

**Master Site Use Radio Communications System Interlocal
Cooperation Agreement
Between
City of Austin, TX and Capital Metropolitan Transportation Authority**

This Interlocal Cooperation Agreement (“Agreement”) is between City of Austin (“City”), a Texas home-rule and municipal corporation, in its capacity as Program Manager for the Greater Austin-Travis County Regional Radio System (“GATRRS”), and its partners under an 800 MHz Trunked Voice Radio System Implementation Interlocal Agreement and the Capital Metropolitan Transportation Authority (“CapMetro”), a political subdivision of the State of Texas.

Whereas City is the Program Manager of the trunked P25 integrated voice and data interoperable radio communications system known as GATRRS that operates in the Austin/Travis County metropolitan area and beyond;

Whereas, the Austin City Council authorized City to cooperate with other governments to establish the Texas Radio Coalition to plan and develop a statewide wireless interoperable communication system composed of local and regional systems under local control as stated in Ordinance No. 20070419-003;

Whereas, City has identified certain Texas governmental entities’ wireless communication systems and consoles that could be connected to the GATRRS Master Site to improve the ability of public safety providers’ interoperability and seamless communications for public safety;

Whereas, City, as GATRRS Program Manager, has the authority to contract and administer this Agreement on behalf of its GATRRS Partners as stated in the Interlocal Agreement for the Operation and Maintenance of the Regional Radio System;

Whereas, City and CapMetro have entered into a separate interlocal cooperation agreement for the purpose of CapMetro becoming an “associate” user of GATRRS with the last signature date being January 18, 2024;

Whereas, the Austin City Council authorized the negotiation and execution of this Master Site Use Radio Communications System Interlocal Cooperation Agreement on November 21, 2024;

Now Therefore, the parties hereto, in consideration of these promises and mutual obligations herein undertaken, do agree as follow:

1 Definitions

- 1.1 Except as expressly provided otherwise in this Agreement, Attachments, or in Exhibits A-D, the following capitalized terms apply to this Agreement.
- 1.2 “Greater Austin-Travis County Regional Radio System,” or “GATRRS,” means the multi-channeled regional P25 trunked, integrated voice-and-data radio system serving

Austin and Travis County, Texas, funded by City of Austin, Travis County, Austin ISD, and University of Texas at Austin in accordance with the 800 MHz Trunked Voice Radio System Implementation Interlocal Agreement and the Interlocal Agreement for the Operation and Maintenance of the Regional Radio System.

- 1.3 “GATRRS Partners” or “Greater Austin-Travis County Regional Radio System Partners” means the local government entities or agencies that have entered into the 800 MHz Trunked Voice Radio System Implementation Interlocal Agreement and the Interlocal Agreement for the Operation and Maintenance of the Regional Radio System.
- 1.4 “City” means City of Austin, Texas.
- 1.5 “City Personnel” means City of Austin employees, officers, elected officials, contractors, agents, or representatives.
- 1.6 “CapMetro Radio System” is the P25 radio communications system(s), radio consoles, subscriber units, miscellaneous system management devices, system monitoring clients, and required administrative clients and system management terminals that are operated, used, and maintained by CapMetro.
- 1.7 “Master Site” is the hub of the GATRRS network where trunked radio sites, radio consoles, and system management terminals connect via closed wireline and Internet Protocol (IP) technology. Master Site includes any zone controller connected to it.
- 1.8 “Public Safety” means the provision of law enforcement, emergency medical services, fire suppression and prevention, and emergency management by local government entities.
- 1.9 “Parties” means City of Austin and CapMetro.
- 1.10 “WCSD” means City of Austin Wireless Communication Services Division.
- 1.11 “Security” means the state of being protected from or resilient to threats, harm, or unauthorized access, encompassing measures and practices to ensure the confidentiality, integrity, availability, and safety of physical, digital, and communications assets. This includes safeguarding systems, networks, data, and individuals from malicious activities, natural disasters, or human error, whether in physical, electronic, or virtual domains. This definition integrates cybersecurity as a key subset of overall security, emphasizing its importance alongside physical and information security measures.
- 1.12 “Talkgroup” means a virtual radio channel created for/by a trunked radio system for voice communication amongst a group of users. The trunked radio system core controller can instantly move all the users of a particular talkgroup from one set of system radio frequencies to another, but to users of the talkgroup, their conversation will be seamless. Each time a user transmits on a radio unit, all users assigned to the selected talkgroup (so-called virtual channel) will be able to both hear and talk to the others assigned to that talkgroup.

2 Purpose

This Agreement is to permit the connection of CapMetro's Radio System, and/or Dispatch Consoles, and/or other equipment to the GATRRS Master Site to facilitate interoperable and seamless radio communications among public safety providers and City, provided CapMetro meets the requirements set forth in this Agreement.

