

RESOLUTION NO. 2005- 27 R

A resolution approving and authorizing the City Manager to execute a one-year Interlocal Agreement with the Golden Crescent Regional Planning Commission for E-911 Service; and declaring an effective date.

IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF VICTORIA, TEXAS:

1.

The City Manager is authorized to execute a one-year Interlocal Agreement with the Golden Crescent Regional Planning Commission for E-911 Service, which is attached hereto as **Exhibit "A"** and incorporated herein, with minor changes to form as are approved by the City Attorney.

2.

This resolution shall become effective immediately upon adoption.

PASSED, this the 1st day of March, 2005.

AYES: 7

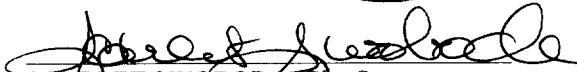
NAYS: 0

ABSTENTIONS: 0


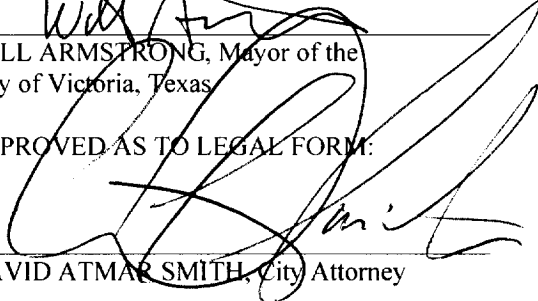
APPROVED AND ADOPTED, this the 1st day of March, 2005.



ATTEST:


SCARLET SWOBODA, City Secretary

Distribution: Legal Department
Police Department


WILL ARMSTRONG, Mayor of the
City of Victoria, Texas

APPROVED AS TO LEGAL FORM:
DAVID ATMAR SMITH, City Attorney

Copies sent: MARCH 9, 2005

STATE OF TEXAS

COUNTY OF VICTORIA

**Golden Crescent Regional Planning Commission
INTERLOCAL AGREEMENT FOR E9-1-1 SERVICE**

Article 1: Parties & Purpose

- 1.1 The Golden Crescent Regional Planning Commission (GCRPC) 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. GCRPC has developed a Strategic Plan (Plan) to establish and maintain 9-1-1 emergency telephone service in State Planning Region 17, and the Commission on State Emergency Communications (CSEC) has approved the plan.
- 1.2 The City of Victoria (local government) is a local entity that operates one or more Public Safety Answering Points (PSAPS) that assist in implementing the Plan as authorized by Chapter 771 of the Health and Safety Code.
- 1.3 This contract is entered into between GCRPC and the City under Chapter 791 of the Government code for the administration of the enhanced 9-1-1 emergency telephone system in the region.
- 1.4 The CSEC as authorized by the Health & Safety Code, Chapter 771, is the oversight and funding authority for regional councils implementing 9-1-1 and addressing/addressing maintenance services through Local Government.
- 1.5 This contract is effective when signed by both parties and will remain in effect until terminated. This Agreement may be terminated by either party in accordance with Article 10 of this Agreement.

Article 2: Stipulations

As required by the Contract for 9-1-1 Services that has been executed between the GCRPC and the CSEC, the GCRPC shall execute Interlocal Agreements between itself and its member Local Government and/or PSAPs relating to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds and adherence to applicable law. At a minimum, the parties of this contract agree:

- 2.1 To comply with applicable provisions of the state's Uniform Grant Management Standards (UGMS);

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- 2.2 That the GCRPC 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, if the CSEC requires such action be taken;
- 2.3 The local government shall return or reimburse the GCRPC and/or the Commission, as applicable law, if the CSEC requires such reimbursements;
- 2.4 That such return or reimbursement of 9-1-1 funds to the GCRPC and/or the Commission, as applicable, shall be made by the local government within 60 days after demand by the GCRPC, unless an alternative repayment plan is approved by the GCRPC and then submitted to the Commission for approval;
- 2.5 To comply with UGMS, applicable law and/or CSEC Rules, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds; in connection with the provisions of 9-1-1 service (9-1-1 equipment);
- 2.6 To maintain a current inventory of all 9-1-1 equipment consistent with UGMS, applicable law and/or CSEC Rules;
- 2.7 To reimburse the GCRPC and/or Commission for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse or negligence by PSAP employees; though this provision shall not include ordinary wear and tear or ordinary day to day use of equipment;
- 2.8 The GCRPC and Local Government will maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to the local government and all 9-1-1 funds spent by such local government for 9-1-1 service;
- 2.9 That the Commission or its duly authorized representative shall have access to and the right to examine 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 and the PSAP;
- 2.10 To permit the Commission to perform on-site monitoring of the local government or PSAPs for compliance with applicable law, and the local government agrees to cooperate fully with such on site monitoring;
- 2.11 The GCRPC, the local government, and the PSAP will continue activities in accordance with the approved Plan (including any approved amendments) as a condition of the receipt of 9-1-1 funds as prescribed by the CSEC Strategic Plan.

