

CAPITAL AREA COUNCIL OF GOVERNMENTS INTERLOCAL AGREEMENT FOR 9-1-1 GEOGRAPHIC INFORMATION SYSTEM DATABASE MANAGEMENT FY 2027

Sec. 1. Parties and Purpose

- 1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. One of CAPCOG's functions includes the operation of the Capital Area Emergency Communications District ("CAECD" or "the District") a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. On behalf of the District, CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District.
- 1.2. For the purpose of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.
- 1.3. Burnet County ("PUBLIC AGENCY") is a Texas County that has agreed to participate in maintaining and updating the district's 9-1-1 GIS database and exercises its authority under Sec. 251.013 of the Texas Transportation Code to name public roads and assigning address numbers to property located in unincorporated areas of the county.
- 1.4. CAPCOG has received funding in order to compensate the PUBLIC AGENCY for the work required to maintain and update the district's 9-1-1 GIS database.
- 1.5. The services required by PUBLIC AGENCY are available from only one responsible source and no other type of supplies or services will satisfy CAPCOG requirements. Therefore, full and open competition need not be provided.
- 1.6. This Contract is entered into under chapter 791 of the Texas Government Code.

Sec. 2. Goods and Services

- 2.1. PUBLIC AGENCY agrees to provide CAPCOG the goods and services described in Attachment A, Scope of Work in accordance with the data requirements in Attachment B and the budget as itemized in Sec. 4.

Sec. 3. Term of Contract

- 3.1. This contract begins on October 1, 2026, and ends on September 30, 2027, unless sooner terminated under Sec. 14, or extended by mutual agreement of both parties.

Sec. 4. Contract Price and Payment Terms

- 4.1. CAPCOG agrees to compensate PUBLIC AGENCY for the goods and services provided under this Contract in the amount of \$129,416.08.
- 4.2. PUBLIC AGENCY agrees to submit invoices for the exact amounts indicated, quarterly activity reports, and other documents as required to CAPCOG for deliverables outlined in Attachment A according to the following schedule:

- a. Quarterly Option:

October 1, 2026 – December 31, 2026: \$32,354.02, continuity plan, budget estimate, invoice and quarterly activity report due by close of business, Monday, January 11, 2027;

January 1, 2027 – March 31, 2027: \$32,354.02, invoice and quarterly activity report due by close of business, Monday, April 12, 2027;

April 1, 2027 – June 30, 2027: \$32,354.02, invoice and quarterly activity report due by close of business, Monday, July 12, 2027; and

July 1, 2027 – September 30, 2027: \$32,354.02, invoice and quarterly activity report due by close of business, Monday, October 11, 2027.

- b. Semi-Annual Option:

October 1, 2026 – December 31, 2026: continuity plan, budget estimate and quarterly activity report due by close of business, Monday, January 11, 2027;

January 1, 2027 – March 31, 2027: \$64,708.04, invoice and quarterly activity report due by close of business, Monday, April 12, 2027;

April 1, 2027 – June 30, 2027: quarterly activity report due by close of business, Monday, July 12, 2027; and

July 1, 2027 – September 30, 2027: \$64,708.04, invoice and quarterly activity report due by close of business, Monday, October 11, 2027.

- c. Annual Option:

October 1, 2026 – December 31, 2026: continuity plan, budget estimate and quarterly activity report due by close of business, Monday, January 11, 2027;

January 1, 2027 – March 31, 2027: quarterly activity report due by close of business, Monday, April 12, 2027;

April 1, 2027 – June 30, 2027: quarterly activity report due by close of business, Monday, July 12, 2027; and

July 1, 2027 – September 30, 2027: \$129,416.08, invoice and quarterly report due by close of business, Monday, October 11, 2027.

