



April 11, 2000  
10 00 a.m

COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor  
Livingston, Texas

# 31

**NOTICE** is hereby given that a regular meeting of the Polk County Commissioners Court will be held on the date stated above at which time the following subjects will be discussed,

**Agenda topics**

- 1 CALL TO ORDER
  - 2 PUBLIC COMMENTS
  - 3 INFORMATIONAL REPORTS
    - A Resolutions Recognizing Retiring Employees
    - B Report on County Surplus Auction, held Saturday, April 1, 2000
  - 4 APPROVAL OF MINUTES of the Meeting of March 28 2000
  - NEW BUSINESS
  - 5 CONSIDER RENEWAL OF TAX ABATEMENT GUIDELINES AND CRITERIA (4/25/00 - 4/25/02)
  - 6 CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES, (Pct 1, Lots 743 - 745 Foresters Retreat #3) (Pct 2 Lots 721 & 722 Blocks 7 8 & 9 Sportsman s Retreat #2)
  - 7 CONSIDER APPOINTMENT OF (2) DETCOG BOARD OF DIRECTORS TO REPRESENT POLK COUNTY FOR TERM BEGINNING JULY 1 2000
  - 8 CONSIDER APPROVAL OF PERMANENT ROAD FUND EXPENDITURES PCT 1 Culvert installation on Hillbilly Haven - approx \$350 94
  - 9 CONSIDER APPROVAL OF REVISION TO WASTE HAULER'S PERMIT APPLICATION
  - 10 CONSIDER APPROVAL OF BUDGET AMENDMENTS 2000-13 + 2000 13a
  - 11 APPROVE SCHEDULES OF BILLS (13)
  - 12 APPROVE PERSONNEL ACTION FORMS
- EXECUTIVE SESSION (as authorized by Government Code §551 072 for deliberation on real property)
- ADJOURN

Dated April 5, 2000

Commissioners Court of Polk County, Texas

By John P. Thompson, County Judge

*John P. Thompson*

I the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Polk County Courthouse at a place readily accessible to the general public at all times on Wednesday April 5, 2000 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

BARBARA MIDDLETON COUNTY CLERK

*Barbara Middleton* Deputy

FILED AND RECORDED  
OFFICE OF THE COUNTY CLERK  
2000 APR -5 AM 9 31  
Barbara Middleton  
CLERK



April 11, 2000  
10 00 a m.

#31

**COMMISSIONERS COURT**  
of Polk County, Texas  
County Courthouse, 3rd floor  
Livingston, Texas

**ADDENDUM** The following will serve to amend the Notice and Agenda Of The Commissioners Court Meeting scheduled for April 11, 2000 at 10 00 A M

**Amend;**

EXECUTIVE SESSION (to include) Government Code § 551 071 – Receive advice of legal counsel

**Add;**

- 13 CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR JAIL COMMISSARY SERVICES
- 14 CONSIDER APPROVAL OF (Amended) INTERLOCAL AGREEMENT FOR 911 SERVICE EQUIPMENT AND ADDRESSING/ADDRESSING MAINTENANCE

Commissioners Court of Polk County, Texas

Dated Friday, April 7, 2000

By *John P. Thompson*  
John P. Thompson, County Judge

I the undersigned County Clerk do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on Friday April 7 2000 and that said Addendum remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting

BARBARA MIDDLETON COUNTY CLERK  
BY *Sandra C. Prounci* Deputy

FILED AND RECORDED  
APR - 7 PH 3 10  
PUBLIC RECORDS

STATE OF TEXAS }

DATE APRIL 11, 2000

COUNTY OF POLK }

“REGULAR” CALLED MEETING  
All Present

“COMMISSIONERS COURT”

BE IT REMEMBERED ON THIS THE 11<sup>th</sup> DAY OF APRIL, 2000  
THE HONORABLE COMMISSIONERS COURT MET IN “REGULAR”  
CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS  
PRESENT, TO WIT

