Director/Williamson County shall review such proposed amendment and decide to accept or deny the proposed amendment, and shall thereafter notify the other Party and Associate, in writing, of its decision to accept or deny the proposed amendment.

Subsection 7.02: Adoption of Amendment. An amendment to this Agreement shall be effective when adopted by the governing bodies of the Parties. A Party whose governing body does not adopt such amendment may withdraw from participation in the Agreement as provided herein in Section 18. Furthermore, in the event a Party's governing body fails to adopt an

amendment within thirty (30) days of the Emergency Communications Director/Williamson County's notice of its acceptance of a proposed amendment, such Party shall be deemed to have accepted and approved the proposed amendment by its inaction. Each amendment to this Agreement shall be formalized in a written document and shall be signed by all Parties. All amendments that are proposed and adopted, whether adopted by formal adoption or adoption by a Party's inaction in accordance herewith, shall be binding on each Party.

SECTION 8

STAFFING AND OPERATIONS

Subsection 8.01: Emergency Communications Duties. The County shall provide personnel to perform all required duties for the provision of comprehensive emergency communications including, but not limited to, the day-to-day technical operations of the emergency communications system as such relate to the services provided to the City of Taylor Fire Department. All actions of the Emergency Communications Center shall be performed under the direction of the Emergency Communications Director/Williamson County.

Subsection 8.02: Emergency Communications Director Duties and Responsibilities. At a minimum, the Emergency Communications Director shall have the following duties and responsibilities:

1. *Minutes.* Assign a designee to maintain minutes of the Advisory Board meetings;
2. *Operations Authority and Recommendations.* Have operational authority of the system for daily operations, and consider recommendations from the Advisory Board on standard operating procedures and maintenance of the system;
3. *Supervision.* Supervise and oversee the personnel that are provided by Williamson County to support the system;
4. *Dispute Resolution.* Provide the first level of administrative dispute resolution to the Parties as such disputes relate to the operation of the system;
5. *Retention of System Related Documents and Agreements.* Maintain a current copy of this Agreement, any amendments to this Agreement, the most current version of all exhibits made a part of this Agreement, all program records of the system. Such documentation shall be kept in the Emergency Communications Director's Office and be made available for inspection by the Parties;
6. *Template Control.* Maintain a current copy of each Subscriber Unit and template used on Agency-specific consoles operating on the RCS. Each RCS Party and Associate is responsible for updating its respective templates and providing said copies to Williamson County. The Emergency Communications Director/Williamson County shall make templates available to all RCS Parties and Associates upon request. The Emergency Communications Director/Williamson County shall also maintain a copy of all Template Interlocal Agreements, Memorandums of Understanding, and written agreements between

RCS Parties, Associates, and other agencies authorizing the sharing, programming, and usage of any channels on the RCS. The Emergency Communications Director/Williamson County will coordinate subscriber unit templates and fleet mapping to ensure that interoperability requirements are met between all users of the RCS and the Greater Austin/Travis County Regional Radio System (GATRRS);

7. *Performance Reports.* Quarterly, or more frequently if specifically requested by the Advisory Board, provide the Advisory Board with at least one report of System performance measures, as included in the Annual System Assessment described herein;

8. *Standard Operating Procedures.* Develop, distribute, and revise current standard operating procedures for the System(s);

9. *Annual System Assessment.* Annually, or more frequently if specifically requested by the Advisory Board, provide the Advisory Board with a system assessment as to the capacity, coverage, and utilization of the RCS;

10. *RCS Availability.* Assist the RCS Parties and Associates in working to ensure operational and technical availability of RCS features to all RCS Parties and Associates which support interactions and communications with other public safety systems.

SECTION 9 **LEVEL OF SERVICES**

The Emergency Communications Director/Williamson County shall provide the City of Taylor Fire Department with a level of service which is, at a minimum, in compliance with the service level objectives and system performance measurements attached hereto as Exhibit “A” and Exhibit “B” respectively.

SECTION 10 **WILLIAMSON COUNTY RADIO COMMUNICATIONS SYSTEM “RCS”**

The Williamson County Radio Communications System “RCS” is owned and managed by the County. The RCS is utilized by Partners and Associates as defined in the Agreement. The Williamson County RCS Interlocal Agreement, of which the City of Taylor is an Associate, is attached hereto as Exhibit “D”. The RCS Interlocal Agreement remains in full force upon the execution of this Agreement.

SECTION 11 **COSTS**

This Agreement between Williamson County and the City of Taylor is a No-Cost Agreement. Williamson County agrees to provide comprehensive emergency communications services as defined herein to the City of Taylor Fire Department. This includes participation in

the Public Safety Technology Program (PSTP). The PSTP is still under development. As the project develops, additional Agreements will be required and appended to this Agreement for access, participation, and service level definitions.

SECTION 12

COMPLIANCE AND GOOD FAITH DEALING

All Parties to this Agreement shall provide and receive services in a manner consistent with the Standard Operating Procedures of the Williamson County Emergency Communications Center, in compliance with all applicable FCC Rules and Regulations, and in compliance with all applicable federal, state, and local laws.

When dealing with emergency communications related problems or issues, Parties shall utilize the Emergency Communications Director as the primary point of contact. Parties shall work in good faith with the Emergency Communications Director /Williamson County to attempt to resolve problems relating to emergency communications. Parties shall be solely financially responsible for any FCC penalties or fines or any other type of financial encumbrance caused by the actions of that specific Party.

SECTION 13

WITHDRAWAL; BREACH AND TERMINATION

Subsection 13.01: Right to Withdraw. Any Party has the right to withdraw from this Agreement by providing express written notice of its decision to withdraw to the Advisory Board, and the Emergency Communications Director/Williamson County, at least one hundred eighty (180) days prior to its projected withdrawal date. Any withdrawing Party shall remain obligated to pay all costs and fees which were lawfully incurred by such Party prior to the date of its withdrawal.

Subsection 13.02: Incidents of Breach. A breach of this Agreement shall include, but not be limited to, the following:

1. *Substantive or Knowing Violation of FCC Rules.* Any substantive or knowing violation of FCC rules and regulations by a Party, as determined by the FCC and/or the Emergency Communications Director/Williamson County;
2. *Violation of Standard Operating Procedures.* Egregious or repeated violations of the Standard Operating Procedures by a Party, as determined by the Emergency Communications Director/Williamson County. For purposes of this Agreement, egregious or repeated violations shall be deemed to have occurred when a Party violates, on three (3) separate occasions, the same or similar Standard Operating Procedure;

3. *Inappropriate Use.* Use of the emergency communications system by a Party, which use is determined to be inappropriate by the Emergency Communications Director/Williamson County and/or the Advisory Board;
4. *Failure to Make Penalty Payment.* Failure of a Party to pay FCC penalties or fines legally attributable to it, which fines resulted solely from its actions;
5. *Adverse Impact.* Any other substantial action or omission that has a material adverse impact on the operation and maintenance of the emergency communications system, as determined by the Emergency Communications Director/Williamson County and/or the Advisory Board; and/or
6. *Non-compliance with Terms and Conditions of this Agreement.* The knowing failure of a Party to substantially comply with the terms and conditions of this Agreement and/or any subsequent adopted amendments to this Agreement.

Subsection 13.03: Notice of Breach and Termination. The decision to exercise the rights and remedies granted by this Section 13 must be approved in writing, in advance, by the Williamson County Commissioner's Court. If a Party commits a breach as delineated in Subsection 13.02, the Emergency Communications Director/Williamson County shall deliver written notice of such breach to the breaching Party. Such notice must specify the nature of the breach and inform the breaching Party or Associate that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching Party under this Section 13. If the breaching Party begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by the Emergency Communications Director/Williamson County, so long as the breaching Party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the breach. If, in the opinion of the Emergency Communications Director/Williamson County, the breaching Party does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, the breaching Party shall be deemed to be in breach and the Emergency Communications Director/Williamson County may deliver written notice to the breaching Party which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching Party;
3. Notice of any financial responsibility incurred by the County due to the acts of the breaching Party;
4. Description of the failure of the breaching Party to cure timely;
5. Statement that the Party's use of the emergency communications system shall be terminated; and

6. Effective date of the termination of the Party.

Following the effective date of termination of a Party, such terminated Party shall immediately cease and desist from; and the County will cease to provide, emergency communications services to the terminated Party. The terminated Party may be subject to "System Lock-out" whereby its use of certain technologies such as computer aided dispatch (CAD) shall be restricted. The Emergency Communications Director/Williamson County and the remaining Parties shall not be liable for any damages that may arise due to the locking out of a terminated Party. A terminated Party shall remain obligated to pay all costs and fees that were lawfully incurred by such Party prior to the date of its termination.

Section 13.04: Failure to Ratify. In the event that a governing body of a Party fails to ratify and execute this Agreement or any subsequent amendments that are adopted in accordance with the terms of this Agreement, such Party may, at the discretion of the Emergency Communications Director/Williamson County, be restricted or suspended from receiving emergency communications services until such time as approval and/or ratification is obtained.

SECTION 14 **LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE EMERGENCY COMMUNICATIONS DIRECTOR OR WILLIAMSON COUNTY, INCLUDING THEIR AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES, BE LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE ATTRIBUTABLE TO THE ACTS, OMISSIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR MISREPRESENTATIONS BY ANY PARTY, OR THEIR DIRECTORS, EMPLOYEES OR AGENTS. IN NO EVENT SHALL THE EMERGENCY COMMUNICATIONS DIRECTOR OR WILLIAMSON COUNTY BE LIABLE TO ANY PARTY, BY REASON OF ANY ACT OR OMISSION RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER A CLAIM BE IN TORT, CONTRACT OR OTHERWISE, (A) FOR ANY CONSEQUENTIAL, INDIRECT, LOST PROFIT, PUNITIVE, SPECIAL OR SIMILAR DAMAGES RELATING TO OR ARISING FROM THE SERVICES, OR (B) IN ANY EVENT, IN THE AGGREGATE, FOR ANY AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY ANY PARTY UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT DETERMINED TO HAVE RESULTED FROM THE EMERGENCY COMMUNICATIONS DIRECTOR'S OR WILLIAMSON COUNTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUDULENT ACTS RELATING TO THE SERVICES PROVIDED FOR HEREUNDER.

SECTION 15 **MISCELLANEOUS PROVISIONS**

Subsection 15.01: Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance

therewith. All parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be valid and enforceable.

Subsection 15.02: Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

Subsection 15.03: Incorporation of Exhibits and Attachments. All of the exhibits and attachments referred to in this Agreement are incorporated by reference as if set forth herein verbatim.

Subsection 15.04: No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any Party, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each Party does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Subsection 15.05: Choice of Law; Jurisdiction and Venue. This Agreement shall be performable in Williamson County, Texas. This Agreement and all of the rights and obligations of the Parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without reference to its conflicts of law provisions. Williamson County shall be the sole place of jurisdiction and venue for any legal action arising from or related to this Agreement.

Subsection 15.06: Assignment. Except as otherwise provided in this Agreement, the rights and duties of the Emergency Communications Director, Williamson County and the Parties may not be assigned or delegated without the prior written consent of all the Parties. Any authorized assignment or delegation of 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.

Subsection 15.07: No Personal Benefit. No party to this Agreement intends to (1) benefit any person who is not either named as a Party; (2) assume any special duty to supervise the operations of another Party; (3) provide for the safety of any specific person; or (4) assume any other duty other than that imposed by this Agreement and general law.

Subsection 15.08: Notice. Any notice given hereunder shall be in writing, and shall be delivered by personal delivery, or by registered or certified mail, with return receipt requested, at the address of the respective parties indicated below:

Williamson County
c/o: Emergency Communications Director
508 South Rock Street
Georgetown, Texas 78626

Williamson County
c/o Williamson County Judge
710 South Main Street
Georgetown, Texas 78626

The above addresses for notice may be changed at any time by delivering written notice of change to the Emergency Communications Director/Williamson County in accordance with the notice requirements of this Subsection 15.08 and elsewhere in this Agreement.

Subsection 15.09: Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Subsection 15.10: Attorneys Fees. In any lawsuit concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party, plus out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

Subsection 15.11: Compliance with Applicable Laws. All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority. Nothing in this Agreement is intended to conflict with any Party's zoning, franchise, or health and safety authority.

Subsection 15.12: Dispute Resolution. Should dispute arise between any parties to this Agreement concerning the terms of this Agreement, the dispute shall be first presented for resolution to the Emergency Communications Director. If the Emergency Communications Director cannot timely resolve the issue, the Emergency Communications Director or the Party shall then recommend that the issue be referred to the Williamson County Senior Director of Emergency Services. If an amicable resolution cannot be reached, Williamson County will retain a certified mediator to attempt to mediate a resolution to the conflict. Any costs of mediation will be shared equally by parties involved in the dispute subject of the mediation. If a resolution cannot be obtained through such mediation, the parties may then litigate the dispute in a court of competent jurisdiction.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

Subsection 15.13: Abatement of Costs. Parties and Associates shall not be entitled to any damages, nor to any abatement or reduction of any fees for any repairs, alterations, additions or temporary failures of the emergency communications system.

Subsection 15.14: Independent Relationships. The Parties shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

Subsection 15.15: Execution in Multiple Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all Parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.

Subsection 15.16: Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all other oral and/or 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, or its respective officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands on this _____ day of _____, 2010.

WILLIAMSON COUNTY

ATTEST:

By: _____
DAN A. GATTIS,
Williamson County Judge

By: _____
NANCY RISTER,
Williamson County Clerk

By: _____
JOHN SNEED
Senior Director of Emergency Services

By: _____
PATRICK COBB
Director of Emergency Communications

CITY OF TAYLOR

By: _____

EXHIBIT A

STANDARD OPERATING GUIDELINES

HISTORY

The City of Taylor Police Department is the 9-1-1 PSAP for the City of Taylor. The City PSAP receives all 9-1-1 calls made within the city limits.

PURPOSE

To ensure all 9-1-1 calls or non-emergency calls for service received from within the City requiring fire department or emergency medical services response receives prompt transfer to Williamson County Emergency Communications for processing and emergency services dispatching.

PROCEDURE

1. The CITY PSAP will receive initial 9-1-1 or non-emergency telephone calls for service requiring fire department or emergency medical services.
2. The CITY PSAP will triage these calls following established internal guidelines.
3. When a 9-1-1 call(s) has been determined to require fire department or emergency medical services, the CITY PSAP will promptly transfer the caller to Williamson County Emergency Communications via the 9-1-1 PLANT/CML equipment.
4. When a non-emergency call for service is received by CITY PSAP, the CITY PSAP will transfer the non-emergency caller to the COUNTY PSAP via traditional non-emergency circuits; or notify the COUNTY PSAP via telephone.
5. The CITY PSAP will identify themselves to Williamson County Emergency Communications during the call transfer process and announce to COUNTY that they are transferring a fire or medical call.
6. The COUNTY PSAP will process the transferred call following internal guidelines and dispatch the appropriate fire department resources.
7. The CITY PSAP may remain on the line or disconnect from the live call after the transfer has successfully occurred and the COUNTY PSAP has made contact with the caller.

Exhibit B – Initial Service Level Objectives

The Williamson County Emergency Communications System (RCS) has been designed and engineered to provide an extremely high level of service to users. System reliability, coverage, availability, implementation, and maintenance will continue to be focused on providing high quality, public safety grade service to all users.

System loading is one key characteristic of measuring a system's effectiveness as well as the need to plan for expansion should loading and traffic patterns suggest that the system infrastructure is approaching a saturation point. System loading encompasses several different components including, but not limited to; non-emergency telephone traffic, emergency telephone traffic, case number generation, radio system utilization, etc.

Radio system measurement of loading is done by a Grade of Service, where Grade of Service is the probability of a user being "blocked" or delayed access to a trunked radio channel resource for more than a specified time interval measured. The "Busy Hour" is defined as the hour within a 24 hour period that has the highest average traffic load, averaged over a statistically significant number of days.

Non- radio measurement of loading to monitor telephone and CAD transactions are also defined by a Grade of Service, where Grade of Service is the probability of a user receiving a specific service within an agreed upon parameter such as number of telephone rings before answering, number of radio calls before answering during a specified time interval measured. The "Busy Hour" is defined as the hour within a 24 hour period that has the highest average traffic load, averaged over a statistically significant number of days.

Through advance, long-range planning and ongoing assessment of current system loading, forecasted growth in population, call volume, and technological developments, the Emergency Communications Director will responsibly and methodically plan for keeping the emergency communications system functioning at a level that will continually meet or exceed the reasonably foreseeable demands of the system and the users that it supports.

If the collected traffic data on the various elements, plotted on a monthly basis, indicates a trend where the GOS exceeds 1% and the queue (wait for a channel grant, telephone rings, etc.) time exceeds 1 second over a period of three consecutive months, steps shall be taken to increase capacity once any potential anomalous occurrences or conditions have been examined and explained. Clearly, it is desirable that *no* busy signals will be received by a public safety user at any point for radio services; or, continuous extended telephone rings for telephone services and it is equally clear that no system can be designed that will assure that no busy signal or extended telephone rings will ever be received during an extraordinary event.

As such, the Emergency Communications Director will continuously and proactively monitor system performance, actual measured growth and system demand over time, and anticipated growth in users and population, and all other known factors affecting system loading and performance. This monitoring will be an integral part of system planning, and plans will be in place well in advance of need for system expansion, to allow for orderly funding processes and

lead time for development of system expansion, be it for equipment acquisition and construction to any needed land acquisition and development, increase in communications staff or other factors.

Funding needs and availability will be identified and communicated in a timely manner to allow Williamson County to have adequate time for identifying and securing funding, and to identify any potential funding impacts on Parties. Additionally, the Emergency Communications Director will maintain awareness of obsolescence or dates for manufacturer abandonment of support of infrastructure components and subscriber equipment, and will advise all Parties of any such dates in order to provide adequate advance notice to Parties for anticipated financial obligations on their parts for subscriber equipment or any other user-owned equipment.

Service measurements will continue to be honed through the system life-cycle, based upon recommendations from the Advisory Board to the Emergency Communications Director. Ongoing monitoring of system performance measurements and adoption of baseline data will allow the management of system capacity and performance to be defined to a more granular level and more precisely monitored and measured throughout the life of the system.

Service measurements also include standards and policy compliance for all Parties. Williamson County Emergency Communications has adopted and abides by the emergency communications standards published by the National Academy of Emergency Dispatch (NAED). All fire-rescue/EMS communications professionals are certified Emergency Fire and Emergency Medical Telecommunicators by the NAED. As such, the County follows stringent quality control/assurance procedures established by NAED.

Williamson County Emergency Communications is NIMS compliant adhering to the Incident Command System as doctrine relates to operability, interoperability, emergency communications, and information management.

No unconditional guarantees of operability are implied or provided. Furthermore, no unconditional guarantees of funding availability are implied or can be provided.

Exhibit C – System Performance Measurements

The Williamson County Emergency Communications System is measured as to effectiveness and capacity on an ongoing basis. Optimal service and capacity levels will continue to be refined through the life of the system, as defined by the Emergency Communications Director, based upon his/her expertise and experience, and with the advice and recommendations of the Advisory Board.

Radio Measurement factors will include:

Measured Item	Metric
System busy signals	• Number of busy signals received by hour/day
Subscriber units	• Total number, and number per channel pair
Coverage	• Signal strength measurements • Propagation modeling • Population density overlays
System Loading	• Percentage of time per hour that a radio transmission (base or mobile) is taking place per radio frequency pair • By hour, by day

Other measurements will likely be identified as appropriate throughout the life-cycle of the system, and will be adopted as appropriate by the County with the advice of the Advisory Board, and refined as appropriate.

Communications Center Services Measurement factors will include:

Measured Item	Metric
Non-Emergency Telephone	• Number of rings per call
Emergency Telephone	• Length of time and number of rings per call
Redundant Call-Back	• Percentage of time per hour that a field unit must repeat radio calls to County • By hour, by day

EXHIBIT D
WCRCS ILA

**INTERLOCAL AGREEMENT
FOR THE ESTABLISHMENT, OPERATION AND MAINTENANCE OF
THE WILLIAMSON COUNTY RADIO COMMUNICATIONS SYSTEM**

THE STATE OF TEXAS

'

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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This Interlocal Agreement (the "Agreement") is made and entered into by and between WILLIAMSON COUNTY, the CITY OF GEORGETOWN, the CITY OF ROUND ROCK, the CITY OF CEDAR PARK, and the CITY OF HUTTO/ESD #3, all of which are local governments defined as counties, municipalities, and special districts, and all of which are political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code, Chapter 791, Section 791.011(a) and Section 791.011(c)(2) provides that local governments may contract with other local governments to perform governmental functions and services that each party to the contract is authorized to perform individually; and

WHEREAS, each of the parties hereto requires a radio communications system with the capability of communicating on a regular basis within Williamson County and Travis County, Texas (the "Capitol Region"); and

WHEREAS, all parties continue to incur considerable costs in maintaining radio communications systems for their daily use through the existing County Wide Integrated Communications System ("CWICS"); and

WHEREAS, as CWICS is an analog system which is nearing the end of operational capabilities and will soon be obsolete; and

WHEREAS, all parties desire to share in the design, establishment, maintenance and operations of a digital regional radio communications system; and

WHEREAS, representatives of the parties have met periodically with Williamson County, Travis County, the City of Austin, and other political subdivisions located within those jurisdictions, all of which share common interests in the continued development of a digital regional radio communications system, and all of which desire to participate in the Austin-Travis County Regional Radio System; and

WHEREAS, the parties have reached agreement on certain areas of common concern, including the need to dissolve the current CWICS organization, and the need to establish an advisory body, administrative procedures, and financing structures for a new digital regional radio communications system; and

WHEREAS, the parties comprising CWICS desire to contract in this Agreement for the dissolution of CWICS; and

WHEREAS, the parties hereto desire to contract in this Agreement for the establishment of the Williamson County Radio Communications System (the “RCS”):

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

SECTION 1 **DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

Overarching Definition: Williamson County Radio Communications System (the “RCS”) - The “RCS” shall mean the Williamson County digital radio communications system serving all RCS Parties and Associates.

5. **Advisory Board** - The “Advisory Board” shall mean the RCS body that provides recommendations to the Program Manager/Williamson County as to issues relating to the overall direction of the RCS, management and operations issues, system issues, and other issues relating to areas delineated in this Agreement in Section 6.

6. **Agency-specific Equipment** - “Agency-specific Equipment” shall mean 911 telephone equipment, logging recorders, printers, copiers, computers, telephones, and all other communications center equipment not directly related to the RCS.

7. **Cities** - “Cities” shall mean and include the City of Georgetown, Texas, the City of Round Rock, Texas, the City of Cedar Park, Texas, and the City of Hutto, Texas. Any reference in this Agreement to any such City or Cities shall include the respective officers, agents, employees and departments of such City or Cities.

4. **County Wide Interagency Communications System (CWICS)** - “CWICS” shall mean the previously-existing emergency analog radio system which operated in and for Williamson County and the City of Georgetown, City of Round Rock, City of Cedar Park, and City of Hutto / ESD #3.

5. **Day** - “Day” shall mean a calendar day.

6. **Employee** - “Employee” shall mean a person holding a position listed in the RCS Budget.

7. **FCC** - The “FCC” shall mean the Federal Communications Commission.

8. **Fiscal Year**- “Fiscal Year” shall mean the fiscal year (as adopted by the Program Manager/Williamson County) which begins on each October 1st and ends on each September 30th of the following year.
9. **Hutto / ESD #3** - “Hutto / ESD #3” or “City of Hutto / ESD #3” shall collectively mean both the City of Hutto, Texas and the Williamson County Emergency Services District #3, as established under V.T.C.A., Health and Safety Code, Chapter 775.
11. **IR Site** - The “IR Site” shall mean the “intelligent repeater” site which is a non-simulcast trunked site that utilizes independent frequencies, and which is linked to the Master Site Controller.
12. **Master Site Controller** - The “Master Site Controller” shall mean the City of Austin master site control computer system.
13. **Party-owned Enhancement** - A “Party-owned Enhancement” shall mean any addition to the RCS, such addition being owned by an RCS Party or Associate, that does not necessarily benefit all RCS Parties and Associates, including the installation of IR Sites purchased and implemented by an RCS Party or Associate that serve to enhance a specific geographic coverage area but that are not designed to benefit all RCS Parties and/or Associates under normal daily operations.
14. **Program Manager** - The “Program Manager” shall mean Williamson County, Texas, and its designated entity or person employed to perform specified functions.
14. **PSAP** - “PSAP” shall mean “Public Safety Answering Point” which is a communications center that answers 911 telephone calls.
15. **RCS Associate** - “RCS Associate” shall mean an entity that is a user of the RCS, that is eligible to use the licensed frequencies under FCC rules and regulations, but that is not a full RCS Party as defined herein and, as such, has no membership right or eligibility to the Advisory Board. In addition to the other requirements set forth herein, each RCS Associate shall be required to execute an interlocal agreement with Williamson County prior to becoming a user of the RCS. Such interlocal agreement shall serve as evidence that the RCS Associate has agreed to be bound by the terms and conditions of this Agreement. When such entities are referred to herein in the plural, they shall be termed “RCS Associates.”
16. **RCS Infrastructure** - “RCS Infrastructure” shall mean all system hardware and software necessary for the normal operation of both the RCS and RCS Infrastructure Equipment. The term “RCS Infrastructure” does not include Party-owned Enhancements, Subscriber Equipment and Agency-specific Equipment.
17. **RCS Infrastructure Equipment** - “RCS Infrastructure Equipment” shall mean all critical system equipment necessary to operate the RCS including but not limited to RCS tower sites, RCS Prime Site Controller, and connectivity devices utilized between the

RCS Prime Site or Backup Site and the City of Austin. The term “RCS Infrastructure Equipment” does not include Subscriber Units, Party-owned Enhancements, Agency-specific Equipment, or connectivity devices between each PSAP and the RCS Prime Site, Backup Site or the City of Austin.