- 4.3. Timely submission of invoices will be considered in CAPCOG's evaluation of PUBLIC AGENCY's performance of this ILA, and CAPCOG reserves the right to reject any invoice submitted after the due date.
- 4.4. PUBLIC AGENCY agrees to certify each invoice as follows:
 - a. PUBLIC AGENCY certifies that this invoice is correct and complete, that the amount requested has not been received.
 - b. PUBLIC AGENCY agrees to submit a quarterly activity report along with each invoice in accordance with the scope of work in Attachment A. If CAPCOG determines that PUBLIC AGENCY has not met performance expectations described in Attachment A, CAPCOG will provide a written explanation to PUBLIC AGENCY, and PUBLIC AGENCY agrees to provide, within five business days, a comprehensive explanation of the performance deficiency and a plan for achieving performance targets during the next quarter.
- 4.5. CAPCOG agrees to pay PUBLIC AGENCY the amount owed on each invoice within 30 calendar days after CAPCOG determines that the PUBLIC AGENCY has fulfilled its obligations for the quarter in accordance with Attachment A.

Sec. 5. Independent Public Agency

- 5.1. PUBLIC AGENCY is not an employee or agent of CAPCOG, but it performs this contract solely as an independent contractor.

Sec. 6. Assignment and Subcontracting

- 6.1. Except as described herein, PUBLIC AGENCY may not assign its rights or subcontract its duties under this contract without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this Sec. 6.1 is void.
- 6.2. If CAPCOG consents to PUBLIC AGENCY's subcontracting of duties, each subcontract is subject to all the terms and conditions of this ILA, and PUBLIC AGENCY agrees to furnish a copy of this ILA to each subcontractor and furnish, upon request, a copy of PUBLIC AGENCY's contract with any subcontractor to CAPCOG.
- 6.3. If PUBLIC AGENCY wishes to assign the role of project representative to anyone other than a PUBLIC AGENCY employee to serve as its project representative for this ILA, it shall provide documentation to CAPCOG that the subcontractor consents to serve in this capacity.

Sec. 7. Liability Insurance

- 7.1. PUBLIC AGENCY agrees to maintain throughout the term of this contract sufficient insurance coverage to meet the following requirements:
 - a. Commercial general liability insurance with the minimum coverages of \$100,000 for each occurrence, \$300,000 annual aggregate, and \$100,000 excess liability coverage.
 - b. Texas workers' compensation insurance with coverage satisfying the statutory requirements plus Employers' Liability insurance with minimum coverages per

- employee of \$100,000 for bodily injury and \$300,000 for disease for each accident; and
- c. Comprehensive automobile liability insurance with limits of at least \$300,000 combined single limit for bodily injury and property damage for each occurrence.
 - d. If PUBLIC AGENCY's insurance policies are not written for amounts specified above, PUBLIC AGENCY shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it shall follow the form of the primary coverage.
- 7.2. PUBLIC AGENCY agrees to name CAPCOG as an additional insured on each of the insurance policies, except the worker's compensation policy, maintained under Sec. 7.1.2. Each of PUBLIC AGENCY's insurance policies maintained under Sec. 7.1 must contain provisions (1) that the SUBRECIPIENT will notify CAPCOG least 30 calendar days in advance of (i) cancellation or nonrenewal of the policy, (ii) or any reduction in the policy amounts., and (iii) deletion of CAPCOG as an additional insured; and waivers of subrogation in CAPCOG's favor.
- 7.3. PUBLIC AGENCY agrees to furnish CAPCOG a copy of the declarations page or a certificate of insurance for each insurance policy maintained under Sec. 7.1 within 30 calendar days after the effective date of this contract.

Sec. 8. Indemnification

- 8.1. PUBLIC AGENCY agrees at its own expense to defend CAPCOG, its governing body members, officers, employees, and agents against any claim, suit, or administrative proceeding, and to indemnify them against any liability (including all expenses and reasonable counsel fees incurred), to the extent arising out of any intentional, grossly negligent, or negligent act or omission of PUBLIC AGENCY's governing body member, officer, employee, or agent under this contract.
- 8.2. If PUBLIC AGENCY is served with process in a suit or proceeding described in Sec. 8.1, PUBLIC AGENCY agrees promptly to furnish CAPCOG with a copy of the process.
- 8.3. PUBLIC AGENCY agrees that its obligations under Secs. 8.1 and 8.2 apply to causes of action accruing during the term of this contract, and that for this purpose the obligations will survive the ending or early termination of this contract.

