



October 29, 2021

Honorable Dr. Paul Lilly
Brown County
200 South Broadway St Rm 111
Brownwood, TX 76801

Dear Dr. Lilly,

Please accept this letter as our request for remittance of payments for reimbursements on the LCRA upgrade in the amount of \$411,492.96. I have attached a computation sheet showing the breakdown of the amount due. Of this amount, \$371,779.96 was for infrastructure costs and \$39,713.00 was for other related expenses.

Payment is due upon receipt. If you have any questions, my direct number is (325) 641-1115. Thank you.

Sincerely,

Melanie Larose
Melanie Larose, CGFO
Director of Finance

7 - Sept - 21 pd. — $\$411,492.96$
— $< 77,597.73 >$ 77,597.73
— $\$333,895.23$ 333,895.23

— 171,530.18 Bud radios

Brown County
owes Bud.

$\$162,365.05$

owes
City of Bud

June 6, 2022 1

(Exhibit #2)

April 28, 22

LCRA ALLOCATION TO ENTITIES-BROWN COUNTY FINAL INVOICE

Total Cost of LCRA	\$1,583,601
Grant received and paid directly to LCRA	\$ (169,989)
Cost paid by City of Brownwood	<u>\$ 1,413,612</u>

		City of Brownwood 60.5%	Brown County 26.3%	City of Early 10.6%	City of Bangs 2.6%
Radio Infrastructure:					
Round Mountain	\$ (557,393.00)	\$ 337,222.77	\$ 146,594.36	\$ 59,083.66	\$ 14,492.22
Dispatch (minus grant) <i>LCG, 999</i>	\$ (204,013.00)	\$ 123,427.87	\$ 53,655.42	\$ 21,625.38	\$ 5,304.34
Radios (COB only)	\$ 652,206.00	\$ 652,206.00	\$ -	\$ -	\$ -
		<u>\$ 1,413,612.00</u>	<u>\$ 1,112,856.63</u>	<u>\$ 200,249.78</u>	<u>\$ 80,709.04</u>
			<u>\$ 19,796.56</u>		

		City of Brownwood 60.5%	Brown County 26.3%	City of Early 10.6%	City of Bangs 2.6%
Other expenses:					
Site Improvements to RM	\$ 69,500.00	\$ 42,047.50	\$ 18,278.50	\$ 7,367.00	\$ 1,807.00
Tower upgrades	\$ 75,000.00	\$ 45,375.00	\$ 19,725.00	\$ 7,950.00	\$ 1,950.00
Chairs	\$ 6,500.00	\$ 3,932.50	\$ 1,709.50	\$ 689.00	\$ 169.00
	<u>\$ 151,000.00</u>	<u>\$ 91,355.00</u>	<u>\$ 39,713.00</u>	<u>\$ 16,006.00</u>	<u>\$ 3,926.00</u>

Grand Total per Entity	\$ 1,564,612.00	<u>\$ 1,204,211.63</u>	<u>\$ 239,962.78</u>	<u>\$ 96,715.04</u>	<u>\$ 23,722.56</u>
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Brown County portion previously paid *77,579.73* *df*
~~(77,579.73)~~

Brown County balance due \$ 162,383.05

\$ 162,383.05

Brownwood says we owe them this.

Oct, 21

LCRA ALLOCATION TO ENTITIES

Total Cost of LCRA

\$1,583,601

Grant received and paid directly to LCRA

\$ (169,989)

Cost paid by City of Brownwood

\$ 1,413,612

	City of Brownwood 60.5%	Brown County 26.3%	City of Early 10.6%	City of Bangs 2.6%
Radio Infrastructure:				
Round Mountain	\$ 557,393.00	\$ 337,222.77	\$ 146,594.36	\$ 59,083.66
Dispatch (minus grant)	\$ 204,013.00	\$ 123,427.87	\$ 53,655.42	\$ 21,625.38
Radios	\$ 652,206.00	\$ 652,206.00	\$ 171,530.18	\$ 69,133.84
	\$ 1,413,612.00	\$ 1,112,856.63	\$ 371,779.96	\$ 149,842.87
				\$ 36,753.91

	City of Brownwood 60.5%	Brown County 26.3%	City of Early 10.6%	City of Bangs 2.6%
Other expenses:				
Site Improvements to RM	\$ 69,500.00	\$ 42,047.50	\$ 18,278.50	\$ 7,367.00
Tower upgrades	\$ 75,000.00	\$ 45,375.00	\$ 19,725.00	\$ 7,950.00
Chairs	\$ 6,500.00	\$ 3,932.50	\$ 1,709.50	\$ 689.00
	\$ 151,000.00	\$ 91,355.00	\$ 39,713.00	\$ 16,006.00
				\$ 3,926.00

