

EAST TEXAS COUNCIL OF GOVERNMENTS

**INTERLOCAL CONTRACT FOR
COUNTY 9-1-1 DATABASE MAINTENANCE**

Article 1: Parties and Purpose

1.1. The East Texas Council of Governments (ETCOG) 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. ETCOG has developed a *Strategic Plan* to establish and maintain 9-1-1 emergency telephone services in State Planning Region 06, and the Texas Commission on State Emergency Communications (CSEC) has approved its current *Plan*.

1.2. The County of **UPSHUR** is a Texas Local Government that has completed the physical addressing process as defined by County Addressing Standards.

1.3. This contract is entered into between ETCOG and **UPSHUR COUNTY** ("The County") under chapter 791 of the Government Code so that ETCOG can maintain the physical addresses assigned in the county and assign new growth addresses in the County.

Article 2: Goods and Services

2.1 ETCOG agrees to:

- (1) Perform tasks listed in *Attachment A, Scope of Work; and*
- (2) Protect the confidentiality of addressing databases furnished by telecommunications providers.

Article 3: Contract Price and Payment Terms


3.1. After the effective date of this contract ETCOG agrees to conduct all assigned services for the amount listed in *Attachment B, Cost of Services*. The cost of services are to be prepaid and are due immediately and in advance of services to be rendered.

Article 4: Effective Date and Term of Contract

4.1. This agreement shall be in effect **September 1, 2019 to August 31, 2021**, unless sooner terminated under Article 10.

Article 5: Performance Reports

5.1 No performance reports are required under this contract.

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BY  UPSHUR COUNTY, TX.
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Article 6: Compliance with Applicable Law and Policy

6.1. ETCOG agrees to comply with all applicable law and policy in carrying out this contract. Applicable law and policy includes but are not limited to the State Administration of Emergency Communications Act, chapter 771, Texas Health and Safety Code; rules implementing the Act contained in title I, part XII, Texas Administrative Code; the *Uniform Grant Management Standards* (Governor's Office of Budget and Planning, Jan. 1998); Texas Advisory Commission on State Emergency Communications, *9-1-1 PROGRAMS Policies and Procedures*.

Article 7: Independent Contractor, Assignment and Subcontracting

7.1. ETCOG is not an employee or agent of the county, but furnishes goods and services under this contract solely as an independent contractor.

7.2. ETCOG may not assign its rights or subcontract its duties under this contract without the prior written consent of the county. An attempted assignment or subcontract in violation of this paragraph is void.

7.3. If **UPSHUR COUNTY** consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and ETCOG agrees to furnish a copy of this contract to each of its subcontractors.

Article 8: Records and Monitoring

8.1. ETCOG agrees to maintain financial, statistical, costs, and receipts under this contract. ETCOG agrees to maintain these records at their offices.

8.2. Subject to the additional requirement of paragraph 8.3, ETCOG agrees to preserve the records for three 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, ETCOG 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. **UPSHUR COUNTY** is entitled to inspect and copy, during normal business hours at ETCOG's office, the records maintained under this contract for as long as they are preserved. The county is also entitled to visit ETCOG'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. **UPSHUR COUNTY** agrees to notify ETCOG at least 24 hours in advance of any intended visit for the purposes described in paragraph 8.4. Upon receipt of the counties notice, ETCOG agrees to notify the appropriate department(s) specified in the notice.

8.6. The CSEC and the Texas State Auditor have the same inspection, copying, and visitation rights as the county.

Article 9: Nondiscrimination and Equal Opportunity

9.1. ETCOG 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 10: Suspension and Early Termination of Contract

10.1. If the county or ETCOG 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 Article 12.

10.2. Termination for breach under paragraph 10.1 does not waive either party's claim for damages resulting from the breach, and both **UPSHUR COUNTY** and ETCOG among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

10.3. The ending of this contract under Article 4 or its early termination under this Article 10 does not affect ETCOG's duty:

- (1) to repay **UPSHUR COUNTY** for expenditures made in violation of applicable law or policy in accordance with Article 6; and
- (2) to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Article 8.

Article 11: County Responsibilities

11.1 The county agrees to notify ETCOG of any changes in their Emergency Service Zones (EMS, Fire, & Law Enforcement), and/or The County boundary. The notification of the changes shall be made in writing with the supporting documentation to ETCOG at least 30 days prior to the change.

Article 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 them. To this end, the parties agree not to sue one another, except to enforce compliance with Article 12, until they have exhausted the procedures set out in this Article.