Sec. 9. Records and Inspections

- 9.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance, costs, and receipts under this contract. PUBLIC AGENCY agrees to maintain these records at PUBLIC AGENCY's office address described in Attachment C.
- 9.2. Subject to the additional requirement of Sec. 9.3, PUBLIC AGENCY agrees to preserve the records for five years after receiving its final payment under this contract.
- 9.3. If an audit of or information in the records is disputed or the subject of litigation, PUBLIC AGENCY agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.
- 9.4. CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this contract for as long as they are preserved.
- 9.5. CAPCOG is also entitled to visit PUBLIC AGENCY's offices and talk to its personnel during normal business hours to assist in evaluating its performance under this contract.

Sec. 10. Proprietary or Confidential Information

- 10.1. All information in CAPCOG's possession is public information and is subject to disclosure to third parties upon request, unless exempted from disclosure by the Texas Public Information Act.
- 10.2. If PUBLIC AGENCY believes that information it submits to CAPCOG is proprietary or confidential and is not disclosable to a third party, PUBLIC AGENCY must clearly mark the information as proprietary or confidential and inform CAPCOG in writing that PUBLIC AGENCY will contest disclosure of the information if disclosure is requested under the Texas Public Information Act.
- 10.3. If the allegedly proprietary or confidential information is clearly marked as such and CAPCOG was informed of PUBLIC AGENCY's desire to keep the information confidential, CAPCOG agrees to use the information only in performing this contract and to take reasonable precautions to protect the information from unauthorized disclosure to third parties. CAPCOG agrees to refuse to disclose the information, if requested to do so under the Texas Public Information Act, and instead to request an Attorney General's decision on whether the information may be disclosed. CAPCOG agrees to inform PUBLIC AGENCY of any request for disclosure of the information under the Texas Public Information Act.
- 10.4. CAPCOG's sole obligation to protect allegedly proprietary or confidential information submitted by PUBLIC AGENCY is described in this Sec. 10.

Sec. 11. Intellectual Property

- 11.1. For purposes of this Sec. 11, "intellectual property" means a discovery or invention for which patent, trademark, or trade secret rights may be acquired; designs, plans, maps, computer programs, reports, manuals, or other copyrightable materials; and any other materials in which intellectual property rights have been or may be acquired.
- 11.2. Unless specifically identified in accordance with Sec. 11.3, CAPCOG will hold an exclusive right to all intellectual property produced under this contract.
- 11.3. If PUBLIC AGENCY creates intellectual property in the performance of this contract or purchases intellectual property with contract funds, PUBLIC AGENCY shall promptly notify CAPCOG of the creation or purchase and supply CAPCOG with sufficient technical detail to identify the property and describe its likely applications.
- 11.4. CAPCOG reserves an irrevocable, nonexclusive, and royalty-free right to use, reproduce, copy, sell, or license, and to license others to use, reproduce, copy, sell, or license, for a governmental purpose, any intellectual property created in the performance of this contract and to use, reproduce, or copy data purchased with contract funds.

Sec. 12. Applicable Law

- 12.1. In carrying out this contract, PUBLIC AGENCY agrees to comply with all applicable laws. This Contract is governed by and shall be construed in accordance with the laws of the State of Texas.
- 12.2. To the extent that conditions are attached to any source of funding that CAPCOG uses to pay for this contract flows down to sub-contracts, those provisions also apply to this contract.

Sec. 13. Suspension or Termination of Contract for Unavailability of Funds

- 13.1. PUBLIC AGENCY acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may suspend its payment obligations under or terminate this contract in whole or part if CAPCOG learns that funds to pay for all or part of the goods or services will not be available at the time of delivery or performance. If CAPCOG suspends or terminates only part of this contract for unavailability of funds, PUBLIC AGENCY agrees to perform the unsuspended or unterminated part if CAPCOG so requests.
- 13.2. CAPCOG suspends or terminates this contract for unavailability of funds by giving PUBLIC AGENCY notice of the suspension or termination, as soon as it learns of the funding unavailability, specifying the suspension or termination date, which may not be fewer than 10 business days from the notice date, and describing the part or parts suspended or terminated. The contract is suspended or terminates on the specified termination date.
- 13.3. If this contract is suspended or terminated for unavailability of funds under this Sec. 13, PUBLIC AGENCY is entitled to compensation for the services it performed before it received notice of suspension or termination. However, CAPCOG is not liable to PUBLIC AGENCY for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of suspension or termination.