18. RCS Party - “RCS Party” shall mean and include Williamson County, the City of Georgetown, the City of Round Rock, the City of Cedar Park, and the City of Hutto / ESD #3, all of which made significant capital investments in the former CWICS system and were CWICS parties. When such entities are referred to herein in the plural, they shall be termed “RCS Parties.”

19. RCS Prime Site - The “RCS Prime Site” shall mean a site located in Williamson County which will contain, at a minimum, the number of repeaters and central controllers necessary to properly operate the RCS for all RCS Parties and Associates.

20. RCS Prime Site Controller - “RCS Prime Site Controller” shall mean the computer equipment located and operated at the RCS Prime Site which controls the trunked operation of the RCS.

21. RCS Remaining Parties - “Remaining Parties” shall mean the parties to this Agreement who remain contractually committed to the RCS and this Agreement after the withdrawal of any RCS Party.

22. RCS System Capacity - “RCS System Capacity” shall mean the quantity of available trunked radio channel resources that are operated by the RCS and that are accessible by RCS Parties and Associates. The capacity of the system shall be such that the system supports the stated traffic loading, as delineated in Section 10, which is derived by periodic traffic monitoring.

23. RCS System Load - “RCS System Load” shall mean the amount of trunked radio traffic generated by the RCS Parties and Associates determined by radio traffic monitoring, and identified as a Grade of Service (GOS), where GOS is the probability of a user being “blocked” or delayed access to a trunked radio channel resource for more than a specified time interval as measured during a peak traffic time period defined as the “busy hour.”

24. Simulcast System - The “Simulcast System” shall mean the 800MHz trunked simulcast system linked into the Austin-Travis County Regional Radio System. The term “Simulcast System” does not include dispatch, mobile or portable radios, radio phones, agency-specific equipment or PSAP connection devices to the Simulcast System that are solely owned and maintained by each RCS Party or Associate.

25. Subscriber Equipment - “Subscriber Equipment” shall mean and include, but shall not be limited to, portable radios, mobile radios, control station radios and radio consoles owned and operated by the RCS Parties and Associates.

26. Subscriber Unit - “Subscriber Unit” shall mean a portable or fixed radio communications device such as a mobile vehicle radio, portable hand-held radio, or fixed control station within a communications center.

27. Support Vendor - “Support Vendor” shall mean a vendor properly selected (in accordance with applicable state laws) to provide maintenance, repair, troubleshooting, and/or related services for the RCS.

28. System-owned Enhancement - A “System-owned Enhancement” shall mean any addition to the RCS, such addition being owned by the RCS itself, that benefits RCS Parties and Associates overall, including but not limited to system-wide software upgrades, installation of new tower sites, or replacement of existing RCS Infrastructure Equipment.

29. System Manager - The “System Manager” shall mean the entity designated by Program Manager/Williamson County to perform duties under this Agreement at the direction of Program Manager/Williamson County, such duties to include day-to-day technical operations of the RCS as such relate to the RCS’s inter-connectivity to the Austin-Travis County Regional Radio System.

30. Williamson County - “Williamson County” shall mean Williamson County, Texas. Any reference in this Agreement to Williamson County shall include the respective officers, agents, employees and departments of Williamson County.

SECTION 2 **PURPOSE**

The general purpose of this Agreement is to dissolve CWICS, to provide for the establishment of the Williamson County Radio Communications System (RCS), to establish an organizational and management structure for the ongoing administration, operation, and maintenance of the RCS, and to create a budget process, funding processes, strategic planning and budget forecasting processes, and allocation of costs associated with, operating, maintaining, and upgrading the RCS.

With the exception of any document cited in this Agreement as retaining full force and effect, all previous Interlocal Agreements and/or Memorandums of Understanding, Commissioners Court or City Council decisions, proclamations, resolutions or decrees which relate to CWICS and/or which were executed between the CWICS parties and associated agencies shall dissolve upon execution of this Agreement, and same shall no longer be of any force or effect.

The parties to this Agreement have developed initial service level objectives attached hereto as Exhibit “B” and incorporated herein by reference for all appropriate purposes, and the parties to this Agreement have developed system performance measurements attached hereto as Exhibit “C” and incorporated herein by reference for all appropriate purposes.

SECTION 3 DISSOLUTION OF CWICS

The parties comprising CWICS hereby agree and accomplish the dissolution of CWICS; and each and every party hereto, having been a party to the original CWICS "Communications System Interlocal Agreement" dated May 8, 1997, and the "Interlocal Agreement" dated November 8, 2001, and the "Agreement for Buy-In to CWICS 800 Trunking Board" dated March 17, 2004 (all being attached hereto), expressly acknowledges and agrees that CWICS is dissolved by this document.

SECTION 4 FREQUENCIES

Prior to or contemporaneous with its execution of this Agreement, the City of Cedar Park agrees to transfer to Williamson County five (5) 800 MHz frequencies currently licensed to Cedar Park. Williamson County hereby agrees to re-license said frequencies and include them in the RCS frequency pool.

The City of Cedar Park agrees to relinquish its current single site five (5) channel 800MHz analog radio system, and ownership of same shall revert to or otherwise be transferred to Williamson County.

It is expressly acknowledged and agreed by the parties hereto that the resolution unanimously passed by the Williamson County Commissioner's Court on September 11, 2001, under Agenda Item 21, remains in full force and effect. Such resolution recites as follows: "Now, therefore, be it resolved by the Commissioner's Court of Williamson County, Texas, that the County agrees that if any participating entity in CWICS transfers its FCC license to Williamson County, the County will transfer said license back to said entity if said entity withdraws from CWICS, or CWICS is dissolved."

In accordance with the immediately-preceding paragraph, it is expressly acknowledged and agreed by the parties hereto that, due to the dissolution of CWICS, the Cities, as defined herein in Section 1(3), currently retain all rights to make demand for and receive reassignment of their individual and respective FCC licenses and frequencies back to themselves from Williamson County. In the spirit of cooperation, the Cities agree to forego their right to demand the immediate reassignment of their individual and respective FCC licenses and frequencies and hereby agree to allow said frequencies to remain in the name of Williamson County and be used for purposes of a RCS frequency pool; provided, however, the parties to this Agreement agree that the Program Manager/Williamson County shall consent to and authorize the reassignment of said FCC licenses and frequencies back to any of the Cities that choose to withdraw from this Agreement pursuant to Section 18 herein below or consent to and authorize the reassignment of the individual and respective FCC licenses and frequencies back to all of the Cities if the RCS is dissolved in its entirety. In the event of a reassignment of said FCC licenses and frequencies following a RCS Party's withdrawal from the RCS, the parties hereto acknowledge that they may not be reassigned the same frequency that they previously assigned to Williamson County prior

to the dissolution of CWICS since such frequency may be in use as an RCS control channel. However, in such case, the Program Manager/Williamson County shall reassign a comparable frequency to the withdrawing RCS Party. The parties to this Agreement expressly acknowledge their understanding that this provision shall have primacy over and shall supersede any statement to the contrary contained herein or elsewhere.

Williamson County agrees to keep the frequencies which are in the RCS frequency pool active in order to prevent any reversion of frequencies back to the FCC.

SECTION 5

TERM OF AGREEMENT; AND EFFECTIVE DATE

This Agreement shall be deemed to be effective as of October 1, 2007. The initial term of this Agreement shall be for ten (10) years, subject to the rights of withdrawal and termination as contained herein. Following the initial ten (10) year term, this Agreement shall automatically renew for up to a maximum of two (2) additional terms of five (5) years each, subject to the rights of withdrawal and termination as contained herein. .

SECTION 6

ADVISORY BOARD

Subsection 6.01: General Purpose. The parties hereto expressly acknowledge that the Advisory Board shall be advisory in nature. Notwithstanding anything contained herein to the contrary, the parties hereto expressly acknowledge that the Advisory Board shall have no authority to obligate the Program Manager/Williamson County in any financial way, nor shall the Advisory Board have the authority to make expenditures of funds.

The organizational structure of the RCS and the initial composition of the Advisory Board are delineated in Exhibit "A" attached hereto and incorporated herein by reference for all appropriate purposes.

The Advisory Board shall generally do the following: (1) provide recommendations to the Program Manager/Williamson County relating to the overall direction of the RCS; (2) collaborate with the Program Manager/Williamson County and with the System Manager to prepare and maintain a revolving five-year strategic plan/budget forecast to address such issues as RCS System Capacity, Party-owned Enhancements, System-owned Enhancements, and coverage issues; (3) provide recommendations relating to management and operations of the RCS to the Program Manager/Williamson County; (4) provide recommendations relating to standard operating procedures for the RCS to the Program Manager/Williamson County; (5) provide overall advice regarding the RCS to the Program Manager/Williamson County; (6) assist the Program Manager/Williamson County in the resolution of RCS issues; and (7) provide recommendations to the Program Manager/Williamson County relating to operational governance of Party-owned Enhancements, System-owned Enhancements, alias database management, template controls, interoperability, RCS budgets, performance, compatibility, and other system issues. It is hereby acknowledged that the Advisory Board may exercise only the powers and duties specifically authorized under this Agreement.

Subsection 6.02: Composition. The parties hereto expressly acknowledge that the Advisory Board shall consist of only RCS Parties, and that RCS Associates shall have no membership rights or eligibility to serve on the Advisory Board. Additionally, the parties hereto expressly acknowledge that the City of Hutto and the Williamson County ESD #3 shall together constitute and be considered as a single RCS Party and shall be entitled to designate only one member to the Advisory Board.

The Advisory Board shall consist of only one member from Williamson County, one member from the City of Georgetown, one member from the City of Round Rock, one member from the City of Cedar Park, and one member from the City of Hutto / ESD #3. As soon as is practicable after execution of this Agreement, each such RCS Party entity shall designate in writing the name of its Board Member and the name of one Alternate Board Member, and shall submit same to the Program Manager/Williamson County.

Subsection 6.03: Officers. The Williamson County Judge or his/her designee shall be the permanent Chair of the Advisory Board.

The Advisory Board shall elect a Vice-Chair annually in the first month of each Fiscal Year, or as soon thereafter as is practicable. The Vice-Chair shall be responsible for acting in the absence of the Chair.

The Program Manager/Williamson County shall designate a person not serving as an Advisory Board Member to serve as Secretary to the Advisory Board. The Program Manager/Williamson County shall provide any necessary administrative support to the Advisory Board.

Subsection 6.04: Quorum and Voting. No action may be considered or taken by the Advisory Board unless a quorum is present. A quorum shall be constituted only when a majority of the Advisory Board Members or Alternate Board Members is present.

Each member of the Advisory Board shall have one vote. The affirmative vote of a simple majority is required to pass any action in which the Advisory Board is authorized to act on under this Agreement. All actions taken as the result of a vote by an RCS Party's Advisory Board Member shall be binding on the RCS Party.

Subsection 6.05: Duties. The Advisory Board's duties and authority shall be as follows:

1. After the first five Fiscal Years of this Agreement when the annual Subscriber Unit Fee is frozen in accordance with Subsection 14.02 herein, review the apportionment of the Annual Assessment between the RCS Parties and Associates and recommend to the Program Manager/Williamson County any adjustments needed;
2. Annually review the draft annual RCS Budget and the revolving five-year strategic plan/budget forecast as prepared by the Program Manager/Williamson County delineating funds needed to operate, maintain, upgrade and use the RCS. Each annual draft

budget and each revolving five-year strategic plan/budget forecast shall be presented to the Advisory Board by not later than April 30th of each year. In the event a RCS Party does not agree with the draft RCS Budget as presented, it must, within thirty (30) days following receipt of the draft RCS Budget, provide the Program Manager/Williamson County and the Advisory Board with a detailed explanation of its issues and a detailed recommendation as to possible solutions to resolve the issues raised;

3. Review and make recommendations to the Program Manager/Williamson County regarding the operating policies and procedures for the RCS, including policies relating to radio resource management, training of communications and field personnel, system security, fleet mapping management, alias database management, capacity management, FCC compliance, and interoperability among Williamson County agencies and with other radio systems;

4. Regularly review the service level objectives and system performance measurements for the RCS and recommend actions to ensure reliable RCS performance;

5. Develop and recommend System-owned Enhancements to the Program Manager/Williamson County, if and as needed, to ensure desired RCS functionality and performance;

6. In conjunction with annual RCS reviews performed by the Program Manager/Williamson County, consider the impact of proposed RCS Associate applicants on the capacity of the RCS and recommend approval or denial of applications to allow additional RCS Associates;

7. Periodically provide input on the performance of the Program Manager/Williamson County;

8. Periodically provide input relating to the hiring of the Program Manager/Williamson County's staff person(s) designated to perform the duties of the Program Manager/Williamson County. The Program Manager/Williamson County shall consider the Advisory Board's evaluation and input in this regard, but the parties hereto expressly acknowledge that the Program Manager/Williamson County retains the exclusive right to take personnel actions, if any, with respect to its staff working on the RCS; and

9. Assist the Program Manager/Williamson County in developing agreements and standards defining the roles and responsibilities of the RCS Parties and Associates for System-owned Enhancements that are approved by the Program Manager/Williamson County. The funding for such System-owned Enhancements shall be included in the referenced agreements and standards. System-owned Enhancements shall be based on recommendations from the RCS Parties, RCS Associates, the Program Manager/Williamson County, and the System Manager. Any System-owned Enhancements or Party-owned Enhancements to the RCS shall be included in the revolving five-year strategic plan/budget forecast reviewed at least annually.

Subsection 6.06: Terms. The term of each Advisory Board Member shall be for two (2) years, but he/she shall serve at the pleasure of the appointing RCS Party and may be removed by said RCS Party at any time with or without cause. There shall be no term limits for an RCS Party's Advisory Board Member, and no prohibition against successive re-appointment. There shall be no term limits for the Chair and Vice-Chair, and no prohibition against successive service or election.

Subsection 6.07: Attendance Requirements. Either an Advisory Board Member or an Alternate Advisory Board Member of each RCS Party shall attend all properly-noticed meetings.

Subsection 6.08: Procedures for Advisory Board Meetings. The Advisory Board shall meet at least quarterly each Fiscal Year. The Chair shall preside at each Board Meeting, and the Vice-Chair shall act in the absence of the Chair. The Chair shall provide the Advisory Board Members with at least ten (10) days notice of proposed dates for regular meetings. The Program Manager/Williamson County and/or any Advisory Board Member may place an item on the Advisory Board's meeting agenda by submitting the item to the Chair at least five (5) days prior to the next scheduled meeting. The Chair shall submit the official agenda to the Advisory Board Members by the time that it is posted in accordance with the Texas Open Meetings Act, but in any event not later than seventy-two (72) hours prior to the scheduled meeting.

Subsection 6.09: Special Meetings. The Advisory Board Chair or the Program Manager/Williamson County may call special meetings upon seventy-two (72) hours' prior written notice to the Advisory Board Members. Special meetings may be called to address unplanned contingencies relating to the RCS or to address RCS Budget related items. A majority of the Advisory Board Members may also call special meetings of the Advisory Board upon proper posting and seventy-two (72) hours' prior written notice of the date, location, and purpose of the meeting to the Advisory Board Chair and to each Board Member.

Subsection 6.10: Actions of the Advisory Board. The Advisory Board shall not take any action that would violate any applicable statute, law, regulation, court order, ordinance or commissioners' court order. Further, all Advisory Board Meetings shall comply with the Texas Open Meetings Act.

SECTION 7 **AMENDMENTS**

Subsection 7.01: Proposal of Amendment. Any RCS Party, through its Advisory Board Member, may propose an amendment to this Agreement to the Advisory Board. The Advisory Board shall consider the proposed amendment and make a recommendation to the Program Manager/Williamson County. The Program Manager/Williamson County shall review such proposed amendment and decide to accept or deny the proposed amendment, and shall thereafter notify each RCS Party and Associate, in writing, of its decision to accept or deny the proposed amendment.

Subsection 7.02: Adoption of Amendment. An amendment to this Agreement shall be effective when adopted by the governing bodies of the RCS Parties. An RCS Party whose

governing body does not adopt such amendment may withdraw from participation in the RCS as provided herein in Section 18. Furthermore, in the event a RCS Party's governing body fails to adopt an amendment within thirty (30) days of the Program Manager/Williamson County's notice of its acceptance of a proposed amendment, such RCS Party shall be deemed to have accepted and approved the proposed amendment by its inaction. Each amendment to this Agreement shall be formalized in a written document and shall be signed by all RCS Parties. All amendments that are proposed and adopted, whether adopted by formal adoption or adoption by an RCS Party's inaction in accordance herewith, shall be binding on each RCS Party and Associate.

SECTION 8

STAFFING AND OPERATIONS

Subsection 8.01: System Manager Duties. The System Manager shall provide personnel to perform all required duties including, but not limited to, the day-to-day technical operations of the RCS as such relate to the RCS's inter-connectivity to the Austin-Travis County Regional Radio System. All actions of the System Manager shall be performed under the direction of the Program Manager/Williamson County.

Subsection 8.02: Program Manager Duties and Responsibilities. At a minimum, the Program Manager shall have the following duties and responsibilities:

1. *Minutes.* Assign a designee to maintain minutes of the Advisory Board meetings;
2. *Operations Authority and Recommendations.* Have operational authority of the system for daily operations, and consider recommendations from the Advisory Board on standard operating procedures and maintenance of the RCS;
3. *Supervision.* Supervise and oversee the personnel that are provided by the System Manager and the Program Manager/Williamson County to support the RCS;
4. *Dispute Resolution.* Provide the first level of administrative dispute resolution to the RCS Parties and Associates as such disputes relate to the operation of the RCS;
5. *Retention of RCS Related Documents and Agreements.* Maintain a current copy of this Agreement, any amendments to this Agreement, the most current version of all exhibits made a part of this Agreement, all program records of the RCS, all bills of sale, licenses, leases, titles, and other legal documents related to the use and ownership of the RCS Infrastructure, System-owned Enhancements and real property acquired under this Agreement, and copies of the most current versions of any subsequently-developed operating procedures or standards of the RCS. Such documentation shall be kept in the Program Manager's Office and be made available for inspection by the RCS Parties and Associates;
6. *Template Control.* Maintain a current copy of each Subscriber Unit and template used on Agency-specific consoles operating on the RCS. Each RCS Party and Associate is

responsible for updating its respective templates and providing said copies to the Program Manager/Williamson County. The Program Manager/Williamson County shall make templates available to all RCS Parties and Associates upon request. The Program Manager/Williamson County shall also maintain a copy of all Template Interlocal Agreements, Memorandums of Understanding, and written agreements between RCS Parties, Associates, and other agencies authorizing the sharing, programming, and usage of any channels on the RCS. The Program Manager/Williamson County will coordinate subscriber unit templates and fleet mapping to ensure that interoperability requirements are met between all users of the RCS and the City of Austin Regional Radio System;

7. *RCS Budget and Staff Reports.* Provide a draft annual RCS Budget and a revolving five-year strategic plan/budget forecast to the RCS Parties and Associates by no later than April 30th of each year, as well as provide annual staff reports as requested by the Advisory Board;
8. *Performance Reports.* Quarterly, or more frequently if specifically requested by the Advisory Board, provide the Advisory Board with at least one report of RCS performance measures, as included in the Annual System Assessment described herein;
9. *Job Descriptions.* Maintain descriptions of the duties of Williamson County and/or the Program Manager staff that is employed on the RCS;
10. *Inventory Report.* Maintain and provide an annual inventory report to the RCS Parties and Associates which describes all RCS Infrastructure and real property acquired under this Agreement and contains an assessment of condition of such inventory;
11. *Manuals and Warranties.* Maintain current operation manuals and warranty information for all RCS Infrastructure Equipment;
12. *Standard Operating Procedures.* Develop, distribute, and revise current standard operating procedures for the RCS;
13. *Contract Administration.* Administer all contracts for the operation and maintenance of the RCS;
14. *Annual System Assessment.* Annually, or more frequently if specifically requested by the Advisory Board, provide the Advisory Board with a system assessment as to the capacity, coverage, and utilization of the RCS;
15. *RCS Availability.* Assist the RCS Parties and Associates in working to ensure operational and technical availability of RCS features to all RCS Parties and Associates which support interactions and communications with other public safety systems.

The parties expressly acknowledge and agree that the Program Manager might resign, be terminated, be re-assigned, have its/his/her duties re-structured, or otherwise be “separated from duty” by being withdrawn from performing a portion of or all duties hereunder. In that event,

the Advisory Board Chair shall act as interim Program Manager until the time that Williamson County designates a replacement permanent Program Manager. Within ten (10) days of separation from duty, the former Program Manager shall have the obligation to fully transfer to the interim Program Manager possession and control of all documents, budgets, inventory lists, standard operating procedures, RCS Infrastructure, and all items of personal property and real property related in any manner to this Agreement and to the RCS. Following such transfer, the former Program Manager shall be relieved of further obligations hereunder.

SECTION 9

LEVEL OF SERVICES

The Program Manager/Williamson County shall provide all RCS Parties and Associates with a level of service which is, at a minimum, in compliance with the service level objectives and system performance measurements attached hereto as Exhibit "B" and Exhibit "C" respectively.

SECTION 10

RCS SYSTEM CAPACITY AND RCS SYSTEM LOAD

The Program Manager/Williamson County shall be charged with the collection of trunked system radio traffic data. Data collected each month shall be such so that a statistically valid sample is obtained.

System loading data shall be collected and stored. The Program Manager/Williamson County shall consult with the Advisory Board regarding the most appropriate method of presentation. One such method can be a "channel activity" graph that illustrates the number of transactions on each channel. Another such method can be a traffic profile chart that includes, among other items, the calls per hour, duration of call, and calls per unit per hour. Such data shall be used to determine the Grade of Service, which shall be metric used to determine system performance in regards to the system's ability to adequately serve the users.

If the collected data, plotted on a monthly basis, indicates a trend where the GOS exceeds one percent (1%) and the queue (wait for a channel grant) time exceeds one (1) second over a period of three (3) consecutive months, steps shall be taken to increase capacity once any potential anomalous occurrences or conditions have been examined and adequately explained.

The Program Manager/Williamson County shall ensure that the proper system management processes are in place to maximize the system's capacity before trunked radio channel resources are added to the system.

In the event the RCS System Capacity is increased to meet the needs of an out-of-county RCS Associate, such out-of-county RCS Associate shall be solely responsible for all initial and implementation costs, maintenance costs, operational costs, and recurring costs. Such costs shall not be included in the Annual Assessments apportioned to all RCS Parties and Associates.

SECTION 11
PARTY-OWNED ENHANCEMENTS, AND SYSTEM -OWNED
ENHANCEMENTS

Subsection 11.01: Party-owned Enhancements. A Party-owned Enhancement is defined as any addition to the RCS, such addition being owned by an RCS Party or Associate, that is designed and implemented to benefit a specific geographic coverage area(s) or specific agency and that does not necessarily benefit all RCS Parties and Associates, including the installation of IR Sites purchased and implemented by an RCS Party or Associate that serve to enhance a specific geographic coverage area but that are not designed to benefit all RCS Parties and/or Associates under normal daily operations. Such Party-owned Enhancement shall be paid for by the RCS Party or Associate implementing such Party-owned Enhancement. The RCS Party or Associate that implements such Party-owned Enhancement shall also be solely responsible for the design, implementation, operation, and recurring costs of such Party-owned Enhancement, and such costs shall not be included in the Annual Assessments apportioned to all RCS Parties and Associates. All infrastructure, equipment and/or frequencies added to the RCS by any RCS Party or Associate as a Party-owned Enhancement shall remain the property of the implementing RCS Party or Associate.

All Party-owned Enhancements must be compatible with existing RCS Infrastructure at the time a Party-owned Enhancement is implemented, and a Party-owned Enhancement shall not cause substantive interference or degradation of existing RCS services. In the event that it is determined that a Party-owned Enhancement does cause substantive interference or degradation of existing RCS services, such interference or degradation must be cured and fully resolved within twenty-four (24) hours of an RCS Party's or Associate's receipt of written notice from the Program Manager/Williamson County.

Subsection 11.02: System-owned Enhancement. A System-owned Enhancement is defined as any addition to the RCS, such addition being owned by the RCS itself, that benefits the RCS Parties and Associates overall, and shall include but not be limited to system-wide software upgrades, installation of new tower sites, and/or replacement of existing RCS Infrastructure Equipment. Notwithstanding anything contained herein to the contrary, all infrastructure and equipment added to the RCS as a System-owned Enhancement shall be considered the property of Williamson County. After the first five Fiscal Years of this Agreement when the annual Subscriber Unit Fee is frozen in accordance with Subsection 14.02 herein, all future operations costs, maintenance costs and the costs of a System-owned Enhancement shall be shared equitably based on the percentage of total Subscriber Unit allocations for each RCS Party and Associate, as more fully set forth in Section 14 herein.

