



Travis County Commissioners Court Agenda Request

Meeting Date: October 1, 2013

Prepared By/Phone Number: Danny Hobby/854-4416

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AN INTERLOCAL CONTRACT BETWEEN TRAVIS COUNTY AND CAPITAL AREA COUNCIL OF GOVERNMENTS ("CAPCOG") FOR USE OF REVENUE RETURNED UNDER COMMISSION ON STATE EMERGENCY COMMUNICATIONS ("CSEC") RULE 251.3.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Under 251.3 of the Texas Health and Safety Code, CAPCOG returns unused 9-1-1 revenue to Travis County to help purchase 9-1-1 related services and equipment. These funds come to the County every two years. In previous funding cycles, the funds have been used to construct the Combined Transportation, Emergency, and Communications ("CTECC") 9-1-1 Backup Center, and to support 9-1-1 call-taking systems at CTECC.

This request is to allow for the disbursement of \$447,834.00 from CAPCOG to Travis County to be used for the purpose of funding eligible 9-1-1 system operation and network expenditures in compliance with CSEC Rule 251.3.

STAFF RECOMMENDATIONS:

Emergency Services management staff support the approval of the interlocal contract (see attached).

ISSUES AND OPPORTUNITIES:

This request is important for the timely replacement and maintenance of equipment at our Combined Transportation Emergency and Communications Center ("CTECC") and related operations within Travis

County. Rule 251.3 was developed for the purpose of assisting with operational expenditures at CTECC and for our public safety agencies. To have this revenue stream has proven to save our general fund dollars over the years we have received it.

FISCAL IMPACT AND SOURCE OF FUNDING:

There is no fiscal impact since we will be receiving the funds from CAPCOG.

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney's Office, 854-9567

Kapp Schwebke, Auditor's Office

Bill Derryberry, PBO

Marvin Brice, Purchasing Office

Christine Lego, Emergency Services

Toby Fariss, Emergency Services



EMERGENCY SERVICES

DANNY HOBBY, COUNTY EXECUTIVE
P.O. BOX 1748, AUSTIN, TEXAS 78767
(512) 854-4416, FAX (512) 854-4786

*Emergency Management
Pete Baldwin, Emergency Mgmt.
Coordinator*

*Fire Marshal
Hershel Lee*

*Medical Examiner
Dr. David Dolinak*

*STAR Flight
Casey Ping, Program Director*

MEMORANDUM

To: Travis County Commissioners Court

From: Danny Hobby, County Executive, Emergency Services

Date: September 23, 2013

Subject: Use of Revenue Returned Under Rule 251.3

This request is for Travis County Commissioners Court to consider and take appropriate action on approving a Contract (see attached) with the Capital Area Council of Governments ("CAPCOG") for the use of returned 9-1-1 revenue under the Commission on State Emergency Communications ("CSEC") Rule 251.3, allowing for the disbursement of \$447,834.00 from CAPCOG.

Travis County will use the funds for the sole purpose of reimbursing and funding eligible 9-1-1 system operation and network expenditures in compliance with rule 251.3. These expenditures are associated with the design of a 9-1-1 system and/or the purchase and maintenance of equipment and personnel necessary to establish and operate answering points and related operations within Travis County. A portion of the funds may be allocated to other entities within Travis County that have qualifying expenditures.

Thank you for your consideration in this matter.

**INTERLOCAL CONTRACT FOR
USE OF REVENUE RETURNED UNDER RULE 251.3**

This Interlocal Contract is entered into by the following parties:

Travis County, Texas ("County") and the Capital Area Council of Governments ("CAPCOG")

RECITALS

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.

Travis County is a political subdivision of the State of Texas.

CAPCOG and County are authorized to enter into this contract in all respects by Texas Government Code, Chapter 791.

AGREEMENT

Payment of Funds. CAPCOG shall pay County \$447,834.00 originally from the Fiscal Year 2011 funding and rolled over each year since then in compliance with the CSEC Rule for the Largest County.

Use of Funds. County shall use these funds for the sole purpose of funding eligible 9-1-1 system operation and network expenditures in compliance with CSEC rule 251.3.

Current Revenue. CAPCOG shall pay for its obligations under this Interlocal contract from current revenue funds.

GENERAL PROVISIONS

Limit on Agents. No agent, official, employee, or representative of County has the authority to amend or assign this Contract or waive violations of it unless expressly granted this specific authority by the Commissioners Court. No agent, official, employee or representative of CAPCOG has the authority to amend or assign this Contract or waive violations of it unless expressly granted this specific authority by the CAPCOG Board.