Grand Total per Entity

\$ 1,204,211.63 \$ 411,492.96 \$ 165,848.87 \$ 40,679.91

< 77,579.73 >
\$ 333,913.23

Diff
~~171,530.18~~
171,530.18

Emily told
Erin didn't care

3

STATEMENT OF ACCOUNT

pd

CITY OF BROWNWOOD, TX
 P.O. BOX 1389
 BROWNWOOD, TX 76804-1389
 PHONE (325) 646-5775

ATTN: JOSIE
 BROWN CO AUDITORS
 200 S. BROADWAY
 BROWNWOOD TX 76801

CUST NO#: 10-G10221
 DATE: 7/29/2021
 DUE DATE: 8/31/2021

DATE	REFERENCE	DESCRIPTION	ORIGINAL AMT	PAYMENTS	BALANCE
7/29/2021	I-202107292885	LCRA BILLING COST-COU	39,549.33	0.00	39,549.33
7/29/2021	I-202107292886	TOWER/SITE PREP COST-	38,030.40	0.00	38,030.40

*Dispatch upst
 RA. Mtn.*

*pd by B. County
 Sept 7, 21*

77,579.73

CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS	BALANCE
77,579.73	0.00	0.00	0.00	0.00	77,579.73

*****THANK YOU *****

TOTAL DUE : 77,579.73

4

REMIT TO: CITY OF BROWNWOOD, TX
P.O. BOX 1389
BROWNWOOD, TX 76804-1389
PHONE (325) 646-5775

ATTN: JOSIE
BROWN CO AUDITORS
200 S. BROADWAY
BROWNWOOD TX 76801

CUSTOMER#: 10-G10221
INVOICE#: 202107292886
INVOICE DATE: 7/29/2021
DUE DATE : 8/31/2021
P.O. # :

===== CHARGE DETAIL =====

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
TOWER/SITE PREP COST-COUNTY	0.00		0.00	38,030.40

*County share of Round Mountain Tower
site prep, tower remediation & dispatch chairs.
26.37% of 8144,602.29*

*****THANK YOU *****

TOTAL DUE : 38,030.40

5

REMIT TO: CITY OF BROWNWOOD, TX
P.O. BOX 1389
BROWNWOOD, TX 76804-1389
PHONE (325) 646-5775

ATTN: JOSIE
BROWN CO AUDITORS
200 S. BROADWAY
BROWNWOOD TX 76801

CUSTOMER#: 10-G10221
INVOICE#: 202107292885
INVOICE DATE: 7/29/2021
DUE DATE : 8/31/2021
P.O. # :

===== CHARGE DETAIL =====

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
LCRA BILLING COST-COUNTY	0.00		0.00	39,549.33

LCRA charges for Round Mountain

*****THANK YOU *****

TOTAL DUE : 39,549.33

B



July 29, 2021

Dear Dispatch Center Partnering Agency:

Enclosed you will find your entity's portion of the current billing of LCRA expenditures and anticipated costs for Fiscal Year 2021/2022. For your convenience we have enclosed several supporting documents as described below:

- 1) Total cost and breakdown by entity. Amounts in yellow are the costs that have been paid to date and included with this billing.
- 2) Attachment C from the Interlocal Cooperation Agreement between LCRA and the City of Brownwood which outlays how the billing from LCRA will occur.
- 3) Exhibit A, Table A from the Interlocal Cooperation Agreement between LCRA and the City of Brownwood which breaks down the site services and equipment cost billed by LCRA.
- 4) Exhibit A, Table B from the Interlocal Cooperation Agreement between LCRA and the City of Brownwood which breaks down the dispatch services and equipment costs billed by LCRA. (This amount reduced in calculations by the amount of the grant received from the WCTCOG.)
- 5) Payment information for 1st installment to LCRA including copy of Check #243807 and Invoice #TCI0006646.
- 6) Payment information for 2nd installment to LCRA including copy of Check #245285 and Invoice #TCI0006811.
- 7) Interlocal Cooperation Agreement which describes the cost sharing structure for personnel, equipment, and infrastructure between the Brown County entities (Article III, A., B. and C.)
- 8) Personnel Costs for 2021/2022 based upon 2020 Calls for Service Percentage.

Additionally, as per the Interlocal Cooperation Agreement, the City of Brownwood shall provide, in writing, the annual anticipated personnel, equipment purchases, equipment maintenance, an infrastructure costs to the Parties at least sixty (60) days prior to the end of the Fiscal Year. See the anticipated costs below:

7

Portions paid directly to LCRA:

Total	City @ 60.5%	Other Entities
Round Mountain	\$337,223	\$220,170.24
Dispatch (\$374,002 less grant of \$169,989)	\$123,428	\$80,585.14
Radios	\$652,206	(bwd only)
	\$1,112,857	\$300,755.37

Grant \$169,989
 TOTAL LCRA \$1,583,601

For LCRA Billing:

Brownwood	60.50%	\$90,978.50
Brown County	26.30%	\$41,849.33
Early	10.60%	\$15,940.03
Bangs	2.60%	\$3,909.82
		<u>\$150,377.69</u>

Total Cost paid to date: \$150,377.69

Portion paid by City of Bwd for Tower/Site Prep to be billed to other entities:

Site Improvements to RM	\$ 61,493.00
Tower Remediation	\$ 76,609.29
Chairs for dispatch	\$ 6,500.00
	<u>\$ 144,602.29</u>

For Tower/Site Prep Billing:

Brownwood	60.50%	\$87,484.39
Brown County	26.30%	\$38,030.40
Early	10.60%	\$15,327.84
Bangs	2.60%	\$3,759.66
		<u>\$144,602.29</u>