12.2. 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 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 shall 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.

Article 13: Notices 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: (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 paragraph 13.2.

13.2. ETCOG's address is:
3800 Stone Road
Kilgore, TX 75662
Attention: Executive Director

UPSHUR COUNTY'S address is:
Upshur County
P.O.Box 790
Gilmer, Texas 75644
Attention: Judge Todd Tefteller

13.3 A party may change its address by providing notice of the change in accordance with paragraph 13.1.

Article 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 an amendment to it is not effective unless in writing and signed by all parties.

14.3. The following Attachments are part of this contract:

Attachment A	Scope of Work
Attachment B	Cost of Services

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

14.5 This contract is executed in duplicate originals.

14.6 This contract replaces all previous contracts and/or amendments in effect for the purpose of provisioning 9-1-1 database maintenance for the county.

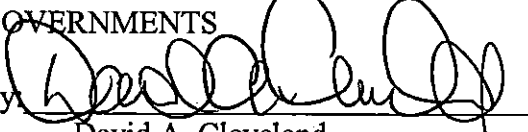
UPSHUR COUNTY, TEXAS

By: 

Todd Tefteller
Judge

Date: 8-15-2019

**EAST TEXAS COUNCIL OF
GOVERNMENTS**

By: 

David A. Cleveland
Executive Director

Date: 8/20/19

Attachment A Scope of Work

Appendix A – Scope of Work

Inventory

- Current Materials
- Base Map
- Edit Sheets
- County Databases
- Contact information for US Post Office Address Management System
- Local Points of Contact

Procedures

1. All activities are to be completed and documented, tracking new requests for addresses.
 - Example:
 - Call comes in to ETCOG.
 - Individual information is recorded on a work order sheet.
 - Physical Location is found on map.
 - Address is assigned based upon standard scheme.
 - New address is given to the owner
 - Map edits and database update is completed
 - Quality Analysis is performed
 - Address verification letter is mailed and/or emailed to the owner
 - USPS Address Management System is notified of new assignment.
2. Will follow the established guidelines for mapping database and software
 - Use ESRI products as directed for mapping maintenance
 - Use 9-1-1 Geodatabase design
 - Use 9-1-1 USPS Circular C for Master Street Address Guide (MSAG) Road Name Creation
3. Will perform all corrections, additions, and deletions to 9-1-1 Database as needed:
 - extend, correct, create or resolve conflicts within the MSAGs maintained by and for county due to but not limited to the following:
 - Changes in Fire Response Zones
 - Changes in EMS Response Zones
 - Changes in Law Enforcement Response Zones
 - Changes in Public Safety Answering Point Boundaries
 - correct, create, or resolve conflicts within the Telephone Number (TN) database which may be due to the following:
 - Error reports created by Telco submitted data
 - Changes due to re-addressing
 - Changes in Fire Response Zones
 - Changes in EMS Response Zones
 - Changes in Law Enforcement Response Zones
 - Changes due to Public Safety Answering Point Boundaries

**Attachment B
Cost of Services**


- Cost is based on 2010 Projected Census data from the web-site <http://quickfacts.census.gov>
- Cost annually is shared by the following counties (does not include cities *except for Upshur County who had Union Grove added to their population count for 9-1-1 addressing services*):

ETCOG Interlocal Database Maintenance Agreements with Cities					
County	Census Data	Cost Calculated at 10% of the Population	30% Discount	Annual Cost	Cost for Two Years
Anderson	37,069	\$3,706.90	\$1,112.07	\$2,594.83	\$5,189.66
Camp	7949	\$794.90	\$238.47	\$556.43	\$1,112.86
Gregg	14,419	\$1,441.90	\$432.57	\$1,009.33	\$2,018.66
Marion	8443	\$844.30	\$253.29	\$591.01	\$1,182.02
Rains	8003	\$800.30	\$240.09	\$560.21	\$1,120.42
Upshur	29,476	\$2,947.60	\$884.28	\$2,063.32	\$4,126.64
Van Zandt	37,327	\$3,732.70	\$1,119.81	\$2,612.89	\$5,225.78
Wood	30,086	\$3,008.60	\$902.58	\$2,106.02	\$4,212.04
					\$24,188.08

Cost is based on the addressing function only at 10% FTE of 3 employees and PTE of 2 employees.

- All other costs relative to this contract and identified as reimbursable by CSEC is paid through funds allocated to ETCOG for actual costs.

Cost is to be paid in advance of receipt of services.

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 COUNTY CLERK
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