Subsection 11.03: Determination of Party-owned Enhancement or System-owned Enhancement. Whenever an RCS Party or Associate desires to make an addition to the RCS, it must first request that the Advisory Board issue a recommendation to the Program Manager/Williamson County on whether, in the opinion of the Advisory Board, such proposed addition should be deemed to be a Party-owned Enhancement or a System-owned Enhancement. Such recommendation from the Advisory Board shall be made based on a criteria set to be

developed and periodically reviewed and amended by the Program Manager/Williamson County. Prior to the issuance of the Advisory Board's recommendation, the RCS Party or Associate proposing the addition shall be allowed to present, testify, and negotiate matters including but not limited to proportional benefit, establishment of current fair market value, projections of future increased RCS Operating Costs, projections of future value, appreciation and depreciation issues, and amount (if any) of costs to be recouped in the event of the RCS Party's or Associate's withdrawal from the RCS and this Agreement. Written notification of the Advisory Board's recommendation on to whether such proposed addition should be considered a Party-owned Enhancement or a System-owned Enhancement, and any associated details, shall be promptly given to the RCS Party or Associate proposing the addition and to the Program Manager/Williamson County. Following the Program Manager/Williamson County's receipt of the Advisory Board's recommendation, the Program Manager/Williamson County shall consider the recommendation and make the final determination as to whether the proposed addition will be deemed a Party-owned Enhancement or a System-owned Enhancement. Agreements regarding negotiated matters shall be reduced to a contractually-binding document. Nothing herein shall be deemed to require a proposing RCS Party or Associate to actually make any proposed addition.

Subsection 11.04: Number of Subscriber Units. All RCS Parties and Associates shall review and reconcile their Subscriber Unit counts with the Program Manager/Williamson County during each Annual System Assessment. Each RCS Party and Associate shall notify the Program Manager/Williamson County of any Subscriber Units that are being added to or removed from the RCS during a Fiscal Year. In order to assist in creating accurate Annual Assessments and Subscriber Unit Fees for each new Fiscal Year, each RCS Party and Associate shall notify the Program Manager/Williamson County of the projected Subscriber Unit increases/decreases on or before March 1st of each year.

SECTION 12 **OWNERSHIP AND OPERATION OF EQUIPMENT**

Subsection 12.01: CWICS Equipment. Ownership of all equipment currently belonging to CWICS, same having been purchased and maintained by CWICS prior to the execution of this Agreement, shall revert or otherwise be transferred to Williamson County upon execution of this Agreement, and same shall thereafter be deemed to be RCS Infrastructure Equipment. Each RCS Party hereby agrees to execute any documents or instruments necessary to transfer title and/or ownership of such CWIC's equipment and property to Williamson County. The parties to this Agreement expressly acknowledge and agree that this provision applies only to equipment and does not apply to any real property owned by any of the entities comprising CWICS.

Subsection 12.02: RCS Infrastructure Equipment at RCS Sites. RCS Infrastructure Equipment located at each RCS Prime Site(s), Backup Site(s) or that is being operated for the benefit of all RCS Parties and Associates shall be available for use by all RCS Parties and Associates.

Subsection 12.03: Party-owned Enhancement Equipment. Equipment that is being operated to solely benefit one or more RCS Parties and/or Associates as a Party-owned Enhancement,

whether such equipment be located at the RCS Prime Site(s), Backup Site(s) or at an RCS Party's location, shall be operated for the benefit of the implementing RCS Party or Associate that owns it, and it shall not be considered RCS Infrastructure Equipment. The costs associated with operating and maintaining such equipment shall be the sole responsibility of the RCS Party or Associate that owns and operates such equipment.

Subsection 12.04: Agency-specific Equipment. Dispatch facilities and field user equipment may be co-owned by two or more RCS Parties and/or Associates or purchased and owned separately by any RCS Party or Associate. Agency-specific Equipment includes but is not limited to consoles, recording equipment, furniture, telephones, 911 ANI/ALI consoles, and microwave or fiber lines. Such Agency-specific Equipment shall not be considered RCS Infrastructure Equipment and shall remain the sole responsibility of each RCS Party or Associate that purchases same.

Subsection 12.05: Inventory of RCS Infrastructure Equipment. A complete inventory of all RCS Infrastructure Equipment shall be kept current and shall be maintained by the RCS Program Manager/Williamson County. Such inventory of all RCS Infrastructure Equipment shall include an assessment of the condition of the inventory. Such inventory/condition report shall be made available for inspection to all RCS Parties and Associates.

SECTION 13 **DISPOSITION OF PROPERTY UPON WITHDRAWAL**

Subsection 13.01: Claims to RCS Infrastructure Property or Equipment Following Withdrawal or Termination. Notwithstanding anything contained herein to the contrary, upon the withdrawal or termination of an RCS Party or Associate in accordance with Section 18 herein, the withdrawing or terminated RCS Party or Associate shall have no claim to any RCS Infrastructure Equipment or any property, real or personal, that is owned by Williamson County or that becomes the property of Williamson County under this Agreement.

Subsection 13.02: Claims to Party-owned Enhancements Following Withdrawal or Termination. Withdrawing or terminated RCS Parties or Associates shall retain ownership of any Party-owned Enhancements which that RCS Party or Associate brought into the RCS or that have been transferred to the RCS Party or Associate by Williamson County. At the time of a RCS Party's or Associates withdrawal or termination, and prior to the removal of its Party-owned Enhancement, a system assessment shall be performed by the Advisory Board. Following the said system assessment, the Advisory Board shall issue an opinion to the Program Manager/Williamson County as to whether, in the Advisory Board's opinion, there is a likelihood of significant degradation or interruption of RCS services if such Party-owned Enhancement is removed from the RCS. The Program Manager/Williamson County shall, thereafter, review the Advisory Board's opinion and make a final determination on whether or not there is a likelihood of significant degradation or interruption of RCS services. If significant degradation or interruption of services is deemed likely by the Program Manager/Williamson County, then and in that event the Program Manager/Williamson County, on behalf of the RCS, shall have the right to do the following: make a good-faith offer to the withdrawing or terminated RCS Party or Associate to purchase such Party-owned Enhancement at its then-

current fair market value and in accordance with any agreement in place reached during negotiations under Subsection 11.03 herein, with the express understanding and agreement of both the RCS and the withdrawing or terminated RCS Party or Associate that same is an offer only and not an obligation to either buy or sell. In the event of an agreed sale, following such purchase by the RCS, the Party-owned Enhancement would thereafter be deemed to be a System-owned Enhancement. In the event that the withdrawing or terminated RCS Party or Associate does not elect to sell, then and in that event the withdrawing or terminated RCS Party or Associate shall have the obligation to reach a fair and equitable agreement with the RCS to allow appropriate co-use, lease or rental rights, or the like, along with appropriate compensation, of the Party-owned Enhancement.

SECTION 14 **COSTS**

Subsection 14.01: Definitions.

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

1. **RCS Capital Costs** - The “RCS Capital Costs” shall mean all costs associated with (1) any improvements, additions or replacements of items that have an expected useful life of more than five years; and/or (2) System-owned Enhancements to the RCS occurring after the initial installation and implementation of the RCS. The term “RCS Capital Costs” shall not include Party-owned Enhancements, RCS Operating Costs, System Manager Costs, Program Manager Costs, and RCS System Costs. RCS Capital Costs are borne by Williamson County, and are not apportioned to or chargeable to the RCS Parties and Associates.

2. **RCS Operating Costs** - The “RCS Operating Costs” shall mean all costs incurred to operate the RCS, including but not limited to maintenance and operational costs relating to RCS Infrastructure Equipment and System-owned Enhancements, commodities costs, contractual costs, personnel costs, utility costs, security costs, lease payments, insurance costs and normal periodic maintenance, tuning, servicing, inspecting, parts replacement, repair and other similar activities intended to keep the RCS functioning efficiently and to maintain the useful life of the RCS and reduce the probability of failures. All RCS Operating Costs are, as required in this Agreement, included in each Annual Assessment and RCS Budget. Elements considered in the calculation of annual RCS Operating Costs are, among other data, annual system maintenance contracts, utilities, tower insurance, and system management fees. After the first five Fiscal Years following execution of this Agreement, the RCS Operating Costs are borne by the RCS Parties and Associates, and Williamson County shall apportion and charge same to the RCS Parties and Associates in accordance with this Agreement.

3. **RCS System Costs** - The “RCS System Costs” shall mean and include, but shall not be limited to, the cost of operation and maintenance of all RCS-owned equipment, the cost of any improvements, additions or replacements that have an expected useful life of five years or less, and/or the cost of administration in operating the RCS generally used each time a two-way Radio Frequency (RF) call is made on the RCS. All RCS System Costs are, as required in this Agreement, included in each Annual Assessment and RCS Budget. After the first five Fiscal

Years following execution of this Agreement, the RCS System Costs are borne by the RCS Parties and Associates, and Williamson County shall apportion and charge same to the RCS Parties and Associates in accordance with this Agreement.

4. **System Manager Costs** - The “System Manager Costs” shall mean all reasonable and necessary costs incurred by the System Manager to support the RCS, including but not limited to professional services, wages, benefits, insurance, employment related taxes, employers’ retirement contributions, telephone allowances, pagers, education and seminar fees, travel for training, mileage reimbursement, photographic supplies, developing and printing costs, educational materials, books, office supplies, computer supplies, computer software, small tools and minor equipment. All System Manager Costs are, as required in this Agreement, included in each Annual Assessment and RCS Budget. After the first five Fiscal Years following execution of this Agreement, the System Manager Costs are borne by the RCS Parties and Associates, and Williamson County shall apportion and charge same to the RCS Parties and Associates in accordance with this Agreement.

5. **Program Manager Costs** - The “Program Manager Costs” shall mean all reasonable and necessary costs incurred by the Program Manager to support the RCS, including but not limited to professional services, wages, benefits, insurance, employment related taxes, employers’ retirement contributions, telephone allowances, pagers, education and seminar fees, travel for training, mileage reimbursement, photographic supplies, developing and printing costs, educational materials, books, office supplies, computer supplies, computer software, small tools and minor equipment. All Program Manager Costs are, as required in this Agreement, included in each Annual Assessment and RCS Budget. After the first five Fiscal Years following execution of this Agreement, the Program Manager Costs are borne by the RCS Parties and Associates, and Williamson County shall apportion and charge same to the RCS Parties and Associates in accordance with this Agreement.

Subsection 14.02: Cost for RCS Party or Associate to Participate in RCS During First Five Fiscal Years. For the first five Fiscal Years of this Agreement, beginning October 1, 2007, the only cost chargeable to RCS Parties and Associates is \$17.50 per Subscriber Unit per month in order for the RSC Party or Associate to gain and enjoy full participation in the RSC System. All parties expressly acknowledge and agree that the annual Subscriber Unit Fee shall, without exception, be frozen at \$17.50 per Subscriber Unit per month for the first five Fiscal Years of this Agreement, beginning October 1, 2007.

Subsection 14.03: Cost for RCS Party or Associate to Participate in RCS After the Expiration of First Five Fiscal Years. For all periods of time following the expiration of the first five Fiscal Years of this Agreement, the cost chargeable to RCS Parties and Associates in order for the RSC Party or Associate to enjoy full participation in the RSC System shall be computed using the following definitions and methodology:

1. **Annual Assessment** - The “Annual Assessment” shall mean the total amount of RCS Operating Costs, System Manager Costs, Program Manager Costs, and RCS System Costs which are projected to be incurred and the amount of money projected to be expended during the next Fiscal Year, according to an itemized schedule prepared and presented to the Advisory

Board by the Program Manager/Williamson County. The RCS Parties and Associates agree and acknowledge that the total amount of the Annual Assessment shall be adjusted (increased or decreased) each year following the initial first five Fiscal Years of this Agreement in order to annually reconcile the RCS Budget to actual.

2. **Subscriber Unit Fee** - The “Subscriber Unit Fee” shall mean the per radio unit cost which is chargeable to each RCS Party and Associate quarterly by Williamson County. The Subscriber Unit Fee is determined by dividing the Annual Assessment by the total number of Subscriber Units that each RCS Party and Associate will be using on the RCS in a specific Fiscal Year.

All parties expressly acknowledge and agree that no RCS Capital Costs will be apportioned to or borne by RCS Parties and Associates at any time during the term of this Agreement.

Subsection 14.04: Payment Instructions. The amounts due under this Agreement will be billed to the RCS Parties and Associates by the Program Manager/Williamson County on a quarterly basis. Invoices shall be paid to Williamson County within thirty (30) days from the date of receipt of the invoice. Interest charges for any late payments shall be paid in accordance with Texas Government Code Section 2251.025 (or as later amended): “The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.”

In the event that any discrepancy arises in relation to an invoice, the RCS Party or Associate which claims such discrepancy shall notify the Program Manager/Williamson County of such discrepancy. Following notification of such discrepancy as to an invoice, the RCS Party or Associate and Williamson County shall work in good faith to seek to resolve such discrepancy. Thereafter, the Program Manager/Williamson County shall re-submit a corrected or revised invoice, and the RCS Party or Associate shall pay same within thirty (30) days from the date of receipt of the corrected or revised invoice.

Subsection 14.05: Potential Increases in Subscriber Unit Fees. Following the first five Fiscal Years of this Agreement, during which time the annual Subscriber Unit Fees will have remained frozen at \$17.50 per Subscriber Unit per month, the annual Subscriber Unit Fee which is assessed for each Subscriber Unit may be increased by the Program Manager/Williamson County in an amount not to exceed ten percent (10%) per year per Subscriber Unit.

In the event that the Program Manager/Williamson County makes a determination that an increase is necessary which exceeds such ten percent (10%) limit, then and in that event the Program Manager/Williamson County shall submit the matter to the Advisory Board. After a hearing, the Advisory Board shall make known in written form its determination as to whether an increase above such ten percent (10%) limit is warranted and, if so, an appropriate percentage of increase to the Subscriber Unit Fee. Following receipt of such determination by the Advisory Board, the Williamson County Commissioner’s Court shall set the actual amount of increase, if

any. The Program Manager/Williamson County shall notify the RCS Parties and Associates of same.

Subsection 14.06: Additional Costs to RCS Parties and Associates for Non-RCS Infrastructure Equipment. Each RCS Party and Associate shall be solely responsible for all maintenance and other costs associated with its own dispatch facilities, field user equipment, telephone lines, microwave links, long distance telephone calls, mobile and portable equipment, any equipment not considered RCS Infrastructure Equipment under this Agreement, and any other such equipment that was acquired solely for the benefit of the individual RCS Party or Associate. If any equipment or other facilities are co-owned by RCS Parties and/or Associates, such parties shall be solely responsible for agreeing to a procedure for allocating maintenance costs between themselves.

Subsection 14.07: Costs to RCS Parties and Associates for Presenting Proposals. Any and all costs associated with a RCS Party's or Associate's proposal for adding enhancements to the RCS shall be borne by the RCS Party or Associate making such proposal whether or not such proposed enhancement is ultimately deemed a System-owned Enhancement in accordance with Subsection 11.03.

SECTION 15

APPLICATION FOR PARTICIPATION BY OTHER ENTITIES

Subsection 15.01: Limitation to Acceptance Based on RCS System Capacity. Except for the RCS Parties, no other entity may be accepted into the RCS unless and until there is sufficient RCS System Capacity to add additional Subscriber Units to the RCS, as determined by the Program Manager/Williamson County.

Subsection 15.02: Application to Become an RCS Associate. Any governmental or non-governmental entity satisfying FCC requirements to operate on a public safety radio system that desires to become an approved RCS Associate of the RCS must apply in writing to the Program Manager/Williamson County. The application must state the name of the entity applying, the type of use requested, the number of Subscriber Units to be used by the applicant, the quantity of each type of use, any encryption requirements, subscriber unit programming parameters, and all templates currently in use or proposed by the applicant. The applicant shall make a presentation regarding its application to the Advisory Board. The Advisory Board shall then review the application and make a recommendation to the Program Manager/Williamson County to approve or deny the applicant as an RCS Associate.. The Program Manager/Williamson County shall consider the Advisory Board's recommendation and all matters relating to such application and thereafter decide, at its sole discretion, to either approve or deny the application.

SECTION 16

COMPLIANCE AND GOOD FAITH DEALING

RCS Parties and Associates shall use the RCS in a manner consistent with the Standard Operating Procedures of the RCS, in compliance with all applicable FCC Rules and Regulations, and in compliance with all applicable federal, state, and local laws.

When dealing with RCS related problems or issues, RCS Parties and Associates shall utilize the Program Manager as the primary point of contact. RCS Parties and Associates shall work in good faith with the Program Manager/Williamson County to attempt to resolve problems relating to the operation of the RCS. RCS Parties and Associates shall be solely financially responsible for any FCC penalties or fines or any other type of financial encumbrance caused by the actions of that specific RCS Party or Associate. .

SECTION 17

FUNDING PROVISIONS

Subsection 17.01: Funding. RCS Parties and Associates specifically acknowledge that funding for each RCS Party's and Associate's Subscriber Unit Fees, as well as any other amounts that become rightfully due under this Agreement, shall be processed and appropriated through the budgeting process of each RCS Party's and Associate's governing body. Purchase costs of the actual Subscriber Units shall be the responsibility of each individual RCS Party and Associate.

Subsection 17.02: Failure to appropriate. On or before July 1st of each year, each RCS Party and Associate must give written notification to the Program Manager/Williamson County of its intent to appropriate its Subscriber Unit Fees. Following its governing body's formal appropriation of such Subscriber Unit Fees, each RCS Party and Associate shall provide the Program Manager/Williamson County with written documentation evidencing its formal appropriation. In the event that an RCS Party's or Associate's governing body fails to appropriate the necessary funds at the beginning of its fiscal year, such RCS Party or Associate may be considered to be in material breach of this Agreement and may be subject to termination as set forth herein in Subsection 18.03.

Subsection 17.03: Remedies Available to Address Underfunding. If any RCS Party or Associate pays less than the total amount of its Subscriber Unit Fees or any other fee that may become lawfully due under this Agreement, for any Fiscal Year or portion of a Fiscal Year, the Program Manager/Williamson County may take one or more of the following actions:

1. Notice of Underfunding - Send the Underfunding RCS Party or Associate a notice stating the amount of underpayment, and request payment within thirty (30) days from the date of receipt of said notice;
2. Suspension of Services - Suspend radio services on the RCS to the Underfunding RCS Party or Associate until such time as payment for services has been received in full; and/or
3. Termination of Participation - With approval from the Williamson County Commissioner's Court, the Program Manager/Williamson County may terminate the Underfunding RCS Party or Associate as to participation in the RCS under

this Agreement. In such event, the procedures for termination must be followed which are set forth herein in Subsection 18.03.

SECTION 18

WITHDRAWAL; BREACH AND TERMINATION

Subsection 18.01: Right to Withdraw. Any RCS Party or Associate has the right to withdraw from this Agreement and the RCS by providing express written notice of its decision to withdraw to the Advisory Board, the Program Manager/Williamson County, and to all other RCS Parties and Associates at least one hundred eighty (180) days prior to its projected withdrawal date. Any withdrawing RCS Party or Associate shall remain obligated to pay all costs and fees which were lawfully incurred by such RCS Party or Associate prior to the date of its withdrawal.

Subsection 18.02: Incidents of Breach. A breach of this Agreement shall include, but not be limited to, the following:

7. **Failure to Make Payment.** Failure of an RCS Party or Associate to appropriate or timely pay its Subscriber Unit Fees, or any other fee that may become lawfully due under this Agreement;
8. **Substantive or Knowing Violation of FCC Rules.** Any substantive or knowing violation of FCC rules and regulations by an RCS Party or Associate, as determined by the FCC and/or the Program Manager/Williamson County;
9. **Violation of Standard Operating Procedures.** Egregious or repeated violations of the RCS Standard Operating Procedures by a RCS Party or Associate, as determined by the Program Manager/Williamson County. For purposes of this Agreement, egregious or repeated violations shall be deemed to have occurred when an RCS Party or Associate violates, on three (3) separate occasions, the same or similar RCS Standard Operating Procedure;
10. **Inappropriate Use.** Use of the RCS by an RCS Party or Associate, which use is determined to be inappropriate by the Program Manager/Williamson County and/or the Advisory Board;
11. **Failure to Make Penalty Payment.** Failure of an RCS Party or Associate to pay FCC penalties or fines legally attributable to it, which fines resulted solely from its actions;
12. **Adverse Impact.** Any other substantial action or omission that has a material adverse impact on the operation and maintenance of the RCS, as determined by the Program Manager/Williamson County and/or the Advisory Board; and/or
13. **Non-compliance with Terms and Conditions of this Agreement.** The knowing failure of an RCS Party or Associate to substantially comply with the terms and

conditions of this Agreement and/or any subsequent adopted amendments to this Agreement.

Subsection 18.03: Notice of Breach and Termination. The decision to exercise the rights and remedies granted by this Section 18 must be approved in writing, in advance, by the Williamson County Commissioner's Court. If an RCS Party or Associate commits a breach as delineated in Subsection 18.02, the Program Manager/Williamson County shall deliver written notice of such breach to the breaching RCS Party or Associate. Such notice must specify the nature of the breach and inform the breaching RCS Party or Associate that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching RCS Party or Associate under this Section 18. If the breaching RCS Party or Associate begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by the Program Manager/Williamson County, so long as the breaching RCS Party or Associate continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the breach. If, in the opinion of the Program Manager/Williamson County, the breaching RCS Party or Associate does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, the breaching RCS Party or Associate shall be deemed to be in breach and the Program Manager/Williamson County may deliver written notice to the breaching RCS Party or Associate which specifies the following:

7. Nature and description of the breach;
8. Date on which the original thirty (30) day notice of the breach was tendered to the breaching RCS Party or Associate;
9. Notice of any financial responsibility incurred by the RCS due to the acts of the breaching RCS Party or Associate;
10. Description of the failure of the breaching RCS Party or Associate to cure timely;
11. Statement that the RCS Party's or Associate's use of the RCS shall be terminated;
and
12. Effective date of the termination of the RCS Party or Associate.

Following the effective date of termination of an RCS Party or Associate, such terminated RCS Party or Associate shall immediately cease and desist from any further use of the RCS. The terminated RCS Party or Associate may be subject to "System Lock-out" whereby its use of the RCS shall be restricted via the alias database management tools. The Program Manager, System Manager, Williamson County and the remaining RCS Parties and Associates shall not be liable for any damages that may arise due to the locking out of a terminated RCS Party or Associate. A terminated RCS Party or Associate shall remain obligated to pay all costs and fees that were lawfully incurred by such RCS Party or Associate prior to the date of its termination.

Section 18.04: Failure to Ratify. In the event that a governing body of any RCS Party or Associate fails to ratify and execute this Agreement or any subsequent amendments that are adopted in accordance with the terms of this Agreement, such RCS Party or Associate may, at the discretion of the Program Manager/Williamson County, be restricted or suspended from using the RCS until such time as approval and/or ratification is obtained.

SECTION 19 **LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE PROGRAM MANAGER OR WILLIAMSON COUNTY, INCLUDING THEIR AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES, BE LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE ATTRIBUTABLE TO THE ACTS, OMISSIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR MISREPRESENTATIONS BY ANY RCS PARTY OR ASSOCIATE, OR THEIR DIRECTORS, EMPLOYEES OR AGENTS. IN NO EVENT SHALL THE PROGRAM MANAGER OR WILLIAMSON COUNTY BE LIABLE TO ANY RCS PARTY OR ASSOCIATE, BY REASON OF ANY ACT OR OMISSION RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER A CLAIM BE IN TORT, CONTRACT OR OTHERWISE, (A) FOR ANY CONSEQUENTIAL, INDIRECT, LOST PROFIT, PUNITIVE, SPECIAL OR SIMILAR DAMAGES RELATING TO OR ARISING FROM THE SERVICES, OR (B) IN ANY EVENT, IN THE AGGREGATE, FOR ANY AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY ANY RCS PARTY OR ASSOCIATE UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT DETERMINED TO HAVE RESULTED FROM THE PROGRAM MANAGER'S OR WILLIAMSON COUNTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUDULENT ACTS RELATING TO THE SERVICES PROVIDED FOR HEREUNDER.

SECTION 20 **MISCELLANEOUS PROVISIONS**

Subsection 20.01: Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be valid and enforceable.

Subsection 20.02: Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

Subsection 20.03: Incorporation of Exhibits and Attachments. All of the exhibits and attachments referred to in this Agreement are incorporated by reference as if set forth herein verbatim.

Subsection 20.04: No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any RCS Party or Associate, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each RCS Party and Associate does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Subsection 20.05: Choice of Law; Jurisdiction and Venue. This Agreement shall be performable in Williamson County, Texas. This Agreement and all of the rights and obligations of the RCS Parties and Associates and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without reference to its conflicts of law provisions. Williamson County shall be the sole place of jurisdiction and venue for any legal action arising from or related to this Agreement.