Paid	25%	25%	10%
11/25/2020	\$55,042.56	\$55,042.56	\$88,068.09
04/21/2021	\$20,146.28	\$20,146.28	\$32,234.05
	\$75,188.84	\$75,188.84	\$120,302.15
Totals			\$30,075.54

300,755.37
 21.5% of 50%
 21.37% of 40% = 26.3% of 10%
 31,635.47 \$ 7,909.87
 300,755.37 x 26.3% = 79,098.67

Red - M... town...
 pd. Sept 7, 21



ATTACHMENT C

ADDITIONAL SERVICES PROPOSAL

LCRA and City of Brownwood, TX

CUSTOMER: City of Brownwood
501 Center Avenue
Brownwood, TX 76804

This Additional Services Proposal, as further described in the Scope of Work attached hereto, is issued under and subject to that certain Interlocal Cooperation Agreement for Mobile Radio Services and Equipment between the Parties listed above (the "Interlocal Agreement"). This Additional Services Proposal, as further described in the Scope of Work attached, is further subject to the Terms and Conditions attached hereto.

In the event of any conflict or inconsistency between the terms and provisions of this Additional Services Proposal and Scope of Work description and the terms and provisions of the Interlocal Agreement, with respect to the Project(s) identified below only, the terms and provisions of this Additional Services Proposal and Scope of Work description shall control

PROJECT: Brownwood 700 MHz System, Tower Site, Dispatch, Radios

DATE SUBMITTED: 09/10/2020

ADDITIONAL SERVICES: The project is further described in this Scope of Work: Project and Services Description and Exhibits A and Exhibit B attached hereto.

SCHEDULE:

Begin: The City of Brownwood and LCRA will set a mutually agreeable start of work following execution of this Additional Services Proposal and as further described in the Scope of Work attached hereto.

Completion: This Project will end when all services contemplated hereunder have been successfully completed, or this Additional Services Proposal has been terminated.

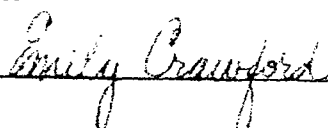
PRICE:

Total Cost: See Exhibit A

Billing Method: Notwithstanding anything to the contrary in the Interlocal Agreement or this Additional Services Proposal, City of Brownwood will be invoiced on the following terms for this Project: 25% of the total Project price at execution of this Additional Services Proposal, 25% of the total Project price upon site and dispatch console equipment being delivered to LCRA for staging, 40% of the total Project price once equipment has been installed and the radios and all equipment have been delivered to the City, and the final 10% of the total Project price upon Acceptance. "Acceptance" shall mean thirty (30) calendar days without any major interruption in radio service after installation of the Project equipment and facilities described herein has been completed.

City of Brownwood, TX

By: Emily Crawford

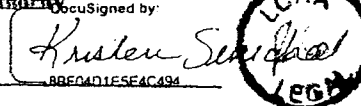


Title: City Manager

Date: September 22, 2020

Lower Colorado River Authority DocuSigned by:

By: Kristen Senechal



Title: Executive VP, Transmission

Date: 9/25/2020



CONFIDENTIAL

Exhibit A,
Table A:

Round Mountain

Site Services and Equipment Cost	Price
Hardware	\$438,996
5 Channel P25 PII Site Equipment	\$331,912
Harris P25 HWFC and SWFX	\$ 12,587
Antennas, Combiner, Multi-coupler, TTA, Coax, Radio	\$ 37,175
Transport MW, Two 6 ft. microwave to DPS and Brown Sub MW	\$ 55,000
Lease line Hardware	\$ 2,322
<i>(Brownwood to provide: HVAC, UPS, 20KVA Generator propane, Transfer Switch, Site Prep Construction, Site Prep Electrical \$69,500) LCRA assumes responsibility for grounding shelter.</i>	
Engineering / Licensing	\$54,784
Channel Frequency licensing (new 700MHz Site)	\$16,538
Engineering	\$38,246
Labor / Installation	\$63,613

* Please note that the foregoing is a fixed price agreement.

X 26.3% 146,594.36

10



CONFIDENTIAL

Exhibit A,

Table B:

Dispatch Services and Equipment Costs	Price
Hardware	\$320,289
Five (5) Zetron Dispatch consoles - 4 at LEC and 1 at EOC	
Max Standard Workstation Bundle Position, 1 work station PC, 1 media dock, 2 speakers and Power supply.	
Base Software licenses, Qty. 5.	\$72,809
Workstation Software Licenses, individual call feature set, call alert, radio check radio monitor, tone signaling, paging, instant call and stacked paging, short term audio play back:	\$ 30,507
Workstation hardware options, six wire headset top-10, noise cancelling, dual prong adapter, Desktop microphone-5, foot switch, cable for speakers	\$ 18,216
Max Radio Gateway for 20 radios and Max system hardware	\$ 67,052
Rack mounting equipment, power supply	\$ 5,953
23" Monitors-5 and 24 port gigabit switch for high availability network, system documentation, Max-PSP	
Remote configuration Services	\$ 12,761
Extended Warranty package, 1 yr. software, 1 yr. hardware	\$ 7,875
20 Radios - 4 VHF and 16 700 for Consoles and Conv. Interface-2	\$73,273
Misc. Materials and Antennas and Conventional Interfaces	\$31,843
Engineering	\$19,215
Labor / Installation	\$34,498

* Please note that the foregoing is a fixed price agreement.

