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 a *Strategic Plan* to establish and maintain Next Generation 9-1-1 emergency communications service within the District.

1.2. The City of Austin ("City") is a Texas home-rule municipality situated in Hays, Travis and Williamson Counties, Texas that has agreed to participate in the District as authorized by Chapter 772 of the Health and Safety Code.

1.3. This contract is entered into between CAECD and City under Chapter 791 of the Government Code so that City can participate with CAECD in implementing the Next Generation 9-1-1 emergency communications system in the district.

Section 2. Goods and Services

2.1. City 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, City agrees to:

(1) 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 MappedALI and the *CAPCOG NG9-1-1 Transitional GIS Data Requirements,* Attachment B, to this contract. The City must develop, compile and maintain current, seamless countywide coverage for street centerlines, address points, ESNs, city limits and common places in both the incorporated and unincorporated areas of the County.

 (2) Provide to CAPCOG GIS mapping files described in Section 2.1(1) with (i) 100% complete attribution for all map graphics following the *CAPCOG NG9-1-1 Transitional GIS Data Requirements,* Attachment B, (ii) street centerline graphics spatially accurate to within + or – 10 feet of CAPCOG-provided aerial photography of the road beds, drawn or pointing in the correct direction for the corresponding address range, and "snapped" to county boundary intersection points provided by CAPCOG; (iii) addressed structure center point graphics spatially accurate to within + or – 25 feet of CAPCOG-provided aerial photography of the structures; (iv) ESN graphics spatially accurate to within + or – 50 feet of their true location with no gaps or overlaps among or between ESN boundaries, ESN and county boundaries, and ESN and city limit boundaries; (v) city-limit line graphics spatially accurate to within + or – 50 feet of their true location with no gaps or overlaps among or between city limit boundaries, ESN and city limit boundaries, and city limit and

county boundaries; and (vi) common place point graphics spatially accurate to within + or – 50 feet of their location as located on the CAPCOG provided aerial photography.

(3) Enter into contracts with Travis County, cities within Travis County, the Travis Central Appraisal District, other public entities and private interests located within the City in order to obtain Mapped ALI GIS data so the City may perform its duties described in subsection 2.1 and support the effectiveness of emergency service delivery related to 9-1-1 GIS coverages.

(4) Track county commissioners 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 commissioners court or city council take a course of action that may impact 9-1-1 data development or maintenance procedures the City will notify CAECD within two business days.

(5) Resolve conflicts and problems related to the 9-1-1 GIS data maintained by City.

(6) Submit by the first day of each month to CAPCOG's GIS Department a copy of updated GIS mapping files for street centerlines, address points, ESNs, city-limit boundaries, and common places. All files submitted to CAPCOG must be in ESRI shapefile or geodatabase format, must encompass a CAPCOG-approved selection polygon area (see Attachment C, Jurisdictional Polygon), must lie within the 2006 TNRIS Stratmap county line extent provided by CAPCOG, and must be in the projection 'State Plane – Texas Central' 'NAD83,' working units of 'Feet.' CAPCOG agrees to push the updated mapping files to the mapping servers providing data to the Public Safety Answering Points (PSAPs) within 48 hours once all of the participating shapefiles and geodatabases have passed CAPCOG's Quality Assurance/Quality Control testing and they are deemed to be accurate. Any shapefiles or geodatabases not prescribing to the *CAPCOG NG9-1-1 Transitional GIS Data Requirements,* Attachment B will be returned to the City for correction and may result in postponing the updated mapping until the shapefiles or geodatabases are deemed accurate.

(7) 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, providing Master Street Address Guide (MSAG) updates and corrections to the database vendor.

(8) 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, ESNs, city limits and common places files) and store the backup data in a secure place.

(9) Protect the confidentiality of the 9-1-1 database and of information furnished by telecommunications providers.

(10) Include metadata, in the authorized CAPCOG format, for all distributed data. All data and derivative products such as maps must include the standard City data disclaimer.

(11) Resolve any discrepancies between GIS layer databases and the MSAG database, as determined necessary by CAECD through its regular validation testing, in a timely fashion. Upon

correction of any identified errors, resubmit the revised GIS data layers to CAPCOG in a timely fashion.