Subsection 20.06: Assignment. Except as otherwise provided in this Agreement, the rights and duties of the Program Manager, System Manager, Williamson County and the RCS Parties and Associates may not be assigned or delegated without the prior written consent of all the RCS Parties. Any authorized assignment or delegation of 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 RCS Parties and Associates.

Subsection 20.07: No Personal Benefit. No party to this Agreement intends to (1) benefit any person who is not either named as an RCS Party or otherwise added as an RCS Associate; (2) assume any special duty to supervise the operations of another RCS Party or Associate; (3) provide for the safety of any specific person; or (4) assume any other duty other than that imposed by this Agreement and general law.

Subsection 20.08: Notice. Any notice given hereunder shall be in writing, and shall be delivered by personal delivery, or by registered or certified mail, with return receipt requested, at the address of the respective parties indicated below:

Program Manager/System Manager
c/o: Ron Winch
321 W. 8th Street
Georgetown, Texas 78626

RCS Advisory Board
c/o: _____
_____, Texas _____

Williamson County
c/o: Williamson County Judge
301 S.E. Inner Loop, Suite 109
Georgetown, Texas 78626

City of Georgetown:
c/o: Mayor's Office
600 Main Street
Georgetown, Texas 78626

City of Round Rock
c/o: Mayor's Office
221 East Main Street
Round Rock, Texas 78664

City Of Cedar Park
c/o: Mayor's Office
600 North Bell Blvd.
Cedar Park, Texas 78613

City of Hutto
c/o: Mayor's Office
Post Office Box 639
401 West Front Street
Hutto, Texas 78634

With a copy to:

Williamson County ESD #3
c/o: _____
_____, Texas _____

The above addresses for notice may be changed at any time by delivering written notice of change to the Program Manager/Williamson County, the Advisory Board, and to all RCS Parties in accordance with the notice requirements of this Subsection 20.08 and elsewhere in this Agreement.

Subsection 20.09: Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Subsection 20.10: Attorneys Fees. In any lawsuit concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party, plus out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

Subsection 20.11: Compliance with Applicable Laws. All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority. Nothing in this Agreement is intended to conflict with any RCS Party's or Associate's zoning, franchise, or health and safety authority.

Subsection 20.12: Dispute Resolution. Should dispute arise between any parties to this Agreement concerning the terms of this Agreement, the dispute shall be first presented for

resolution to the Advisory Board. If the Advisory Board cannot timely resolve the issue, the Advisory Board shall then recommend that the Program Manager/Williamson County retain a certified mediator to attempt to mediate a resolution to the conflict. Any costs of mediation will be shared equally by parties involved in the dispute subject of the mediation. If a resolution cannot be obtained through such mediation, the parties may then litigate the dispute in a court of competent jurisdiction.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

Subsection 20.13: Abatement of Costs. RCS Parties and Associates shall not be entitled to any damages, nor to any abatement or reduction of its Subscriber Unit Fees for any repairs, alterations, additions or temporary failures of the RCS.

Subsection 20.14: Independent Relationships. The RCS Parties, RCS Associates, Program Manager, System Manager and Williamson County shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

Subsection 20.15: Execution in Multiple Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all RCS Parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.

Subsection 20.16: Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all other oral and/or 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, or its respective officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands on this _____ day of _____, 200__.

WILLIAMSON COUNTY

ATTEST:

By: _____
DAN A. GATTIS,
Williamson County Judge

By: _____
NANCY RISTER,
Williamson County Clerk

CITY OF ROUND ROCK

ATTEST:

By: _____
NYLE MAXWELL, Mayor
Round Rock, Texas

By: _____
SARA WHITE,
City Secretary
Round Rock, Texas

CITY OF GEORGETOWN

ATTEST:

By: _____
GARY NELON, Mayor
Georgetown, Texas

By: _____
SANDRA LEE, City Secretary
Georgetown, Texas

CITY OF CEDAR PARK

ATTEST:

By: _____
BOB LEMON, Mayor
Cedar Park, Texas

By: _____
LeANN QUINN,
City Secretary
Cedar Park, Texas

CITY OF HUTTO

ATTEST:

By: _____
KEN LOVE, Mayor
Hutto, Texas

By: _____
DEBBIE CHELF, City Secretary
Hutto, Texas

WILLIAMSON COUNTY ESD #3

ATTEST:

By: _____
_____, President

_____, Board Secretary
of Williamson County ESD #3

Exhibit A – Williamson County Radio Communications System
User Advisory Board Organization

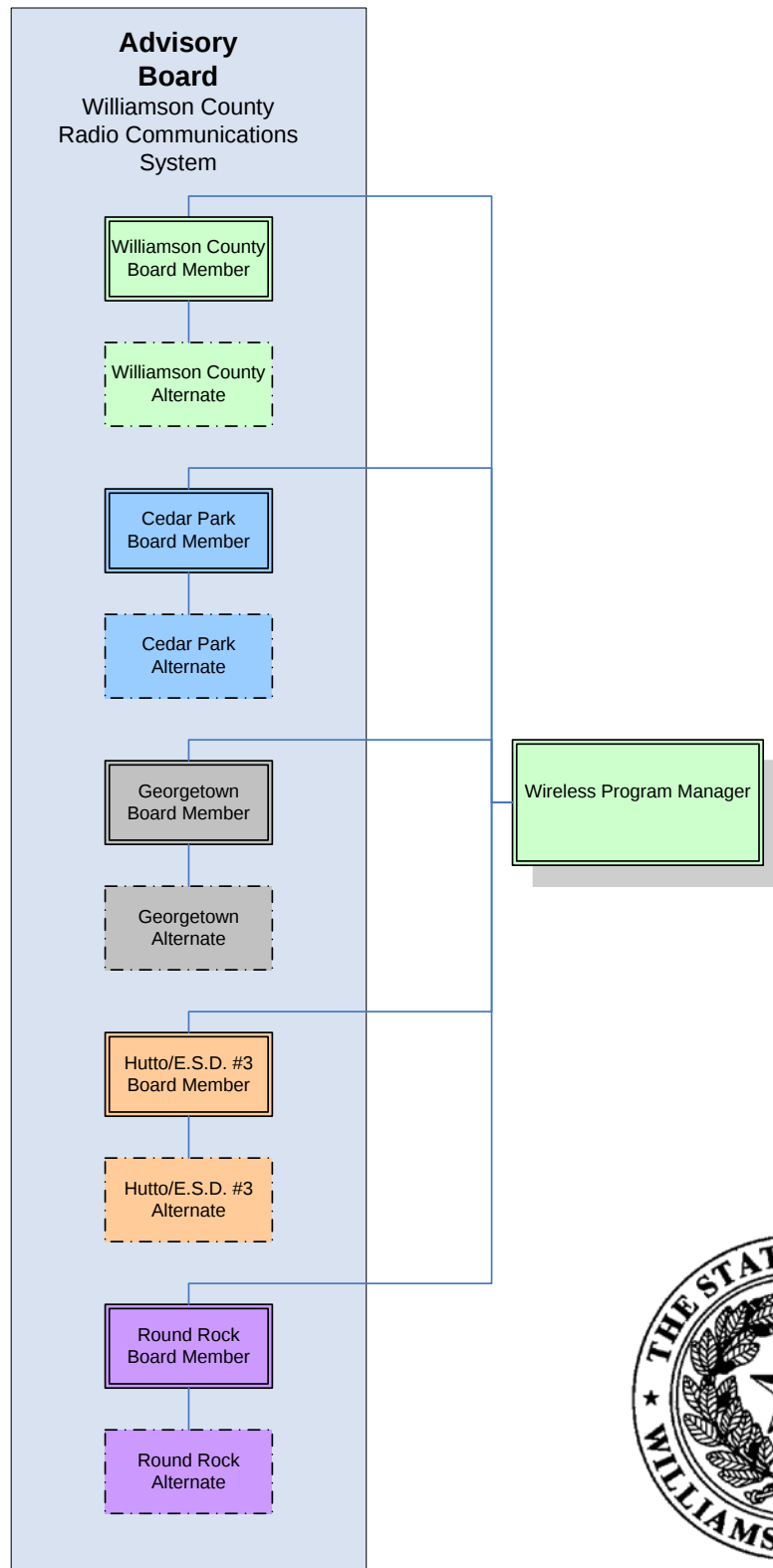


Exhibit B – Initial Service Level Objectives

The Williamson County Radio Communications System (RCS) has been designed and engineered to provide an extremely high level of service to users. System reliability, coverage, availability, implementation, and maintenance will continue to be focused on providing high quality, public safety grade service to all users.

System loading is one key characteristic of measuring a system's effectiveness as well as the need to plan for expansion should loading and traffic patterns suggest that the system infrastructure is approaching a saturation point.

Measurement of loading is done by a Grade of Service, where Grade of Service is the probability of a user being "blocked" or delayed access to a trunked radio channel resource for more than a specified time interval measured. The "Busy Hour" is defined as the hour within a 24 hour period that has the highest average traffic load, averaged over a statistically significant number of days.

Through advance, long-range planning and ongoing assessment of current system loading, forecasted growth in population and radio users, and technological developments, the RCS Program Manager will responsibly and methodically plan for keeping the communications system infrastructure at a level that will continually meet or exceed the reasonably foreseeable demands of the system and the users that it supports.

If the collected traffic data, plotted on a monthly basis, indicates a trend where the GOS exceeds 1% and the queue (wait for a channel grant) time exceeds 1 second over a period of three consecutive months, steps shall be taken to increase capacity once any potential anomalous occurrences or conditions have been examined and explained. Clearly, it is desirable that *no* busy signals will be received by a public safety user at any point, and it is equally clear that no system can be designed that will assure that no busy signal will ever be received during an extraordinary event.

As such, the RCS Program Manager will continuously and proactively monitor system performance, actual measured growth and system demand over time, and anticipated growth in users and population, and all other known factors affecting system loading and performance. This monitoring will be an integral part of system planning, and plans will be in place well in advance of need for system expansion, to allow for orderly funding processes and lead time for development of system expansion, be it for equipment acquisition and construction to any needed land acquisition and development or other factors.

Funding needs and availability will be identified and communicated in a timely manner to allow Williamson County to have adequate time for identifying and securing funding, and to identify any potential funding impacts on RCS Parties and Associates. Additionally, the RCS Program Manager will maintain awareness of obsolescence or dates for manufacturer abandonment of support of infrastructure components and subscriber equipment, and will advise all RCS Parties and Associates of any such dates in order to provide adequate advance notice to RCS Parties and

Associates for anticipated financial obligations on their parts for subscriber equipment or any other user-owned equipment.

Service measurements will continue to be honed through the system life-cycle, based upon recommendations from the Advisory Board to the RCS Program Manager. Ongoing monitoring of system performance measurements and adoption of baseline data will allow the management of system capacity and performance to be defined to a more granular level and more precisely monitored and measured throughout the life of the system.

Worth noting is that Williamson County, as the largest single user of the system and having coverage requirements over the entire county, has a high degree of interest of ensuring that coverage and capacity of the radio system is comprehensive, complete, and adequate at all times.

No unconditional guarantees of operability are implied or provided. Furthermore, no unconditional guarantees of funding availability are implied or can be provided. However, all RCS Parties and Associates agree to make all reasonable efforts to secure and provide funding, as defined elsewhere in the Agreement, consistent with the goals and measurements provide herein.

Exhibit C – System Performance Measurements

The Williamson County Radio Communications System (RCS) will be measured as to effectiveness and capacity on an ongoing basis. Optimal service and capacity levels will continue to be refined through the life of the system, as defined by the RCS Program Manager, based upon his/her expertise and experience, and with the advice and recommendations of the Advisory Board.

Measurement factors will include:

Measured Item	Metric
System busy signals	• Number of busy signals received by hour/day
Subscriber units	• Total number, and number per channel pair
Coverage	• Signal strength measurements • Propagation modeling • Population density overlays
System Loading	• Percentage of time per hour that a radio transmission (base or mobile) is taking place per radio frequency pair • By hour, by day

Other measurements will likely be identified as appropriate throughout the life-cycle of the system, and will be adopted as appropriate by the RCS Program Manager with the advice of the Advisory Board, and refined as appropriate.

**INTERLOCAL AGREEMENT
FOR THE ESTABLISHMENT, OPERATION AND MAINTENANCE OF
THE WILLIAMSON COUNTY RADIO COMMUNICATIONS SYSTEM**

THE STATE OF TEXAS

'

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

'

This Interlocal Agreement (the "Agreement") is made and entered into by and between WILLIAMSON COUNTY, the CITY OF GEORGETOWN, the CITY OF ROUND ROCK, the CITY OF CEDAR PARK, and the CITY OF HUTTO/ESD #3, all of which are local governments defined as counties, municipalities, and special districts, and all of which are political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code, Chapter 791, Section 791.011(a) and Section 791.011(c)(2) provides that local governments may contract with other local governments to perform governmental functions and services that each party to the contract is authorized to perform individually; and

WHEREAS, each of the parties hereto requires a radio communications system with the capability of communicating on a regular basis within Williamson County and Travis County, Texas (the "Capitol Region"); and

WHEREAS, all parties continue to incur considerable costs in maintaining radio communications systems for their daily use through the existing County Wide Integrated Communications System ("CWICS"); and

WHEREAS, as CWICS is an analog system which is nearing the end of operational capabilities and will soon be obsolete; and

WHEREAS, all parties desire to share in the design, establishment, maintenance and operations of a digital regional radio communications system; and

WHEREAS, representatives of the parties have met periodically with Williamson County, Travis County, the City of Austin, and other political subdivisions located within those jurisdictions, all of which share common interests in the continued development of a digital regional radio communications system, and all of which desire to participate in the Austin-Travis County Regional Radio System; and

WHEREAS, the parties have reached agreement on certain areas of common concern, including the need to dissolve the current CWICS organization, and the need to establish an advisory body, administrative procedures, and financing structures for a new digital regional radio communications system; and

WHEREAS, the parties comprising CWICS desire to contract in this Agreement for the dissolution of CWICS; and

WHEREAS, the parties hereto desire to contract in this Agreement for the establishment of the Williamson County Radio Communications System (the “RCS”):

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

SECTION 1 **DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

Overarching Definition: Williamson County Radio Communications System (the “RCS”) - The “RCS” shall mean the Williamson County digital radio communications system serving all RCS Parties and Associates.

5. **Advisory Board** - The “Advisory Board” shall mean the RCS body that provides recommendations to the Program Manager/Williamson County as to issues relating to the overall direction of the RCS, management and operations issues, system issues, and other issues relating to areas delineated in this Agreement in Section 6.

6. **Agency-specific Equipment** - “Agency-specific Equipment” shall mean 911 telephone equipment, logging recorders, printers, copiers, computers, telephones, and all other communications center equipment not directly related to the RCS.

7. **Cities** - “Cities” shall mean and include the City of Georgetown, Texas, the City of Round Rock, Texas, the City of Cedar Park, Texas, and the City of Hutto, Texas. Any reference in this Agreement to any such City or Cities shall include the respective officers, agents, employees and departments of such City or Cities.

4. **County Wide Interagency Communications System (CWICS)** - “CWICS” shall mean the previously-existing emergency analog radio system which operated in and for Williamson County and the City of Georgetown, City of Round Rock, City of Cedar Park, and City of Hutto / ESD #3.

5. **Day** - “Day” shall mean a calendar day.

6. **Employee** - “Employee” shall mean a person holding a position listed in the RCS Budget.

7. **FCC** - The “FCC” shall mean the Federal Communications Commission.

8. **Fiscal Year**- “Fiscal Year” shall mean the fiscal year (as adopted by the Program Manager/Williamson County) which begins on each October 1st and ends on each September 30th of the following year.
9. **Hutto / ESD #3** - “Hutto / ESD #3” or “City of Hutto / ESD #3” shall collectively mean both the City of Hutto, Texas and the Williamson County Emergency Services District #3, as established under V.T.C.A., Health and Safety Code, Chapter 775.
11. **IR Site** - The “IR Site” shall mean the “intelligent repeater” site which is a non-simulcast trunked site that utilizes independent frequencies, and which is linked to the Master Site Controller.
12. **Master Site Controller** - The “Master Site Controller” shall mean the City of Austin master site control computer system.
13. **Party-owned Enhancement** - A “Party-owned Enhancement” shall mean any addition to the RCS, such addition being owned by an RCS Party or Associate, that does not necessarily benefit all RCS Parties and Associates, including the installation of IR Sites purchased and implemented by an RCS Party or Associate that serve to enhance a specific geographic coverage area but that are not designed to benefit all RCS Parties and/or Associates under normal daily operations.
14. **Program Manager** - The “Program Manager” shall mean Williamson County, Texas, and its designated entity or person employed to perform specified functions.
14. **PSAP** - “PSAP” shall mean “Public Safety Answering Point” which is a communications center that answers 911 telephone calls.
15. **RCS Associate** - “RCS Associate” shall mean an entity that is a user of the RCS, that is eligible to use the licensed frequencies under FCC rules and regulations, but that is not a full RCS Party as defined herein and, as such, has no membership right or eligibility to the Advisory Board. In addition to the other requirements set forth herein, each RCS Associate shall be required to execute an interlocal agreement with Williamson County prior to becoming a user of the RCS. Such interlocal agreement shall serve as evidence that the RCS Associate has agreed to be bound by the terms and conditions of this Agreement. When such entities are referred to herein in the plural, they shall be termed “RCS Associates.”
16. **RCS Infrastructure** - “RCS Infrastructure” shall mean all system hardware and software necessary for the normal operation of both the RCS and RCS Infrastructure Equipment. The term “RCS Infrastructure” does not include Party-owned Enhancements, Subscriber Equipment and Agency-specific Equipment.
17. **RCS Infrastructure Equipment** - “RCS Infrastructure Equipment” shall mean all critical system equipment necessary to operate the RCS including but not limited to RCS tower sites, RCS Prime Site Controller, and connectivity devices utilized between the

RCS Prime Site or Backup Site and the City of Austin. The term “RCS Infrastructure Equipment” does not include Subscriber Units, Party-owned Enhancements, Agency-specific Equipment, or connectivity devices between each PSAP and the RCS Prime Site, Backup Site or the City of Austin.

18. RCS Party - “RCS Party” shall mean and include Williamson County, the City of Georgetown, the City of Round Rock, the City of Cedar Park, and the City of Hutto / ESD #3, all of which made significant capital investments in the former CWICS system and were CWICS parties. When such entities are referred to herein in the plural, they shall be termed “RCS Parties.”

19. RCS Prime Site - The “RCS Prime Site” shall mean a site located in Williamson County which will contain, at a minimum, the number of repeaters and central controllers necessary to properly operate the RCS for all RCS Parties and Associates.

20. RCS Prime Site Controller - “RCS Prime Site Controller” shall mean the computer equipment located and operated at the RCS Prime Site which controls the trunked operation of the RCS.

21. RCS Remaining Parties - “Remaining Parties” shall mean the parties to this Agreement who remain contractually committed to the RCS and this Agreement after the withdrawal of any RCS Party.

22. RCS System Capacity - “RCS System Capacity” shall mean the quantity of available trunked radio channel resources that are operated by the RCS and that are accessible by RCS Parties and Associates. The capacity of the system shall be such that the system supports the stated traffic loading, as delineated in Section 10, which is derived by periodic traffic monitoring.

23. RCS System Load - “RCS System Load” shall mean the amount of trunked radio traffic generated by the RCS Parties and Associates determined by radio traffic monitoring, and identified as a Grade of Service (GOS), where GOS is the probability of a user being “blocked” or delayed access to a trunked radio channel resource for more than a specified time interval as measured during a peak traffic time period defined as the “busy hour.”

24. Simulcast System - The “Simulcast System” shall mean the 800MHz trunked simulcast system linked into the Austin-Travis County Regional Radio System. The term “Simulcast System” does not include dispatch, mobile or portable radios, radio phones, agency-specific equipment or PSAP connection devices to the Simulcast System that are solely owned and maintained by each RCS Party or Associate.

25. Subscriber Equipment - “Subscriber Equipment” shall mean and include, but shall not be limited to, portable radios, mobile radios, control station radios and radio consoles owned and operated by the RCS Parties and Associates.

26. Subscriber Unit - “Subscriber Unit” shall mean a portable or fixed radio communications device such as a mobile vehicle radio, portable hand-held radio, or fixed control station within a communications center.

27. Support Vendor - “Support Vendor” shall mean a vendor properly selected (in accordance with applicable state laws) to provide maintenance, repair, troubleshooting, and/or related services for the RCS.

28. System-owned Enhancement - A “System-owned Enhancement” shall mean any addition to the RCS, such addition being owned by the RCS itself, that benefits RCS Parties and Associates overall, including but not limited to system-wide software upgrades, installation of new tower sites, or replacement of existing RCS Infrastructure Equipment.

29. System Manager - The “System Manager” shall mean the entity designated by Program Manager/Williamson County to perform duties under this Agreement at the direction of Program Manager/Williamson County, such duties to include day-to-day technical operations of the RCS as such relate to the RCS’s inter-connectivity to the Austin-Travis County Regional Radio System.

30. Williamson County - “Williamson County” shall mean Williamson County, Texas. Any reference in this Agreement to Williamson County shall include the respective officers, agents, employees and departments of Williamson County.

SECTION 2 **PURPOSE**

The general purpose of this Agreement is to dissolve CWICS, to provide for the establishment of the Williamson County Radio Communications System (RCS), to establish an organizational and management structure for the ongoing administration, operation, and maintenance of the RCS, and to create a budget process, funding processes, strategic planning and budget forecasting processes, and allocation of costs associated with, operating, maintaining, and upgrading the RCS.

With the exception of any document cited in this Agreement as retaining full force and effect, all previous Interlocal Agreements and/or Memorandums of Understanding, Commissioners Court or City Council decisions, proclamations, resolutions or decrees which relate to CWICS and/or which were executed between the CWICS parties and associated agencies shall dissolve upon execution of this Agreement, and same shall no longer be of any force or effect.

The parties to this Agreement have developed initial service level objectives attached hereto as Exhibit “B” and incorporated herein by reference for all appropriate purposes, and the parties to this Agreement have developed system performance measurements attached hereto as Exhibit “C” and incorporated herein by reference for all appropriate purposes.

SECTION 3 DISSOLUTION OF CWICS

The parties comprising CWICS hereby agree and accomplish the dissolution of CWICS; and each and every party hereto, having been a party to the original CWICS "Communications System Interlocal Agreement" dated May 8, 1997, and the "Interlocal Agreement" dated November 8, 2001, and the "Agreement for Buy-In to CWICS 800 Trunking Board" dated March 17, 2004 (all being attached hereto), expressly acknowledges and agrees that CWICS is dissolved by this document.

SECTION 4 FREQUENCIES

Prior to or contemporaneous with its execution of this Agreement, the City of Cedar Park agrees to transfer to Williamson County five (5) 800 MHz frequencies currently licensed to Cedar Park. Williamson County hereby agrees to re-license said frequencies and include them in the RCS frequency pool.

The City of Cedar Park agrees to relinquish its current single site five (5) channel 800MHz analog radio system, and ownership of same shall revert to or otherwise be transferred to Williamson County.

It is expressly acknowledged and agreed by the parties hereto that the resolution unanimously passed by the Williamson County Commissioner's Court on September 11, 2001, under Agenda Item 21, remains in full force and effect. Such resolution recites as follows: "Now, therefore, be it resolved by the Commissioner's Court of Williamson County, Texas, that the County agrees that if any participating entity in CWICS transfers its FCC license to Williamson County, the County will transfer said license back to said entity if said entity withdraws from CWICS, or CWICS is dissolved."

In accordance with the immediately-preceding paragraph, it is expressly acknowledged and agreed by the parties hereto that, due to the dissolution of CWICS, the Cities, as defined herein in Section 1(3), currently retain all rights to make demand for and receive reassignment of their individual and respective FCC licenses and frequencies back to themselves from Williamson County. In the spirit of cooperation, the Cities agree to forego their right to demand the immediate reassignment of their individual and respective FCC licenses and frequencies and hereby agree to allow said frequencies to remain in the name of Williamson County and be used for purposes of a RCS frequency pool; provided, however, the parties to this Agreement agree that the Program Manager/Williamson County shall consent to and authorize the reassignment of said FCC licenses and frequencies back to any of the Cities that choose to withdraw from this Agreement pursuant to Section 18 herein below or consent to and authorize the reassignment of the individual and respective FCC licenses and frequencies back to all of the Cities if the RCS is dissolved in its entirety. In the event of a reassignment of said FCC licenses and frequencies following a RCS Party's withdrawal from the RCS, the parties hereto acknowledge that they may not be reassigned the same frequency that they previously assigned to Williamson County prior

to the dissolution of CWICS since such frequency may be in use as an RCS control channel. However, in such case, the Program Manager/Williamson County shall reassign a comparable frequency to the withdrawing RCS Party. The parties to this Agreement expressly acknowledge their understanding that this provision shall have primacy over and shall supersede any statement to the contrary contained herein or elsewhere.

Williamson County agrees to keep the frequencies which are in the RCS frequency pool active in order to prevent any reversion of frequencies back to the FCC.

