

## **CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT**

### **INTERLOCAL CONTRACT FOR NEXT GENERATION 9-1-1 DATABASE PROGRAM**

#### **Section 1. Parties and Purpose**

- 1.1. The Capital Area Emergency Communications District ("CAECD") is a regional emergency communications district and political subdivision of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health & Safety Code, as amended. CAECD has developed an annual budget to operate and maintain Next Generation 9-1-1 emergency communications service within the District.
- 1.2. Williamson County ("County") is a Texas County that has agreed to participate in the District as authorized by Chapter 772 of the Health and Safety Code.
- 1.3. This Interlocal contract is entered into between CAECD and County under Chapter 791 of the Government Code so that County can participate with CAECD in implementing the Next Generation 9-1-1 emergency communications system in the district. For purposes of carrying out CAECD's duties and obligations under this agreement the parties understand and agree that references to CAECD includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

#### **Section 2. Goods and Services**

- 2.1. County agrees to coordinate implementation and collection of the Geographic Information System (GIS) data on a countywide basis in accordance with the standards adopted for the Capital Area Council of Governments (CAPCOG) GIS Program. Specifically, County agrees to:
  - A. Coordinate 9-1-1 GIS activities within the County and municipalities in the County to develop and enhance the 9-1-1 GIS coverage required by Mapped ALI and the *CAPCOG NG9-1-1 Transitional GIS Data Requirements*, Attachment B, to this contract. The County must develop, compile and maintain current, seamless countywide coverage for street centerlines, address points, Emergency Service Zones (ESZs) and city limits in both the incorporated and unincorporated areas of the County.
  - B. Provide to CAPCOG GIS datasets described in Section 2.1.A that are in accordance with the *CAPCOG NG9-1-1 Transitional GIS Data Requirements*, Attachment B. This document describes the technical requirements and expectations for GIS data maintenance and monthly submissions.
  - C. Submit by the first business day of each month to CAPCOG's GIS Department a copy of updated GIS datasets for street centerlines, address points, ESZ boundaries, and city limit boundaries. All files submitted to CAPCOG must be in ESRI File geodatabase format, and must be in a common projected coordinate system. CAPCOG agrees to perform quality

assurance/quality control procedures through the 5<sup>th</sup> business day of the month, including any coordination necessary with the County that may involve the County making corrections to mandatory components of their work – See Attachment B requirements. By the 7<sup>th</sup> business day of the month, CAPCOG will begin pushing the updated/corrected GIS datasets to the mapping servers designated by CAECD. It is expected that by the 9<sup>th</sup> business day of each month the GIS datasets will be updated.

- D. Enter into contracts for joint data development and information sharing among the County, cities, central appraisal district, and other public entities and private interests located within the County so as to enhance the effectiveness of emergency service delivery related to 9-1-1 GIS coverage. If the County is unable to acquire any required Mapped ALI GIS data, as described in Section 2.1.A, from one of the entities listed above, then County must develop it independently.
- E. Track County commissioner's court and city council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County commissioner's court or city council takes a course of action that would interfere with or be inconsistent with the data development and maintenance procedures followed by the County, the County must notify CAECD in writing within two business days in order to facilitate the development of an appropriate response.
- F. Resolve conflicts and problems related to the 9-1-1 GIS data maintained by County. If any issue regarding the GIS data arises which the County cannot resolve on its own, the County must contact CAECD within two business days in order to determine the best course of action to resolve the issue.
- G. Maintain the automatic location information (ALI) database (also called the 9-1-1 database) for the County area. This includes, but is not limited to, correcting telephone number (TN) database errors; maintenance and quality control of an accurate 9-1-1 call location map; and providing Master Street Address Guide (MSAG) updates and corrections to the database vendor.
- H. At a minimum, back up monthly on computer media all critical 9-1-1 GIS mapping files, coverages and related data (street centerlines, address points, ESZs, city limits and common places files) and store the backup data in a secure place.
- I. Protect the confidentiality of the 9-1-1 database and of information furnished by telecommunications providers, and notify CAPCOG's Emergency Communications Division in writing within two business days of the receipt of a request for addressing database or information made under the Texas Public Information Act.
- J. All data and derivative products such as maps must include the standard CAPCOG data disclaimer.
- K. Resolve any discrepancies between GIS datasets and the MSAG database, as determined necessary by CAPCOG through its regular validation testing, in a timely fashion. Upon correction of any identified errors, resubmit the revised GIS datasets to CAPCOG in a timely fashion.