3 CapMetro System Connection Requirements

- 3.1 CapMetro's Radio System functionality, operation, and maintenance shall comply with City's technical, security, software, and maintenance requirements and any future amendments as described below. Failure of CapMetro to comply with these requirements shall automatically cause disconnection of CapMetro Radio System to the Master Site. City will endeavor to provide written notice to CapMetro with an opportunity to remedy the deficiency but, depending on the circumstances, prior written notice may not be possible. In this event, City will provide written notice to CapMetro as soon as reasonably possible after the disconnection.
- 3.2 CapMetro Radio System Technical Standards. Attached hereto and incorporated by reference is Exhibit A (System Technical Requirements).
- 3.3 CapMetro Radio System Security Rules and Regulations. Attached hereto and incorporated by reference is Exhibit B (System Security Requirements).
- 3.4 CapMetro Radio System Software Requirements. Attached hereto and incorporated by reference is Exhibit C (System Software Requirements).
- 3.5 CapMetro Radio System Maintenance Requirements. Attached hereto and incorporated by reference is Exhibit D (System Maintenance Requirements).

4 CapMetro Cost

- 4.1 Connection to Master Site. CapMetro is responsible for any and all costs incurred for CapMetro's electronic or wireline connection to the Master Site. City will not be responsible for this cost, which CapMetro must cover by way of CapMetro funds or other source of funding available to CapMetro.

City will charge CapMetro a one-time "onboarding" labor services flat rate fee of \$21,710, payment due upon execution of this Agreement. For budgeting purposes, this flat rate fee was computed as 200 hours of labor to facilitate the console "onboarding" at an hourly rate of \$108.55 for City labor services to include, but not be limited to, Master Site engineering, project planning, consultations, determination of CapMetro Talkgroup requirements, radio template development/preparation, initial subscriber radio unit programming, console template development and programming, reviewing contents of GATRRS interoperability plan with designated CapMetro trainer(s), assisting CapMetro trainer(s) with development of CapMetro dispatcher and CapMetro police officer radio/talkgroup use training, reviewing of GATRRS NICE (or later vendor

brand) centralized recording capabilities and CapMetro recording retrieval procedures, and project management to get CapMetro consoles installed at the:

a) Combined Transportation and Emergency Communications Center (CTECC) at 5010 Old Manor Road, Austin, TX and

b) the Back-Up Center (BUC), to include Zone 1, Dynamic System resiliency (DSR), at the Capital Area Council of Governments (“CAPCOG”) facility, at 6800 Burleson Rd, Austin, TX.

Such City “onboarding” cost is in addition to that being charged by Motorola and its subcontractors related to the sale, installation, testing, warranty, software upgrades, ongoing maintenance services, etc. being provided by Motorola under direct contract to CapMetro.

Once City concludes the onboarding effort for each of (a) and (b) locations stated, the City Project Manager will notify CapMetro designated Project Manager in writing that the onboarding period for that location has ended and that the operational period has begun. Post onboarding, any further City provided services at the respective location in support of CapMetro for GATRRS, and/or the City CTM Wireless Communication Services radio shop will be invoiced as indicated at the prevailing labor rate, overtime labor rate, trip fee, and/or parts charges.

- 4.2 Use Fee. As GATRRS Program Manager, City anticipates incurring costs for capital projects, operations, and maintenance of facilities at the Master Site for which CapMetro benefits directly. City may elect to assess CapMetro a recurring annual “use fee,” which may be paid directly to City via CapMetro funds or other source of funding to CapMetro. Due to the rising costs of GATRRS Master Site maintenance and operations each year, the City reserves the right to increase the use fee no more than 5% above the costs incurred in the previous year.
- 4.3 Other Costs. City agrees that, upon request by CapMetro, City will provide maintenance, programming, and other services related to radio interoperability to CapMetro, including but not limited to radio programming; radio template or “code plug” development; radio aliasing and alias database management; engineering support; planning; consultations; activation and deactivation of subscriber radio ID’s, “Smart Connect,” or other radio features/services; console, radio talkgroup, and/or dispatcher telephone recording; system and master site connectivity troubleshooting and repair; and program management will be billed to CapMetro at City’s prevailing standard hourly rate, with overtime at time-and-a-half after normal Wireless Communication Services business hours. City will notify CapMetro no less than thirty (30) days in advance in writing of any increase to the City’s prevailing standard hourly rate.

CapMetro’s initial total costs under this Agreement will not exceed **\$140,000**. Additional costs for services requested in excess of \$140,000 will be agreed upon by both parties in writing and approved by CapMetro’s Board of Directors before such services are provided.