Compliance with Laws. County and CAPCOG shall comply with all applicable laws, rules and regulations in the performance of this contract.

Entire Agreement. This contract supersedes any and all other agreements, either oral or in writing, between the parties to it with respect to the subject matter of it and contains all of the covenants and agreements between the parties with respect to this subject matter. Each

party to this contract acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party which is not embodied in this contract and that any agreements, statements, or promises not contained in this contract are not valid or binding.

Non-Waiver. Any act of forbearance by either party to enforce any provision of this contract must not be construed as a modification of this contract or as a waiver of any breach or default of the other party, which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this contract must not be construed as a waiver of that right or privilege. In this contract, County and CAPCOG do not waive any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions.

Reservation of Rights and Remedies. All rights of both parties under this contract are specifically reserved. Any payment, act or omission by a party must not impair or prejudice any remedy or right of that party under this contract. Any right or remedy stated in this contract must not preclude the exercise of any other right or remedy under this contract, the law or at equity, nor must any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

Dispute Resolution. When mediation is acceptable to both parties in resolving a dispute arising under this contract, the parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the Texas Civil Practice & Remedies Code - Section 154.073. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Texas Civil Practice & Remedies Code - Section 154.073, unless both parties agree, in writing, to waive the confidentiality.

Termination for Breach. The failure of either party to comply with the terms and conditions of this contract is a breach of this contract. Either party may terminate this contract if it is found that the other party has breached this contract. Prior to termination, the terminating party shall provide written notice to the other party of any breaches. Upon receipt of this notice, the breaching party has 30 days to correct the breaches or explain why the actions do not breach this contract to the satisfaction of the terminating party. Failure to correct the breaches or give a satisfactory explanation within 30 days results in automatic termination of this contract at the end of the 30-day period unless the parties agree in writing to extend the time to cure the breaches.

Written Notice. All notices sent pursuant to this contract shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested.

County Address. Notice sent pursuant to this contract shall be delivered or sent to County at the following addresses:

If hand delivered to:

County Executive
Emergency Services
5501 Airport Boulevard
Austin, Texas 78757

If mailed to:

County Executive
Emergency Services
P.O. Box 1748
Austin, Texas 78767

CAPCOG Address. Notices sent pursuant to this contract shall be delivered or sent to CAPCOG at the following address:

If hand delivered to:

Executive Director
Capital Area Council of Governments
6800 Burleson Road Building 310 Suite165
Austin, Texas 78744

If mailed to:

Executive Director
Capital Area Council of Governments
6800 Burleson Rd. Bldg 310, Ste 165
Austin, Texas 78744

Time of Delivery. When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

Change of Address. Either party may change its address for notice under this contract by providing a notice of the change to all parties in compliance with this Written Notice to the address of the party receiving notice state in this contract.

Third Party Rights Not Created This contract is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor CAPCOG is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

Texas Law to Apply. This contract shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created under it are performable in Travis County, Texas.

Severability of Provisions. In case any one or more of the provisions in this contract is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this contract and this contract shall be construed as if the invalid, illegal, or unenforceable provisions had never been in it.

Computation of Time. When any period of time is stated in this contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that either County or CAPCOG has declared a holiday for its employees, these days shall be omitted from the computation.

Gender and Number. Words of gender used in this contract shall be construed to include any other gender and words in the singular number shall be construed to include the plural and vice versa unless this contract requires otherwise.

Headings. The headings at the beginning of the various provisions of this contract have only been included to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this contract.

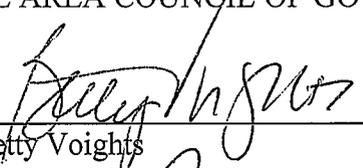
CAPCOG Signors. The person signing this contract on behalf of CAPCOG, or representing herself as signing this contract on behalf of CAPCOG, does hereby warrant and guarantee that she has been duly authorized by CAPCOG to sign this contract on behalf of CAPCOG and to bind CAPCOG validly and legally to all terms, performances, and provisions in this contract.

County Signors. The person signing this contract on behalf of County, or representing himself as signing this contract on behalf of County, does hereby warrant and guarantee that he has been duly authorized by County to sign this contract on behalf of County and to bind County validly and legally to all terms, performances, and provisions in this contract.

Duplicate Originals. This document is executed in duplicate originals.

CAPITAL AREA COUNCIL OF GOVERNMENTS

By:


Betty Voights
Executive Director

Date: 9-13-13

TRAVIS COUNTY, TEXAS

By:

Samuel T. Biscoe
County Judge

Date: _____