



Deep East Texas Council of Governments & Economic Development District

1405 Kurth Drive, Lufkin, Texas 75904
(936) 634-2247 Fax: (936) 639-2700

June 29, 2021

Honorable Don Lymbery, Angelina County Judge
Honorable Jim Lovell, Houston County Judge
Honorable Greg Sowell, Nacogdoches County Judge
Honorable Kenneth Weeks, Newton County Judge
Honorable Sydney Murphy, Polk County Judge
Honorable Daryl Melton, Sabine County Judge
Honorable Jeff Boyd, San Augustine County Judge
Honorable Fritz Faulkner, San Jacinto County Judge
Honorable Allison Harbison, Shelby County Judge
Honorable Doug Page, Trinity County Judge
Honorable Jacques Blanchette, Tyler County Judge

Please find enclosed the FY '22-'23 Interlocal Agreements (2 copies) for **GIS Data Services**. This is substantially the same agreement we have used for years with language changes for a NG9-1-1 environment vs an E9-1-1 environment.

Please make every effort to return both signed copies to us by August 11, 2021, so we can certify to the state that agreements are in place by August 15, 2021. Mr. Hunt will execute both copies and return one executed copy to you.

If you have questions regarding this agreement, please contact me at 936-634-2247 x5263 or vbush@detcog.gov or John Streeb at 936-634-2247 x5260 or jstreeb@detcog.gov.

Sincerely,

A handwritten signature in cursive script that reads "Van Bush".

Van Bush
Director, Regional 9-1-1 Network

Cc: Mr. Lonnie Hunt, Executive Director
Ms. Charlesetta Malone, 9-1-1 Operations Manager
Mr. John Streeb, 9-1-1 GIS Administrator

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FY '22-'23
**INTERLOCAL AGREEMENT FOR GIS & NG9-1-1 AUTOMATIC
LOCATION INFORMATION MAINTENANCE SERVICES**

Article 1: Parties & Purpose

1.1 The Deep East Texas Council of Governments (DETCOG) (RPC) 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. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 14 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **Sabine County** (Local Government) is a local government that has agreed to participate in implementing Next-Generation 9-1-1 services in the Region in accordance with the RPC's Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

1.5 Automatic location information (ALI) and Geographic Information System (GIS) data maintenance are critical components of 9-1-1 service and ensure the timely delivery of accurate 9-1-1 information and location data to the correct public safety answering point. This Agreement between the RPC and Local Government sets forth the requirements for GIS and ALI maintenance services.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260; Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all relevant new or amended policies, procedures, or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to perform the activities related to maintaining location information used in the RPC's GIS & 9-1-1 Databases as specified in the Scope of Work attached hereto.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment and its digital contents against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by DETCOG and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to the 9-1-1 Database and select GIS data as dictated by RPC staff, only to authorized personnel.

3.4.2 Any suspicious or unusual activity, which may indicate an attempt to breach the integrity of 9-1-1 equipment or systems, shall be reported immediately to RPC staff. Any, and all, actual, attempted, and/or suspected misuse of 9-1-1 equipment shall be reported immediately to RPC staff.

3.5 Training

3.5.1 The RPC shall provide training upon request of Local Government, and as approved in the Strategic Plan.

3.6 Operations

The Local Government shall:

3.6.1 Designate a GIS and ALI maintenance contact and provide related contact information to the RPC;

3.6.2 Allow 24-hour access, both physically and virtually, to the 9-1-1 equipment for routine operational needs, repair, and maintenance service, as required;

3.6.3 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site or remote virtual monitoring for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The RPC shall purchase supplies it deems necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC 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.

6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit 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 or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

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

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

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement 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; or (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 this Article and signed on behalf of the party.

12.2 The RPC's address is:

1405 Kurth Drive, Lufkin, TX 75904

The Local Government's address is:

280 Main St, Suite 103, Hemphill, TX 75948

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

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2021 and shall terminate on August 31, 2023.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 Both parties, at their discretion, may make data generated or otherwise obtained as part of this agreement available to the public without requiring a specific request, such as by making it available for download on a public website. All data distributed in this manner must comply with all applicable laws surrounding confidentiality and data privacy and must be consistent with all other requirements of this agreement, including but not limited to those specified in Article 15 Section 15.1 and Article 3 Section 3.4.