- 4.4 Invoices. City will invoice CapMetro regularly for the amount due for services provided during a specified date period. The invoices shall include details of services provided during the billing period, the amount to be paid per service item, and the total amount to be paid. The invoices will be sent to CapMetro at:

Accounts Payable
Capital Metropolitan Transportation Authority
P.O. Box 6308
Austin, Texas 78762-6308; ap_invoices@capmetro.org

- 4.5 Payment. CapMetro agrees to pay each invoice within thirty (30) days of the receipt of services or the invoice, whichever is later, pursuant to the Prompt Payment Act, Chapter 2251 of the Government Code. Payment shall be made to City of Austin, Communications and Technology Management Department, ATTN: Accounts Receivable, 6800 Burleson Rd, Bldg. 312, Ste 265, Austin, TX 78744

5 Agreement Term

The initial term of this Agreement shall commence on April 1, 2025, (Effective Date) to end on September 30, 2025 unless terminated earlier in accordance with Section 15 or 16. This Agreement will automatically renew on October 1st of each year, unless a written notice is provided by either party of its intent to not renew no later than six-months in advance of Agreement expiration in the year of the then-current term.

6 Designation of Project Managers

- 6.1 City's Project Manager is the Wireless Communication Services Manager or designee. Project or other GATRRS-related correspondence may be sent to: Wireless Communication Services Manager, City of Austin, 1006 Smith Road, Austin, Texas 78721, email: wirelessmgr@austintexas.gov. City's Project Manager represents the interests of City during the term of this Agreement and is the designated point of contact for CapMetro Project Manager.
- 6.2 City's Project Manager shall promptly review all written reports submitted by CapMetro. City may require from time-to-time written reports or other documents certifying CapMetro continued compliance with provisions of this agreement.
- 6.3 CapMetro's Project Manager is Jeffrey Downey, Technology Project Manager III, (512) 589-3630, jeffrey.downey@capmetro.org. CapMetro's Project Manager shall represent CapMetro for this Agreement and shall be the designated point of contact for the GATRRS Program Manager.
- 6.4 Should the identity of City's or CapMetro's Project Manager change, each party will identify a qualified and competent replacement and promptly notify the other party in writing of the change.

7 Master Site Connection

- 7.1 City must approve the method of CapMetro's connection to the Master Site. Any such "connection" will be performed by City, or its authorized agent within a reasonable time after the receipt of CapMetro's written request and the execution of this Agreement by both parties. If applicable, it may be necessary for CapMetro to order connectivity from a commercial telephone company or other City approved network provider. City will assist CapMetro in determining connectivity specifications so that the ordered connectivity conforms to technical requirements for proper CapMetro interface into the Master Site. CapMetro's personnel and agents will have no physical access to the Master Site.
- 7.2 If applicable, within sixty (60) days from contract execution, parties will complete and agree to a Talkgroup sharing plan and roaming arrangement between the parties' separate system users.
- 7.3 Connection by CapMetro to the Master Site does not impact a party's separate ownership rights to radio system components that each party purchased separately.

8 City Duties

- 8.1 City will serve as the Project Manager for CapMetro's radio system connection to the GATRRS Master Site. As Project Manager, City will serve as the primary contact with CapMetro Radio System technical staff or any contractor whose services are procured by CapMetro.
- 8.2 The GATRRS Program Manager or his/her designee will coordinate with CapMetro or CapMetro's authorized contractor whose services are procured by CapMetro regarding the connection to the Master Site.
- 8.3 The GATRRS Program Manager or his/her designee shall provide CapMetro with periodic reports to update CapMetro about changes, if any, to the Master Site technical and security requirements, software upgrades, and operational issues.
- 8.4 If at any time, City determines that CapMetro's continued connection to the Master Site is causing harmful consequences or interference to the Master Site, other connected elements, or operations, City shall have the right to take emergency measures to repair and/or remove the identified source(s) of the problem, up to and including disconnection of CapMetro's system from the Master Site at CapMetro's sole risk and expense. In the event City takes emergency measures to stop interference or protect the Master Site, City will contact CapMetro's Project Manager or designee after the emergency has been resolved and will notify the Project Manager in writing of the action(s) taken and describe possible steps necessary to mitigate the problem or prevent reoccurrence.
- 8.5 If City determines CapMetro is not in full compliance with the Agreement requirements and such compliance does not harm the Master Site or related components, cause interference, or adversely impact Master Site operations, City will contact CapMetro's Project Manager or designee in writing about the noncompliance issue(s). If CapMetro fails to bring its Radio System into compliance, as determined by City, within 48 hours from City's notice, City may disconnect CapMetro's connection to the Master Site at

CapMetro's sole risk and expense. If such disconnection occurs, City will promptly notify CapMetro's Project Manager or designee, in writing, of the actions taken.

