

CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT
INTERLOCAL CONTRACT FOR PUBLIC SAFETY ANSWERING POINT
MAINTENANCE, EQUIPMENT AND TRAINING

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 and Safety Code, as amended. CAECD has developed a *Strategic Plan* to establish and maintain Next Generation 9-1-1 emergency communications service within the district.

1.2. Williamson County ("Public Agency") is a Texas county that operates one or more Public Safety Answering Points (PSAPs) that participates in the district as authorized by Chapter 772 of the Health and Safety Code.

1.3. This contract is entered into between CAECD and Public Agency under chapter 791 of the Government Code so that Public Agency can maintain its PSAP(s), upgrade 9-1-1 equipment and train its personnel to participate in the Next Generation 9-1-1 emergency communications system in the district.

Section 2. Goods and Services

2.1. Public Agency agrees to:

- (1) purchase supplies such as printer paper, printer ribbons, cleaning materials and other expendable items necessary for the continuous operation of its PSAP(s);
- (2) upgrade its PSAP equipment and software, as authorized in the current *Strategic Plan*, by requesting CAECD to purchase new equipment and software;
- (3) protect the PSAP equipment and secure the PSAP premises against unauthorized entrance or use;
- (4) practice preventive maintenance for the PSAP equipment;
- (5) provide emergency communications training to call-takers/dispatchers as described in CAECD's current *Strategic Plan*.
- (6) protect the confidentiality of 9-1-1 database information and of information furnished by telecommunications providers, and notify CAECD in writing within two business days of the receipt of a request for 9-1-1 database information, or for information furnished by telecommunications providers, made under the Texas Public Information Act;

(7) use the Regional Notification System (RNS) 9-1-1 derived database information only to warn or alert citizens of an emergency situation where property or human life is in jeopardy, and protect the database information from unauthorized use.

Section 3. Contract Price and Payment Terms

3.1. CAECD agrees to compensate Public Agency in the total amount of not to exceed \$5,000 for its performance of this contract.

3.2. Within 30 calendar days after the effective date of this contract, CAECD agrees to pay Public Agency \$5,000 for the purchase of supplies as outlined in Section 2.1.(1) of this contract.

3.3. If Public Agency made expenditures under this contract in violation of applicable law or policy described in Section 6, Public Agency agrees to repay CAECD for those expenditures within 60 calendar days from the date CAECD notifies Public Agency of the repayment amount due and the reason repayment is required. If Public Agency does not repay the reimbursement when required, CAECD may refuse to purchase 9-1-1 equipment on Public Agency's behalf and may withhold all or part of the unpaid reimbursement from Public Agency's future entitlement to reimbursement under this or future interlocal contracts between the parties for PSAP maintenance, equipment upgrade, and training.

3.4. (a) Before the 60-day repayment period expires, Public Agency may appeal in writing to CAECD its determination that Public Agency repay the reimbursement, explaining why it believes the determination is wrong, or Public Agency may request CAECD in writing to extend the 60-day repayment 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 Public Agency's appeal or proposal or both is final.

(b) The appeal authorized by Section 3.4(a) is the only mechanism for challenging CAECD's determination under Section 3.3 that Public Agency repay the reimbursement. The early termination provisions of Section 10 and dispute resolution process of Section 11 are not available to challenge CAECD's determination.

Section 4. Effective Date and Term of Contract

4.1. This contract takes effect October 1, 2015 and it ends, unless sooner terminated under Section 10, on September 30, 2016.

Section 5. Performance Reports

5.1. Public Agency agrees to report to CAECD on its performance of this contract by submitting a Monthly Equipment Checklist online at <http://capcog911.org> by the 20th of each month.

Section 6. Compliance with Applicable Law and Policy

6.1. Public Agency agrees to comply with all applicable law and policy in carrying out this contract. 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 Strategic Plan*; and *CAECD's 9-1-1 Policies and Procedures Manual* and *CAPCOG RNS Policies & Procedures*.

Section 7. Independent Contractor, Assignment and Subcontracting

7.1. Public Agency is not an employee or agent of CAECD, but furnishes goods and services under this contract solely as an independent contractor.

7.2. Public Agency 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 7.2 is void.

7.3. If CAECD consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

Section 8. Records and Monitoring

8.1. Public Agency agrees to maintain financial, statistical, and ANI/ALI records adequate to document its performance, costs and receipts under this contract. Public Agency agrees to maintain these records at Public Agency's offices.

8.2. Subject to the additional requirement of Section 8.3, Public Agency agrees to preserve the records for three fiscal years after receiving its final payment under this contract.

8.3. 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 expiration or early termination of this contract.

8.4. CAECD 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. CAECD is also entitled to visit Public Agency's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

8.5. CAECD will at least once per year visit Public Agency's offices and monitor its performance of this contract to ensure compliance with applicable law and policy described in Section 6. CAECD will provide Public Agency 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.

13.2. 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.

13.3. This contract is binding on and inures to the benefit of the parties' successors in interest.

13.4. This contract is executed in duplicate originals.

WILLIAMSON COUNTY, TEXAS

CAPITAL AREA EMERGENCY
COMMUNICATIONS DISTRICT

By [Signature]
Name Dan A. GATP
Title County Judge

By _____
Betty Voights
Executive Director

Date 10-01-2015

Date _____