INTERLOCAL AGREEMENT FOR E9-1-1 AUTOMATIC LOCATION INFORMATION MAINTENANCE SERVICES and STREET/ROAD SIGN REPLACEMENT

Article 1: Parties & Purpose

1.1 The **Concho Valley Council of Governments** (RPC) 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. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region **10** (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **Tom Green County** (Local Government) is a local government that has agreed to participate in implementing enhanced 9-1-1 services in the Region in accordance with the RPC's Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

1.5 Automatic location information (ALI) maintenance is a critical component of 9-1-1 service and ensures the timely delivery of accurate 9-1-1 information and location data to the correct public safety answering point. This Agreement between the RPC and Local Government sets forth the requirements for ALI maintenance.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to perform the activities related to maintaining location information used in the RPC's 9-1-1 Database as specified in the Scope of Work attached hereto.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC agrees to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by **Tom Green County** and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Nondiscrimination and Equal Opportunity

8.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 9: Dispute Resolution

9.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

9.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

9.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

9.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually

designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

9.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

9.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 10: Suspension for Unavailability of Funds

10.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 11: Notice to Parties

11.1 Notice under this Agreement 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 delivered to the party personally; or (2) 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 this Article and signed on behalf of the party.

11.2 The RPC's address is:

Concho Valley Council of Governments
2801 W. Loop 306, Suite A
San Angelo, Texas 76904

The Local Government's address is:

Tom Green County
Attn: Judge Michael Brown
112 W. Beauregard
San Angelo, TX 76903

11.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 12: Effective Date and Term

12.1 This Agreement is effective as of September 1, 2013 and shall terminate on August 31, 2015.

12.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

12.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 13: Force Majeure

13.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 14: Confidentiality

14.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

14.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 15: Indemnification

15.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body mernbers, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 16. Historically Underutilized Business Requirements

16.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 17: Miscellaneous

17.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

17.2 Each individual signing this Agreement 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.

17.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

17.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

17.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement/Transfer of Ownership Form
Attachment B	Scope of Work
Attachment C	Commission Documents – Legislation, Rules and Program Policy Statements

17.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

17.7 This Agreement is executed in duplicate originals.

Concho Valley Council of Governments	**Tom Green County**
BY: Jeffrey K. Sutton	**BY:**
Printed Name: Jeffrey K. Sutton	**Printed Name: Michael Brown**
Title: Executive Director	**Title: Tom Green County Judge**
Date: 07/15/13	**Date:** 7-30-13

Attachment A
Ownership Agreement/Transfer of Ownership

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at **Tom Green County**, in **Tom Green County**, to be the property of **Tom Green County**, hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

Concho Valley Council of Governments	**Tom Green County**
BY: Jeffrey K. Sutton	**BY:**
Printed Name: Jeffrey K. Sutton	**Printed Name: Michael Brown**
Title: Executive Director	**Title: Tom Green County Judge**
Date: 07/15/13	**Date:** 7-30-13

Sign Machine:	Roland GX-24	Dell Optiplex 760 PC
Serial Number:	CY 05497	JPB2DK1
Acquisition Date:	August 2009	
Cost:	$1,734	$1,542
Location:	400 E Avenue A, San Angelo, TX	
Condition:	Good	

Please indicate location and condition of the above listed Sign Machine.

Attachment B
Scope of Work

The County agrees to maintain and assign addresses which will be used in the RPCs 9-1-1 database.

Concho Valley Council of Governments will reimburse the County for the purchase of supplies necessary for performance of the deliverables per this Agreement. As per ***Article 10: Suspension for Unavailability of Funds,*** **CVCOG will reimburse the County if funds are available.**

Street/Road Sign Replacement: The County will provide an itemized **cost share** for the replacement of existing street signs located in the unincorporated areas of the county to be submitted with request for reimbursement.

Attachment C
Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation:
   http://csec.texas.gov/statutes

2. Commission Rules:
   http://info.sos.state.tx.us/pls/pub

3. Commission Program Policy Statements:
   http://www.911.state.tx.us/browse.php/program_policy_statements

Concho Valley Council of Governments **FORM:** RS13

County Cost Share Form for Road Signs

County Name: Enter County Name

DETAIL

Date :	8/15/2009		**County Cost Share**	**CVCOG Reimbursement**
Invoice #:	39456			
Vendor Name:	Imagery			
Cost of materials:	$299.65			$ 299.65
Number of signs Yielded:	50			
Detail Cost to Install:				
Number of Hours to Install:	15 hours		$ 225.00	
Mileage	35 miles @ $.445		$ 15.58	
Other materials:	15 posts @ 10.50		$ 157.50	
	22 caps @ 5.50		$ 121.00	
TOTALS:			$ 519.08	$ 299.65

The undersigned authorized signature certifies that the above foregoing is the cost for replacing road signs in the unincorporated areas of the County. It is understood that the County Cost Share is not an allowable reimbursement by CVCOG. Fax this form to CVCOG 9-1-1 325-944-9925.

Authorized Signature: _____

Date: _____

Date: _____

CVCOG Approval:

Please enter exact spelling of Road Signs that have been replaced. These names will be checked against the Master Street Address Guide (MSAG) for accuracy. Please submit this monthly even if NO reimbursement is requested.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

SAMPLE

Concho Valley Council of Governments **FORM:** **RS13**

County Cost Share Form for Road Signs

County Name:

DETAIL

Date :			**County Cost Share**	**CVCOG Reimbursement**
Invoice #:				
Vendor Name:				
Cost of materials:				
Number of signs Yielded:				
Detail Cost to Install:				
Number of Hours to Install:				
Mileage				
Other materials:				
TOTALS:			$ -	$ -

The undersigned authorized signature certifies that the above foregoing is the cost for replacing road signs in the unincorporated areas of the County. It is understood that the County Cost Share is not an allowable reimbursement by CVCOG. Fax this form to CVCOG 9-1-1 325-944-9925.

Authorized Signature: _____

Date: _____

Date: _____

CVCOG Approval:

Please enter exact spelling of Road Signs that have been replaced. These names will be checked against the Master Street Address Guide (MSAG) for accuracy. Please submit this monthly even if NO reimbursement is requested.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

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10. _____