9 CapMetro's Duties

- 9.1 CapMetro's Project Manager is required to submit periodic status reports to City on compliance of CapMetro Radio System with City technical, security, software, and maintenance requirements. Such reports shall be submitted by CapMetro Project Manager to City within fourteen (14) business days of a request for such reports.
- 9.2 CapMetro agrees to comply with City's Radio System Technical, Security, Software, and Maintenance Requirements as per this Agreement at all times. If the requirements change, City will notify CapMetro and provide a copy of the updated requirements.
- 9.3 CapMetro agrees to use the Master Site connection for CapMetro's authorized voice radio communications, in compliance with applicable Federal Communications Commission regulations and rules.
- 9.4 CapMetro agrees that all mobile and portable radios within CapMetro which have access to the CapMetro Radio System will have the appropriate GATRRS systemwide interoperability talkgroups, as determined by City, programmed into them
- 9.5 CapMetro must have implemented appropriate security controls, policies and procedures and technological safeguards to maintain and protect the integrity, consistent with industry standards and practices U.S. Department of Commerce, National Institute of Standards and Technology (NIST) guidelines. CapMetro will report security occurrence, violation, breach, or imminent threat to the City of Austin Wireless Communication Services Division via telephone call to (512) 972-3200 and email to radio.system.coa@gatrrs.com and wirelessmgr@austintexas.gov within 24 hours of the initial CapMetro determination that a security occurrence, violation, breach, or imminent threat has occurred.

10 No Ownership to City of Austin/Travis County Regional Radio System.

This Agreement or CapMetro's connection to the Master Site does not transfer or alter any ownership rights to the Master Site or to the GATRRS.

11 Right to Audit

- 11.1 The parties agree that the representatives of the Office of City Auditor, CapMetro Internal Auditor, or other authorized representatives of a party, shall have access to, and the right to audit, examine, or reproduce, any and all records of the other party related to the performance under this Agreement. Each party shall retain all such records for a period of three (3) years 1) after final payment on this Contract if CapMetro is required to make payments to City under this Agreement or 2) until all audit and litigation matters that a party has brought to the attention of the other party are resolved, whichever is longer. To the extent applicable, each party agrees to refund the other party for any overpayments disclosed by any such audit.

11.2 Each party shall include 11.1, above, in all subcontractor agreements, if any, entered into in connection with this Agreement.

12 Independent Contractor

This Agreement shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the parties. City and CapMetro are independent contractors. CapMetro agrees and understands that the Agreement does not grant to CapMetro or CapMetro's employees any rights or privileges established for employees of City.

13 Suspension

City will have the right to suspend CapMetro's connection to the Master Site, at any time, for a reasonable duration upon providing such notice to CapMetro as is reasonably practical, for the purpose of performing maintenance, repairs, replacements, adjustments, or security assessments to the GATRRS Master Site.

14 Default

A party to this Agreement shall be in default ("Default") under the agreement if the party (a) fails to fully, timely, and faithfully perform any of its material obligations under the Agreement, and following notice of default as provided in Section 16 (Termination), fails timely to cure the alleged default as provided in Section 16; or (b) fails to provide adequate assurance of performance under Section 15 (Right to Assurance).

15 Right to Assurance

Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within ten (10) working days after demand is received, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

16 Termination

In the event of Default by a party, the other party shall have the right to terminate the Agreement for cause, by written notice delivered to the party alleged to be in default via certified mail. Unless the party giving notices specifies a different time in the notice, the Agreement is terminated sixty (60) calendar days after the date the notice. During this time period, the party alleged to be in default may cure the event of Default or provide evidence sufficient to prove to the other party's reasonable satisfaction that such default does not exist or will be cured in a time satisfactory to the party alleging the default. In addition to any other remedy available under law or in equity, the party not in default shall be entitled to recover all actual damages, direct costs, incurred as a result of the other party's default, including court costs, and prejudgment and post-judgment interest

at the maximum lawful rate. Each party's rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

17 Termination without Cause

Either Party may terminate this Agreement without cause upon one hundred and twenty (120) calendar days prior written notice to the other party. On receipt of the notice, the parties will mutually agree, in writing, upon a date for the City to disconnect the CapMetro Radio System from the Master Site.

18 Dispute Resolution

17.1 If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party to occur within fourteen (14) calendar days after receipt of the request or such later time as agreed by the parties to seek a negotiated resolution. At a minimum, each party shall require one (1) senior level individual with decision-making authority regarding the dispute and with authority to agree to resolve it, subject as may be required by law to approval by the governing body(ies) of the parties, to attend any and each such meeting for such negotiation. The purpose of this and any subsequent negotiation meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

17.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, City and CapMetro agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an agreement interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. City and CapMetro will share the costs of mediation and the mediator equally, and will bear their own costs of participation, such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

19 Survival of Obligations

All provisions of this Agreement that impose continuing obligations on the parties, including but not limited to indemnity, confidentiality, release, and agreement purpose shall survive the expiration or termination of this Agreement.