Grant
From WCTCOG 316,989.00

204,013.00

x 26.3%
\$53,655.42

Brown County
Share

CRAMER MARKETING 806-971-7310

CITY OF BROWNWOOD
VENDOR: 22122 LCRA

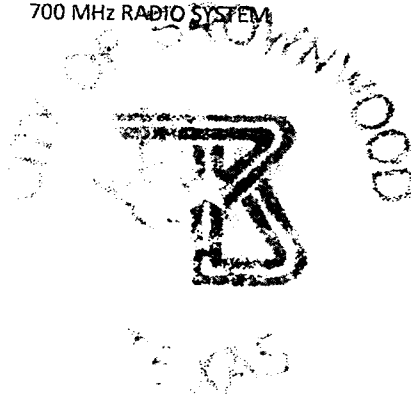
11/25/2020

243807
Chk #: 243807

DATE **INVOICE #** **PO #**
11/19/2020 TC10006646

DESCRIPTION
700 MHz RADIO SYSTEM

AMOUNT
395,900.25



CHECK TOTAL 395,900.25

FOLD

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. THERMOCHROMIC INK ON BACK.



CITY OF BROWNWOOD
Pooled Cash Fund
P.O. Box 1389
Brownwood, TX 76804-1389
(325) 646-5775

CITIZENS NATIONAL BANK
BROWNWOOD, TX 76804
VOID AFTER 90 DAYS

243807
243807

11/25/2020

\$395,900.25

Security features included. Details of bank.

w223320700 \$0

PAY: ---Three Hundred Ninety Five Thousand Nine Hundred Dollars and 25/100 Cents---

TO THE ORDER OF: LCRA
ENVIRONMENTAL LABORATORY SERVICES
P.O. BOX 301142
DALLAS, TX 75303-1142

⑈ 243807⑈ ⑆ 1119015801 0409345⑈

See Other Side For Opening Instructions



CITY OF BROWNWOOD
P.O. Box 1389
Brownwood, TX 76804-1389
(325) 646-5775

LCRA
ENVIRONMENTAL LABORATORY SERVICES
P.O. BOX 301142
DALLAS, TX 75303-1142

12



INVOICE

Invoice Number: TCI0006846
 Invoice Date: 11/19/20
 Page: 1 of 1

Remit To: Lower Colorado River Authority
 P.O. Box 301142
 Dallas TX 75303-1142

Customer No: 100626
 Payment Terms: Net 30
 Due Date: 12/19/20

Bill To: CITY OF BROWNWOOD 0250002
 ATTN: ACCOUNTS PAYABLE
 PO BOX 1389
 BROWNWOOD, TX 76804

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	700 MHz Radio System	1.00	EA	395,900.25	395,900.2
Subtotal:					395,900.2
AMOUNT DUE:					\$395,900.2

This invoice is for the first progress payment for the new 700 MHz Radio System as agreed to in the Scope of Work dated September 22, 2020.

IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE, PLEASE CONTACT AMANDA HUSTON @ 800-776-5272, EXT. 3002 or (512) 793-3002, THANK YOU.

A minimum late payment penalty of 12% per year will be due on the past due balance.

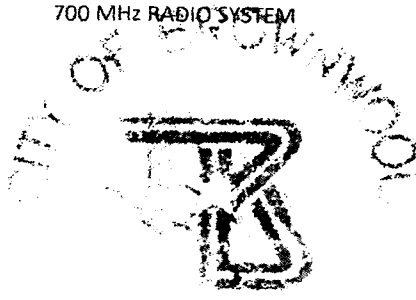
Unpaid portions of the invoice may be subject to a late charge of 1% per month.

CRAMER MARKETING 808-371-7310

CITY OF BROWNWOOD
VENDOR: 22122 LCRA

04/01/2021 **245285** # 245285
AMOUNT
395,900.25

DATE INVOICE # PO # DESCRIPTION
3/25/2021 TCI0006811 700 MHz RADIO SYSTEM



CHECK TOTAL 395,900.25

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. THERMOCHROMIC INK ON BACK.



CITY OF BROWNWOOD
Pooled Cash Fund
P.O. Box 1389
Brownwood, TX 76804-1389
(325) 646-5775

CITIZENS NATIONAL BANK
BROWNWOOD, TX 76804
VOID AFTER 90 DAYS

245285

04/01/2021

\$395,900.25

PAY: ---Three Hundred Ninety Five Thousand Nine Hundred Dollars and 25/100 Cents---

TO THE LCRA
ORDER ENVIRONMENTAL LABORATORY SERVICES
OF: P.O. BOX 301142
DALLAS, TX 75303-1142

⑈ 245285⑈ ⑆ 111901580⑆ 0405345⑈

See Other Side For Opening Instructions



CITY OF BROWNWOOD
P.O. Box 1389
Brownwood, TX 76804-1389
(325) 646-5775

LCRA
ENVIRONMENTAL LABORATORY SERVICES
P.O. BOX 301142
DALLAS, TX 75303-1142

14



INVOICE

Invoice Number: TC10006811
 Invoice Date: 03/25/21
 Page: 1 of 1

Remit To: Lower Colorado River Authority
 P.O. Box 301142
 Dallas TX 75303-1142

Customer No: 100626
 Payment Terms: Net 30
 Due Date: 04/24/21

Bill To: CITY OF BROWNWOOD 0250002
 ATTN: ACCOUNTS PAYABLE
 PO BOX 1389
 BROWNWOOD, TX 76804

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	700 MHz Radio System	1.00	EA	395,900.25	395,900.25
Subtotal:					395,900.25

AMOUNT DUE: \$395,900.25

This invoice is for the second progress payment, of 25%, for the new 700 MHz Radio System as agreed to in the Scope of Work dated September 22, 2020.

IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE, PLEASE CONTACT AMANDA HUSTON @ 800-776-5272, EXT. 3002 or (512) 793-3002, THANK YOU.

A minimum late payment penalty of 12% per year will be due on the past due balance.

Unpaid portions of the invoice may be subject to a late charge of 1% per month.

ACCOUNTING

MAR 30 RECD

CITY OF BROWNWOOD

31 5-3108-60 ✓ *[Signature]*

15

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF BROWNWOOD, BROWN COUNTY, THE CITY OF EARLY AND
THE CITY OF BANGS FOR DISPATCH SERVICES**

This Interlocal Cooperation Agreement made and entered into as of the 1st day of October, 2020 (the "Effective Date"), by and between the City of Brownwood (hereinafter "Brownwood"), Brown County (hereinafter the "County"), the City of Early (hereinafter "Early"), and the City of Bangs (hereinafter "Bangs"), each acting by and through its governing body, pursuant to and under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The undersigned Local Governments may sometimes be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and

WHEREAS, the Parties are local governments as that term is defined by Chapter 791 of the Government Code; and

WHEREAS, the Parties have determined that it would be in the best interests of the Parties and the citizens of each for Brownwood to staff, provide the necessary equipment, infrastructure and maintenance to operate a centralized dispatch center and 911 Public Safety Answering Point at the Joint Law Enforcement Center that provides dispatch services for the Parties, and the Parties to share in the costs to operate the dispatch center and 911 Public Safety Answering Point; and

WHEREAS, the Parties, acting by and through its governing bodies, adopt the foregoing premises as findings of said governing bodies; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, agreements, obligations and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

**ARTICLE I
PURPOSE**

1.1 The purpose of this Agreement is to memorialize the obligations of the Parties in the operation of a centralized dispatch center by Brownwood that will provide dispatch services for all the Parties pursuant to the terms and conditions provided herein.

**ARTICLE II
OPERATION OF DISPATCH CENTER AND 911 PUBLIC SAFETY ANSWERING POINT**

2.1 Brownwood agrees to operate a centralized dispatch center (the "Dispatch Center") at the Joint Law Enforcement Center for the benefit of the Parties and provide and pay for adequate personnel, equipment, infrastructure, maintenance of all equipment and infrastructure, along with all operational fees needed to support the Dispatch Center, in exchange for each of the Parties paying its share of the costs to operate the dispatch center as provided in Article III, paragraph 3.1.

2.2 Brownwood agrees to continue to be the 911 Public Safety Answering Point ("PSAP") for Brown County, Texas, in exchange for each of the Parties paying its share of the annual costs to employ 911 call-taker/dispatch personnel as provided in Article III, paragraph 3.3.

2.3 This Agreement acknowledges that Brownwood will have full authority and responsibility for the operation of the Dispatch Center and the 911 PSAP. The employees of the Dispatch Center and the Dispatchers employed to perform 911 PSAP will be employees of Brownwood and subject to the personnel policies of Brownwood.

**ARTICLE III
SHARING OF COSTS TO OPERATE DISPATCH CENTER
AND 911 PUBLIC SAFETY ANSWERING POINT**

3.1 **Dispatch Center Costs:** The Parties agree to share and pay Brownwood the following annual costs to operate the Dispatch Center in accordance with the following percentages which are established by the number of dispatch calls for service ("CFS") in the preceding calendar year attributable to each Party. The percentages stated herein are based upon CFS in calendar year 2019 and the percentages will be adjusted annually, effective October 1, of each year during the term of the Agreement, based upon CFS in each preceding calendar year. The amount of costs subject to cost-sharing as provided herein shall be provided to the Parties each year, no later than sixty (60) days prior to the end of the Fiscal Year. "Fiscal Year" is defined as October 1 thru September 30.

Party	Percentage of CFS
Brownwood	60.5%
Brown County	26.3%
Early	10.6%
Bangs	2.6%

Please note that any CFS related to Brown County Water Improvement District, Texas Department of Public Safety, Texas Parks and Wildlife or other law enforcement agency or volunteer fire department located outside the city limits of Brownwood, Early and Bangs shall be assigned to Brown County for purposes of the calculation of percentage of CFS.