SECTION 5

TERM OF AGREEMENT; AND EFFECTIVE DATE

This Agreement shall be deemed to be effective as of October 1, 2007. The initial term of this Agreement shall be for ten (10) years, subject to the rights of withdrawal and termination as contained herein. Following the initial ten (10) year term, this Agreement shall automatically renew for up to a maximum of two (2) additional terms of five (5) years each, subject to the rights of withdrawal and termination as contained herein. .

SECTION 6

ADVISORY BOARD

Subsection 6.01: General Purpose. The parties hereto expressly acknowledge that the Advisory Board shall be advisory in nature. Notwithstanding anything contained herein to the contrary, the parties hereto expressly acknowledge that the Advisory Board shall have no authority to obligate the Program Manager/Williamson County in any financial way, nor shall the Advisory Board have the authority to make expenditures of funds.

The organizational structure of the RCS and the initial composition of the Advisory Board are delineated in Exhibit "A" attached hereto and incorporated herein by reference for all appropriate purposes.

The Advisory Board shall generally do the following: (1) provide recommendations to the Program Manager/Williamson County relating to the overall direction of the RCS; (2) collaborate with the Program Manager/Williamson County and with the System Manager to prepare and maintain a revolving five-year strategic plan/budget forecast to address such issues as RCS System Capacity, Party-owned Enhancements, System-owned Enhancements, and coverage issues; (3) provide recommendations relating to management and operations of the RCS to the Program Manager/Williamson County; (4) provide recommendations relating to standard operating procedures for the RCS to the Program Manager/Williamson County; (5) provide overall advice regarding the RCS to the Program Manager/Williamson County; (6) assist the Program Manager/Williamson County in the resolution of RCS issues; and (7) provide recommendations to the Program Manager/Williamson County relating to operational governance of Party-owned Enhancements, System-owned Enhancements, alias database management, template controls, interoperability, RCS budgets, performance, compatibility, and other system issues. It is hereby acknowledged that the Advisory Board may exercise only the powers and duties specifically authorized under this Agreement.

Subsection 6.02: Composition. The parties hereto expressly acknowledge that the Advisory Board shall consist of only RCS Parties, and that RCS Associates shall have no membership rights or eligibility to serve on the Advisory Board. Additionally, the parties hereto expressly acknowledge that the City of Hutto and the Williamson County ESD #3 shall together constitute and be considered as a single RCS Party and shall be entitled to designate only one member to the Advisory Board.

The Advisory Board shall consist of only one member from Williamson County, one member from the City of Georgetown, one member from the City of Round Rock, one member from the City of Cedar Park, and one member from the City of Hutto / ESD #3. As soon as is practicable after execution of this Agreement, each such RCS Party entity shall designate in writing the name of its Board Member and the name of one Alternate Board Member, and shall submit same to the Program Manager/Williamson County.

Subsection 6.03: Officers. The Williamson County Judge or his/her designee shall be the permanent Chair of the Advisory Board.

The Advisory Board shall elect a Vice-Chair annually in the first month of each Fiscal Year, or as soon thereafter as is practicable. The Vice-Chair shall be responsible for acting in the absence of the Chair.

The Program Manager/Williamson County shall designate a person not serving as an Advisory Board Member to serve as Secretary to the Advisory Board. The Program Manager/Williamson County shall provide any necessary administrative support to the Advisory Board.

Subsection 6.04: Quorum and Voting. No action may be considered or taken by the Advisory Board unless a quorum is present. A quorum shall be constituted only when a majority of the Advisory Board Members or Alternate Board Members is present.

Each member of the Advisory Board shall have one vote. The affirmative vote of a simple majority is required to pass any action in which the Advisory Board is authorized to act on under this Agreement. All actions taken as the result of a vote by an RCS Party's Advisory Board Member shall be binding on the RCS Party.

Subsection 6.05: Duties. The Advisory Board's duties and authority shall be as follows:

1. After the first five Fiscal Years of this Agreement when the annual Subscriber Unit Fee is frozen in accordance with Subsection 14.02 herein, review the apportionment of the Annual Assessment between the RCS Parties and Associates and recommend to the Program Manager/Williamson County any adjustments needed;
2. Annually review the draft annual RCS Budget and the revolving five-year strategic plan/budget forecast as prepared by the Program Manager/Williamson County delineating funds needed to operate, maintain, upgrade and use the RCS. Each annual draft

budget and each revolving five-year strategic plan/budget forecast shall be presented to the Advisory Board by not later than April 30th of each year. In the event a RCS Party does not agree with the draft RCS Budget as presented, it must, within thirty (30) days following receipt of the draft RCS Budget, provide the Program Manager/Williamson County and the Advisory Board with a detailed explanation of its issues and a detailed recommendation as to possible solutions to resolve the issues raised;

3. Review and make recommendations to the Program Manager/Williamson County regarding the operating policies and procedures for the RCS, including policies relating to radio resource management, training of communications and field personnel, system security, fleet mapping management, alias database management, capacity management, FCC compliance, and interoperability among Williamson County agencies and with other radio systems;

4. Regularly review the service level objectives and system performance measurements for the RCS and recommend actions to ensure reliable RCS performance;

5. Develop and recommend System-owned Enhancements to the Program Manager/Williamson County, if and as needed, to ensure desired RCS functionality and performance;

6. In conjunction with annual RCS reviews performed by the Program Manager/Williamson County, consider the impact of proposed RCS Associate applicants on the capacity of the RCS and recommend approval or denial of applications to allow additional RCS Associates;

7. Periodically provide input on the performance of the Program Manager/Williamson County;

8. Periodically provide input relating to the hiring of the Program Manager/Williamson County's staff person(s) designated to perform the duties of the Program Manager/Williamson County. The Program Manager/Williamson County shall consider the Advisory Board's evaluation and input in this regard, but the parties hereto expressly acknowledge that the Program Manager/Williamson County retains the exclusive right to take personnel actions, if any, with respect to its staff working on the RCS; and

9. Assist the Program Manager/Williamson County in developing agreements and standards defining the roles and responsibilities of the RCS Parties and Associates for System-owned Enhancements that are approved by the Program Manager/Williamson County. The funding for such System-owned Enhancements shall be included in the referenced agreements and standards. System-owned Enhancements shall be based on recommendations from the RCS Parties, RCS Associates, the Program Manager/Williamson County, and the System Manager. Any System-owned Enhancements or Party-owned Enhancements to the RCS shall be included in the revolving five-year strategic plan/budget forecast reviewed at least annually.

Subsection 6.06: Terms. The term of each Advisory Board Member shall be for two (2) years, but he/she shall serve at the pleasure of the appointing RCS Party and may be removed by said RCS Party at any time with or without cause. There shall be no term limits for an RCS Party's Advisory Board Member, and no prohibition against successive re-appointment. There shall be no term limits for the Chair and Vice-Chair, and no prohibition against successive service or election.

Subsection 6.07: Attendance Requirements. Either an Advisory Board Member or an Alternate Advisory Board Member of each RCS Party shall attend all properly-noticed meetings.

Subsection 6.08: Procedures for Advisory Board Meetings. The Advisory Board shall meet at least quarterly each Fiscal Year. The Chair shall preside at each Board Meeting, and the Vice-Chair shall act in the absence of the Chair. The Chair shall provide the Advisory Board Members with at least ten (10) days notice of proposed dates for regular meetings. The Program Manager/Williamson County and/or any Advisory Board Member may place an item on the Advisory Board's meeting agenda by submitting the item to the Chair at least five (5) days prior to the next scheduled meeting. The Chair shall submit the official agenda to the Advisory Board Members by the time that it is posted in accordance with the Texas Open Meetings Act, but in any event not later than seventy-two (72) hours prior to the scheduled meeting.

Subsection 6.09: Special Meetings. The Advisory Board Chair or the Program Manager/Williamson County may call special meetings upon seventy-two (72) hours' prior written notice to the Advisory Board Members. Special meetings may be called to address unplanned contingencies relating to the RCS or to address RCS Budget related items. A majority of the Advisory Board Members may also call special meetings of the Advisory Board upon proper posting and seventy-two (72) hours' prior written notice of the date, location, and purpose of the meeting to the Advisory Board Chair and to each Board Member.

Subsection 6.10: Actions of the Advisory Board. The Advisory Board shall not take any action that would violate any applicable statute, law, regulation, court order, ordinance or commissioners' court order. Further, all Advisory Board Meetings shall comply with the Texas Open Meetings Act.

SECTION 7 **AMENDMENTS**

Subsection 7.01: Proposal of Amendment. Any RCS Party, through its Advisory Board Member, may propose an amendment to this Agreement to the Advisory Board. The Advisory Board shall consider the proposed amendment and make a recommendation to the Program Manager/Williamson County. The Program Manager/Williamson County shall review such proposed amendment and decide to accept or deny the proposed amendment, and shall thereafter notify each RCS Party and Associate, in writing, of its decision to accept or deny the proposed amendment.

Subsection 7.02: Adoption of Amendment. An amendment to this Agreement shall be effective when adopted by the governing bodies of the RCS Parties. An RCS Party whose

governing body does not adopt such amendment may withdraw from participation in the RCS as provided herein in Section 18. Furthermore, in the event a RCS Party's governing body fails to adopt an amendment within thirty (30) days of the Program Manager/Williamson County's notice of its acceptance of a proposed amendment, such RCS Party shall be deemed to have accepted and approved the proposed amendment by its inaction. Each amendment to this Agreement shall be formalized in a written document and shall be signed by all RCS Parties. All amendments that are proposed and adopted, whether adopted by formal adoption or adoption by an RCS Party's inaction in accordance herewith, shall be binding on each RCS Party and Associate.

SECTION 8

STAFFING AND OPERATIONS

Subsection 8.01: System Manager Duties. The System Manager shall provide personnel to perform all required duties including, but not limited to, the day-to-day technical operations of the RCS as such relate to the RCS's inter-connectivity to the Austin-Travis County Regional Radio System. All actions of the System Manager shall be performed under the direction of the Program Manager/Williamson County.

Subsection 8.02: Program Manager Duties and Responsibilities. At a minimum, the Program Manager shall have the following duties and responsibilities:

1. *Minutes.* Assign a designee to maintain minutes of the Advisory Board meetings;
2. *Operations Authority and Recommendations.* Have operational authority of the system for daily operations, and consider recommendations from the Advisory Board on standard operating procedures and maintenance of the RCS;
3. *Supervision.* Supervise and oversee the personnel that are provided by the System Manager and the Program Manager/Williamson County to support the RCS;
4. *Dispute Resolution.* Provide the first level of administrative dispute resolution to the RCS Parties and Associates as such disputes relate to the operation of the RCS;
5. *Retention of RCS Related Documents and Agreements.* Maintain a current copy of this Agreement, any amendments to this Agreement, the most current version of all exhibits made a part of this Agreement, all program records of the RCS, all bills of sale, licenses, leases, titles, and other legal documents related to the use and ownership of the RCS Infrastructure, System-owned Enhancements and real property acquired under this Agreement, and copies of the most current versions of any subsequently-developed operating procedures or standards of the RCS. Such documentation shall be kept in the Program Manager's Office and be made available for inspection by the RCS Parties and Associates;
6. *Template Control.* Maintain a current copy of each Subscriber Unit and template used on Agency-specific consoles operating on the RCS. Each RCS Party and Associate is

responsible for updating its respective templates and providing said copies to the Program Manager/Williamson County. The Program Manager/Williamson County shall make templates available to all RCS Parties and Associates upon request. The Program Manager/Williamson County shall also maintain a copy of all Template Interlocal Agreements, Memorandums of Understanding, and written agreements between RCS Parties, Associates, and other agencies authorizing the sharing, programming, and usage of any channels on the RCS. The Program Manager/Williamson County will coordinate subscriber unit templates and fleet mapping to ensure that interoperability requirements are met between all users of the RCS and the City of Austin Regional Radio System;

7. *RCS Budget and Staff Reports.* Provide a draft annual RCS Budget and a revolving five-year strategic plan/budget forecast to the RCS Parties and Associates by no later than April 30th of each year, as well as provide annual staff reports as requested by the Advisory Board;
8. *Performance Reports.* Quarterly, or more frequently if specifically requested by the Advisory Board, provide the Advisory Board with at least one report of RCS performance measures, as included in the Annual System Assessment described herein;
9. *Job Descriptions.* Maintain descriptions of the duties of Williamson County and/or the Program Manager staff that is employed on the RCS;
10. *Inventory Report.* Maintain and provide an annual inventory report to the RCS Parties and Associates which describes all RCS Infrastructure and real property acquired under this Agreement and contains an assessment of condition of such inventory;
11. *Manuals and Warranties.* Maintain current operation manuals and warranty information for all RCS Infrastructure Equipment;
12. *Standard Operating Procedures.* Develop, distribute, and revise current standard operating procedures for the RCS;
13. *Contract Administration.* Administer all contracts for the operation and maintenance of the RCS;
14. *Annual System Assessment.* Annually, or more frequently if specifically requested by the Advisory Board, provide the Advisory Board with a system assessment as to the capacity, coverage, and utilization of the RCS;
15. *RCS Availability.* Assist the RCS Parties and Associates in working to ensure operational and technical availability of RCS features to all RCS Parties and Associates which support interactions and communications with other public safety systems.

The parties expressly acknowledge and agree that the Program Manager might resign, be terminated, be re-assigned, have its/his/her duties re-structured, or otherwise be “separated from duty” by being withdrawn from performing a portion of or all duties hereunder. In that event,

the Advisory Board Chair shall act as interim Program Manager until the time that Williamson County designates a replacement permanent Program Manager. Within ten (10) days of separation from duty, the former Program Manager shall have the obligation to fully transfer to the interim Program Manager possession and control of all documents, budgets, inventory lists, standard operating procedures, RCS Infrastructure, and all items of personal property and real property related in any manner to this Agreement and to the RCS. Following such transfer, the former Program Manager shall be relieved of further obligations hereunder.

SECTION 9

LEVEL OF SERVICES

The Program Manager/Williamson County shall provide all RCS Parties and Associates with a level of service which is, at a minimum, in compliance with the service level objectives and system performance measurements attached hereto as Exhibit "B" and Exhibit "C" respectively.

SECTION 10

RCS SYSTEM CAPACITY AND RCS SYSTEM LOAD

The Program Manager/Williamson County shall be charged with the collection of trunked system radio traffic data. Data collected each month shall be such so that a statistically valid sample is obtained.

System loading data shall be collected and stored. The Program Manager/Williamson County shall consult with the Advisory Board regarding the most appropriate method of presentation. One such method can be a "channel activity" graph that illustrates the number of transactions on each channel. Another such method can be a traffic profile chart that includes, among other items, the calls per hour, duration of call, and calls per unit per hour. Such data shall be used to determine the Grade of Service, which shall be metric used to determine system performance in regards to the system's ability to adequately serve the users.

If the collected data, plotted on a monthly basis, indicates a trend where the GOS exceeds one percent (1%) and the queue (wait for a channel grant) time exceeds one (1) second over a period of three (3) consecutive months, steps shall be taken to increase capacity once any potential anomalous occurrences or conditions have been examined and adequately explained.

The Program Manager/Williamson County shall ensure that the proper system management processes are in place to maximize the system's capacity before trunked radio channel resources are added to the system.

In the event the RCS System Capacity is increased to meet the needs of an out-of-county RCS Associate, such out-of-county RCS Associate shall be solely responsible for all initial and implementation costs, maintenance costs, operational costs, and recurring costs. Such costs shall not be included in the Annual Assessments apportioned to all RCS Parties and Associates.

SECTION 11
PARTY-OWNED ENHANCEMENTS, AND SYSTEM -OWNED
ENHANCEMENTS

Subsection 11.01: Party-owned Enhancements. A Party-owned Enhancement is defined as any addition to the RCS, such addition being owned by an RCS Party or Associate, that is designed and implemented to benefit a specific geographic coverage area(s) or specific agency and that does not necessarily benefit all RCS Parties and Associates, including the installation of IR Sites purchased and implemented by an RCS Party or Associate that serve to enhance a specific geographic coverage area but that are not designed to benefit all RCS Parties and/or Associates under normal daily operations. Such Party-owned Enhancement shall be paid for by the RCS Party or Associate implementing such Party-owned Enhancement. The RCS Party or Associate that implements such Party-owned Enhancement shall also be solely responsible for the design, implementation, operation, and recurring costs of such Party-owned Enhancement, and such costs shall not be included in the Annual Assessments apportioned to all RCS Parties and Associates. All infrastructure, equipment and/or frequencies added to the RCS by any RCS Party or Associate as a Party-owned Enhancement shall remain the property of the implementing RCS Party or Associate.

All Party-owned Enhancements must be compatible with existing RCS Infrastructure at the time a Party-owned Enhancement is implemented, and a Party-owned Enhancement shall not cause substantive interference or degradation of existing RCS services. In the event that it is determined that a Party-owned Enhancement does cause substantive interference or degradation of existing RCS services, such interference or degradation must be cured and fully resolved within twenty-four (24) hours of an RCS Party's or Associate's receipt of written notice from the Program Manager/Williamson County.

Subsection 11.02: System-owned Enhancement. A System-owned Enhancement is defined as any addition to the RCS, such addition being owned by the RCS itself, that benefits the RCS Parties and Associates overall, and shall include but not be limited to system-wide software upgrades, installation of new tower sites, and/or replacement of existing RCS Infrastructure Equipment. Notwithstanding anything contained herein to the contrary, all infrastructure and equipment added to the RCS as a System-owned Enhancement shall be considered the property of Williamson County. After the first five Fiscal Years of this Agreement when the annual Subscriber Unit Fee is frozen in accordance with Subsection 14.02 herein, all future operations costs, maintenance costs and the costs of a System-owned Enhancement shall be shared equitably based on the percentage of total Subscriber Unit allocations for each RCS Party and Associate, as more fully set forth in Section 14 herein.

Subsection 11.03: Determination of Party-owned Enhancement or System-owned Enhancement. Whenever an RCS Party or Associate desires to make an addition to the RCS, it must first request that the Advisory Board issue a recommendation to the Program Manager/Williamson County on whether, in the opinion of the Advisory Board, such proposed addition should be deemed to be a Party-owned Enhancement or a System-owned Enhancement. Such recommendation from the Advisory Board shall be made based on a criteria set to be

developed and periodically reviewed and amended by the Program Manager/Williamson County. Prior to the issuance of the Advisory Board's recommendation, the RCS Party or Associate proposing the addition shall be allowed to present, testify, and negotiate matters including but not limited to proportional benefit, establishment of current fair market value, projections of future increased RCS Operating Costs, projections of future value, appreciation and depreciation issues, and amount (if any) of costs to be recouped in the event of the RCS Party's or Associate's withdrawal from the RCS and this Agreement. Written notification of the Advisory Board's recommendation on to whether such proposed addition should be considered a Party-owned Enhancement or a System-owned Enhancement, and any associated details, shall be promptly given to the RCS Party or Associate proposing the addition and to the Program Manager/Williamson County. Following the Program Manager/Williamson County's receipt of the Advisory Board's recommendation, the Program Manager/Williamson County shall consider the recommendation and make the final determination as to whether the proposed addition will be deemed a Party-owned Enhancement or a System-owned Enhancement. Agreements regarding negotiated matters shall be reduced to a contractually-binding document. Nothing herein shall be deemed to require a proposing RCS Party or Associate to actually make any proposed addition.

Subsection 11.04: Number of Subscriber Units. All RCS Parties and Associates shall review and reconcile their Subscriber Unit counts with the Program Manager/Williamson County during each Annual System Assessment. Each RCS Party and Associate shall notify the Program Manager/Williamson County of any Subscriber Units that are being added to or removed from the RCS during a Fiscal Year. In order to assist in creating accurate Annual Assessments and Subscriber Unit Fees for each new Fiscal Year, each RCS Party and Associate shall notify the Program Manager/Williamson County of the projected Subscriber Unit increases/decreases on or before March 1st of each year.

SECTION 12 **OWNERSHIP AND OPERATION OF EQUIPMENT**

Subsection 12.01: CWICS Equipment. Ownership of all equipment currently belonging to CWICS, same having been purchased and maintained by CWICS prior to the execution of this Agreement, shall revert or otherwise be transferred to Williamson County upon execution of this Agreement, and same shall thereafter be deemed to be RCS Infrastructure Equipment. Each RCS Party hereby agrees to execute any documents or instruments necessary to transfer title and/or ownership of such CWIC's equipment and property to Williamson County. The parties to this Agreement expressly acknowledge and agree that this provision applies only to equipment and does not apply to any real property owned by any of the entities comprising CWICS.

Subsection 12.02: RCS Infrastructure Equipment at RCS Sites. RCS Infrastructure Equipment located at each RCS Prime Site(s), Backup Site(s) or that is being operated for the benefit of all RCS Parties and Associates shall be available for use by all RCS Parties and Associates.

Subsection 12.03: Party-owned Enhancement Equipment. Equipment that is being operated to solely benefit one or more RCS Parties and/or Associates as a Party-owned Enhancement,

whether such equipment be located at the RCS Prime Site(s), Backup Site(s) or at an RCS Party's location, shall be operated for the benefit of the implementing RCS Party or Associate that owns it, and it shall not be considered RCS Infrastructure Equipment. The costs associated with operating and maintaining such equipment shall be the sole responsibility of the RCS Party or Associate that owns and operates such equipment.

Subsection 12.04: Agency-specific Equipment. Dispatch facilities and field user equipment may be co-owned by two or more RCS Parties and/or Associates or purchased and owned separately by any RCS Party or Associate. Agency-specific Equipment includes but is not limited to consoles, recording equipment, furniture, telephones, 911 ANI/ALI consoles, and microwave or fiber lines. Such Agency-specific Equipment shall not be considered RCS Infrastructure Equipment and shall remain the sole responsibility of each RCS Party or Associate that purchases same.

Subsection 12.05: Inventory of RCS Infrastructure Equipment. A complete inventory of all RCS Infrastructure Equipment shall be kept current and shall be maintained by the RCS Program Manager/Williamson County. Such inventory of all RCS Infrastructure Equipment shall include an assessment of the condition of the inventory. Such inventory/condition report shall be made available for inspection to all RCS Parties and Associates.

SECTION 13

DISPOSITION OF PROPERTY UPON WITHDRAWAL

Subsection 13.01: Claims to RCS Infrastructure Property or Equipment Following Withdrawal or Termination. Notwithstanding anything contained herein to the contrary, upon the withdrawal or termination of an RCS Party or Associate in accordance with Section 18 herein, the withdrawing or terminated RCS Party or Associate shall have no claim to any RCS Infrastructure Equipment or any property, real or personal, that is owned by Williamson County or that becomes the property of Williamson County under this Agreement.

Subsection 13.02: Claims to Party-owned Enhancements Following Withdrawal or Termination. Withdrawing or terminated RCS Parties or Associates shall retain ownership of any Party-owned Enhancements which that RCS Party or Associate brought into the RCS or that have been transferred to the RCS Party or Associate by Williamson County. At the time of a RCS Party's or Associates withdrawal or termination, and prior to the removal of its Party-owned Enhancement, a system assessment shall be performed by the Advisory Board. Following the said system assessment, the Advisory Board shall issue an opinion to the Program Manager/Williamson County as to whether, in the Advisory Board's opinion, there is a likelihood of significant degradation or interruption of RCS services if such Party-owned Enhancement is removed from the RCS. The Program Manager/Williamson County shall, thereafter, review the Advisory Board's opinion and make a final determination on whether or not there is a likelihood of significant degradation or interruption of RCS services. If significant degradation or interruption of services is deemed likely by the Program Manager/Williamson County, then and in that event the Program Manager/Williamson County, on behalf of the RCS, shall have the right to do the following: make a good-faith offer to the withdrawing or terminated RCS Party or Associate to purchase such Party-owned Enhancement at its then-

current fair market value and in accordance with any agreement in place reached during negotiations under Subsection 11.03 herein, with the express understanding and agreement of both the RCS and the withdrawing or terminated RCS Party or Associate that same is an offer only and not an obligation to either buy or sell. In the event of an agreed sale, following such purchase by the RCS, the Party-owned Enhancement would thereafter be deemed to be a System-owned Enhancement. In the event that the withdrawing or terminated RCS Party or Associate does not elect to sell, then and in that event the withdrawing or terminated RCS Party or Associate shall have the obligation to reach a fair and equitable agreement with the RCS to allow appropriate co-use, lease or rental rights, or the like, along with appropriate compensation, of the Party-owned Enhancement.

SECTION 14 **COSTS**

Subsection 14.01: Definitions.

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

1. **RCS Capital Costs** - The “RCS Capital Costs” shall mean all costs associated with (1) any improvements, additions or replacements of items that have an expected useful life of more than five years; and/or (2) System-owned Enhancements to the RCS occurring after the initial installation and implementation of the RCS. The term “RCS Capital Costs” shall not include Party-owned Enhancements, RCS Operating Costs, System Manager Costs, Program Manager Costs, and RCS System Costs. RCS Capital Costs are borne by Williamson County, and are not apportioned to or chargeable to the RCS Parties and Associates.