20 Current Revenues

This Agreement is authorized by the Interlocal Cooperation Act, which is Chapter 791 of the Texas Government Code. Each party's monetary obligations, if any, under this Agreement are payable only and solely from the current revenues appropriated and available for the performance of such obligations.

21 Assignment

A party to this Agreement may not assign or transfer its interests under this Agreement.

22 Entirety of the Agreement

This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be amended in whole or in part except in a written amendment executed by both parties to this Agreement.

23 Performance

The obligations arising under this Agreement shall be performed in Travis County, Texas.

24 Jurisdiction and Venue

The parties agree that this Agreement is governed by the laws of the State of Texas and that venue for a dispute arising from this Agreement shall be in Austin, Travis County, Texas.

25 Severability

If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law.

26 Notices

Any notice, request, or other communication required or appropriate to be given under this Agreement shall be in writing and shall be considered delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, addressed to the person designated for receipt of notice, postage prepaid and Return Receipt Requested. Notices delivered by facsimile shall be considered three (3) business days after transmittal or when received by the addressee, whichever is earlier. Hand-delivered Notices are considered delivered upon receipt by the addressee which may be

noted in a courier confirmation report. The Parties may make routine communications by first class mail or other commercially accepted means. Notices to City and CapMetro shall be addressed as follows:

CapMetro:

Darryl Jamail (or successor)
Director of Public Safety & Emergency
Management
Capital Metropolitan Transportation
Authority
2910 East Fifth Street
Austin, TX 78702
(512) 369-7717
darryl.jamail@capmetro.org

With Copies To:

Brad Bowman (or his successor)
Chief Counsel
2910 E. 5th Street
Austin, Texas 78702
Brad.Bowman@capmetro.org

City:

Wireless Communication Services Manager
City of Austin
Communications and Technology Management
Wireless Communication Services Division
1006 Smith Road
Austin, Texas 78721
Phone: (512) 972-3209
Email: wirelessmgr@austintexas.gov

27 Release

To the extent permitted by the Constitution and laws of the State of Texas, each party releases the other party from and waives any claim, loss, expense, or damage occurring to CapMetro's Radio System or the Master Site or GATRRS including but not limited to radio consoles, system management terminals, equipment, cables, wiring, software, occurring in the course and scope of City's operation of the GATRRS and Master Site, excepting only such claims, losses, expenses or damages that are caused by the willful misconduct or gross negligence of the party or the party's personnel.

28 Limitation of Liability

In no event shall the parties to this Agreement be liable to the other party for any special, consequential, incidental or punitive damages on any claim arising out of or concerning this Agreement.

29 DISCLAIMER

CITY DISCLAIMS ANY WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ONLY TO THE EXTENT ALLOWED BY LAW. CITY DOES NOT WARRANT CapMetro's CONNECTIVITY TO THE MASTER SITE AND THAT CapMetro's RADIO COMMUNICATIONS WILL BE UNINTERRUPTED OR ERROR-FREE. CapMetro IS RESPONSIBLE FOR, AND CITY MAKES NO WARRANTY CONCERNING THE BACK-UP AND DISASTER RECOVERY PROCEDURES, FACILITIES, SOFTWARE AND EQUIPMENT FOR THE MASTER SITE OR RRS. DETERMINATION OF THE FUNCTIONALITY OF THE MASTER SITE AND RRS IS FOR CapMetro TO MAKE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

30 [This Section is reserved]

31 Governmental Immunity

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to either of the parties, or to create any legal rights or claims on behalf of any third party. Neither City nor CapMetro waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental (sovereign) immunity under the laws of the State of Texas.

32 Execution of this Agreement

Parties to this Agreement shall submit certified documentation of approval by its governing body authorized to execute this Agreement. This Agreement may be executed (by original or facsimile) by the parties in one or more counterparts, each of which shall be considered one and the same agreement. The counterparts to this Agreement may be executed and delivered by electronic signature by either party and the receiving party may rely on the receipt of such document so executed and delivered electronically as is the original had been received. The signatories to this Agreement represent that each, respectively, has the authority to execute this Agreement by virtue of official action of their governing body, duly adopted and recorded in conformity with the laws of the State of Texas. This Agreement is executed in duplicate originals.

33 Force Majeure

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign

terrorism, or any other cause beyond the reasonable control of such Party ("Force Majeure"). Force Majeure does not include economic or market conditions, which affect a party's cost, but not its ability to perform. The party invoking Force Majeure shall give prompt, timely and adequate notice to the other party, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

34 Confidentiality

33.1 If CapMetro is permitted to access certain City's or licensor's confidential information (including software, inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which City or its licensors consider confidential) (Confidential Information) in connection with this Agreement, CapMetro acknowledges and agrees that the Confidential Information is the valuable property of City and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information may substantially injure City and its licensors. CapMetro (including its employees, subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of a court or other governmental authority with proper jurisdiction. In all cases, CapMetro agrees to promptly notify City before disclosing Confidential Information to permit City reasonable time to seek an appropriate protective order. CapMetro agrees to use protective measures no less stringent than CapMetro uses in its business to protect its own confidential and proprietary information. In all circumstances, CapMetro's protective measures must ensure the continued confidentiality of the Confidential Information.

