



Travis County Commissioners Court Agenda Request

Meeting Date: October 22, 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 ON INTERLOCAL AGREEMENT WITH CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT ("CAECD") FOR SUPPLEMENTAL FUNDING OF ON-GOING PUBLIC SAFETY ANSWERING POINT ("PSAP") MAINTENANCE, EQUIPMENT AND TRAINING.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This interlocal agreement is similar to the previous agreements with the Capital Area Council of Governments ("CAPCOG"). CAECD is the new regional emergency communications district for the CAPCOG area and will now reimburse Travis County for PSAP related goods and services.

This agreement provides \$5000 to the Travis County Sheriff's Office for PSAP related expenses during the period of September 1, 2013, through September 30, 2014.

STAFF RECOMMENDATIONS:

Emergency Services recommends approval of this request.

ISSUES AND OPPORTUNITIES:

There are no issues or concerns with approving this agreement, as this type agreement is a routine occurrence.

FISCAL IMPACT AND SOURCE OF FUNDING:

The amount of funding to be provided in the agreement is more than prior years (\$5000 vs. \$1,500 previously), and is intended to help supplement TCSO's budget for service delivery of emergency 9-1-1.

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney's Office

Kapp Schwebke, Patti Smith, County Auditor's Office

William Derryberry, PBO

Paul Knight, Chris Wallace, Michael Hemby, Maria Wedhorn, TCSO

Toby Fariss, Brad Bearden, Christine Lego, 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*

Date: October 1, 2013

To: Travis County Commissioners Court

*Chief Medical Examiner
Dr. David Dolinak*

From: Danny Hobby, County Executive, Emergency Services

*STAR Flight
Casey Ping, Program Manager*

Subject: Recommendation for Approving Interlocal Agreement with
CAECD for PSAP Maintenance, Equipment, and Training

Technology & Communications

Proposed Motion:

CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL AGREEMENT WITH CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT ("CAECD") FOR SUPPLEMENTAL FUNDING OF ONGOING PUBLIC SAFETY ANSWERING POINT ("PSAP") MAINTENANCE, EQUIPMENT, AND TRAINING. (TCES for TCSO)

Summary & Staff Recommendation:

This interlocal agreement with CAECD provides \$5,000 to the Travis County Sheriff's Office for PSAP related expenses during the period of September 1, 2013, through September 30, 2014. This year's CAECD agreement is similar to the previous ones with Capital Area Council of Governments (CAECD is the new regional emergency communications district for the CAPCOG area) in that CAECD will reimburse Travis County for PSAP related goods and services.

Budgetary and Fiscal Impact:

The amount of funding to be provided in this agreement is more than prior years (\$5,000 vs. \$1,500 previously) and is intended to help supplement TCSO's budget for service delivery of Emergency 9-1-1.

Issues and Opportunities:

There are no issues or concerns with approving this agreement, as this is a routine occurrence.

Attachment(s):

CAECD Cover Letter of September 23, 2013

CAECD Interlocal Contract for PSAP Maintenance, Equipment, and Training

Cc:

County Attorney's Office – Barbara Wilson

County Auditor's Office – Patti Smith, Kapp Schwebke

Planning & Budget Office – Alan Miller, William Derryberry

TCSO – Paul Knight, Chris Wallace, Michael Hemby, Maria Wedhorn

TCES – Brad Bearden, Christine Lego, Toby Fariss (TF)

Capital Area Emergency Communications District
6800 Burlison Road, Building 310, Suite 165 Austin, Texas 78744-2306
(p) 512.916.6000 (f) 512.916.6189

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

RECEIVED
COUNTY JUDGE'S OFFICE
13 SEP 24 AM 10:28

September 23, 2013

The Honorable Sam Biscoe
Travis County Judge
P.O. Box 1748
Austin, TX 78767

②
Rec'd TLES
by TF
09/25/13

RE: FY2014 PSAP Interlocal

Dear Judge Biscoe:

Please find the enclosed FY 2014 Database & PSAP Interlocal (2 originals). The documents describe how both your entity and Capital Area Emergency Communications District (CAECD) will accomplish the delivery of 9-1-1 service.

I respectfully request you sign and return all originals to our office by October 25, 2013. The new fiscal year starts October 1, 2013 and this will enable reimbursements and disbursements to be made shortly after the beginning of the new fiscal year. Upon receipt in our office, Betty Voights, Executive Director, will sign each, and one original will be returned to you. Please note that without the signed Interlocal in place, CAECD is unable to reimburse your entity any funds expended on behalf of the 9-1-1 services.

Should you have any questions, please feel free to contact me at (512) 916-6044 or gobuch@capcog.org.

Sincerely,



Gregg Obuch
Director of Emergency Communications

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 Local Government 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. Travis 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 Emergency Notification System (ENS) 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 \$5,000.00 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 \$5,000.00 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 September 1, 2013 and it ends, unless sooner terminated under Section 10, on September 30, 2014.

Section 5. Performance Reports

5.1. Public Agency agrees to report to CAECD, by the 20th of each month, on its performance of this contract using the Monthly Equipment Checklist form provided by CAECD or at the latest website address provided by CAECD.

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 ENS 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.

8.6. CAECD agrees to notify Public Agency at least 24 hours in advance of any intended visit under this Section 8. Upon receipt of CAECD's notice, Public Agency agrees to notify the appropriate department(s) specified in the notice.

Section 9. Nondiscrimination and Equal Opportunity

9.1. Public Agency shall not exclude anyone from participating under this contract, deny anyone 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.

9.2. If Public Agency procures goods or services with funds made available under this contract, Public Agency 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 10. Early Termination of Contract

10.1. Except as provided in Sections 3.3 and 3.4, if CAECD or Public Agency 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 Section 11.

10.2. If this contract is terminated under Section 10, CAECD and Public Agency are each entitled to compensation for goods and services each provided the other before receiving notice of the termination. However, neither CAECD nor Public Agency is liable to the other for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of termination.

10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAECD and Public Agency among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

10.4. The ending of this contract under Section 4 or its early termination under this Section 10 does not affect Public Agency's duty:

(1) to repay CAECD for expenditures made in violation of applicable law or policy in accordance with Sections 3.3 and 3.4;

(2) to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Section 8.

Section 11. Dispute Resolution

11.1. 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 11, toll the statute of limitations or seek an injunction, until they have exhausted the procedures set out in this Section.

11.2. 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.

11.3. 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.

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

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

Section 12. Notice to Parties

12.1. 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 delivered to the party personally; (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 Section 12.2 and signed for on behalf of the party; or (3) 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 12.2.

12.2. CAECD's address is 6800 Burlison Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director. Public Agency's address is PO Box 1748, Austin, TX 78767, Attention: County Executive, TCES.

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

Section 13. Miscellaneous

13.1. 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.

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.

TRAVIS COUNTY, TEXAS

CAPITAL AREA EMERGENCY
COMMUNICATIONS DISTRICT

By _____
Name _____
Title _____

By _____
Betty Voights
Executive Director

Date _____

Date _____