- L. Resolve any discrepancies between GIS datasets and the information displayed at the PSAP as reported by a call taker, in a timely fashion
- M. Attend scheduled quarterly GIS User Group meetings and at least one annual training workshop at the CAPCOG office.

### **Section 3. Cooperative Purchasing**

- 3.1. County may request CAECD to purchase on County's behalf, but no more often than quarterly, the 9-1-1 database equipment CAECD has authorized County to purchase. County agrees to request the purchase in accordance with CAECD's *9-1-1 Policies and Procedures Manual*, as amended.
- 3.2. If CAECD purchases 9-1-1 database equipment for County, County agrees that CAECD may deduct the cost of the 9-1-1 database equipment purchased from the contract price otherwise payable to County under Section 5.

### **Section 4. Effective Date and Term of Contract**

- 4.1. This contract takes effect on October 1, 2018 and shall continue for a period of two years, unless terminated early under Section 11. Thereafter, this contract shall automatically renew each year on October 1 until a Party provides written notice of termination to the other Party no less than sixty days prior to the end of the current term.

### **Section 5. Contract Price and Payment Terms**

- 5.1. CAECD agrees to compensate County in the total amount of not to exceed \$309,890 per fiscal year for its performance of this contract. CAECD must make any payment obligated by this agreement from current revenues available to CAECD. The stated amount is a payment which fairly compensates the City for the duties performed hereunder.
- 5.2. County agrees to request reimbursement, but not more often than quarterly, for all allowable costs paid or incurred under this contract by completing the CAECD Quarterly GIS/Database Manager Financial Report, Attachment A to this contract, and submitting it to CAECD. "Allowable costs" are defined in "Cost Principles for State and Local Governments and Other Affected Entities," Chapter II of the *Uniform Grant Management Standards* (Governor's Office of Budget and Planning).
- 5.3. CAECD agrees to pay County the reimbursement requested within 30 calendar days after receiving the correct and complete CAECD Quarterly GIS/Database Manager Financial Report.
- 5.4. If County has received payment for expenditures under this contract that are in violation of APPLICABLE LAW or POLICY described in Section 7, County agrees to repay CAECD for those payments within 60 calendar days from the date CAECD notifies County of the repayment amount due and the reason repayment is required.
  - A. If County does not refund the payment when required, CAECD may refuse to purchase 9-1-1 database equipment on County's behalf and may withhold all or part of the unpaid payment

from County's future entitlement to payment under this or future Interlocal contracts between the parties for Next Generation 9-1-1 database and GIS services.

- B. Before the 60-day payment period expires, County may appeal in writing to CAECD its determination that County refund the payment, explaining why it believes the determination is incorrect, or County may request CAECD in writing to extend the 60-day payment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. The CAECD Board of Managers decision on County's appeal or proposal or both is final.
- C. The parties understand and agree that the appeal authorized by Section 5.4.B is the only mechanism for challenging CAECD's determination under Section 5.4 that County refund the payment. The early termination provisions of Section 11 and the dispute resolution process of Section 12 are not available to challenge CAECD's determination.

#### **Section 6. Performance Reports**

- 6.1. CAECD agrees each quarter to distribute electronically a performance report to the County Database Coordinator.
- 6.2. County agrees to address errors identified in the performance reports.

#### **Section 7. Compliance with Applicable Law and Policy**

- 7.1. County agrees to comply with all APPLICABLE LAW and POLICY in carrying out this contract, including any purchases or reimbursement requests made hereunder. APPLICABLE LAW and POLICY include but are not limited to the Texas Health and Safety Code Chapter 771.061 and Chapter 772; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); the current CAECD annual budget; and CAECD's *9-1-1 Policies and Procedures Manual* and CAPCOG *RNS Policies & Procedures*.

#### **Section 8. Independent Contractor, Assignment and Subcontracting**

- 8.1. County is not an employee or agent of CAECD, but furnishes goods and services under this contract solely as an independent contractor.
- 8.2. County may not assign its rights or subcontract its duties under this contract without the prior written consent of CAECD. An attempted assignment or subcontract in violation of this Section 8.2 is void.
- 8.3. If CAECD consents to County's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this contract, and County agrees to furnish a copy of this contract to each of its subcontractors.