33.2 If City is permitted to access certain CapMetro or its licensor's confidential information (including software, inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which CapMetro or its licensors consider confidential) (Confidential Information) in connection with this Agreement, City acknowledges and agrees that the Confidential Information is the valuable property of CapMetro and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information may substantially injure CapMetro and its licensors. City (including its employees, subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of CapMetro, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of a court or other governmental authority with proper jurisdiction. In all cases, City agrees to promptly notify CapMetro before disclosing Confidential Information to permit CapMetro reasonable time to seek an

appropriate protective order. City agrees to use protective measures no less stringent than City uses in its business to protect its own confidential and proprietary information. In all circumstances, City's protective measures must ensure the continued confidentiality of the Confidential Information.

35 Texas Public Information Act

Both parties to this Agreement acknowledge this Agreement is subject to Chapter 552 of the Texas Government Code (Public Information Act or Act). Under the Public Information Act, this Agreement, and documents related to this Agreement, which are in City's or CapMetro's possession, or to which City or CapMetro has access, are presumed to be public and either party, upon written request, may release these records to the public, unless an exception described in the Act applies to a document.

[The remainder of this page is intentionally left blank.]

This Agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

CapMetro

By: _____

Name: _____

Title: _____

Date: _____

CITY OF AUSTIN, TX

By: _____

Name: _____

Title: _____

Date: _____

Exhibits

Exhibit A Radio System Technical Standards

Exhibit B Radio System Security Rules

Exhibit C Radio System Software Requirements

Exhibit D Radio System Maintenance Requirements

Exhibit A
Radio System Technical Standards
CapMetro

(Include CapMetro's system description, as-built drawings, and subscriber unit inventory at cutover to the GATRRS master site.) If there is a vendor proposal, attach here. If not initially available, as-built" documentation may be required when available at a later date.)

Exhibit B
Radio System Security Rules
CapMetro

1. Subscriber Unit Programming and Documentation: Programming of CapMetro subscriber units will be performed by City and/or other entity which City may approve, subject to City's "Advanced System Key" policy and related procedures and Section 2, below.

Before connection to the Master Site is allowed, CapMetro agrees to provide the GATRRS Program Manager a complete list of subscriber units, including System ID, Manufacturer's Serial Number, Unique Alias Names per standards set by the City and Assigned Agency or Department. This list is to be kept current by CapMetro as subscriber units are added, subtracted, and/or reassigned. CapMetro agrees to provide an updated list to the GATRRS Program Manager within 10 business days of any change in subscriber units.

CapMetro or its contractors shall not program, or allow to be programmed, for interoperability or any other purpose, any subscriber unit (radio) belonging to any entity that is not specifically authorized by interlocal or other agreement to operate on GATRRS by the GATRRS Program Manager.

2. CapMetro Staff and Service Contractor Access to Sites and System: Before connection to the Master Site is allowed, CapMetro shall follow the criminal background check process described below for all CapMetro employees and CapMetro contracted service provider employees who are designated to provide service and maintenance of communication tower site equipment, shelter equipment, dispatch console equipment and any other equipment connected to the GATRRS Master Site. CapMetro employees and CapMetro's service provider employees shall pass a criminal background check administered by the City of Austin Police Department, utilizing forms and processes required by the Austin Police Department. City reserves the right to deny CapMetro connection and access to the Master Site and related equipment for reasonable cause, including CapMetro employee's or contractor's failure to pass an Austin Police Department criminal background check. City will notify CapMetro of any such denial no more than thirty (30) business days after submission of required documentation to the Austin Police Department. This provision does not apply to contracted service technicians who have received prior clearance from City of Austin and are currently authorized by City of Austin to perform service on GATRRS connected equipment. CapMetro agrees that this criminal background check provision shall also apply to future CapMetro employees and CapMetro contracted service provider employees who are designated to provide service and maintenance of communication tower site equipment, shelter equipment, dispatch console equipment and any other equipment connected to the GATRRS.

3. GATRRS Interoperability Plan: CapMetro agrees to observe and abide fully by the rules and guidelines set forth in GATRRS Interoperability Plan Version 31, dated March 1, 2024, which is attached to this Exhibit B as Attachment 2 and incorporated by reference. This version shall be superseded by a later version. City reserves the right to change the rules and guidelines at any time and without prior notice. However, City will promptly provide CapMetro with a copy of updated rules and guidelines. CapMetro will have the option to appeal any changes that CapMetro feels are harmful or detrimental to CapMetro. City will provide CapMetro with a copy of updated rules and

guidelines. This plan addresses programming requirements, channel-naming conventions, interoperability talkgroup reservations, assignments, and proper use, access to the system by governmental and critical infrastructure entities, as well as privately owned hospital, ambulance service, air medical service, and other topics related to regional public safety communication interoperability. The purpose is to support continuity across the various local GATRRS layers and affiliates around the state.