2. **RCS Operating Costs** - The “RCS Operating Costs” shall mean all costs incurred to operate the RCS, including but not limited to maintenance and operational costs relating to RCS Infrastructure Equipment and System-owned Enhancements, commodities costs, contractual costs, personnel costs, utility costs, security costs, lease payments, insurance costs and normal periodic maintenance, tuning, servicing, inspecting, parts replacement, repair and other similar activities intended to keep the RCS functioning efficiently and to maintain the useful life of the RCS and reduce the probability of failures. All RCS Operating Costs are, as required in this Agreement, included in each Annual Assessment and RCS Budget. Elements considered in the calculation of annual RCS Operating Costs are, among other data, annual system maintenance contracts, utilities, tower insurance, and system management fees. After the first five Fiscal Years following execution of this Agreement, the RCS Operating Costs are borne by the RCS Parties and Associates, and Williamson County shall apportion and charge same to the RCS Parties and Associates in accordance with this Agreement.

3. **RCS System Costs** - The “RCS System Costs” shall mean and include, but shall not be limited to, the cost of operation and maintenance of all RCS-owned equipment, the cost of any improvements, additions or replacements that have an expected useful life of five years or less, and/or the cost of administration in operating the RCS generally used each time a two-way Radio Frequency (RF) call is made on the RCS. All RCS System Costs are, as required in this Agreement, included in each Annual Assessment and RCS Budget. After the first five Fiscal

Years following execution of this Agreement, the RCS System Costs are borne by the RCS Parties and Associates, and Williamson County shall apportion and charge same to the RCS Parties and Associates in accordance with this Agreement.

4. **System Manager Costs** - The “System Manager Costs” shall mean all reasonable and necessary costs incurred by the System Manager to support the RCS, including but not limited to professional services, wages, benefits, insurance, employment related taxes, employers’ retirement contributions, telephone allowances, pagers, education and seminar fees, travel for training, mileage reimbursement, photographic supplies, developing and printing costs, educational materials, books, office supplies, computer supplies, computer software, small tools and minor equipment. All System Manager Costs are, as required in this Agreement, included in each Annual Assessment and RCS Budget. After the first five Fiscal Years following execution of this Agreement, the System Manager Costs are borne by the RCS Parties and Associates, and Williamson County shall apportion and charge same to the RCS Parties and Associates in accordance with this Agreement.

5. **Program Manager Costs** - The “Program Manager Costs” shall mean all reasonable and necessary costs incurred by the Program Manager to support the RCS, including but not limited to professional services, wages, benefits, insurance, employment related taxes, employers’ retirement contributions, telephone allowances, pagers, education and seminar fees, travel for training, mileage reimbursement, photographic supplies, developing and printing costs, educational materials, books, office supplies, computer supplies, computer software, small tools and minor equipment. All Program Manager Costs are, as required in this Agreement, included in each Annual Assessment and RCS Budget. After the first five Fiscal Years following execution of this Agreement, the Program Manager Costs are borne by the RCS Parties and Associates, and Williamson County shall apportion and charge same to the RCS Parties and Associates in accordance with this Agreement.

Subsection 14.02: Cost for RCS Party or Associate to Participate in RCS During First Five Fiscal Years. For the first five Fiscal Years of this Agreement, beginning October 1, 2007, the only cost chargeable to RCS Parties and Associates is \$17.50 per Subscriber Unit per month in order for the RSC Party or Associate to gain and enjoy full participation in the RSC System. All parties expressly acknowledge and agree that the annual Subscriber Unit Fee shall, without exception, be frozen at \$17.50 per Subscriber Unit per month for the first five Fiscal Years of this Agreement, beginning October 1, 2007.

Subsection 14.03: Cost for RCS Party or Associate to Participate in RCS After the Expiration of First Five Fiscal Years. For all periods of time following the expiration of the first five Fiscal Years of this Agreement, the cost chargeable to RCS Parties and Associates in order for the RSC Party or Associate to enjoy full participation in the RSC System shall be computed using the following definitions and methodology:

1. **Annual Assessment** - The “Annual Assessment” shall mean the total amount of RCS Operating Costs, System Manager Costs, Program Manager Costs, and RCS System Costs which are projected to be incurred and the amount of money projected to be expended during the next Fiscal Year, according to an itemized schedule prepared and presented to the Advisory

Board by the Program Manager/Williamson County. The RCS Parties and Associates agree and acknowledge that the total amount of the Annual Assessment shall be adjusted (increased or decreased) each year following the initial first five Fiscal Years of this Agreement in order to annually reconcile the RCS Budget to actual.

2. **Subscriber Unit Fee** - The “Subscriber Unit Fee” shall mean the per radio unit cost which is chargeable to each RCS Party and Associate quarterly by Williamson County. The Subscriber Unit Fee is determined by dividing the Annual Assessment by the total number of Subscriber Units that each RCS Party and Associate will be using on the RCS in a specific Fiscal Year.

All parties expressly acknowledge and agree that no RCS Capital Costs will be apportioned to or borne by RCS Parties and Associates at any time during the term of this Agreement.

Subsection 14.04: Payment Instructions. The amounts due under this Agreement will be billed to the RCS Parties and Associates by the Program Manager/Williamson County on a quarterly basis. Invoices shall be paid to Williamson County within thirty (30) days from the date of receipt of the invoice. Interest charges for any late payments shall be paid in accordance with Texas Government Code Section 2251.025 (or as later amended): “The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.”

In the event that any discrepancy arises in relation to an invoice, the RCS Party or Associate which claims such discrepancy shall notify the Program Manager/Williamson County of such discrepancy. Following notification of such discrepancy as to an invoice, the RCS Party or Associate and Williamson County shall work in good faith to seek to resolve such discrepancy. Thereafter, the Program Manager/Williamson County shall re-submit a corrected or revised invoice, and the RCS Party or Associate shall pay same within thirty (30) days from the date of receipt of the corrected or revised invoice.

Subsection 14.05: Potential Increases in Subscriber Unit Fees. Following the first five Fiscal Years of this Agreement, during which time the annual Subscriber Unit Fees will have remained frozen at \$17.50 per Subscriber Unit per month, the annual Subscriber Unit Fee which is assessed for each Subscriber Unit may be increased by the Program Manager/Williamson County in an amount not to exceed ten percent (10%) per year per Subscriber Unit.

In the event that the Program Manager/Williamson County makes a determination that an increase is necessary which exceeds such ten percent (10%) limit, then and in that event the Program Manager/Williamson County shall submit the matter to the Advisory Board. After a hearing, the Advisory Board shall make known in written form its determination as to whether an increase above such ten percent (10%) limit is warranted and, if so, an appropriate percentage of increase to the Subscriber Unit Fee. Following receipt of such determination by the Advisory Board, the Williamson County Commissioner’s Court shall set the actual amount of increase, if

any. The Program Manager/Williamson County shall notify the RCS Parties and Associates of same.

Subsection 14.06: Additional Costs to RCS Parties and Associates for Non-RCS Infrastructure Equipment. Each RCS Party and Associate shall be solely responsible for all maintenance and other costs associated with its own dispatch facilities, field user equipment, telephone lines, microwave links, long distance telephone calls, mobile and portable equipment, any equipment not considered RCS Infrastructure Equipment under this Agreement, and any other such equipment that was acquired solely for the benefit of the individual RCS Party or Associate. If any equipment or other facilities are co-owned by RCS Parties and/or Associates, such parties shall be solely responsible for agreeing to a procedure for allocating maintenance costs between themselves.

Subsection 14.07: Costs to RCS Parties and Associates for Presenting Proposals. Any and all costs associated with a RCS Party's or Associate's proposal for adding enhancements to the RCS shall be borne by the RCS Party or Associate making such proposal whether or not such proposed enhancement is ultimately deemed a System-owned Enhancement in accordance with Subsection 11.03.

SECTION 15

APPLICATION FOR PARTICIPATION BY OTHER ENTITIES

Subsection 15.01: Limitation to Acceptance Based on RCS System Capacity. Except for the RCS Parties, no other entity may be accepted into the RCS unless and until there is sufficient RCS System Capacity to add additional Subscriber Units to the RCS, as determined by the Program Manager/Williamson County.

Subsection 15.02: Application to Become an RCS Associate. Any governmental or non-governmental entity satisfying FCC requirements to operate on a public safety radio system that desires to become an approved RCS Associate of the RCS must apply in writing to the Program Manager/Williamson County. The application must state the name of the entity applying, the type of use requested, the number of Subscriber Units to be used by the applicant, the quantity of each type of use, any encryption requirements, subscriber unit programming parameters, and all templates currently in use or proposed by the applicant. The applicant shall make a presentation regarding its application to the Advisory Board. The Advisory Board shall then review the application and make a recommendation to the Program Manager/Williamson County to approve or deny the applicant as an RCS Associate.. The Program Manager/Williamson County shall consider the Advisory Board's recommendation and all matters relating to such application and thereafter decide, at its sole discretion, to either approve or deny the application.

SECTION 16

COMPLIANCE AND GOOD FAITH DEALING

RCS Parties and Associates shall use the RCS in a manner consistent with the Standard Operating Procedures of the RCS, in compliance with all applicable FCC Rules and Regulations, and in compliance with all applicable federal, state, and local laws.

When dealing with RCS related problems or issues, RCS Parties and Associates shall utilize the Program Manager as the primary point of contact. RCS Parties and Associates shall work in good faith with the Program Manager/Williamson County to attempt to resolve problems relating to the operation of the RCS. RCS Parties and Associates shall be solely financially responsible for any FCC penalties or fines or any other type of financial encumbrance caused by the actions of that specific RCS Party or Associate. .

SECTION 17 **FUNDING PROVISIONS**

Subsection 17.01: Funding. RCS Parties and Associates specifically acknowledge that funding for each RCS Party's and Associate's Subscriber Unit Fees, as well as any other amounts that become rightfully due under this Agreement, shall be processed and appropriated through the budgeting process of each RCS Party's and Associate's governing body. Purchase costs of the actual Subscriber Units shall be the responsibility of each individual RCS Party and Associate.

Subsection 17.02: Failure to Appropriate. On or before July 1st of each year, each RCS Party and Associate must give written notification to the Program Manager/Williamson County of its intent to appropriate its Subscriber Unit Fees. Following its governing body's formal appropriation of such Subscriber Unit Fees, each RCS Party and Associate shall provide the Program Manager/Williamson County with written documentation evidencing its formal appropriation. In the event that an RCS Party's or Associate's governing body fails to appropriate the necessary funds at the beginning of its fiscal year, such RCS Party or Associate may be considered to be in material breach of this Agreement and may be subject to termination as set forth herein in Subsection 18.03.

Subsection 17.03: Remedies Available to Address Underfunding. If any RCS Party or Associate pays less than the total amount of its Subscriber Unit Fees or any other fee that may become lawfully due under this Agreement, for any Fiscal Year or portion of a Fiscal Year, the Program Manager/Williamson County may take one or more of the following actions:

1. Notice of Underfunding - Send the Underfunding RCS Party or Associate a notice stating the amount of underpayment, and request payment within thirty (30) days from the date of receipt of said notice;
2. Suspension of Services - Suspend radio services on the RCS to the Underfunding RCS Party or Associate until such time as payment for services has been received in full; and/or
3. Termination of Participation - With approval from the Williamson County Commissioner's Court, the Program Manager/Williamson County may terminate the Underfunding RCS Party or Associate as to participation in the RCS under

this Agreement. In such event, the procedures for termination must be followed which are set forth herein in Subsection 18.03.

SECTION 18

WITHDRAWAL; BREACH AND TERMINATION

Subsection 18.01: Right to Withdraw. Any RCS Party or Associate has the right to withdraw from this Agreement and the RCS by providing express written notice of its decision to withdraw to the Advisory Board, the Program Manager/Williamson County, and to all other RCS Parties and Associates at least one hundred eighty (180) days prior to its projected withdrawal date. Any withdrawing RCS Party or Associate shall remain obligated to pay all costs and fees which were lawfully incurred by such RCS Party or Associate prior to the date of its withdrawal.

Subsection 18.02: Incidents of Breach. A breach of this Agreement shall include, but not be limited to, the following:

7. **Failure to Make Payment.** Failure of an RCS Party or Associate to appropriate or timely pay its Subscriber Unit Fees, or any other fee that may become lawfully due under this Agreement;
8. **Substantive or Knowing Violation of FCC Rules.** Any substantive or knowing violation of FCC rules and regulations by an RCS Party or Associate, as determined by the FCC and/or the Program Manager/Williamson County;
9. **Violation of Standard Operating Procedures.** Egregious or repeated violations of the RCS Standard Operating Procedures by a RCS Party or Associate, as determined by the Program Manager/Williamson County. For purposes of this Agreement, egregious or repeated violations shall be deemed to have occurred when an RCS Party or Associate violates, on three (3) separate occasions, the same or similar RCS Standard Operating Procedure;
10. **Inappropriate Use.** Use of the RCS by an RCS Party or Associate, which use is determined to be inappropriate by the Program Manager/Williamson County and/or the Advisory Board;
11. **Failure to Make Penalty Payment.** Failure of an RCS Party or Associate to pay FCC penalties or fines legally attributable to it, which fines resulted solely from its actions;
12. **Adverse Impact.** Any other substantial action or omission that has a material adverse impact on the operation and maintenance of the RCS, as determined by the Program Manager/Williamson County and/or the Advisory Board; and/or
13. **Non-compliance with Terms and Conditions of this Agreement.** The knowing failure of an RCS Party or Associate to substantially comply with the terms and

conditions of this Agreement and/or any subsequent adopted amendments to this Agreement.

Subsection 18.03: Notice of Breach and Termination. The decision to exercise the rights and remedies granted by this Section 18 must be approved in writing, in advance, by the Williamson County Commissioner's Court. If an RCS Party or Associate commits a breach as delineated in Subsection 18.02, the Program Manager/Williamson County shall deliver written notice of such breach to the breaching RCS Party or Associate. Such notice must specify the nature of the breach and inform the breaching RCS Party or Associate that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching RCS Party or Associate under this Section 18. If the breaching RCS Party or Associate begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by the Program Manager/Williamson County, so long as the breaching RCS Party or Associate continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the breach. If, in the opinion of the Program Manager/Williamson County, the breaching RCS Party or Associate does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, the breaching RCS Party or Associate shall be deemed to be in breach and the Program Manager/Williamson County may deliver written notice to the breaching RCS Party or Associate which specifies the following:

7. Nature and description of the breach;
8. Date on which the original thirty (30) day notice of the breach was tendered to the breaching RCS Party or Associate;
9. Notice of any financial responsibility incurred by the RCS due to the acts of the breaching RCS Party or Associate;
10. Description of the failure of the breaching RCS Party or Associate to cure timely;
11. Statement that the RCS Party's or Associate's use of the RCS shall be terminated;
and
12. Effective date of the termination of the RCS Party or Associate.

Following the effective date of termination of an RCS Party or Associate, such terminated RCS Party or Associate shall immediately cease and desist from any further use of the RCS. The terminated RCS Party or Associate may be subject to "System Lock-out" whereby its use of the RCS shall be restricted via the alias database management tools. The Program Manager, System Manager, Williamson County and the remaining RCS Parties and Associates shall not be liable for any damages that may arise due to the locking out of a terminated RCS Party or Associate. A terminated RCS Party or Associate shall remain obligated to pay all costs and fees that were lawfully incurred by such RCS Party or Associate prior to the date of its termination.

Section 18.04: Failure to Ratify. In the event that a governing body of any RCS Party or Associate fails to ratify and execute this Agreement or any subsequent amendments that are adopted in accordance with the terms of this Agreement, such RCS Party or Associate may, at the discretion of the Program Manager/Williamson County, be restricted or suspended from using the RCS until such time as approval and/or ratification is obtained.

SECTION 19 **LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE PROGRAM MANAGER OR WILLIAMSON COUNTY, INCLUDING THEIR AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES, BE LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE ATTRIBUTABLE TO THE ACTS, OMISSIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR MISREPRESENTATIONS BY ANY RCS PARTY OR ASSOCIATE, OR THEIR DIRECTORS, EMPLOYEES OR AGENTS. IN NO EVENT SHALL THE PROGRAM MANAGER OR WILLIAMSON COUNTY BE LIABLE TO ANY RCS PARTY OR ASSOCIATE, BY REASON OF ANY ACT OR OMISSION RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER A CLAIM BE IN TORT, CONTRACT OR OTHERWISE, (A) FOR ANY CONSEQUENTIAL, INDIRECT, LOST PROFIT, PUNITIVE, SPECIAL OR SIMILAR DAMAGES RELATING TO OR ARISING FROM THE SERVICES, OR (B) IN ANY EVENT, IN THE AGGREGATE, FOR ANY AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY ANY RCS PARTY OR ASSOCIATE UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT DETERMINED TO HAVE RESULTED FROM THE PROGRAM MANAGER'S OR WILLIAMSON COUNTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUDULENT ACTS RELATING TO THE SERVICES PROVIDED FOR HEREUNDER.

SECTION 20 **MISCELLANEOUS PROVISIONS**

Subsection 20.01: Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be valid and enforceable.

Subsection 20.02: Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

Subsection 20.03: Incorporation of Exhibits and Attachments. All of the exhibits and attachments referred to in this Agreement are incorporated by reference as if set forth herein verbatim.

Subsection 20.04: No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any RCS Party or Associate, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each RCS Party and Associate does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Subsection 20.05: Choice of Law; Jurisdiction and Venue. This Agreement shall be performable in Williamson County, Texas. This Agreement and all of the rights and obligations of the RCS Parties and Associates and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without reference to its conflicts of law provisions. Williamson County shall be the sole place of jurisdiction and venue for any legal action arising from or related to this Agreement.

Subsection 20.06: Assignment. Except as otherwise provided in this Agreement, the rights and duties of the Program Manager, System Manager, Williamson County and the RCS Parties and Associates may not be assigned or delegated without the prior written consent of all the RCS Parties. Any authorized assignment or delegation of 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 RCS Parties and Associates.

Subsection 20.07: No Personal Benefit. No party to this Agreement intends to (1) benefit any person who is not either named as an RCS Party or otherwise added as an RCS Associate; (2) assume any special duty to supervise the operations of another RCS Party or Associate; (3) provide for the safety of any specific person; or (4) assume any other duty other than that imposed by this Agreement and general law.

Subsection 20.08: Notice. Any notice given hereunder shall be in writing, and shall be delivered by personal delivery, or by registered or certified mail, with return receipt requested, at the address of the respective parties indicated below:

Program Manager/System Manager
c/o: Ron Winch
321 W. 8th Street
Georgetown, Texas 78626

RCS Advisory Board
c/o: _____
_____, Texas _____

Williamson County
c/o: Williamson County Judge
301 S.E. Inner Loop, Suite 109
Georgetown, Texas 78626

City of Georgetown:
c/o: Mayor's Office
600 Main Street
Georgetown, Texas 78626

City of Round Rock
c/o: Mayor's Office
221 East Main Street
Round Rock, Texas 78664

City Of Cedar Park
c/o: Mayor's Office
600 North Bell Blvd.
Cedar Park, Texas 78613

City of Hutto
c/o: Mayor's Office
Post Office Box 639
401 West Front Street
Hutto, Texas 78634

With a copy to:

Williamson County ESD #3
c/o: _____
_____, Texas _____

The above addresses for notice may be changed at any time by delivering written notice of change to the Program Manager/Williamson County, the Advisory Board, and to all RCS Parties in accordance with the notice requirements of this Subsection 20.08 and elsewhere in this Agreement.

Subsection 20.09: Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Subsection 20.10: Attorneys Fees. In any lawsuit concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party, plus out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

Subsection 20.11: Compliance with Applicable Laws. All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority. Nothing in this Agreement is intended to conflict with any RCS Party's or Associate's zoning, franchise, or health and safety authority.

Subsection 20.12: Dispute Resolution. Should dispute arise between any parties to this Agreement concerning the terms of this Agreement, the dispute shall be first presented for

resolution to the Advisory Board. If the Advisory Board cannot timely resolve the issue, the Advisory Board shall then recommend that the Program Manager/Williamson County retain a certified mediator to attempt to mediate a resolution to the conflict. Any costs of mediation will be shared equally by parties involved in the dispute subject of the mediation. If a resolution cannot be obtained through such mediation, the parties may then litigate the dispute in a court of competent jurisdiction.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

Subsection 20.13: Abatement of Costs. RCS Parties and Associates shall not be entitled to any damages, nor to any abatement or reduction of its Subscriber Unit Fees for any repairs, alterations, additions or temporary failures of the RCS.

Subsection 20.14: Independent Relationships. The RCS Parties, RCS Associates, Program Manager, System Manager and Williamson County shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

Subsection 20.15: Execution in Multiple Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all RCS Parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.

Subsection 20.16: Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all other oral and/or 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, or its respective officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands on this _____ day of _____, 200__.

WILLIAMSON COUNTY

ATTEST:

By: _____
DAN A. GATTIS,
Williamson County Judge

By: _____
NANCY RISTER,
Williamson County Clerk

CITY OF ROUND ROCK

ATTEST:

By: _____
NYLE MAXWELL, Mayor
Round Rock, Texas

By: _____
SARA WHITE,
City Secretary
Round Rock, Texas

CITY OF GEORGETOWN

ATTEST:

By: _____
GARY NELON, Mayor
Georgetown, Texas

By: _____
SANDRA LEE, City Secretary
Georgetown, Texas

CITY OF CEDAR PARK

ATTEST:

By: _____
BOB LEMON, Mayor
Cedar Park, Texas

By: _____
LeANN QUINN,
City Secretary
Cedar Park, Texas

CITY OF HUTTO

ATTEST:

By: _____
KEN LOVE, Mayor
Hutto, Texas

By: _____
DEBBIE CHELF, City Secretary
Hutto, Texas

WILLIAMSON COUNTY ESD #3

ATTEST:

By: _____
_____, President

_____, Board Secretary
of Williamson County ESD #3

Exhibit A – Williamson County Radio Communications System User Advisory Board Organization

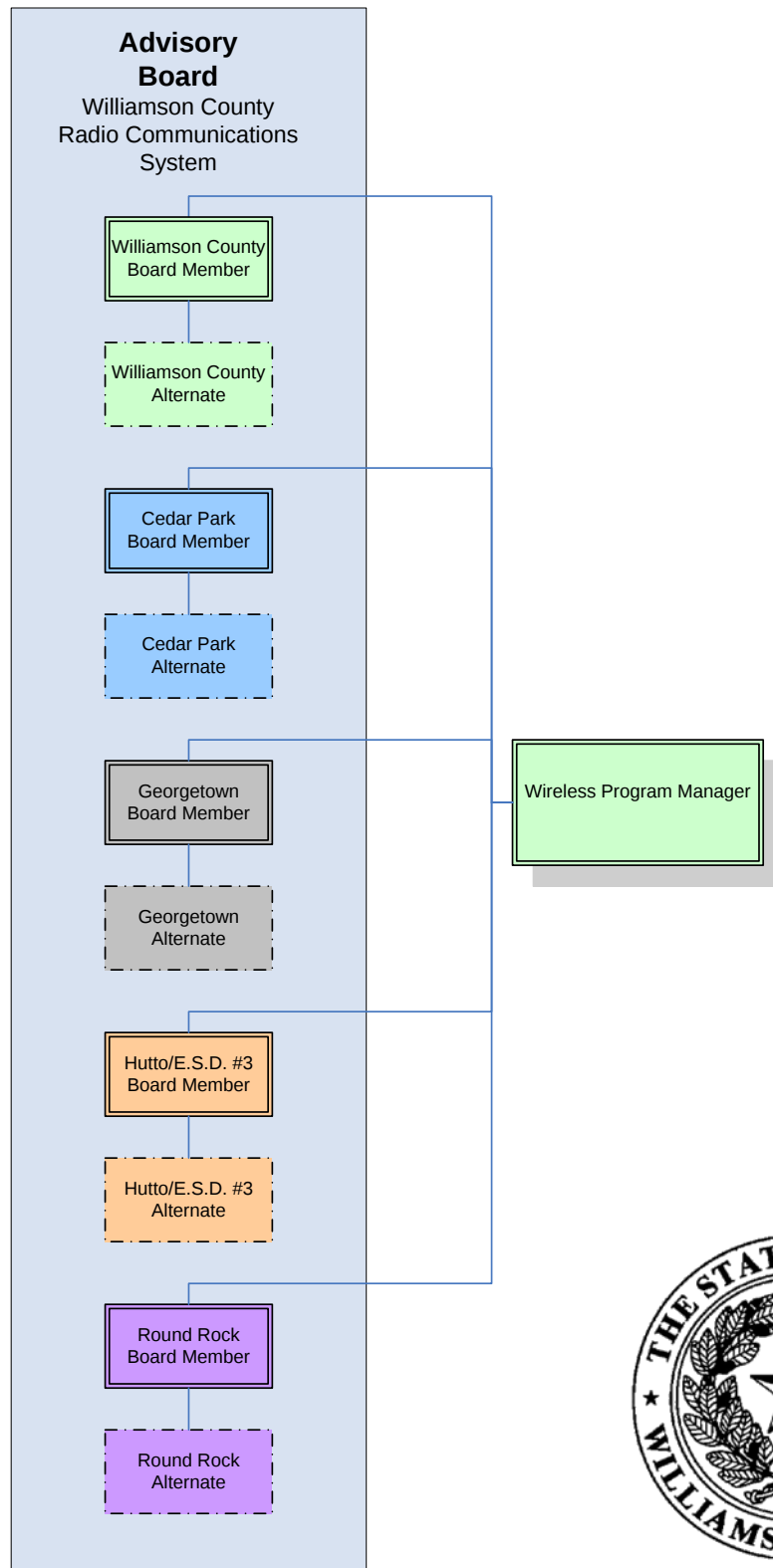


Exhibit B – Initial Service Level Objectives

The Williamson County Radio Communications System (RCS) has been designed and engineered to provide an extremely high level of service to users. System reliability, coverage, availability, implementation, and maintenance will continue to be focused on providing high quality, public safety grade service to all users.