JUDGE JOHN P THOMPSON, PRESIDING

B E "Slim" SPEIGHTS COUNTY COMMISSIONER PCT#1, BOBBY SMITH  
COUNTY COMMISSIONER PCT #2, JAMES J "Buddy" PURVIS COUNTY  
COMMISSIONER PCT#3, R R "Dick" HUBERT COUNTY COMMISSIONER PCT#4,  
BARBARA MIDDLETON COUNTY CLERK, & BILL LAW COUNTY AUDITOR,  
THE FOLLOWING AGENDA ITEMS, ORDERS, AND DECREES WERE DULY HAD,  
CONSIDERED & PASSED

- 1 JUDGE JOHN THOMPSON CALLED THE MEETING TO ORDER AND WELCOMED  
THE GUEST AT 10 00 A M  
Rev David Robert of the Central Baptist Church of Livingston, delivered the opening  
prayer
- 2 PUBLIC COMMENTS NONE
- 3 INFORMATIONAL REPORTS
  - A MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS,  
APPROVAL OF "RESOLUTIONS" RECOGNIZING RETIRING COUNTY  
EMPLOYEE'S CHUCK STATON & DARLA AVERY JUDGE THOMPSON  
READ THE RESOLUTION AND PRESENTED TO CHUCK STATON  
DARLA AVERY WAS UNBLE TO BE PRESENT  
ALL VOTING YES (See attached)
  - B COMMISSIONER HUBERT REPORTED ON OUR ANNUAL COUNTY SURPLUS  
SALE THAT WAS HELD ON APRIL 1, 2000 BILL LAW COUNTY AUDITOR  
COMMENTED THE SALE NETTED THE COUNTY \$13,425 75
  - C COUNTY CLERK, BARBARA MIDDLETON REMINDED EVERYONE THAT  
APRIL 11<sup>th</sup> (today) IS PRIMARY RUN OFF ELECTION DAY POLLING PLACES  
WILL BE OPEN 7 00AM TO 7 00 PM
  - D COUNTY EXTENSION AGENT SYLVIA BIVENS CAME TO COURT  
RECOGNIZING OUR COUNTY OFFICIALS & CELEBRATING NATIONAL  
COUNTY GOVERNMENT WEEK APRIL 9 - 15, 2000
  - E JAMES RICHARDSON POLK CO WASTE MANAGEMENT ADMINISTRATOR,  
REPORTED ON THE MONITORING OF GROUND WATER FROM WELLS  
DRILLED

- F ANNA QUINONES EMERGENCY MANAGEMENT GAVE AN UPDATE ON CENSUS 2000 NEW CENSUS SIGNS HAVE ARRIVED FOR COUNTY AND WILL BE DISPLAYED WITHIN THE NEXT FEW DAYS SHE ASKED FOR THE ASSISTANCE OF ALL RESIDENTS OF POLK COUNTY TO PLEASE ANSWER AND RETURN THEIR CENSUS FORMS, AS SOON AS POSSIBLE
- G JUDGE THOMPSON RECOGNIZED SEVERAL MEMBERS OF THE CURRENT LEADERSHIP CLASS FROM THE CHAMBER OF COMMERCE EACH CLASS MEETS ONCE A MONTH FOR 9 MONTH PERIOD TO LEARN ALL THEY CAN ABOUT THE CITY & COUNTY
- 4 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Shm" SPEIGHTS, APPROVAL OF MINUTES OF MARCH 28,2000  
ALL VOTING YES
- 5 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS, APPROVE "ORDER" FOR RENEWAL OF TAX ABATEMENT GUIDELINES & CRITERIA, APRIL 25, 2000 THROUGH 4/252002  
ALL VOTING YES (SEE ATTACHED)
- 6 TAX FORECLOSURE PROPERTIES - OFFERS TO PURCHASE  
A PRECINCT#1  
MOTIONED BY B E "Shm" SPEIGHTS, SECONDED BY R R "Dick" HUBERT, APPROVAL TO ACCEPT OFFER TO PURCHASE LOTS 743 - 745, FORESTER'S RETREAT, SEC #3  
ALL VOTING YES  
B PRECINCT #2  
MOTIONED BY BOBBY SMITH, SECONDED BY B E "Shm" SPEIGHTS, APPROVAL TO ACCEPT OFFER TO PURCHASE LOTS 721 & 722, BLOCKS 7, 8 & 9, IN SPORTSMAN RETREAT SEC #2  
ALL VOTING YES
- 7 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY R R "Dick" HUBERT, APPROVE APPOINTMENT OF , JUDGE THOMPSON & COMM BOBBY SMITH, AS (2) MEMBERS ON THE DETCOG BOARD OF DIRECTORS, TO REPRESENT POLK COUNTY FOR THE TERM BEGINNING JULY 1,2000  
ALL VOTING YES
- 8 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVAL OF PERMANENT ROAD FUND EXPENDITURES, PRECINCT #1 CULVERT INSTALLATION ON HILLBILLY HAVEN (WILD COUNTRY SUBD )  
APPROX \$350 94  
ALL VOTING YES
- 9 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS, APPROVAL OF REVISION TO WASTE HAULER'S PERMIT APPLICATION  
ALL VOTING YES (SEE ATTACHED)
- 10 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Shm" SPEIGHTS, APPROVAL OF BUDGET AMENDMENTS #2000-13 & 2000-13 a  
ALL VOTING YES (SEE ATTACHED)