Sec. 14. Termination for Breach of Contract

- 14.1. If PUBLIC AGENCY or CAPCOG breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Sec. 14.
- 14.2. Termination for breach under this Sec. does not waive either party's claim for damages resulting from the breach.

Sec. 15. Suspension or Termination of Contract for Convenience

- 15.1. CAPCOG may, upon providing at least 10 days' written notice to PUBLIC AGENCY, partially or fully suspend or terminate this contract for convenience. Termination shall not prejudice any other right or remedy of CAPCOG or PUBLIC AGENCY. PUBLIC AGENCY may request reimbursement for conforming work and timely, reasonable costs directly attributable to termination. PUBLIC AGENCY shall not be paid for work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from termination. If CAPCOG suspends or terminates only part of this contract, PUBLIC AGENCY agrees to perform the unsuspended or unterminated part if CAPCOG so requests.

Sec. 16. Dispute Resolution

- 16.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except

to enforce compliance with this Sec. 16, toll the statute of limitations, or seek an injunction, until they have exhausted the procedures set out in this Sec. 16.

- 16.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 16.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.
- 16.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Sec. 17. Notice to Parties

- 17.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is acknowledged as received via email by the intended recipient; (2) when it is delivered to the party personally; (3) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Sec. 17.2 and signed on behalf of the party; (4) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Sec. 17.2; or (5) one business day after it is submitted by email to the party's email address specified in Sec. 17.2.
- 17.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, Texas 78744, Attention: Chris Miller, Executive Director, cmiller@capcog.org. PUBLIC AGENCY'S mailing address is 220 S. Pierce, Burnet, Texas 78611, Attention: Bryan Wilson, County Judge, countyjudge@burnetcounty.texas.org.
- 17.3. A party may change its address or email address by providing notice of the change in accordance with Sec. 17.1.

Sec. 18. Conflict of Interest

- 18.1. Chapter 176 of the Texas Local Government Code requires PUBLIC AGENCIES and consultants seeking to do business with CAPCOG to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with a CAPCOG officer or an officer's close family member. The required questionnaire and instructions are located at the Texas Ethics Commission website www.ethics.state.tx.us/forms/CIQ.pdf. CAPCOG officers include the Executive Committee and Executive Director, who are listed on the CAPCOG website. The CIQ must be completed and filed with a bid, request for proposal or quote, if an employment or business relationship defined in the law exists.

Sec. 19. Gift to Public Servant

- 19.1. PUBLIC AGENCY warrants that it has not given, offered to give, nor does it intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Agreement.

Sec. 20. Equal Opportunity

- 20.1. PUBLIC AGENCY will be required to comply with all Equal Employment Opportunity laws and regulations.

Sec. 21. Title VI Requirements

- 21.1. PUBLIC AGENCY is required to comply with all requirements imposed by Title VI of the Civil Rights Acts of 1964 (49 U.S.C. Sec. 2000d), the regulations of DOT issued hereunder (49 C.F.R. part 21), and the assurances by CAPCOG thereto.