System loading is one key characteristic of measuring a system's effectiveness as well as the need to plan for expansion should loading and traffic patterns suggest that the system infrastructure is approaching a saturation point.

Measurement of loading is done by a Grade of Service, where Grade of Service is the probability of a user being "blocked" or delayed access to a trunked radio channel resource for more than a specified time interval measured. The "Busy Hour" is defined as the hour within a 24 hour period that has the highest average traffic load, averaged over a statistically significant number of days.

Through advance, long-range planning and ongoing assessment of current system loading, forecasted growth in population and radio users, and technological developments, the RCS Program Manager will responsibly and methodically plan for keeping the communications system infrastructure at a level that will continually meet or exceed the reasonably foreseeable demands of the system and the users that it supports.

If the collected traffic data, plotted on a monthly basis, indicates a trend where the GOS exceeds 1% and the queue (wait for a channel grant) time exceeds 1 second over a period of three consecutive months, steps shall be taken to increase capacity once any potential anomalous occurrences or conditions have been examined and explained. Clearly, it is desirable that *no* busy signals will be received by a public safety user at any point, and it is equally clear that no system can be designed that will assure that no busy signal will ever be received during an extraordinary event.

As such, the RCS Program Manager will continuously and proactively monitor system performance, actual measured growth and system demand over time, and anticipated growth in users and population, and all other known factors affecting system loading and performance. This monitoring will be an integral part of system planning, and plans will be in place well in advance of need for system expansion, to allow for orderly funding processes and lead time for development of system expansion, be it for equipment acquisition and construction to any needed land acquisition and development or other factors.

Funding needs and availability will be identified and communicated in a timely manner to allow Williamson County to have adequate time for identifying and securing funding, and to identify any potential funding impacts on RCS Parties and Associates. Additionally, the RCS Program Manager will maintain awareness of obsolescence or dates for manufacturer abandonment of support of infrastructure components and subscriber equipment, and will advise all RCS Parties and Associates of any such dates in order to provide adequate advance notice to RCS Parties and

Associates for anticipated financial obligations on their parts for subscriber equipment or any other user-owned equipment.

Service measurements will continue to be honed through the system life-cycle, based upon recommendations from the Advisory Board to the RCS Program Manager. Ongoing monitoring of system performance measurements and adoption of baseline data will allow the management of system capacity and performance to be defined to a more granular level and more precisely monitored and measured throughout the life of the system.

Worth noting is that Williamson County, as the largest single user of the system and having coverage requirements over the entire county, has a high degree of interest of ensuring that coverage and capacity of the radio system is comprehensive, complete, and adequate at all times.

No unconditional guarantees of operability are implied or provided. Furthermore, no unconditional guarantees of funding availability are implied or can be provided. However, all RCS Parties and Associates agree to make all reasonable efforts to secure and provide funding, as defined elsewhere in the Agreement, consistent with the goals and measurements provide herein.

Exhibit C – System Performance Measurements

The Williamson County Radio Communications System (RCS) will be measured as to effectiveness and capacity on an ongoing basis. Optimal service and capacity levels will continue to be refined through the life of the system, as defined by the RCS Program Manager, based upon his/her expertise and experience, and with the advice and recommendations of the Advisory Board.

Measurement factors will include:

Measured Item	Metric
System busy signals	• Number of busy signals received by hour/day
Subscriber units	• Total number, and number per channel pair
Coverage	• Signal strength measurements • Propagation modeling • Population density overlays
System Loading	• Percentage of time per hour that a radio transmission (base or mobile) is taking place per radio frequency pair • By hour, by day

Other measurements will likely be identified as appropriate throughout the life-cycle of the system, and will be adopted as appropriate by the RCS Program Manager with the advice of the Advisory Board, and refined as appropriate.



City Council Meeting October 14, 2010 Agenda Item Transmittal

Agenda Item #: 9

Agenda Title: Consider approving Resolution R10-18 adopting a Council Relations Policy.

Council Action to be taken: Approve or deny

Initiating Department: City Administration

Staff Contact: Jim D. Dunaway, City Manager

1. INTRODUCTION/PURPOSE

Per the direction of a couple of Councilmembers, staff has attempted to develop a policy that deals with Council relations. Please be advised that this policy will work hand in hand with your existing ethics ordinance. Attached is a final draft that has incorporated all of the changes suggested by Council.

2. DESCRIPTION/ JUSTIFICATION

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends approval of Resolution R10-18 as submitted.

6. REFERENCE FILES

- 9a. [Resolution R10-18](#)
- 9b. [Council Relations Policy](#)
- 9c. [Ethics Ordinance](#)

RESOLUTION R10-18

**A RESOLUTION OF THE CITY OF TAYLOR ADOPTING A
COUNCIL RELATIONS POLICY**

WHEREAS, the Taylor City Council must bear the initial responsibility for the integrity of governance;

WHEREAS, the Council is responsible for its own development, its responsibilities, its own discipline, and its own performance;

WHEREAS, the development of the Council Relations Policy is designed to ensure effective and efficient governance;

WHEREAS, by adopting these guidelines, the Council acknowledges their responsibility to each other, to the City's professional staff, and to the public.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF TAYLOR THAT:**

The City of Taylor Council Relations Policy is adopted to serve as the guidelines to preserve the values and integrity of representative local government and democracy.

PASSED, APPROVED AND ADOPTED THIS THE 14th DAY OF OCTOBER, 2010.

John McDonald, Mayor Pro-tem

ATTEST:

Susan Brock, City Clerk

CITY OF TAYLOR



CITY COUNCIL RELATIONS POLICY

Adopted

By

Resolution R10-8 on October 14, 2010

City of Taylor Council Relations Policy

The City Council for the City of Taylor is dedicated to ethical, efficient and orderly government wherein opportunities must be created to allow citizens to have a say in their representative government. This policy addresses the responsibilities the Council has to provide those openings. The City of Taylor Council Relations Policy is designed to make public meetings and the process of governance run more smoothly.

The integrity of the City of Taylor is built on the interaction between elected officials, City employees, and the citizens. The Council Relations Policy is intended to maintain a high level of integrity by providing a protocol for how Council members treat one another, City staff, constituents, and others they come into contact with in representing the City of Taylor. The Council Relations Policy reflects the intentions of the Taylor City Council in defining the behaviors, manners, and courtesies that are suitable for various occasions.

The constant and consistent theme through all of the conduct guidelines is “respect.” Council members experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the compass that can help guide Council members to do the right thing in even the most difficult situations.

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I. Overview of Roles and Responsibilities

Other resources that are helpful in defining the roles and responsibilities of elected officials can be found in the Taylor City Charter and in the Handbook for Mayors and Council members (Home Rule Cities) published by the Texas Municipal League.

Mayor's Responsibilities

- Acts as the official head of the City for all ceremonial purposes
- Chairs Council meetings
- Recognizes comments from citizens at public meetings
- Calls for special meetings
- Makes judgment calls on proclamations, special presentations, etc.
- Signs documents on behalf of the City
- Works with City Manager to prepare Council agenda
- Serves at the pleasure of the Council

Mayor Pro Tem's Responsibilities

- Serves at the pleasure of the Council
- Performs the duties of Mayor if the Mayor is absent or unable to perform mayoral duties for any reason

Council Members' Responsibilities

All members of the City Council, including those serving as Mayor and Mayor Pro Tem, have equal votes. No Council member has more power than any other Council member, and all should be treated with equal respect.

All Council members should:

- Fully participate in City Council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others.
- Prepare in advance of Council meetings and be familiar with issues on the agenda.
- Represent the City at ceremonial functions at the request of the Mayor.
- Be respectful of other people's time. Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community.
- Inspire public confidence in Taylor government.
- Provide contact information to the City Manager's Office in case an emergency or urgent situation arises while a Council member is out of town.
- Demonstrate honesty and integrity in every action and statement
- Participate in scheduled activities to increase team effectiveness and review Council procedures, such as this Council Relations Policy

Meeting Chair's Responsibilities

The Mayor chairs official meetings of the City Council, unless the Mayor Pro Tem or another Council member is designated as Chair of a specific meeting.

- Maintains order, decorum, and the fair and equitable treatment of all speakers
- Keeps discussion and questions focused on the specific agenda item under consideration

II. Policies and Protocol Related to Conduct

Reflecting Council Opinions Council members should remember they speak only for themselves and not other Council members.

Ceremonial Events

Requests for a City representative at ceremonial events will be handled by City staff. The Mayor will serve as the designated City representative. If the Mayor is unavailable, then City staff will determine if event organizers would like another representative from the Council. If yes, then the Mayor Pro-Tem will serve as a substitute. Invitations received at City Hall are presumed to be for unofficial, personal consideration.

E-Mail Guidelines

E-mail has become a familiar form of communication between the public and its elected officials. It is important to remember that e-mails held by elected officials regarding their position are a form of public record and must be maintained as per the Open Records Act. When a Council member receives a personalized e-mail, the Council member should acknowledge the receipt of the e-mail and concern voiced through a reply e-mail. The response should be polite and careful in regard to any personal opinions expressed on the issue. If a reply is sent, the City Manager and/or City Clerk should be copied if there is any further action and/or official response needed in regard to the e-mail.

Correspondence Signatures

Council members do not need to acknowledge the receipt of correspondence, or copies of correspondence, during Council meetings. City staff will prepare official letters in response to public inquiries and concerns. These letters will carry the signature of the Mayor unless the Mayor requests that they be signed by another Council member or City staff. If correspondence is addressed only to one Council member, that Council member should check with staff on the best way to respond to the sender.

Public Hearing Protocol

The applicant or appellant shall have the right to speak first. The Chair will determine the length of time allowed for this presentation. Speakers representing either pro or con points of view will be allowed to follow. The Chair will determine how much time will be allowed for each speaker, with 3 to 5 minutes the standard time granted. The applicant or appellant ~~will~~ may be allowed to make closing comments. The Chair has the responsibility to run an efficient public meeting and has the discretion to modify the public hearing process in order to make the meeting run smoothly.

Council members will not express opinions during the public hearing portion of the meeting except to ask pertinent questions of the speaker and staff. "I think" and "I feel" comments by Council members are not appropriate until after the close of the public hearing. Council members should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.

Main motions may be followed by amendments, followed by substitute motions. Any Councilmember can call for a point of order. Only Council members who voted on the prevailing side may make motions to reconsider.

Agenda Development Participation

Any Council member can request an item be placed on the agenda for future discussion. The request should be made to the City Manager generally before noon a two weeks before the meeting. The City Manager will discuss the item with the Council member and the Mayor to determine the appropriate placement of the item on the agenda.

III. Council Relations with One Another

Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even as Council members may “agree to disagree” on contentious issues.

IN PUBLIC MEETINGS

Practice civility and decorum in discussions and debate

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Council members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

Honor the role of the Chair in maintaining order

It is the responsibility of the Chair to keep the comments of Council members on track during public meetings. Council members should honor efforts by the Chair to focus discussion on current agenda items. If there is disagreement about the agenda or the Chair’s actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

Avoid personal comments that could offend other Council members If a Council member is personally offended by the remarks of another Council member, the offended Council member should make notes of the actual words used and call for a “point of personal privilege” that challenges the other Council member to justify or apologize for the language used. The Chair will maintain control of this discussion.

Demonstrate effective problem-solving approaches Council members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

IN PRIVATE ENCOUNTERS

Continue respectful behavior in private

The same level of respect and consideration of differing points of view deemed appropriate for public discussions should be maintained in private conversations.

Be aware of the insecurity of written notes, voicemail messages, and e-mail

Technology allows words written or said without much forethought to be distributed wide and far. Council members should take into consideration that anything sent out via fax, voicemail, e-mails, or correspondence could be distributed to the media and citizens. Written notes, voicemail messages and e-mail should be treated as potentially “public” communication.

Even private conversations can have a public presence

Elected officials are always on display – their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

IV. Council Relations with City Staff

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff who implements and administers the Council's policies. Woodrow Wilson called this the politics-administration dichotomy, but governance of a municipality is in reality a team effort. Cooperation and mutual respect are essential from each individual for the good of the community.

Treat all staff as professionals

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

Limit contact to specific City staff

Questions of City staff and/or requests for additional background information should be directed only to the City Manager, City Attorney, City Clerk or Department Directors. The City Manager's Office should be copied on any request, except those to the City Attorney.

Requests for follow-up or directions to staff should be made only through the City Manager or the City Attorney when appropriate. When in doubt about what staff contact is appropriate, Council members should ask the City Manager for assistance. Materials supplied to a Council member in response to a request will be made available to all members of the Council so that all have equal access to information.

The Council should not entertain or respond to any staff complaints. Any discussions of this nature should be referred directly to the City Manager. The Council should never speak critically to a member of City staff about other City staff, other Council members, and/or Council decisions.

Do not disrupt City staff from their jobs

Council members should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met.

Never publicly criticize an individual employee

Council should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation.

Do not get involved in administrative functions

Council members must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, or granting of City licenses and permits. The Taylor City Charter also addresses the role of the City Council in regard to administrative functions.

Check with City staff on correspondence before taking action

Before sending correspondence, Council members should check with City staff to see if an official City response has already been sent or is in progress.

Be selective and careful attending meetings with City staff unless requested by staff

Even if the Council member does not say anything, the Council member's presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively. This policy does not apply to social functions, such as conferences, etc.

Do not solicit political support from staff

Council members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

V. Council Relations with Citizens

IN PUBLIC MEETINGS

The Taylor City Council welcomes requests, suggestions, and viewpoints of residents of the City and considers the responsible presentation of these viewpoints as vital to effective municipal government. Council members also recognize their responsibility for proper governance and the need to conduct its business in an orderly and effective manner. The Council therefore establishes the following procedures to receive citizen input during public meetings.

1. Amount of time allocated

The Mayor will be responsible for recognizing any speakers, maintaining proper order, and adhering to any time limit set. Ordinarily, each speaker shall be afforded three minutes in which to make their presentation to the Council. Groups of citizens who wish to be heard on the same topic should designate a spokesperson when requested to do so by the Mayor.

2. Protocol for addressing the City Council

There shall be a time designated for the City Council to hear from the public at the beginning of City Council meetings held at City Hall. The Mayor has the right to limit the number of speakers, as well as the amount of presentation time allocated to each speaker. If there are a large number of speakers wanting to address an issue, the Mayor may request or designate a spokesperson for groups wanting to speak with the Council.

If an item on the Council agenda for that meeting provides for a public hearing, the person wishing to make comments on that item shall speak at the time of the public hearing. (See Public Hearing Protocol under Policies and Protocol Relating to Conduct)

Requests to be heard regarding an item(s) on the regular agenda that does not have a public hearing should be made to the City Clerk prior to the start of the meeting. A "request to speak" form, provided by the City, requesting to be heard regarding a specific agenda item(s) shall contain the citizen's name, address, telephone number, and subject agenda item(s) number, which the speaker wishes to address. The form can be picked up at City Hall or in the Council Chambers, and must be turned in to the City Clerk prior to the item being addressed.

Speakers shall address the Council from the podium where a microphone insures that the audience can hear the speaker and a record of all comments may be made. If a speaker asks a question during the time designated for public comment under this policy, it will be not be answered at this time but may be answered during the agenda item. Any comment or discussion by any Council member about the subject of the inquiry shall only be made at the time the subject is scheduled for consideration on the Council agenda (Government Code 551.042).

3. Protocol for dealing with requests made by citizens

Citizens with specific requests should first discuss them with the City Manager or City staff. The Council will consider requests that remain unresolved after being addressed through proper administration channels. Citizens who have not attempted to resolve situations at lower levels will be directed to the City Manager.

4. Protocol regarding complaints against City personnel

Negative comments regarding City personnel by name or title may not be made in open session (due to confidentiality provisions contained in the Texas Public Information Act and other state and federal laws). Specific complaints regarding municipal employees may be taken up with the employee's supervisor or City Manager.

Disruption of meetings by word or actions of any person may result in removal from the meeting by law enforcement officials.

IN UNOFFICIAL SETTINGS

Make no promises on behalf of the Council

Council members will frequently be asked to explain a Council action or give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise City staff will do something specific (fix a pothole, plant new flowers in the median, etc.).

Make no personal comments about other Council members

It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Council members, their opinions and actions.

Remember that Taylor is a small town

Council members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper behavior in the City of Taylor. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by Council members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

VI. Council Relations with Other Public Agencies

Be clear about representing the City or personal interests

If a Council member appears before another governmental agency or organization to give a statement on an issue, the Council member must clearly state: 1) if his or her statement reflects personal opinion or is the official stance of the City; 2) whether this is the majority or minority opinion of the Council.

If the Council member is representing the City, the Council member must support and advocate the official City position on an issue, not a personal viewpoint.

If the Council member is representing another organization whose position is different from the City, the Council member should withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest. Council members should be clear about which organizations they represent and inform the Mayor and Council of their involvement.

Correspondence also should be equally clear about representation

City letterhead may be used when the Council member is representing the City and the City's official position. A copy of official correspondence should be given to the City Clerk to be filed as part of the permanent public record.

City letterhead will not be used for correspondence of Council members representing a personal point of view, or a dissenting point of view from an official Council position.

VII. Council Relations with Boards and Commissions

The City has established several boards and commissions as a means of gathering more community input. Citizens who serve on boards and commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

If attending a board or commission meeting, be careful to only express personal opinions

Council members may attend any board or commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer – could be viewed as unfairly affecting the process. Any public comments by a Council member at a board or commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

Limit contact with board and commission members to questions of clarification

It is inappropriate for a Council member to contact a board or commission member to lobby on behalf of an individual, business, or developer. It is acceptable for Council members to contact board or commission members in order to clarify a position taken by the board or commission.

Remember that boards and commissions serve the community, not individual Council members

The City Council appoints individuals to serve on boards and commissions, and it is the responsibility of boards and commissions to follow policy established by the Council. But board and commission members do not report to individual Council members, nor should Council members feel they have the power or right to threaten board and commission members with removal if they disagree about an issue. Appointment and re-appointment to a board or commission should be based on such criteria as expertise, attendance records, ability to work with staff and the public, and commitment to fulfilling official duties. A board or commission appointment should not be used as a political "reward."

Be respectful of diverse opinions

A primary role of boards and commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council members may have a closer working relationship with some individuals serving on boards and commissions, but must be fair and respectful of all citizens serving on boards and commissions.

Keep political support away from public forums

Board and commission members may offer political support to a Council member, but not in a public forum while conducting official duties. Conversely, Council members may support board and commission members who are running for office, but not in an official forum in their capacity as a Council member.

Inappropriate behavior can lead to removal

Inappropriate behavior by a board or commission member should be noted to the Mayor, and the Mayor should counsel the offending member. If inappropriate behavior continues, the Mayor should bring the situation to the attention of the Council and the individual is subject to removal from the board or commission.

VIII. Council Relations with the Media

The media (newspapers, radio, television, etc.) frequently contacts Council members for information and quotes.

The best advice for dealing with the media is to never go “off the record”

Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted. Council members should not feel obligated to speak to the media. “No comment” can be an acceptable response.

The Public Information Officer is the official spokesperson for the representative on City positions

The Public Information Officer, appointed by the City Manager is the designated representative to present and speak on the official City position. If the media contacts an individual Council member, the Council member should be clear about whether their comments represent the official City position or a personal viewpoint. Council members are encouraged to refer media contacts to the Public Information Officer.

All City press releases should go through the Public Information Officer’s Office for distribution

The Public Information Officer’s Office maintains up-to-date contact information for all local media outlets that cover Taylor. In order to insure that all media outlets are treated fairly, news releases should be submitted to the PIO’s Office for review and distribution coordination. Some items may be best handled as a “media advisory” or a feature story suggestion. Other items may be best handled as correspondence to a particular group.

Choose words carefully and cautiously

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

Remember the media lives by a tight deadline

Because of the daily demands of the media business, deadlines are one of the most important factors for members of the media in determining what stories will be run. Because of these deadlines, it is essential for Council members to quickly reply to members of the media when they call for information on a story.

IX. Sanctions

Public Disruption

Members of the public who do not follow proper conduct after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Council Chambers.

Inappropriate Staff Behavior

Council members should refer to the City Manager any City staff that does not follow proper conduct in their dealings with Council members, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions. Please refer to the section on Council Relations with City Staff for more details on interaction with City staff.

Council Members Behavior and Conduct

City Council members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the City of Taylor and with inter-government agencies). Serious infractions of the Council Relations Policy could lead to other sanctions as deemed appropriate by Council.

Council members should point out the offending Councilmember infractions of the Council Relations Policy. If the offenses continue, then the matter should be referred to the Mayor, City Manager, and/or City Attorney in private. It is the responsibility of the City Manager and/or City Attorney to speak with the offending Council member in private about the offenses.

It is the responsibility of the City Manager and/or City Attorney to inform Council members of the repeated infractions and initiate action if a Council member's behavior may warrant sanction.

X. Principles of Proper Conduct

Proper conduct IS...

- Keeping promises
- Being dependable
- Building a solid reputation
- Participating and being available
- Demonstrating patience
- Showing empathy
- Holding onto ethical principles under stress
- Listening attentively
- Studying thoroughly
- Keeping integrity intact
- Overcoming discouragement
- Going above and beyond, time and time again
- Modeling a professional manner

Proper conduct IS NOT...

- Showing antagonism or hostility
- Deliberately lying or misleading
- Speaking recklessly
- Spreading rumors
- Stirring up bad feelings, divisiveness
- Acting in a self-righteous manner
- Any conduct which could bring disrespect and tarnish the reputation of the Council, their office or the City

It all comes down to respect

Respect for one another as individuals ... respect for the validity of different opinions ... respect for the democratic process ... respect for the community that we serve.

XI. Glossary of Terms

Attitude: The manner in which one shows one's dispositions, opinions, and feelings.

Behavior: External appearance or action; manner of behaving; carriage of oneself.

Civility: Politeness, consideration, courtesy.

Conduct: The way one acts; personal behavior.

Courtesy: Politeness connected with kindness.

Decorum: Suitable, proper, good taste in behavior.

Manners: A way of acting; a style, method, or form; the way in which things are done.

Point of Order: An interruption of a meeting to question whether rules or bylaws are being broken, such as the speaker has strayed from the motion currently under consideration.

Point of Personal Privilege: A challenge to a speaker to defend or apologize for comments that a fellow Councilmember considers offensive.

Propriety: Conforming to acceptable standards of behavior.

Protocol: The courtesies that are established as proper and correct.

Respect: The act of noticing with attention; holding in esteem, courteous regard.

ORDINANCE NO. 99-17

AN ORDINANCE OF THE CITY COMMISSION OF
THE CITY OF TAYLOR, TEXAS, ESTABLISHING
A CODE OF ETHICS; PROVIDING A
SEVERABILITY CLAUSE; PROVIDING A SAVINGS
CLAUSE; AND PROVIDING A PENALTY CLAUSE.

WHEREAS, the City Commission shall faithfully discharge all duties imposed upon it by the City Charter and the Constitution and laws of the State of Texas, independently and impartially deciding all matters brought before it with responsibility to the citizens of the City of Taylor, Texas; and

WHEREAS, the City Commission is the governing body for the City of Taylor, Texas, and must bear responsibility for the integrity of governance; and

WHEREAS, the City Commission shall govern the City with a commitment to preserving the values and integrity of representative local government and democracy; and

WHEREAS, the City Commission will seek to improve the quality and image of public service; and

WHEREAS, the City Commission will commit to improving the quality of life for the individual and the community by being dedicated to the faithful stewardship of the public trust.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAYLOR, TEXAS:

Section 1.

The facts contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 2. DEFINITIONS

For the purposes of this Ordinance:

1. "Benefit" means anything reasonably regarded as economic gain or economic advantage, including benefit

to any other person in whose welfare the beneficiary is interested, but does not include a contribution to expenditure made and reported in accordance with law.

2. "Board" means a board, commission, or committee:
 - A. which is established by City ordinance, charter, interlocal contract, or state law, or
 - B. which serves as the board of a nonprofit development corporation that acts as an instrumentality of the City; and
 - C. any part of whose membership is appointed by the City Commission, but does not include a board, commission, or committee which is the governing body of a separate political subdivision of the state.
3. "Employee" means a person employed and paid a salary by the City whether under civil service or not, including those individuals on a part-time basis, but does not include an independent contractor or City Commissioner.
4. "Negotiating concerning prospective employment" means a discussion between a City officer or employee and another employer concerning the possibility of the City officer or employee considering or accepting employment with the employer, in which discussion the City officer or employee responds in a positive way.
5. "Officer" means a member of the City Commission and any member of a board who is appointed by the City Commission. "Officer" does not include a member of a board:
 - A. that functions only in an advisory or study capacity and which does not have the power to make findings as to the rights of specific parties; or
 - B. of a nonprofit development corporation that acts as an instrumentality of the City.