11 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS,  
 APPROVAL & PAYMENT OF BILLS BY SCHEDULES (plus addendums)  
 ALL VOTING YES (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
3 27 2000	\$89,286 01	149030 149035
3 28 2000	\$115,000 00	Electronic Transfer Texpool Inv
3 28 2000	\$10,069 63	149036 149210
3 28 2000	\$29,228 60	149211 149220
3 30 2000	\$28,466 99	274 278 & 531 537
3 30 2000	\$184,548 11	149221 149234
3 31 2000	\$128 40	149235
4 03 2000	\$140,755 45	149236 149256
4 04 2000	\$100 00	538
4 05 2000	\$67,219 75	Electronic Transfer Texpool Inv
4 05 2000	\$60,617 79	Electronic Transfer Emp W/H
4 05 2000	\$218,668 35	149257 149262
4 05 2000	\$120,457 83	149263 149410
4 11 2000	\$145,313 67	Addendum To appear on Future schedule

12 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY B E "Slim" SPEIGHTS  
 APPROVE PERSONNEL ACTION FORMS  
 ALL VOTING YES (SE ATTACHED)

RECESS REGULAR COURT SESSION - 10 27 A.M

COURT CONVENED INTO EXECUTIVE SESSION.

BEGINNING - 10.30 A.M.

As authorized under Gov't Code, Sec 551 072 and  
 Sec 551 071 To receive advice of Legal Counsel and discuss real property

RECESSED FROM EXECUTIVE SESSION AT 10 45 AM.

RECONVENED INTO REGULAR SESSION AT 10 45 A.M

ADDENDUM.

- 13 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS,  
APPROVAL TO ADVERTISE FOR BIDS ON JAIL COMMISSARY SERVICES  
ALL VOTING YES
- 14 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS,  
APPROVAL TO (AMENDED) INTERLOCAL AGREEMENT FOR 911 SERVICE,  
EQUIPMENT AND ADDRESSING/ADDRESSING MAINTENANCE  
ALL VOTING YES (SEE ATTACHED)
- 15 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Shm" SPEIGHTS,  
TO ADJOURN COURT THIS 11<sup>th</sup> DAY OF APRIL, 2000 AT 10 50 A.M  
ALL VOTING YES