### **Section 9. Records and Monitoring**

- 9.1. County agrees to maintain financial records (including procurement records if applicable), statistical, and ANI/ALI records adequate to document its performance, costs, and receipts under this contract. County agrees to maintain these records at County's offices.
- 9.2. Subject to the additional requirement of Section 9.3, County agrees to preserve the records for three fiscal 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, County 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. Upon advance and reasonable notice to the County, CAECD is entitled to inspect and copy, during normal business hours at County's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAECD is also entitled to visit County's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.
- 9.5. CAECD at least once each year will visit County's offices and monitor its performance of this contract to ensure compliance with APPLICABLE LAW and POLICY described in Section 7. CAECD will provide County a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.
- 9.6. CAECD agrees to notify County at least 24 hours in advance of any intended visit under this Section 9. Upon receipt of CAECD's notice, County agrees to notify the appropriate department(s) specified in the notice of CAECD's intended visit.

### **Section 10. Nondiscrimination and Equal Opportunity**

- 10.1. County shall not exclude anyone or entity from participating in County's duties under this contract, unlawfully deny benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.
- 10.2. If County procures goods or services with funds made available under this contract, County agrees to comply with CAECD's affirmative action procurement policy, which is set out in CAECD's *9-1-1 Policies and Procedures Manual*.

### **Section 11. Early Termination of Contract**

- 11.1. Except as provided in Section 5.4, if CAECD or County 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 as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of Section 12.

- 11.2. If this contract is terminated under Section 11, CAECD and County are each entitled to compensation for goods and services each provided the other before receiving notice of the suspension or termination. However, neither CAECD nor County is liable to the other for costs it paid or incurred under this contract made after or in anticipation of its receipt of notice of suspension or termination.
- 11.3. Termination for breach under Section 11.1 does not waive either party's claim for direct damages resulting from the breach, and both CAECD and County among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.
- 11.4. The termination of this contract either under Section 4 or under this Section 11 does not affect County's duty:
  - A. To repay CAECD for expenditures made in violation of APPLICABLE LAW or POLICY in accordance with Sections 5.4 and 5.5; and
  - B. To preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Section 9.

## **Section 12. Dispute Resolution**

- 12.1. 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 Section 12, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 12.
- 12.2. At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.
- 12.3. 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 agrees to pay half the cost of the Center's mediation services.
- 12.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 12.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.
- 12.6. A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by a party of: (1) any rights, privileges, defenses, remedies or immunities available to a party; (2) a

party's termination rights; or (3) other termination provisions or expirations dates of this Interlocal contract.

- 12.7. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

### Section 13. Notice to Parties

- 13.1. 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:
- A. When it is delivered to the party personally;
  - B. 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 Section 13.2 or 13.3 and signed for on behalf of the party; or
  - C. Three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 13.2 or 13.3.
- 13.2. CAECD's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director.
- 13.3. County's address is 710 S. MAIN ST, GEORGETOWN, TX 78626 Ste. 101  
Attention: County Judge.
- 13.4. A party may change its address by providing notice of the change in accordance with Section 13.1.

### Section 14. Miscellaneous

- 14.1. 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. The undersigned warrants that he or she:
- A. Has actual authority to execute this contract on behalf of the governing body identified as the Public Agency in this agreement and;
  - B. Verifies the governing body, by either minute order, resolution or ordinance approved this agreement as required by Texas Government Code section 791, as amended.
- 14.2. This Interlocal 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.
- 14.3. 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.

14.4. The following Attachments are part of this contract:

- A. CAECD Quarterly GIS/Database Manager Financial Report
- B. CAPCOG NG9-1-1 Transitional GIS Data Requirements

14.5. This contract is binding on and inures to the benefit of the parties' successors in interest and may not be assigned without the express written permission of CAECD.

14.6. This contract is executed in duplicate originals.

WILLIAMSON COUNTY, TEXAS

By [Signature]  
Name Don A. Beyer  
Title County Judge

Date 9/20/2018

CAPITAL AREA EMERGENCY  
COMMUNICATIONS DISTRICT

By [Signature]  
Betty Voights  
Executive Director

Date 10/3/18

Date of governing body approval: 9-18-18