15.3 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement 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.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

- Attachment A Ownership Agreement
- Attachment B Transfer of Ownership Form
- Attachment C Scope of Work
- Attachment D Performance Measures and Monitoring
- Attachment E Commission Documents – Legislation, Rules and Program Policy Statements

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

DETCOG

Sabine County

By: _____

By: Daryl Melton

Printed Name: Lonnie Hunt

Printed Name: Daryl Melton

Title: Executive Director

Title: County Judge

Date: _____

Date: 7-9-21

Attachment A Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at county office, in Sabine County, to be the property of DETCOG, hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

[Attach equipment inventory list.]

DETCOG

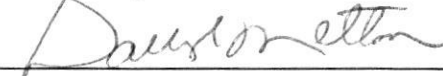
By: _____

Printed Name: Lonnie Hunt

Title: Executive Director

Date: _____

Sabine County

By: 

Printed Name: Daryl Melton

Title: County Judge

Date: 7-9-21

911 1241	5056	8/31/2017	Sabine Addressing	GIS Laptops	7HTTA06407	Panasonic
911 1250	4561.45	11/21/2019	Sabine Addressing	GIS Plotters	CN9447K00Y	
911 1254	8546	8/31/2017	Sabine Addressing	GIS Workstations		Dell
911 1267	7521.96	8/31/2015	Sabine Addressing	GIS Servers		Dell
911 1299			Sabine Addressing	Untangled Router		GIS replications

Attachment B Transfer of Ownership Form

As stipulated in Article 3 of the Agreement between _____ (RPC) and _____ (Local Government) dated _____, 20____, the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer _____ Disposition _____ Lost _____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued.....

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: ____ Yes ____ No

Proceeds, if any: _____

Approved by: _____

Title: _____

Comptroller

Date: _____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by: _____
Executive Director (or other appropriate title of agency head)

Date: _____

Attachment C Scope of Work

[Include specific ALI maintenance activities to be performed to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

DETCOG will reimburse the county up to (\$31,500)* per year under this agreement. Not to exceed \$7,875 in reimbursement during quarters 1-3. The amount can be exceeded in quarter 4 to reach the maximum indicated above.

****This is a performance based agreement and DETCOG reserves the right to terminate the Scope of Work upon 30 days written notice of non-performance.***

The county agrees to perform the following functions by employing county staff with competencies in GIS work. (Note: this is NOT an entry level clerk position). The following tasks shall be the responsibility of county staff: 1) maintain the county's electronic GIS data and map(s) per DETCOG/CSEC requirements, including but not limited to DETCOG and/or CSEC specified file formats and database schemas, 2) maintain the ALI database including MSAG, ESNs, and TN records through the state 9-1-1 ALI provider's web application and corresponding maintenance, as needed, in the county's GIS data, 3) coordinate with USPS, originating service providers (including telcos), incorporated cities, adjoining counties, elected officials, general public, and DETCOG staff to resolve errors and issues in the GIS & ALI databases in a timely manner, and 4) other issues that may be assigned related to NG9-1-1 GIS or ALI data maintenance.

Under this agreement DETCOG is assigning primary GIS and ALI maintenance responsibilities to the county.

The county is not being reimbursed for address assignment which is a county responsibility under the County Road and Bridge Act. The county staff may perform those functions for the county or other functions for the county provided the performance requirements of this Scope of Work are met.

DETCOG will provide the necessary hardware and software (including maintenance agreements) and access to the state ALI database provider's web application. DETCOG will provide technical assistance and required training to the county's designated NG9-1-1 GIS & ALI Maintenance Coordinator.

At the request of the county, DETCOG may provide additional assistance in performance of GIS projects or creation of GIS products not specified elsewhere in this agreement if it deems, in its sole discretion, both that there are sufficient resources available to perform such work and that the work to be performed falls within its authorized activities as defined by its strategic plan.

DETCOG will monitor the deliverables (functions above) on a regular basis and will provide a copy of the monitoring report to the NG9-1-1 GIS & ALI Maintenance Coordinator. Any findings not resolved satisfactorily by the NG9-1-1 GIS & ALI Maintenance Coordinator will be reported to the County Judge for corrective action. If corrective action is not satisfactory, the issue will be reported to the DETCOG Executive Director for appropriate action.

Attachment D

ALI Maintenance Performance Measures and Monitoring

RPC personnel will conduct on-site or virtual visits at least twice per year to evaluate compliance with this Agreement.

Reports

The RPC may request that the Local Government provide it with specialized reports which may include, but are not limited to:

[List reports necessary to ensure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

As requested.

Attachment E Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation: https://www.csec.texas.gov/s/statutes?language=en_US
2. Commission Rules: https://www.csec.texas.gov/s/rules?language=en_US
3. Commission Program Policy Statements: https://www.csec.texas.gov/s/program-policy-statements?language=en_US