Sec. 22. Miscellaneous

- 22.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 22.2. This contract shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereunder shall be solely in Travis County.
- 22.3. CAPCOG is a governmental agency and is exempt from payment of sales tax. Unless CAPCOG's request for quote or specifications specifically indicate otherwise, the price bid must be net exclusive of the previously mentioned taxes.
- 22.4. If the total amount of this Agreement is in excess of \$100,000, and if the PUBLIC AGENCY is required to make a certification pursuant to Texas Government Code, Sec. 2274.002 (as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2), the PUBLIC AGENCY certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. If the PUBLIC AGENCY does not make that certification, the PUBLIC AGENCY must state why the certification is not required.
- 22.5. The PUBLIC AGENCY represents that neither the PUBLIC AGENCY, nor any affiliate of the PUBLIC AGENCY, (i) is an entity listed by the Texas Comptroller of Public Accounts under Texas Government Code, Secs. 2252.153 or 2270.0201; (ii) constitutes a "scrutinized company" as defined by Texas Government Code, Sec. 2270.0001 (9); or (iii) has contracts with, provides supplies or services to, or is otherwise engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code, Sec. 2252.152.
- 22.6. PUBLIC AGENCY understands that CAPCOG will adhere to the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, and PUBLIC AGENCY certifies that it and its principals are eligible to participate in this Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; that it is in compliance with Texas statutes and rules; and that it is not listed on the federal government's terrorism watch list.
- 22.7. If the total amount of this Agreement is in excess of \$100,000, and if the PUBLIC AGENCY is required to make a certification pursuant to Texas Government Code, Sec. 2274.002 (as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1), the PUBLIC AGENCY certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. If the PUBLIC AGENCY does not make that certification, the PUBLIC AGENCY must state why the certification is not required.

- 22.8. If the total amount of this Agreement is in excess of \$100,000, and if the PUBLIC AGENCY is required to make a certification pursuant to Texas Government Code, Sec. 2271.002, the PUBLIC AGENCY certifies that the PUBLIC AGENCY: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
- 22.9. If the total amount of this Agreement is in excess of \$100,000, PUBLIC AGENCY certifies that it will not use and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. PUBLIC AGENCY also agrees to disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award or contract.
- 22.10. If the total amount of this Agreement is in excess of \$150,000, the PUBLIC AGENCY certifies it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387).
- 22.11. The PUBLIC AGENCY represents and warrants that it will comply with Sec. 6002 of the federal Solid Waste Disposal Act (42 USC§ 6962), as amended by the Resource Conservation and Recovery Act, and Title 40, Pa11 247 of the Code of Federal Regulations.
- 22.12. To the extent applicable, PUBLIC AGENCY represents and warrants that it will buy Texas products, services, and materials for use in providing the services authorized herein when such products, services, and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products, services, and materials.
- 22.13. This contract states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal and State law or regulations are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 22.14. This contract is executed through signatures affixed electronically or scanned by both parties and transmitted electronically.

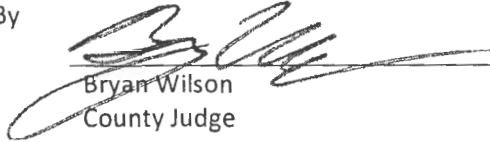
Sec. 23. Attachments

- 23.1 The following Attachments are part of this Contract:
 - A. Scope of Work
 - B. CAPCOG Next Generation 9-1-1 GIS Data Requirements
 - C. Project Representatives and Records Location

Signatures

Burnet County

By


Bryan Wilson
County Judge

Date

8.25.26

8.25.26

Date of Governing Board Approval
(if Entity is a County)

Capital Area Council of Governments

By

Chris Miller
Executive Director

Date

Project Representative

Designated Alternate

Sec. 1. Summary

- 1.1. The individual named below is the DESIGNATED ALTERNATE to the PUBLIC AGENCY PROJECT REPRESENTATIVE, who is authorized to process 9-1-1 data submissions on behalf of PUBLIC AGENCY.
- 1.2. The DESIGNATED ALTERNATE possesses sufficient knowledge of the submission process, a working understanding of the PUBLIC AGENCY's database, and access to all files and systems necessary to perform the responsibilities of the PROJECT REPRESENTATIVE.

PUBLIC AGENCY: Burnet County

DESIGNATED ALTERNATE Name: Brett Poage

DESIGNATED ALTERNATE Phone: 512-756-5445

DESIGNATED ALTERNATE Email: bpoage@burnetcountytexas.org

DESIGNATED ALTERNATE Signature: 