The annual costs for Brownwood to operate the Dispatch Center shall include the following costs:

A. **Personnel Costs:** The personnel costs are based upon 66.67% of the personnel costs for sixteen (16) dispatchers and 100% of the personnel costs for two receptionists (1 full-time and 1 part-time) budgeted annually by Brownwood to staff the Dispatch Center. The personnel costs for the first year of the Agreement are based on the personnel costs budgeted by Brownwood to staff the Dispatch Center for Fiscal Year 2020-2021, i.e., \$963,023.00 (which includes the salaries and benefits for all dispatchers, i.e., \$908,280.00 and the salaries and benefits for two receptionists, i.e., \$54,743.00). After multiplying the personnel costs for dispatchers times 66.67% and personnel costs for two receptions times 100%, the total personnel costs to be shared by the Parties equals \$660,293.00 (the "Personnel Costs"). Brownwood currently employs seventeen (17) full-time employees and one (1) part-time employee in the Dispatch Center comprised of the following positions: one (1) full-time Dispatch Supervisor, fifteen (15) full-time dispatchers/call takers, one (1) full-time receptionist call takers and one (1) part-time receptionist call takers. The Personnel Costs may be adjusted each year by Brownwood based upon the staffing needs of

the Dispatch Center and any salary and benefit increases for those employees, subject to the provisions contained in paragraph 3.4. For each year of the Agreement, Brownwood shall provide, in writing, the annual anticipated Personnel Costs to the Parties at least sixty (60) days prior to the end of the Fiscal Year.

B. **Equipment Purchases and Maintenance Costs:** Brownwood has purchased, or is purchasing, four (4) dispatch consoles for Dispatch Center and one (1) dispatch console for the Emergency Operations Center ("EOC") and other furniture and equipment at a cost of \$374,002.00, less a grant from the West Central Texas Council of Governments ("WCTCOG") in the amount of \$169,989.00, for a total equipment purchase cost of \$204,013.00 (the "Equipment Purchase Costs"). Maintenance shall be provided by the equipment vendor at a cost of \$0.00 for Fiscal Year 2020-2021 (the "Equipment Maintenance Costs"). The total Equipment Purchase Costs and Equipment Maintenance Costs for the first year of the Agreement is \$204,013.00. The Equipment Purchase Costs and Equipment Maintenance Costs shall be adjusted each year by Brownwood based upon the equipment and maintenance needs of the Dispatch Center and the costs to meet those needs, subject to the provisions contained in paragraph 3.4. For each year of the Agreement, Brownwood shall provide, in writing, the annual anticipated Equipment Purchase Costs and the Equipment Maintenance Costs to the Parties at least sixty (60) days prior to the end of the Fiscal Year.

C. **Infrastructure Costs:** Brownwood operates a communications tower at Round Mountain (the "Round Mountain Site"), upon which it places antennae, a T-1 communications line and other communications equipment and structures (the "Communications Equipment") to support communications for the Dispatch Center. The costs to purchase and install Communication Equipment, make improvements to the communications tower, maintenance costs for the communications tower and Communications Equipment and otherwise operate the Round Mountain Site for the first year of the Agreement is \$701,893.00 (the "Infrastructure Costs"). The Infrastructure Costs shall be adjusted each year by Brownwood based upon the infrastructure needs of the Dispatch Center and the costs to meet those needs, subject to the provisions contained in paragraph 3.4. For each year of the Agreement, Brownwood shall provide, in writing, the annual anticipated Infrastructure Costs to the Parties at least sixty (60) days prior to the end of the Fiscal Year.

D. **Operational Fees:** Brownwood shall pay the following operational fees (the "Operational Fees") to support the Dispatch Center: (i) five (5) dispatch console service fees at a cost of \$50.00 per console per month for an annual total of \$3,000.00. Total Operational Fees that are subject to cost sharing are \$3,000.00. The Operational Fees shall be adjusted each year by Brownwood based upon the operational fees needed to support the Dispatch Center and the costs to meet those needs, subject to the provisions contained in paragraph 3.4. For each year of the Agreement, Brownwood shall provide, in writing, the annual anticipated Operational Fees to the Parties at least sixty (60) days prior to the end of the Fiscal Year. In addition, but not subject to cost sharing, (i) Brownwood shall pay for one (1) conventional interface for the Brownwood Fire Department at a monthly cost of \$50.00 for an annual total of \$600.00; and (ii) Brown County shall pay for one (1) conventional interface for the Sheriff's Department at a monthly cost of \$50.00 for an annual total of \$600.00.

3.2 **Payment of Shared Costs:** The Parties agree to pay their percentage of the annual costs on the following basis:

Personnel Costs shall be paid on a pro-rata monthly basis due on the 10th day of each month;

Equipment Purchase Costs shall be billed to the Parties as Brownwood incurs the cost from the vendor and shall be paid within thirty (30) days after receipt of invoice from Brownwood;

Equipment Maintenance Costs shall be billed to the Parties as Brownwood incurs the cost from the vendor and shall be paid within thirty (30) days after receipt of invoice from Brownwood.

Operational Fees shall be billed to the Parties as Brownwood incurs the cost from the vendor and shall be paid within thirty (30) days after receipt of invoice from Brownwood.