JOHN P THOMPSON, COUNTY JUDGE

ATTEST



BARBARA MIDDLETON, COUNTY CLERK

C \WP51 \COMMCRT 2000 \APR11 WPD

**RESOLUTION  
of the  
POLK COUNTY COMMISSIONERS COURT**

**Recognizing the Service of  
*Chuck Staton***

WHEREAS, Chuck Staton began his employment with Polk County in October, 1979 and has served continuously in both the Sheriff's Department and the Office of the Criminal District Attorney for over 20 years, retiring as Chief Deputy Sheriff, and

WHEREAS, throughout his employment, Chuck has provided to Polk County the benefit of his qualified, dependable and loyal service and has made an enormous contribution to the organization and operation of Law Enforcement, and

WHEREAS, during his term of employment, Chuck has faithfully administered his duties while serving the needs of the citizens of this County, and

WHEREAS, Upon his retirement, this Court wishes to recognize his exemplary service and acknowledge the valuable contribution made to Polk County by this individual,

**NOW, THEREFORE, BE IT RESOLVED,**

that this Resolution be entered into the official record of the Court, recognizing the quality of public service provided by Chuck Staton to the Citizens of Polk County, Texas and hereby offering the sincere appreciation and gratitude of this Commissioners Court

**SIGNED AND ENTERED, this the 11th day of April, 2000**

\_\_\_\_\_  
John P Thompson, County Judge

\_\_\_\_\_  
B E. "Slim" Speights, Comm. Pct. 1

\_\_\_\_\_  
Bobby Smith, Comm. Pct. 2

\_\_\_\_\_  
James J "Buddy" Purvis, Comm. Pct. 3

Attest,

  
*Barbara Middleton*  
\_\_\_\_\_  
Barbara Middleton, County Clerk

\_\_\_\_\_  
R. R. "Dick" Hubert, Comm. Pct. 4

#3 (A)

**RESOLUTION  
of the  
POLK COUNTY COMMISSIONERS COURT**

**Recognizing the Service of  
*Darla Avery***

WHEREAS, Darla Avery began her employment with Polk County in August, 1986 and has served continuously in the Office of the Tax Assessor-Collector for nearly 14 years, retiring as Chief Deputy, and

WHEREAS, throughout her employment, Darla has provided to Polk County the benefit of her qualified, dependable and loyal service and has made an enormous contribution to the organization and operation of the Tax Office, and

WHEREAS, during her term of employment, Darla has faithfully administered her duties while serving the needs of the citizens of this County, and

WHEREAS, Upon her retirement, this Court wishes to recognize her exemplary service and acknowledge the valuable contribution made to Polk County by this individual,

**NOW, THEREFORE, BE IT RESOLVED,**

that this Resolution be entered into the official record of the Court, recognizing the quality of public service provided by Darla Avery to the Citizens of Polk County, Texas and hereby offering the sincere appreciation and gratitude of this Commissioners Court

**SIGNED AND ENTERED, this the 11th day of April, 2000**

\_\_\_\_\_  
John P. Thompson, County Judge

\_\_\_\_\_  
B. E. "Slim" Speights, Comm Pct 1



Attest,

*Barbara Middleton*  
\_\_\_\_\_  
Barbara Middleton, County Clerk

\_\_\_\_\_  
Bobby Smith, Comm Pct 2

\_\_\_\_\_  
James J. "Buddy" Purvis, Comm Pct. 3

\_\_\_\_\_  
R. R. "Dick" Hubert, Comm Pct 4



#5



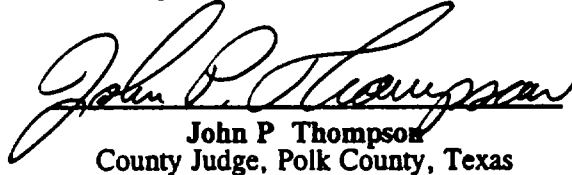
**ORDER**  
**OF THE POLK COUNTY COMMISSIONERS COURT**  
Approving Polk County's Tax Abatement Criteria & Guidelines

**Whereas,** The Polk County Commissioners Court met in a regularly called session on April 11, 2000 and where among other business found that the "*Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones Created in the County of Polk, State of Texas*", as amended April 25, 1994, have been reviewed and found to be in order, and