4. Security: CapMetro must have implemented appropriate security controls, policies and procedures and technological safeguards to maintain and protect the integrity, consistent with industry standards and practices U.S. Department of Commerce, National Institute of Standards and Technology (NIST) guidelines. CapMetro will report security occurrence, violation, breach, or imminent threat to the City of Austin Wireless Communication Services Division via telephone call to (512) 972-3200 and email to radio.system.coa@gatrrs.com and wirelessmgr@austintexas.gov within 24 hours of the initial CapMetro determination that a security occurrence, violation, breach, or imminent threat has occurred.

Exhibit C
Radio System Software Requirements
CapMetro

1. Motorola System Upgrade Agreement: For the duration of this Agreement, CapMetro shall maintain its radio system, dispatch console, and subscriber unit programming, operating, and security software at the same Motorola Astro 25 software release level as that of the GATRRS. CapMetro will purchase and renew each year for the term of this Agreement a system upgrade agreement that provides the necessary software updates using CapMetro funds or by way or other funds available to it.

2. Notification by GATRRS Program Manager of Scheduled Software Upgrade or Maintenance with Budgetary Impact: When software upgrade or non-emergency software maintenance of the Master Site or other subsystems or components of the GATRRS is required for continued or improved functionality, continued or improved regional or statewide interoperability, or any other purpose deemed necessary by the GATRRS Program Manager, and that software upgrade or maintenance event has budgetary impact affecting CapMetro, the GATRRS Program Manager will notify CapMetro not less than twelve (12) months in advance of the software upgrades, and not less than six (6) months in advance for non-emergency software maintenance. Notification will take the form of an email to CapMetro Project Manager or his/her designee, followed by telephone and in-person discussions of the planned upgrade process.

3. Notification by CapMetro Project Manager of Scheduled Software Upgrade or Maintenance with Budgetary Impact: When CapMetro desires to upgrade its system or component software for continued or improved functionality, continued or improved regional or statewide interoperability, or any other purpose deemed necessary by CapMetro Project Manager, and that software upgrade or maintenance event has budgetary impact affecting GATRRS and its partners, CapMetro Project Manager will notify the GATRRS Program Manager not less than twelve (12) months in advance for software upgrades, and not less than six (6) months in advance for non-emergency software maintenance. Notification will take the form of an email to the GATRRS Program Manager or his/her designee, followed by telephone and in-person discussions of the planned upgrade process, including a proposed statement of work, schedule, and related costs.

Exhibit D
Radio System Maintenance Requirements
CapMetro

1. CapMetro shall not be required to purchase a radio system maintenance services contract as part of this Agreement. However, GATRRS is maintained under a Motorola Solutions services contract. Therefore, to the extent necessary to maintain the GATRRS system, City may from time to time require access to CapMetro system sites and equipment. When such access is required, the GATRRS Program Manager or designee will contact CapMetro Project Manager or designee to coordinate and schedule the access.

1.a. GATRRS System Access Restricted: The following GATRRS functions are the sole responsibility of City of Austin Wireless Communication Services Division (WCSD) in its role as the GATRRS Program Management Entity, and its designated Motorola or Motorola-certified field service and system technicians under City of Austin's Motorola Customer Support Plan. Technicians not specifically authorized to perform system service under that plan are not authorized to perform the following GATRRS functions:

System Functions:

- Frame Network Distribution
- Domain Network Administration
- Network Management Client

Database Functions:

- Zone Configuration Manager (ZCM)
- User Configuration Manager (UCM)
- Motorola Supervisory Control and Data Acquisition (MOSCAD)
- Dispatch Console Template Guidance (for networked consoles)

Subscriber Level Functions:

- Codeplug Management
- Advance System Key Management
- Unit ID Activation: (CapMetro Project Manager or designee may assign unit ID's within a designated range per the statewide interoperability plan; City must activate all CapMetro assigned system ID's.)

CapMetro-owned systems and GATRRS network clients shall be maintained by CapMetro except for those functions that are the sole responsibility of the GATRRS Program Manager. The following functions are examples of items to be maintained by CapMetro.

- Subscriber Units (mobile and portable radios, control stations, and accessories)
- Repeaters
- Consolettes and Stand-alone (RF-only) Consoles
- Tower Site Equipment (towers, shelters, alarm systems, antennas, combiners, multicouplers, microwave systems, etc.)