Article 3: Program Deliverables-9-1-1 & Addressing Equipment & Data

Local government agrees to comply with all applicable law and CSEC Rules in utilizing the following deliverables to this contract. Deliverables shall include the funding described in Attachment E and the equipment described in Attachment D.

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- 3.1 The GCRPC agrees to transfer ownership of deliverables described in Attachment D to the local government of exclusive use by the PSAP in which the equipment is placed. Before any such transfer of ownership, the GCRPC may evaluate the adequacy of controls of the local government to ensure that sufficient controls and security exist by which to protect and safeguard the equipment purchased with 9-1-1 funds for the purpose of delivery of 9-1-1 calls.
- 3.2 Equipment shall be categorized by type, according to CSEC Rule 251.6, guidelines for Strategic Plans, Amendments, and Equalization Surcharge Allocation. The basic equipment categories shall be:
 - a. 9-1-1 Equipment
 - i. Customer Premise Equipment (CPE)—telephone equipment located at the PSAPs which may include telephones, integrated workstations, servers, ANI controllers, and any other equipment necessary for 9-1-1 controllers, and any other equipment necessary for 9-1-1 call delivery to the PSAP;
 - ii. Telecommunications Device for the Deaf (TDD)
 - b. Ancillary Equipment
 - i. Uninterruptible Power Supply (UPS)
 - ii. Generators
 - iii. Recorders
 - iv. Pagers
 - v. External Ringers
- 3.3 Ownership and Transfer-of-ownership documents shall be prepared by the GCRPC and signed by both parties upon establishing ownership, or transference of ownership of any such equipment, in accordance with UGMS and the State Comptroller of Public Accounts.
- 3.4 Custodial responsibility forms will be prepared and assigned to employees by local government. Responsibilities over property and equipment should be properly segregated among employees.

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Inventory

- 3.5 The owner of the equipment shall maintain property records, reconciled to the entity's general ledger account at least once per year, in accordance with CSEC Rule 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*, UGMS, and the State Property Accounting Policy and Procedures Manual.
- 3.6 The owner of the equipment, or the party to whom responsibility is assigned, shall cooperate with the GCRPC to provide inventory information for the Annual Certification of 9-1-1 Program Assets, as required by CSEC Rules 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*.
- 3.7 All property and equipment should be tagged with identification labels.
- 3.8 A physical inventory shall be conducted at least once per year, for submission and review by GCRPC.
- 3.9 Any lost or stolen equipment shall be reported to the GCRPC as soon as possible, and shall be duly investigated by Local Government and GCRPC immediately.

Security

- 3.10 The local government shall protect the 9-1-1 equipment and secure the premises of its PSAP against unauthorized entrance or use.
- 3.11 The local government shall take appropriate security measures as may be necessary, to ensure that non-CSEC-approved third-party software applications cannot be integrated into the PSAP Customer Premise Equipment/Integrated Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*. GCRPC will purchase locks for computer drives.
- 3.12 In instances of damage to any equipment purchased with 9-1-1 funds due to intentional misconduct, abuse, misuse or negligence by Local Government employees, local government agrees to reimburse GCRPC for the cost of replacing and/or repairing said equipment. Local government shall not be liable for ordinary wear and tear on said 9-1-1 equipment.

Supplies

- 3.13 The local government shall purchase supplies necessary for the continuous operation of its 9-1-1 CPE and Ancillary equipment, as outlined in the approved strategic plan, and in compliance with proper procurement procedures to the extent supplies costs are reimbursed to the local government per the approved Plan.

Training

- 3.14 The local government shall provide calltakers and/or dispatchers access to emergency communications training. Training costs are reimbursed to the PSAP as per the approved Plan.
- 3.15 The local government shall notify GCRPC of any new 9-1-1 calltakers/dispatchers. If local government chooses to train its own personnel, the local government must certify in writing to the GCRPC that the 9-1-1 calltaker/dispatcher has been trained prior to being able to actually use the equipment funded by the 9-1-1 fees to dispatch.

Operations

- 3.16 The local government shall monitor the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate telco and GCRPC.
- 3.17 The local government shall keep a log of all trouble reports and make copies available to GCRPC as needed.
- 3.18 The local government shall notify GCRPC of any and all major service-affecting issues or issues needing escalation within a service provider's organization.
- 3.19 The local government shall test all 9-1-1 and ancillary equipment for proper operation and user familiarity at least once per month. GCRPC will monitor on a quarterly basis. Testing should include 9-1-1 test calls, placed from a wireline and wireless telephone, for basic call scenarios, including at a minimum:
- a. 9-1-1 Call—voice, ANI/ALI verification, instant playback recording (if applicable), printer;
 - b. Call transfer
 - c. Abandoned Call;
 - d. TDD Call;
 - e. ANI Call Back;
 - f. Administrative Call; and
 - g. Ancillary equipment functionality
- 3.20 The local government shall log all TDD calls, as required by the Americans with Disabilities Act of 1990, and submit copies of the logs to the GCRPC on an as-needed basis and submit a copy to the GCRPC along with the call volume statistics for the following performance measures:
- a. total monthly calls
 - b. total wireline calls
 - c. total wireless calls (if available)
 - d. average 9-1-1 call duration (if available)
 - e. outage of 9-1-1 service (type and duration)
 - f. # of TDD test calls per month
 - g. # of actual TDD calls

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- 3.21 The local government shall make no changes to 9-1-1 equipment, software or programs without prior written consent from GCRPC.

Performance Monitoring

- 3.22 Local government agrees to fully cooperate with all monitoring requests from GCRPC and/or Commission for the purposes of assessing and evaluating Local Government's performance of the deliverables specified in this contract, and as outlined in Performance Measures attached.

Article 4: Procurement

- 4.1 The GCRPC agrees to serve as Local Government's agent and purchase on local government's behalf the 9-1-1 equipment, software, services, and other items described in the current strategic plan, as requested by local government.
- 4.2 The GCRPC and the local government agree to use competitive procurement practices and procedures similar to those required by state law for cities or counties, as well as CSEC Rule 251.8, *Guidelines for the Procurement of Equipment and Services with 9-1-1 Funds*.

Article 5: Financial

As authorized in Chapter 771 of the Texas Health & Safety Code, Sections 771.055, 771.056, 771.071, 771.072 and 771.075:

- 5.1 GCRPC shall develop a plan to meet Local Government needs for the establishment and operation of 9-1-1 service throughout the region, according to standards established by the CSEC, and reviewed and approved or disapproved by the CSEC.
- 5.2 The provision of 9-1-1 service throughout the region shall be funded by emergency service fees and/or equalization surcharge, based upon priority and need, as established and provided by the CSEC.
- 5.3 Allowable and disallowable expenditures shall be determined by the rules, policies and procedures as established by the CSEC.

Article 6: Records

- 6.1 Local government agrees to maintain financial, statistical, and ANI/ALI records adequate to document its performance, costs, and receipts under this contract. Local government agrees to maintain these records, at their offices, for the current fiscal year and the previous two (2) fiscal years.
- 6.2 Local government shall maintain sufficient records detailing the significant history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection and the basis for the contract price. Local government agrees to maintain these records, at their offices, for the current fiscal year and the previous two (2) fiscal years.
- 6.3 Local government agrees to preserve the records for three (3) years after receiving final payment under this contract; if an audit of or information in the records is disputed or the subject of litigation, local government agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract;
- 6.4 The GCRPC and/or Commission is entitled to inspect and copy, during normal business hours at local government offices where they are maintained, the records maintained under this contract for as long as they are preserved. The GCRPC is also entitled to visit local government's offices, talk to its personnel and audit its records all during normal business hours, to assist in evaluating its performance under this contract.

Article 7: Nondiscrimination and Equal Opportunity

- 7.1 Local government 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, or national origin.

Article 8: Suspension for Unavailability of Funds

- 8.1 Local government acknowledges that GCRPC's sole source of funding for this contract are the 9-1-1 fees collected by service providers and received by the GCRPC. If fees sufficient to pay local government under this contract are not paid to GCRPC, or if the CSEC does not authorize GCRPC to use the fees to pay local government, GCRPC may suspend payment to local government by giving local government notice of the suspension. This suspension is effective 10 calendar days after local government's receipt of the notice. Upon suspension of payment, local government's obligations under this contract are also suspended until GCRPC resumes payment.

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Article 9: Notice to Parties

- 9.1 Notice 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 paragraph 13.2 and signed 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 9.2.
- 9.2 GCRPC's address is: 568 Big Bend Dr., Victoria, Texas 77904
Attention: Lesley Sciba
- Local Government's address is: City of Victoria-Police Department
702-B North Main, Victoria, Texas 77901
Attention: Chief Richard Jones
- 9.3 A party may change its address by providing notice of the change in accordance with paragraph 9.1.

Article 10: Effective Date and Term of Contract

- 10.1 This contract takes effect when signed on behalf of GCRPC and local government and terminates one year from date of executed contract, unless earlier terminated by either party.
- 10.2 The local government may terminate this Agreement at any time upon 60 days written notice to GCRPC. The GCRPC may terminate this agreement if:
- (a) The local government fails to fulfill any material obligation set forth in the Agreement;
 - (b) Funds are unavailable to GCRPC from which to pay for 9-1-1 equipment, service or maintenance hereunder, provided that such unavailability of funds is the result of the legislative appropriation process or other process through which GCRPC receives funding for its 9-1-1 functions and services; or
 - (c) Any federal, state or local governmental agency or regulatory body or a court of tribunal of competent jurisdiction renders or enters an order, ruling, regulation, directive, decree or judgment which restricts or prohibits GCRPC from continuing, impairs GCRPC's ability to continue, or makes impractical or unduly expensive GCRPC's continuance under this Agreement.
- 10.3 Nothing in this Agreement shall affect the right of the local government to withdraw from participation in the Plan.

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10.4 If the local government decides to withdraw from the Plan, this Agreement is terminated upon the legally effective date of such termination, and the local government's rights to receive funding pursuant to this Agreement shall be terminated at the time the district is prohibited from collecting an emergency communication fee pursuant to Texas Health and Safety Code 771.058 in the area served by the local government for 9-1-1 service.

Article 11: Miscellaneous

- 11.1 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.
- 11.2 This contract states the entire Agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.
- 11.3 If any of the provisions of this Agreement are determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if it did not contain the particular invalid or unenforceable provision(s), and the rights and obligations of the parties will be construed and enforced accordingly.
- 11.4 The following Attachments are part of this Agreement, but shall not bind either party except to the extent the party is designated therein as the party performing a prescribed duty therein or as otherwise incorporated into this Agreement:
- A. Contract for 9-1-1 Services as executed between GCRPC and CSEC;
 - C. Ownership Agreement;
 - D. Transfer of Ownership Agreement;
 - E. CSEC approved strategic plan for Local Government PSAP Operations;
 - F. PSAP Equipment & Operations Performance Measures;
 - H. Addressing/Addressing Maintenance Project Performance Measures;
 - I. CSEC Legislation, Rules, Policies and Procedures;
 - J. Uniform Grant Management Standards (UGMS).
- 11.5 This contract is not intended to inure to the benefit of or be enforceable by any other than GCRPC and local government. There are no intended third-party beneficiaries to this contract. Neither this contract nor any right to receive any payments hereunder shall be assignable.
- 11.6 This contract is executed in duplicate originals.

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11.7 This Agreement shall be governed, construed, and interpreted under the laws of the State of Texas.

**LOCAL GOVERNMENT
CITY OF VICTORIA**

**GOLDEN CRESCENT REGIONAL
PLANNING COMMISSION**

By: _____

By: _____

Typed
Name: _____

Typed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____