3.3 911 PSAP Costs: The Parties agree to share and pay Brownwood the following annual costs to operate the 911 PSAP in accordance with the following percentages which are established by the per capita population attributable to each Party in the preceding calendar year. The 911 PSAP costs are based upon 33.33% of the personnel costs incurred annually by Brownwood to staff the Dispatch Center with dispatchers/call takers ("Call Takers"). The personnel costs for the first year of the Agreement are based on the personnel costs budgeted by Brownwood to staff the Dispatch Center with Call Takers for Fiscal Year 2020-2021 in the amount of \$908,280.00, which includes the salaries and benefits for all Call Takers, multiplied by 33.33%, which equals \$302,730.00 (the "Call Taker Personnel Costs"). Brownwood currently employs sixteen (16) full-time employees in the Dispatch Center who perform Call Taker duties: one (1) full-time Dispatch Supervisor and fifteen (15) full-time dispatchers/call takers. The Call Taker Personnel Costs may be adjusted each year by Brownwood based upon the staffing needs of the Dispatch Center and any salary and benefit increases for those employees, subject to the provisions contained in paragraph 3.4. For each year of the Agreement, Brownwood shall provide, in writing, the annual anticipated Call Taker Personnel Costs to the Parties at least sixty (60) days prior to the end of the Fiscal Year. The percentages stated herein are based upon the population of each Party at the end of calendar year 2019 and the percentages will be adjusted annually, effective October 1, of each year during the term of the Agreement, based upon population at the end of the preceding calendar year using interim census data.

Party	Population	Percentage
Brownwood	19,288	50.62%
Brown County	14,063	36.9%
Early	2,762	7.25%
Bangs	1,603	4.21%
Blanket*	390	1.02%

*Blanket is not a party to this Agreement but they will be responsible to pay their share of the 911 PSAP Costs.

The Parties agree to pay their percentage of the Call Taker Personnel Costs on a pro-rata monthly basis due on the 10th day of each month.

3.4 Maximum Annual Adjustment for Costs. In the event that the annual adjusted costs for all Personnel Costs, Equipment Purchases and Maintenance Costs, Infrastructure Costs, Operational Fees and 911 PSAP Costs do not exceed twenty-five (25%) of the previous year's costs for these expenses, cumulatively, then the adjusted costs shall go into effect automatically during the next Fiscal Year, without

the consent of the Parties. In the event that the adjusted costs for all Personnel Costs, Equipment Purchases and Maintenance Costs, Infrastructure Costs, Operational Fees and 911 PSAP Costs exceed twenty-five (25%) of the previous year's costs for these expenses, cumulatively, then Brownwood must obtain the consent and approval of the Parties for costs that exceed 25%, prior to the adjusted costs in excess of 25% going into effect during the next Fiscal Year. In the event that one or more of the Parties do not consent and approve the costs in excess of 25% for the next Fiscal Year, the costs in excess of 25% will only be shared by the Parties that consent and approve those costs. Regardless of whether or not the costs in excess of 25% are consented to and approved for the next Fiscal Year, the costs in excess of 25% shall be used to figure the annual costs for the following Fiscal Year.

3.5 Unexpected Costs: The Parties recognize that certain costs may be incurred by Brownwood for Personnel Costs, Equipment Purchase Costs, Equipment Maintenance Costs, Infrastructure Costs, Operational Fees and 911 PSAP Costs that are not anticipated and/or budgeted. In addition, certain costs may be incurred by Brownwood for costs that are not described herein to support the Dispatch Center and the 911 PSAP Costs. In that event, Brownwood shall provide notice to the Parties of the unexpected expense and shall invoice the Parties for the additional costs and the Parties agree to pay for such costs in accordance with the percentages and payment schedule as provided herein.

ARTICLE IV ADVISORY COMMITTEE

A Dispatch Advisory Committee is hereby created, consisting of the following representatives from the Parties and entities: the Brownwood Chief of Police or designee; the Brown County Sheriff or designee; the Early Chief of Police or designee; the Bangs Chief of Police or designee; the Brownwood Fire Chief or designee; the Early Fire Chief or designee; a representative of the Brown County Volunteer Fire Departments or designee; the Brown County Emergency Management Coordinator or designee, and the City of Brownwood Dispatch Supervisor. The purpose of this Committee is to monitor and discuss dispatch operations, service concerns and call volumes for each entity. The Committee would meet quarterly or as needed. The Committee would not be responsible for personnel matters since all employees performing dispatch services under this Agreement would be City employees. The Brownwood Chief of Police shall present quarterly, or as needed, financial reports on staffing, equipment, infrastructure and other costs to operate the Dispatch Center.

ARTICLE V TERM

The term of this Agreement shall commence on the Effective Date and expire September 30, 2030 (the "Original Term"). The Agreement may be extended upon the mutual agreement of the Parties. This Agreement shall remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement and may be extended by the mutual agreement of the parties.

ARTICLE VI TERMINATION

6.1 **Termination for Breach:** If any Party commits a breach of any provision of this Agreement, this Agreement may be terminated by a non-breaching party upon providing thirty (30) days written notice to the breaching party, except that if the breaching party cures the breach within the thirty (30) day period, the right of the non-breaching party to terminate this Agreement does not accrue.

6.2 **Termination for Convenience:** If any Party desires to terminate the Agreement for any reason other than a breach as set forth in paragraph 6.1, the Party must give the other Parties twelve (12) months prior written notice. Notwithstanding the foregoing, Brownwood shall not have the right to terminate for convenience under this paragraph 6.1 until five (5) years have elapsed under the Original Term. Following termination for convenience by a Party, that Party shall no longer receive services from the Dispatch Center and, other than obligations due and owing prior to the date of termination, shall have no further liability to Brownwood or the other Parties. Brownwood will not reimburse any costs to the Party terminating the Agreement for convenience and all equipment and infrastructure shall remain the sole property of Brownwood.