Section 3. POLICY

(a) It is hereby declared to be the policy of the City that the proper operation of democratic government requires that:

1. public officials and employees be independent, impartial and responsible only to the people of the City;

2. governmental decisions and policy be made using the proper procedures of the governmental structure;
3. no officer or employee have any financial interest, direct or indirect, or engage in any business, transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of his duties in the public interest;
4. public office not be used for personal gain; and
5. the City Commission at all times be maintained as a nonpartisan body.

(b) To implement this Ordinance, the City Commission has determined that it is advisable to enact this Code of Ethics for all officials and employees, whether elected or appointed, paid or unpaid, advisory or administrative, to serve not only as a guide for official conduct of the City's public servants, but also as a basis for discipline for those who refuse to abide by its terms.

(c) Notwithstanding any other provision of this Ordinance, a member of the board of directors of a reinvestment zone established under the Tax Increment Financing Act, as amended, may:

1. own property within that reinvestment zone; and
2. participate in discussions and voting on matters before the board of directors that may directly or indirectly affect the member's property within the reinvestment zone.

SECTION 4. STANDARDS OF CONDUCT

- (a) An officer or employee of the City shall not:
1. Accept or solicit a benefit that might reasonable tend to influence the officer or employee in the discharge of his official duties.
 2. Use his official position to secure special privilege or exemptions for himself or others.
 3. Grant any special consideration, treatment or advantage to a person or organization beyond that which is available to every other person or organization. This shall not prohibit the

granting of fringe benefits to City employees a part of their contract of employment or as an added incentive to the securing or retaining of employees.

4. Disclose information that could adversely affect the property of affairs of the City, or directly or indirectly, use any information understood to be confidential which was gained by reason of his official position or employment for his own personal gain or benefit or for the private interest of others.
5. Transact any business on behalf of the City in his official capacity with any business entity with which he is an officer, agent or member or in which he has a financial interest. In the event that such a circumstance should arise, then he shall make known his interest, and:
 - A. in the case of an officer, leave the room during debate or hearing, refrain from discussing the matter at any time with the members of the body of which he is a member or any other body which will consider the matter and abstain from voting on the matter; or
 - B. in the case of an employee, turn the matter over to his superior for reassignment, state the reasons for doing so and have nothing further to do with the matter involved.
6. Personally provide services for compensation, directly or indirectly, to a person or organization who is requesting an approval, investigation, or determination from the body or department of which the officer or employee is a member. This restriction does not apply to outside employment of an officer if the employment is the officer's primary source of income.
7. Accept other employment or engage in outside activities incompatible with the full and proper discharge of his duties and responsibilities with the City, or which might impair his independent judgment in the performance of his public duty.
8. Personally participate in a decision, approval, disapproval, recommendation, investigation, or rendering of advice in a proceeding, application, request for ruling or determination, contract, claim, or other matter under the jurisdiction of the City, if the officer or employee is

negotiating or has an arrangement concerning prospective employment with a person or organization which has a financial interest in the matter, and, in the case of an employee, it has been determined by the City Manager that a conflict of interest exists. If an officer or employee begins negotiation or enters an arrangement concerning prospective employment with a person or organization that has a financial interest in a matter in which the officer or employee has been participating, the officer or employee shall:

- A. in the case of an employee, immediately notify the official responsible for appointment to his position of the nature of the negotiation or arrangement and, if the City Manager determines that a conflict of interest exists, follow the instructions of the City Manager with regard to further involvement in the matter; or
 - B. in the case of a board member, immediately notify the board of which he is a member the nature of the negotiation or arrangement and:
 - i. refrain from discussing the matter at any time with other board members or members of the City Commission if the City Commission will also consider the matter;
 - ii. leave the room during debate hearing on the matter; and
 - iii. abstain from voting on the matter; or
 - C. in the case of a member of the City Commission, file an affidavit with the City Clerk regarding the nature of the negotiation or arrangement and:
 - i. refrain from discussing the matter at any time with other Commissioners or members of a board that will consider the matter;
 - ii. leave the room during debate or hearing on the matter; and
 - iii. abstain from voting on the matter.
9. Receive any fee or compensation for his services as an officer or employee of the City from any

source other than the City, except as may be otherwise provided by law. This shall not prohibit his performing the same or other services for a public or private organization that he performs for the City if there is no conflict with his City duties and responsibilities.

10. (a) In the case of a member of the City Commission or an employee, personally represent, or appear in behalf of, the private interest of others:

- i. before the City Commission or any City board or department;
- ii. in any proceeding involving the City; or
- iii. in any litigation to which the City is a party.

(b) In the case of a board member, personally represent or appear in behalf of, the private interests of others:

- i. before the board of which he is a member;
- ii. before the City Commission.
- iii. before a board which has appellate jurisdiction over the board of which he is a member; or
- iv. in litigation or a claim to which the City or an employee of the City is a party if the interests of the person being represented are adverse to the City or an employee of the City and the subject of the litigation or claim involves the board on which the board member is serving or the department providing support services to that board.

11. Use the prestige of his position with the City in behalf of any political party.

12. Knowingly perform or refuse to perform any act in order to deliberately thwart the execution of the City ordinances, rules or regulations or the achievement of official City programs.

13. Use City supplies, equipment or facilities for any purpose other than the conduct of official City business.

14. Engage in any dishonest or criminal act or any other conduct prejudicial to the government of the City or that reflects discredit upon the government of the City.

(b) The restrictions in this Section do not apply to business associates of officers or employees, but only personally to the officers and employees themselves.

(c) The restrictions and requirements of Subsection (a)(5) of this Section do not apply to an officer or employee of the City serving as a member of any board, commission, or other entity when transacting business on behalf of the City in an official capacity with that board, commission, or entity, if the officer or employee:

1. was appointed by the Chairman, City Commission, or City Manager to represent the City on the board, commission, or entity; and
2. has no financial interest in the board, commission, or entity or in the business being transacted.

SECTION 5. FINANCIAL INTERESTS

Any officer, whether elected or appointed, who has a financial interest in any matter that is pending before, or that might be considered by, the body of which the officer is a member shall:

1. disclose such interest to the other members of the body;
2. refrain from discussing the matter at any time with any other member of the body of which the officer is a member or with a member of any other body that might consider the matter;
3. leave the room during debate or hearing; and
4. refrain from voting on the matter.

SECTION 6. POLITICAL ACTIVITIES OF OFFICERS

(a) In elections other than for City Commission of the City, a member of the City Commission may not:

1. use the prestige of the member's position with the City on behalf of a candidate;
2. solicit or receive contributions; or
3. serve as the designated campaign treasurer for a candidate as required by Chapter 14, Texas Election Code.

(b) In any election, a member of a City board, commission, or committee, whether governmental or advisory, may not:

1. use the prestige of the member's position with the City on behalf of a candidate;
2. serve as the designated campaign treasurer for a candidate as required by Chapter 14, Texas Election Code.
3. personally solicit or receive contributions for a candidate. A member, however, is not prohibited from serving on a steering committee to plan a program of solicitation and listing the member's name without reference to the office held when the committee as a whole is listed.

(c) Subsections (a)(1) and (b)(1) do not prohibit a member of the City Commission or of a board from lending the member's name in support of a candidate so long as the office held with the City is not mentioned in connection with the endorsement.

SECTION 7. ADDITIONAL EMPLOYMENT

An employee of the City may accept employment from a public utility corporation enjoying the grant of a franchise, privilege, or easement from the City if:

1. the employee is to perform the duties of a security guard for the public utility corporation;
2. the employment is approved by the employee's department head; and
3. the employment does not conflict with his duties as an employee of the City.

SECTION 8. RESTRICTIONS ON CONTRACTING WITH THE CITY OR PROVIDING REPRESENTATION OF OTHERS

(a) An officer or employee in a position that involves significant reporting, decision-making, advisory, or supervisory responsibility who leaves the service or employment of the City may not, within 12 months after leaving that service or employment, represent any other person or organization in any formal or informal appearance:

1. before the City concerning a project for which the person had responsibility as a City officer or employee; or
2. before any other agency on a project for which the person had responsibility as an officer or employee.

(b) A former officer or employee who is subject to the requirements of Subsection (a) shall, during the 24 months after leaving the service or employment of the City, disclose the officer or employee's previous position and responsibilities with the City when representing any other person or organization in any formal or informal appearance before a City agency.

(c) A member of the City Commission or an employee may not, within 12 months after leaving the service or employment of the City, either individually or as the officer or principal of a private business entity:

1. submit a proposal, on behalf of the member or employee or on behalf of a private business entity, to make any City contract that is not required by state law to be competitively bid;
2. negotiate or enter into any City contract that is not required by state law to be competitively bid; or
3. have or acquire any financial interest, direct or indirect, in any City contract that is not required by state law to be competitively bid.

SECTION 9. LIMITATIONS ON EMPLOYEE POLITICAL ACTIVITY AND ON THE HOLDING OF ELECTIVE PUBLIC OFFICE BY AN EMPLOYEE

(a) An employee of the City immediately forfeits employment with the City if:

1. the employee becomes a candidate for election to the Taylor City Commission;
2. the employee becomes a candidate for nomination or election in a partisan election for public office within Williamson County or in a partisan election for a public office, the constituency of which includes all or part of Williamson County;
3. the employee becomes a candidate for nomination or election to an elective public office where the holding of that office will conflict with the full and proper discharge of the employee's duties with the City; or
4. a managerial or supervisory exempt City employee becomes a candidate for nomination or election to an elective public office of an entity having contractual relations with the City that involve the employee's department.

SECTION 10. PENALTY FOR VIOLATION OF ARTICLE; APPEALS

(a) The failure of any officer or employee to comply with this Ordinance or the violation of one or more of the standards of conduct set forth in this Ordinance, which apply to him, shall constitute grounds for all legal remedies provided by law which may include, if permissible, expulsion, reprimand, censure, removal from office, or discharge. In the case of a City Commissioner, the matter shall be decided by a vote of two-thirds of the entire membership of the City Commission.

(b) The Commission hereby adopts the following procedures to implement a Censure Policy:

1. Two or more City Commissioners may file a written notice of censure against another City Commissioners with the City Clerk. The written notice shall set forth the allegation(s) of conduct which the accused Commissioner shall have allegedly violated. A copy shall be delivered to all Commissioners. A written response to the allegation(s) may be filed by the accused Commissioner ten (10) days after receipt thereof. A copy of the notice of censure and response thereto shall be delivered to each Commissioner within two (2) days after the response is filed.

2. On the first regularly called meeting of the Commission, which complies with the Texas Open Meetings Act, after the filing of the notice and response, the City Clerk shall formally read the notice and response into the public record. The Commission, by majority vote, shall thereafter determine whether or not good cause shall exist to set a formal hearing on the merits of the notice of censure or dismiss the allegation(s). If it is determined, based upon the merits, a public hearing is required, a public hearing shall be set on the allegation(s) by the Commission. A vote to hold a public hearing shall not be constructed to be a vote of censure.
3. At a public hearing, the accused City Commissioner has the right to be represented by legal counsel and present witnesses relative to the allegation(s).
4. A public hearing on the allegation(s) and response shall be held at either a regular or special called meeting of the City Commission, which shall be open to the public.
5. At a public hearing, the City Commission will hear evidence concerning the notice of censure. The City Commissioners proffering the charges shall present evidence in support of the allegation(s) contained in the notice of censure. The Commissioner who is the subject of the censure shall have the opportunity to present evidence to support his or her position with respect to the notice of censure. After receiving evidence at an open public meeting, the City Commission shall then take a roll-call vote, after motion duly made and seconded, two-thirds of all members of the City Commission shall be required to sustain the censure of the Commissioner.

(c) In the case of an employee of the City, disciplinary action and appeals therefrom shall be in conformance with procedures established by the City Charter and personnel rules and regulations.

(d) In the case of members of boards or committees, the matters shall be decided by a majority vote of the City Commission.

(e) The decision of the bodies authorized to hear violations shall be final in the absence of bias, prejudice or fraud.

Section 11. SEVERABILITY CLAUSE

If any provision of this Ordinance or its application to any person or circumstances is held invalid for any reason, the invalidity does not affect any other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this extent the provisions of this Ordinance are declared to be severable.

Section 12. SAVINGS CLAUSE

An offense committed before the effective date of this Ordinance is governed by the prior law in effect when the offense was committed and the former law is continued in effect for this purpose.

Section 13. REPEALING CLAUSE

All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

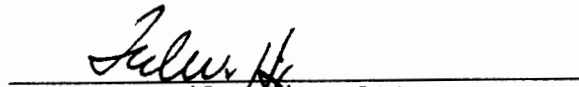
INTRODUCED, PASSED, APPROVED and ADOPTED on the first reading this the 24 day of August, 1999.


Calvin Janak, Chairman
Board of Commissioners

ATTEST:

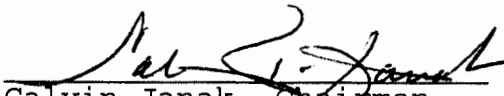

Barbara S. Belz, City Clerk

APPROVED AS TO FORM:

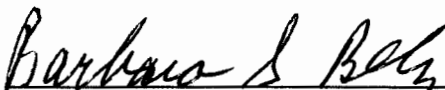

Ted W. Hejl, City Attorney

* * *

PASSED, APPROVED and ADOPTED on the second reading this
the 30 day of August, 1999.


Calvin Janak, Chairman
Board of Commissioners

ATTEST:


Barbara S. Belz, City Clerk

APPROVED AS TO FORM:

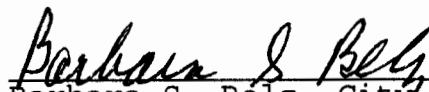

Ted W. Hejl, City Attorney

* * *

PASSED, APPROVED and ADOPTED on third and final reading
this the 31 day of August, 1999.


Calvin Janak, Chairman
Board of Commissioners

ATTEST:


Barbara S. Belz, City Clerk

APPROVED AS TO FORM:


Ted W. Hejl, City Attorney

CERTIFICATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Barbara S. Belz, being the current City Clerk of the City of Taylor, Texas, do hereby certify that the attached is a true and correct copy of Ordinance No. 99-17, passed and approved by the City Commission of the City of Taylor, Texas, on the 31 day of August, 1999, and such Ordinance was duly introduced, passed, approved and adopted at meetings open to the public and notices of the meetings, giving the dates, places, and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this 31 day of August, 1999.



Barbara S. Belz
City Clerk



City Council Meeting October 14, 2010 Agenda Item Transmittal

Agenda Item #: 10
Agenda Title: Consider appointing two members to the Airport Advisory Board.

Council Action to be taken: Approve, deny or table

Initiating Department: Public Works/Community Department

Staff Contact: Bob vanTil, Director of Community Development

1. INTRODUCTION/PURPOSE

Staff requests that the Council consider appointing two members to the Airport Advisory Board.

2. DESCRIPTION/ JUSTIFICATION

The Airport Advisory Board was created in 2000 and the number of members increased to seven in July of 2009. Members are appointed by the Council for three year terms.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

There are two vacancies. One expires in January, 2012 and the other in November of this year. We recommend the appointment that is currently set to expire in November be extended until January, 2014.

5. RECOMMENDATION

The Airport Advisory Board recommended during their regular meeting on September 23rd that the Council appoint Mr. Tracy Qualls and Mr. Darrell Reiley to the Board.

6. REFERENCE FILES

- 10a. [Current Board Roster](#)
- 10b. [Applications Received](#)

BOARD	TERM (Yrs)	MEMBER	APPOINTED	EXPIRES
Airport	3	Vacant		11-2010
	3	Vacant		1-2012
	3	Efrain Lopez 513 Susana Drive Georgetown, TX 78628 (O) 512-352-9000 (H) 512-836-2683 (C) 512-925-4114 eclopez@georgetowninstruments.com	12-2007	11-2010
	3	Dayton Dabbs 3107 Davis Street Taylor, TX 76574 (H) 512-750-0332 flyingaggie@gmail.com	10-2009	1-2012
	3	Bert Brundage 303 Cherrywood Circle (H) 365-8481 (O) 365-8984 (Fax) 365-8984	10-2009	1-2012
	3	Cheryl Frederick 50 CR406 Taylor, TX 76574 (H) 352-2765 (C) 512-415-5452 caf@us.ibm.com	8-2009	1-2012
	3	Thomas C. Mowdy, Jr. 1805 Carey Ave Taylor, TX 76574 (C) 565-1035 N4729L@yahoo.com	8-2009	1-2012

**CITY OF TAYLOR****APPLICATION FOR CITY BOARDS/COMMISSIONS**

The City Council invites interested citizens to serve on a city board or commission. This is an excellent opportunity to get involved and make a difference in your community.

PLEASE TYPE OR PRINT CLEARLY:

Name: DARRELL REILEY
Address (Residence and mailing) 2313 LOGAN DRIVE
ROUND ROCK, TEXAS 78664-7703
Phone: (Home) 512-246-9900 (Work) 512-563-6000
Fax: 512-246-7000 E-Mail: DARRELL REILEY@ATT.NET
Board(s) or Commission you are applying for AIRPORT BOARD

List experience, training, skills or interests which you believe you could bring to this position. Also, list any other city boards or committees you have served on. (A person may not be appointed by the City Council to serve on more than one board or commission simultaneously.) If more than one, please list in order of priority for which you wish to be considered.

Real Estate Sales, leasing and commercial sales/development in Williamson County; Sole Proprietor and Business owner/operator since 1984; Aircraft builder and pilot since 1992; Tenant of Taylor Municipal Airport since October 2003 in both a tie down position and for the last 2 ½ years in Hangar C-10; Strong communication skills, well rounded general business knowledge and a diversified computer knowledge skill set.

APPLICANT MUST BE A LEGAL RESIDENT* OF THE UNITED STATES AND A VOTING RESIDENT OF THE CITY OF TAYLOR. (The voting residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC**.)

*Effective 1-27-04; **TEDC 4-21-05

Signature

Date

6/1/09

Please complete and return to:

City Clerk, City of Taylor
400 Porter St.
Taylor, Texas 76574
(512) 352-3676 or (Fax) (512) 352-8255
susan.brock@ci.taylor.tx.us



City of Taylor
Boards and Committee
Application

PLEASE TYPE OR PRINT CLEARLY:

Name	TRACY A. QUALLS	Occupation	PILOT
Address (Residence and Mailing)	2109 E. 4 th ST. TAYLOR, TX. 76574	Employer	DELTA AIR LINES
How long at this residence?	2 yrs.	Address	HARTSFIELD INTL AIRPORT
Phone (Home)	352-5447	City	ATLANTA, GA.
Cell Phone	825-1878	Work Phone	
Fax	352-5447 (call first)	Business owner?	☐ Yes ☐ No
Email	TQUALLS1@AUSTIN.RR.COM	Additional information?	

A list of Boards and Commissions and their meeting dates and times is included on the reverse of this form. Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.ci.taylor.tx.us> for a complete roster of committee appointees. Remember, if appointed, your attendance at the meetings and a commitment to serve are critical to getting things accomplished.

List the Board or Commission you are applying for and why? AIRPORT BOARD.
WAS ASKED TO HELP OUT. BACKGROUND IN AVIATION
(MILITARY + CIVILIAN COMMERCIAL)

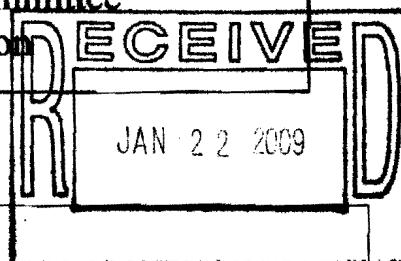
List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.) 20+ years MILITARY + COMMERCIAL
AIRCRAFT FLYING EXPERIENCE. BUSINESS DEGREE
(WEST TEXAS A+M UNIV, CANYON, TX.) AVIATION SAFETY OFFICER
(USN)

APPLICANT MUST BE A LEGAL RESIDENT* OF THE UNITED STATES AND A VOTING RESIDENT OF THE CITY OF TAYLOR. (The voting residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC**.) *Effective 1-27-04; **TEDC 4-21-05

Signature Tracy A. Qualls Date 12-05-07



City of Taylor
Boards and Committee
Application



PLEASE TYPE OR PRINT CLEARLY:

Name MARK A. WENTZ
 Address (Residence and Mailing)
19403 Sunken Creek Dr
Pflugerville TX 78660
 How long at this residence? 9 MONTHS
 Phone (Home) _____
 Cell Phone 512-919-0897
 Fax 512-352-2606
 Email MWENTZ@ALSAVIONICS.NET

Occupation _____
 Employer ALS Avionics
 Address 209 Airport Rd
 City Taylor TX 76574
 Work Phone 512-352-6525
 Business owner? ☐ Yes ☒ No
 Additional information?
General Manager ALS

A list of Boards and Commissions and their meeting dates and times is included on the back of this form. Please consider attending a committee meeting of interest to you prior to submitting your application. Check the website at <http://www.ci.taylor.tx.us> for a complete roster of committee appointees.

List the Board or Commission you are applying for:

Airport Board

List experience, training, skills or interests which you believe you could bring to this position. (Attach resume or additional pages if needed.)

I AM RESPONSIBLE FOR ALL OF
THE WORK PERFORMED AT ALS AVIONICS, I HAVE OVER
22 YEAR EXP. IN THIS INDUSTRY.

APPLICANTS FOR ZONING BOARD OF ADJUSTMENTS, PLANNING AND ZONING, BUILDING AND STANDARDS COMMISSION, AND PARKS AND RECREATION BOARD MUST BE A LEGAL RESIDENT OF THE UNITED STATES AND A VOTING RESIDENT WHO LIVES AND RESIDES* IN THE CITY OF TAYLOR. (*Effective 12/16/08. Residency requirement does not apply to the Moody Museum Board, Library Board, Main Street Advisory Board, Airport Board, or the TEDC. Change in residency status during term can result in termination of appointment.)

I hereby swear and affirm that the information provided above is true and correct

Signature

[Signature]

Date



City Council Meeting October 14, 2010 Agenda Item Transmittal

Agenda Item #: 11
Agenda Title: Executive Session. (Economic Development)
Council Action to be taken: Adjourn into Closed session.
Initiating Department: City Administration
Staff Contact: Jim D. Dunaway, City Manager

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/ JUSTIFICATION

The Taylor City Council will conduct a closed meeting under Section 551.087 of the Texas Government Code which allows such a closed meeting and which Rules conflict with the Texas Open Meetings Act.

3. FINANCIAL/BUDGET

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

6. REFERENCE FILES

- 11a. [Executive Session form 551.087](#)
11b. [Conflict of interest form: John McDonald](#)

**TAYLOR CITY COUNCIL
CERTIFIED AGENDA - EXECUTIVE SESSION**

1. OPEN MEETING ANNOUNCEMENT

THE CITY OF TAYLOR CITY COUNCIL CONVENED IN OPEN SESSION AND DECLARED A QUORUM, ON October 14, 2010. AFTER POSTING AN OFFICIAL AGENDA INDICATING THE NEED FOR EXECUTIVE SESSION AND PURSUANT TO SECTION 551 OF THE TEXAS GOVERNMENT CODE, THE COUNCIL WILL NOW CONVENE AT _____P.M. FOR THE PURPOSE IDENTIFIED BELOW:

- Texas Government Code Sec. 551.087 To discuss economic development negotiations related to:
 - o The Electric Reliability Council of Texas (ERCOT)

ANY ACTION RESULTING FROM THIS EXECUTIVE SESSION WILL BE TAKEN IN OPEN SESSION IMMEDIATELY FOLLOWING THE CLOSED EXECUTIVE SESSION.

2. BACK TO OPEN SESSION

THE TIME IS _____ P.M. AND WE WILL NOW RESUME THE OPEN SESSION OF THE COUNCIL MEETING. NO ACTION OR VOTE WAS TAKEN ON ANY MATTER DISCUSSED IN EXECUTIVE SESSION.

CERTIFICATION

I, John McDonald, Mayor Pro Tem of the City of Taylor, do hereby certify that this Agenda of an Executive Session of the City Council is a true and correct record of the proceedings.

WITNESS my hand this the 14th day of October, 2010.

John McDonald, Mayor Pro Tem

COUNTY OF WILLIAMSON

CITY OF TAYLOR

AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared the under-signed Affiant who, after being by me first duly sworn, deposes and says on oath as follows, to wit:

1. Affiant is a resident of the City of Taylor, Williamson County, Texas, over the age of 21 years and is fully capable of making this Affidavit;
2. Affiant is a duly elected, qualified, and serving member of the Taylor City Council.
3. This Affidavit is intended to comply with Section 171.001 et seq of the Local Government code regulating conflicts of interest of certain governmental officials and the action being contemplated may have a special economic effect on the business entity or real property distinguishable from the effect on the public.
4. The possible conflict of interest may be a “substantial interest” and is as follows:

Spouse is employed by company under discussion.

5. Or I do not have a “substantial interest” as defined by Chapter 171 of the Texas Local Government Code, and I am filing this affidavit so to avoid the appearance of impropriety.

WITNESS MY HAND, this the 14th day of October, 2010.

John McDonald, Mayor Pro Tem

SUBSCRIBED AND SWORN to before me, this the _____ day of _____,
2010.

Susan L. Brock
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS