

SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION
9-1-1 EMERGENCY COMMUNICATIONS

INTERLOCAL CONTRACT RELATING TO THE
PLANNING, DEVELOPMENT, OPERATION AND PROVISION
OF 9-1-1 SERVICE AND THE USE OF 9-1-1 FUNDS

This Contract is entered into between the
South East Texas Regional Planning Commission

and

Jefferson County, Texas

South East Texas Regional Planning Commission

INTERLOCAL CONTRACT FOR
PLANNING, DEVELOPMENT, OPERATION AND PROVISION
OF 9-1-1 SERVICE AND USE OF 9-1-1 FUNDS

Parties and Purpose

1.1 The South East Texas Regional Planning Commission (SETRPC) 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. SETRPC has developed a Strategic Plan for the administration and operation of 9-1-1 emergency telephone service in Hardin, Jefferson, and Orange counties. The Commission on State Emergency Communications (CSEC) has approved SETRPC's current strategic plan.

1.2 Jefferson County (Public Agency) is a Texas municipality that operates one or more Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as authorized by Chapter 771 of the Health and Safety Code.

1.3 This contract is entered into between SETRPC and Public Agency under Chapter 791 of the Government Code. This contract relates to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds, and adherence to applicable law.

Goods and Services

2.1 Public Agency agrees to:

(1) cooperate with SETRPC in acquiring and installing necessary equipment for the 9-1-1 system.

(2) comply with applicable provisions of the Uniform Grant Management Standards, as established by the Governor's Office of Budget and Planning, under the authority of Chapter 783 of the Texas Government Code.

(3) comply with the Uniform Grant Management Standards, applicable law, and SETRPC policies, as outlined in Section 3 of this contract, related to ownership, transfer of ownership, and /or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service.

(4) abide by all rules, regulations, performance training standards, etc. adopted by SETRPC and CSEC or its successor agency.

(5) purchase supplies such as printer paper, printer ribbons, cleaning materials, etc. necessary for the continuous operation of PSAP(s).

(6) secure the premises of PSAP(s) against unauthorized entrance and protect the 9-1-1 equipment from unauthorized use and ensure sufficient controls and security exists by which to protect and safeguard the 9-1-1 equipment against loss, damage, or theft.

(7) practice preventive maintenance for the 9-1-1 equipment, including at a minimum, testing emergency power generators periodically, and ensuring that all equipment is working properly.

(8) participate in emergency communications training for call-takers/dispatchers as scheduled and provided by SETRPC.

(9) complete such reports and other documentation as may be reasonably required by CSEC, the PSAPs, SETRPC, or the service provider.

E 9-1-1 Equipment Purchasing and Leasing

3.1 (a) SETRPC hereby agrees to provide services and equipment, whether purchased or leased, for Public Agency including all non-recurring and monthly recurring charges for equipment and network charges as approved by the CSEC. SETRPC also agrees to provide for repairs, updates to and replacement of equipment as deemed necessary by SETRPC and as approved by the CSEC.

(b) All leased equipment remains the sole property of the lessor.

3.2 Except as noted in paragraph 3.6, SETRPC owns all 9-1-1 equipment purchased on behalf of Public Agency with emergency service fees. Public Agency is licensed to use the 9-1-1 equipment in providing enhanced 9-1-1 emergency telephone services.

3.3 Public Agency agrees to notify SETRPC in writing before encumbering, transferring, or otherwise disposing of the 9-1-1 equipment. In addition, Public Agency and PSAP(s) shall reimburse SETRPC and/or the CSEC, as applicable, for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by PSAP employees, normal wear and tear or ordinary day to day use of equipment excepted. Further, upon the installation of any additional equipment or software by SETRPC, Public Agency agrees to comply with the provisions of Exhibit "A" attached hereto and incorporated herein as referenced.

3.4 Public Agency acknowledges that SETRPC representatives will visit Public Agency on a regular basis to monitor functionality and use of all equipment associated with 9-1-1 call handling and processing and on an annual basis to conduct a physical inventory of all said equipment.

3.5 Paragraphs 3.1, 3.2 and 3.3 survive the expiration or early termination of

this contract and continue in effect so long as Public Agency use of the 9-1-1 equipment.

3.6 When 9-1-1 equipment is purchased with a combination of monies from Public Agency and emergency service fees, SETRPC may elect to transfer ownership of said equipment to Public Agency. SETRPC will provide Public Agency with a "Certification of Purchase by City/County/Agency Transfer of Ownership" document outlining the responsibilities of Public Agency. Those responsibilities include, but are not limited to, maintenance of equipment and ensuring equipment is always fully functional. Additionally, Public Agency shall provide adequate insurance policies on said equipment to provide for replacement of equipment in cases of loss where applicable.

3.7 SETRPC will provide 9-1-1 funds to Public Agency and/or PSAP(s) on a reimbursement basis using a monitoring process that provides assurances that the reimbursement requests from the Public Agency and/or PSAP(s) are complete, accurate and appropriate.

Effective Date and Term of Contract

4.1 The term of this contract shall be two years, effective on September 1, 2021 and shall terminate on August 31, 2023.

Independent Contractor

5.1 Public Agency is not an employee or agent of SETRPC, but furnishes services under this contract solely as an independent contractor.

Assignment and Subcontracting

6.1 Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of SETRPC. An attempted assignment or subcontract in violation of this paragraph is void.

6.2 If SETRPC consents to subcontracting, each subcontract is subject to all the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

Records

7.1 Public Agency agrees to assist SETRPC, where applicable, in maintaining a current inventory of all 9-1-1 equipment, consistent with the Uniform Grant Management Standards and applicable federal and state law.

7.2 Public Agency and PSAP(s) agree to comply with SETRPC requirements for documenting and reporting 9-1-1 data base errors and ANI/ALI problems.

7.3 Public Agency and PSAP(s) agree to maintain, consistent with Uniform Grant Management Standards and applicable federal and state law, adequate fiscal records and supporting documentation for all 9-1-1 funds reimbursed to Public Agency and PSAP(s) and all 9-1-1 funds spent by such Public Agency and PSAP(s).

7.4 Subject to the additional requirement of paragraph 7.5, Public Agency agrees to preserve records, at a minimum, for three years.

7.5 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.

7.6 SETRPC 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.

7.7 SETRPC is also entitled to visit Public Agency's offices, talk to its personnel, monitor and inventory equipment, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

7.8 SETRPC, CSEC, the Texas State Auditor, and/or their duly authorized representatives, 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 Public Agency, PSAP(s), or by any other entity that has performed or will perform addressing or addressing data base maintenance activities.

Nondiscrimination and Equal Opportunity

8.1 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, or national origin.

Dispute Resolution

9.1 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 paragraphs 9.1-9.2, until they have exhausted the procedures set out in these paragraphs.

9.2 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.

9.3 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 Jefferson County 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.

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

**Suspension for Unavailability of Funds; Withholding, Decrease
or Reimbursement of Funds Due to Non-compliance**

10.1 Public Agency acknowledges that SETRPC's sole source of funding for this contract is 9-1-1 emergency service fees. In the event that:

- (1) SETRPC's approved budget and/or appropriations to CSEC from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Public Agency provided for in this Agreement, and
- (2) Such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of SETRPC, and
- (3) SETRPC has exhausted all funds legally available for reimbursement to Public Agency, and no other legal procedures shall exist whereby payment hereunder can be made to Public Agency; and
- (4) SETRPC has negotiated in good faith with Public Agency to develop an alternative payment schedule or new agreement that will accommodate SETRPC's approved budget and/or appropriations for the applicable period, then SETRPC will not be obligated to reimburse Public Agency for the applicable budget year(s).

10.2 Public Agency acknowledges that SETRPC may withhold, decrease, or seek reimbursement of 9-1-1 funds in the event such funds are or were used in non-compliance with applicable federal or state law. Further, Public Agency and PSAP(s) shall return or reimburse SETRPC and/or CSEC, as applicable, any 9-1-1 funds used in non-compliance with applicable law. Such return or reimbursement of 9-1-1 funds to SETRPC and/or the CSEC, as applicable, shall be made by the Public Agency or PSAP(s) within sixty (60) days after demand by SETRPC, unless an alternative repayment plan is approved by SETRPC and CSEC.

Termination for Convenience

11.1 Either party may terminate this contract in its entirety for convenience by giving the other notice of intent to terminate. After the notice is received, the parties shall negotiate in good faith the terms and effective date of the termination. In any event, however, this contract terminates 60 calendar days after a party receives the notice of termination.

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) when a party receives a facsimile of the notice, as confirmed by the sender's facsimile machine; (3) 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 12.2 and signed on behalf of the party; or (4) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in paragraph 12.2.

12.2 SETRPC's address is 2210 Eastex Freeway, Beaumont, Texas 77703 Attention: 9-1-1 Director. SETRPC's telephone number is (409) 724-1911, and its facsimile number is (409) 347-1953. Public Agency's address is 1001 Pearl St, Beaumont, TX 77701. Attention: Sheriff Zena Stephens. Public Agency's telephone number is 409-835-8734, and its facsimile number is 409-839-2351.

12.3 Public Agency agrees to notify SETRPC of a change of address or contact information by providing notice of the change in accordance with paragraph 12.1.

Further Agreements; Miscellaneous

13.1 By their respective signatures below, SETRPC, Public Agency, and PSAP(s), as applicable, commit to continue providing 9-1-1 services as a condition of the receipt of 9-1-1 funds as prescribed by the SETRPC Strategic Plan.

13.2 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that such party is legally authorized to perform the obligations undertaken.

13.3 This contract states the entire agreement of the parties, and an amendment to this contract is not effective unless in writing and signed by all parties.

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

13.5 This contract is executed in duplicate originals.

County of Jefferson

SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION

Signature _____

Signature Shanna Burke

Printed Name: _____

Printed Name: Shanna Burke

Title: _____

Title: Executive Director

Date: _____

Date: 04/22/2021

EXHIBIT A

PSAP RULES REGARDING 9-1-1 EQUIPMENT

1. Only the designated Dispatch Supervisor or other designated supervisor is to have the administrative password or security code for the 9-1-1 computer equipment.
2. No unauthorized software is to be loaded onto the 9-1-1 system.
3. No unauthorized personnel are to service or repair the 9-1-1 system components.
4. No unauthorized personnel are to use the 9-1-1 system.
5. PSAP personnel are responsible for reporting any hardware or software problems to the appropriate service provider and/or SETRPC within a reasonable period from the time the problem is first detected.
6. Public Agency and PSAP(s) shall be liable for expenses incurred by the SETRPC in repairing or replacing software or hardware that must be replaced due to abuse or negligence or as a direct result of any violation of the rules stated herein.
7. Public Agency and PSAP(s) will not be held monetarily liable for costs incurred for items that are covered by warranty, or if they are the result of an incident over which they have no control (i.e., lightning, water because of flooding, power failure, etc.)
8. Failure to abide by these rules may result in the SETRPC terminating this agreement and not placing a PSAP at that location.