ARTICLE VII CURRENT REVENUE; FAIR COMPENSATION

The Parties warrant that all payments, expenditures, fees, costs, and disbursements, if any, require of it hereunder or required by any other agreements, contracts and documents executed, adopted or approved pursuant to this Agreement, shall be paid from current revenues available to the paying Party. The Parties warrant that no debt is created by this Agreement and that any debt created through a purchase shall be the sole obligation of the purchasing Party and no obligation or liability for such debt shall be a liability or obligation of the other Parties. Further, the Parties warrant and agree that the exchange of services provided herein, and the compensation each Party is receiving therefore, are in an amount that fairly compensates the performing Party for the services performed in this Agreement.

ARTICLE VIII MISCELLANEOUS

(a) This Agreement is not intended to create a joint enterprise. By entering this Agreement, the Parties are undertaking a governmental function or service the purpose of which is to further the public good.

(b) Each Party shall retain supervision and control of its own employees at all times while performing this Agreement and no employee of one entity shall be considered a borrowed servant of the other entity for Worker's Compensation purposes or for any other reason. Brownwood agrees that all persons employed by it to furnish services hereunder are employees, agents or representatives of Brownwood and not the other Parties.

(c) The Parties hereby agree that this Agreement constitutes an agreement for providing services to each other, which is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code and any successor statute(s). In accordance with Sections 271.152 and 271.153 of the Texas Local

Government Code, the Parties hereby waive any constitutional, statutory or common law right to sovereign or governmental immunity from liability or suit for purposes of adjudicating a claim for breach of contract.

(d) In the event that any portion of this Agreement be found contrary to law, it is the intent of the Parties hereto that the remaining portions shall be valid and remain in full force and effect to the greatest extent allowable by law.

(e) This Agreement supersedes any prior agreements entered into by and between the parties regarding the subject of this Agreement.

(f) Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement shall be exclusively in Brown County, Texas, and any court of competent jurisdiction shall interpret this Agreement in accordance with the laws of the State of Texas.

(g) This Agreement shall not be amended unless such amendment is executed by the duly authorized representatives of each Party in writing.

(h) The undersigned officers and/or agents of the Parties hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the Parties hereto.

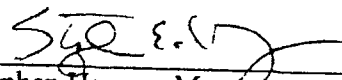
(i) This Agreement may be executed separately by the Parties, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Executed this 22nd day of September 2020.

{SIGNATURE PAGE TO FOLLOW}

THE CITY OF BROWNWOOD, TEXAS

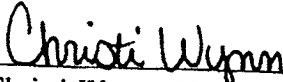
BROWN COUNTY, TEXAS

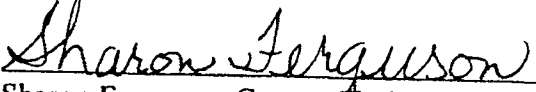
By: 
Stephen Haynes, Mayor

By: 
Paul D. Lilly, County Judge
Joel Kelton

Attest:

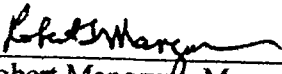
Attest:


Christi Wynn, City Secretary


Sharon Ferguson, County Clerk

THE CITY OF EARLY, TEXAS

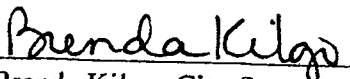
THE CITY OF BANGS, TEXAS

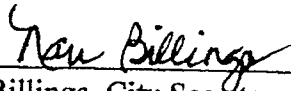
By: 
Robert Mangrum, Mayor

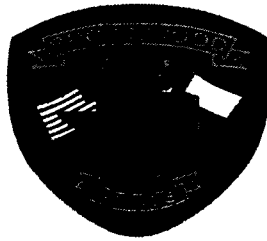
By: 
Eric Bishop, Mayor Pro Tem
Maria Craddock

Attest:

Attest:


Brenda Kilgo, City Secretary


Nan Billings, City Secretary



Personnel Cost for 2021/2022

Dispatch Center cost share @ 66.67% of 16 dispatchers and 100% of 2 receptionists

Party	Calls for Service	%	Cost to Customers
Brownwood	23,060	60.06%	\$406,893
Brown County	9186	23.93%	\$162,121
Early	4959	12.92%	\$87,530
Bangs	1186	3.09%	\$20,934

Total cost for Dispatch (minus receptionist) - \$929,666

Total receptionist cost - \$57,670

Total Cost - \$987,336

Cost share 911 PSAP for Dispatcher/Call Takers @ 33.33% based on population.

Party	Population	%	Cost
Brownwood	19,288	50.62%	\$156,850
Brown County	14,063	36.90%	\$114,337
Early	2762	7.25%	\$22,465
Bangs	1603	4.21%	\$13,045
* Blanket	390	1.02%	

*Blanket is not part of this agreement but does pay a 911 subsidy.

Total Cost Dispatcher/Call Takers - 929,666

Total Cost to Partners:

Party	Total
City of Brownwood	\$563,743
Brown County	\$276,458
City of Early	\$109,995
City of Bangs	\$33,979