1.b. Maintenance and repair of CapMetro system components that rely on connection to the Master Site for functionality require the involvement of WCSD and its authorized Motorola or Motorola-certified technicians. Unauthorized access is not permitted. For assistance with diagnosing and resolving network- or connectivity-related problems, CapMetro will contact WCSD, during normal business hours, at **(512) 972-3200**. WCSD services performed as a result of these calls will be billed to CapMetro at the prevailing standard hourly rate and overtime rate at one-and-a-half times the hourly rate).

1.c. Radio programming and template (“codeplug”) guidance: The GATRRS Program Manager or his/her designee may review all radio programming templates created for use by CapMetro before any template is programmed into a CapMetro subscriber unit. WCSD services pertaining to the development and creation of CapMetro radio programming templates (except for review and approval), and any physical programming of subscriber units (mobile and portable radios, control stations, dispatch consoles, etc.), will be billed by WCSD to CapMetro at the prevailing standard hourly rate with overtime at time-and-a-half.

1.d. Miscellaneous labor and parts: Other services pertaining to its radio communications needs, such as radio equipment or other public safety equipment installation, maintenance, and repair, requested by CapMetro and provided by WCSD, will be billed by WCSD to CapMetro at the standard hourly rate with overtime at time-and-a-half. Parts and supplies used in the performance of maintenance or repair services shall be billed at City’s documented vendor’s invoiced cost to City, plus the prevailing City mark-up.

1.e. Within thirty (30) calendar days of CapMetro’s receipt of City’s invoice, CapMetro shall make payment to: City of Austin – CTM, ATTN: Accounts Receivable, 6800 Burleson Rd., Bldg. 312, Ste. 265, Austin TX 78744. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate.

1.f. Emergency Radio Shut-off: In the event a subscriber unit is lost, stolen, or is being misused, CapMetro shall have the device immediately disabled and shall contact WCSD at (512) 972-3200 to make the request and send a written request to the GATRRS Program Manager within one business day via email to wirelessmgr@austintexas.gov.

2. Notification of Scheduled Maintenance or Repair with Service Impact: Prior to undertaking scheduled maintenance or repair of the GATRRS Master Site, tower sites, or other subsystems or components, when that scheduled maintenance or repair may affect operations, connectivity, or functionality of CapMetro’s system, dispatch consoles, subscriber units, or other components, the GATRRS Program Manager or designee will notify CapMetro of the scheduled maintenance or repair event and the reason for it. This notification will be provided in the form of an email to the CapMetro Project Manager and any other CapMetro provided contacts. The email notification will be sent at least 72 hours in advance of the start of the planned maintenance period, unless the maintenance is identified as an emergency, meaning lesser time notice will be provided. CapMetro will have the option of requesting that the maintenance event be postponed for reasons of public or officer safety, or because the announced schedule severely impacts previously scheduled CapMetro operations.

Immediately prior to the start of any service-affecting work, CapMetro dispatch supervisors may be contacted by City of Austin Wireless Communication Services Division to alert them to the impending maintenance period. CapMetro may at that time request the maintenance be postponed or suspended for reasons of public or officer safety. Justifications for calling off scheduled maintenance include major inclement weather moving into the affected area, a multi-alarm fire in progress, or a law enforcement agency vehicle pursuit in progress. If City cancels the scheduled maintenance, all affected dispatch centers (if available) will be notified of the cancellation. The maintenance will be rescheduled following the procedures described above.

3. Notification by GATRRS Program Manager of Scheduled Maintenance or Upgrade with Budgetary Impact: When upgrade or non-emergency maintenance of the Master Site or other subsystems or components of the GATRRS is required for continued or improved functionality, continued or improved regional or statewide interoperability, or any other purpose deemed necessary by the GATRRS Program Manager, and that upgrade or maintenance event has budgetary impact affecting CapMetro the GATRRS Program Manager will notify CapMetro not less than twelve (12) months in advance for upgrades, and not less than six (6) months in advance for non-emergency maintenance. Notification will take the form of an email to CapMetro Project Manager or designee, followed by telephone and in-person discussions of the planned upgrade process.

4. Notification by CapMetro Project Manager of Scheduled Maintenance or Upgrade with Budgetary Impact: When upgrade or non-emergency maintenance of CapMetro system or other subsystems or components is desired for continued or improved functionality, continued or improved regional or statewide interoperability, or any other purpose deemed necessary by CapMetro Project Manager, and that upgrade or maintenance event has budgetary impact affecting GATRRS and its partners, CapMetro Project Manager will notify the GATRRS Program Manager not less than twelve (12) months in advance for upgrades, and not less than six (6) months in advance for non-emergency maintenance. Notification will take the form of an email to the GATRRS Program Manager or designee, followed by telephone and in-person discussions of the planned upgrade process, including a proposed statement of work, schedule, and related costs.