(12) Resolve any discrepancies between GIS layer databases and the information displayed at the PSAP as reported by a call taker, in a timely fashion.

Section 3. Cooperative Purchasing

3.1. City may request CAECD to purchase on City's behalf, but no more often than quarterly, the 9-1-1 equipment CAECD has authorized City to purchase. City 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 equipment for City, City agrees that CAECD may deduct the cost of the 9-1-1 equipment purchased from the contract price otherwise payable to City under Section 5.

Section 4. Effective Date and Term of Contract

4.1. This contract takes effect on October 1, 2015 and it ends, unless terminated early under Section 11, on September 30, 2016.

Section 5. Contract Price and Payment Terms

5.1. CAECD agrees to compensate City in the total amounts of not to exceed **$589,431** for its performance of this contract.

5.2. City 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 City the reimbursement requested within 30 calendar days after receiving the correct and complete CAECD Quarterly GIS/Database Manager Financial Report.

5.4. If City made expenditures under this contract in violation of applicable law or policy described in Section 7, City agrees to repay the reimbursement for those expenditures to CAECD within 60 calendar days from the date CAECD notifies City of the repayment amount due and the reason repayment is required. If City does not repay the reimbursement when required, CAECD may refuse to purchase 9-1-1 equipment on City's behalf and may withhold all or part of the unpaid reimbursement from City's future entitlement to reimbursement under this or future interlocal contracts between the parties for implementation of the enhanced 9-1-1 database program.

5.5. (a) Before the 60-day repayment period expires, City may appeal in writing to CAECD its determination that City repay the reimbursement, explaining why it believes the

determination is wrong, or City 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 City's appeal or proposal or both is final.

(b) The appeal authorized by Section 5.5(a) is the only mechanism for challenging CAECD's determination under Section 5.4 that City repay the reimbursement. 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 City Database Coordinator.

6.2. City agrees to address errors identified in the performance reports.

Section 7. Compliance with Applicable Law and Policy

7.1. City 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 8. Independent Contractor, Assignment and Subcontracting

8.1. City is not an employee or agent of CAPCOG, but furnishes goods and services under this contract solely as an independent contractor.

8.2. City 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 subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and City agrees to furnish a copy of this contract to each of its subcontractors.

Section 9. Records and Monitoring

9.1. City 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. City agrees to maintain these records at City's offices.

9.2. Subject to the additional requirement of Section 9.3, City 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, City 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 City, CAECD is entitled to inspect and copy, during normal business hours at City'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 City'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 City's offices and monitor its performance of this contract to ensure compliance with applicable law and policy described in Section 7. CAECD will provide City 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 City at least 24 hours in advance of any intended visit under this Section 9. Upon receipt of CAECD's notice, City agrees to notify the appropriate department(s) specified in the notice of CAECD's intended visit.

Section 10. Nondiscrimination and Equal Opportunity

10.1. City 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.

10.2. If City procures goods or services with funds made available under this contract, City 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. Suspension and Early Termination of Contract

11.1. Except as provided in Sections 5.4 and 5.5, if CAECD or City 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 parties may agree to terminate the contract or either party may invoke the dispute resolution process of Section 12.

11.2. If this contract is terminated under Section 11, CAECD and City 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 City is liable to the other for costs it paid or incurred under this contract 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 City among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

11.4. The ending of this contract under Section 3 or its early termination under this Section 11 does not affect City's duty:

(1) to repay CAECD for expenditures made in violation of applicable law or policy in accordance with Sections 5.4 and 5.5;

(2) 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 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.

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.

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: (l) 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 13.2 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 13.2.

13.2. CAECD's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director. City's address is P.O. Box 1088, Austin, TX 78767-1088, Attention: Chief Information Officer, City of Austin, Communications and Technology Management Department.

13.3. A party may change its address by providing notice of the change in accordance with Sec. 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.

14.2. 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.

14.3. 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*
> C. Jurisdictional Polygon

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

14.5. This contract is executed in duplicate originals.

CITY OF AUSTIN, TEXAS   CAPITAL AREA EMERGENCY
                                                              COMMUNICATIONS DISTRICT

By_____   By_____
   Marc A.Ott   Betty Voights
   City Manager   Executive Director

Date_____   Date_____