**Whereas,** This Court wishes to renew the existing Criteria and Guidelines for the purpose of making tax abatement incentives available within the County

**Now, Therefore, be it ordered by the Commissioners Court of Polk County, Texas, that the "*Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones Created in the County of Polk, State of Texas*", as amended April 25, 1994 are hereby approved and renewed for a period of two years**

Ordered and adopted on this, the 11th day of April, 2000

  
John P. Thompson  
County Judge, Polk County, Texas

Attest,

  
Barbara Middleton, County Clerk

Exhibit "A"

#9

**APPLICATION  
for  
POLK COUNTY WASTE HAULER PERMIT**

Name of Applicant	Home Telephone Number		
Mailing Address Of Applicant	City	State	Zip
Physical Address Of Applicant	City	State	Zip
Drivers License Number Of Applicant	State of Issue		
Company Name	Business Telephone Number		
Address If Different from Above	City	State	Zip

I, \_\_\_\_\_ of \_\_\_\_\_  
 Print Name of Applicant Title Company Name

do certify by my signature below that the operator(s) of the vehicle(s) described on the Drivers Information form and the Vehicle In Service form will not pick up hazardous, Class I industrial non hazardous infectious or any other waste not permitted in a Type I landfill I further certify that I

- 1 Will unload all trash collected on my route only at a state permitted facility and
- 2 Will maintain all receipts from the landfill(s) I use for a period of one (1) year and
- 3 Will pick up trash on my route on a regular basis (to be determined by the applicant) but not more than seven (7) days between pickups and
- 4 Will maintain my equipment in a clean and sanitary manner to prevent loss of liquid or solid waste and
- 5 The load shall be fully enclosed and at vehicle speeds exceeding 30 miles per hour shall be completely covered and the covering firmly secured so as to prevent spillage or loss of load and
- 6 Will promptly remove all spillage of waste resulting from my collection operation and
- 7 Will promptly remove all spillage of waste that may occur along my collection route or during transportation to an approved landfill and
- 8 Will not store or hold trash or waste on my vehicles(s) trailer(s) property or any other location for more than twenty four (24) hours except for periods of time during which the Polk County Landfill is closed and in such instance said storage shall not exceed forty eight (48) hours and
- 9 Will within twenty four (24) hours of issuance of permit affix my company name telephone number and waste hauler permit number on both sides of vehicle(s)/trailer(s) used to transport commercial solid waste in such a way as to be clearly visible at all times Letters and numbers shall be clearly legible not in the manner of graffiti of a height not less than three inches and of a color sufficiently different from the body of the vehicle so as to be clearly legible from a distance of 100 feet and
- 10 Will comply with all applicable state laws

\_\_\_\_\_  
 Signature of Applicant Date

NOTE Permit shall be \$50 00 annually Prior to expiration license will be considered for renewal Applicant must attach to completed application (1) check/money order for permit fee (2) county map with route information clearly highlighted (3) \$500 00 surety/property bond or irrevocable bank letter of credit and (4) Proof of vehicle insurance to

**Polk County Environmental Enforcement Office  
 3477 West FM942  
 P O Box 528  
 Leggett, Texas 77350**

Amended 11 Apr 2000

429  
Item #10

POLK COUNTY  
By Bill Law County Auditor

Budget Revision  
#2000-13

April 11 2000

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
010-342 512	Reimburse Housing Innates	-6 125 00		Per Bill Law	15 650 00	21 775 00	-6 125 00
010-691-467	Capital Credit Expenditures		1 100 00	Per Bill Law	10 384 00	9 284 00	1 100 00
010-512 300	Uniforms		750 00	Per Wyatt Cooksey	4 500 00	3 750 00	750 00
010-512-453	Equipment Repairs		750 00	Per Wyatt Cooksey	2 400 00	1 650 00	750 00
010-512-426	Travel/Transport	1 500 00		Per Wyatt Cooksey	5 000 00	6 500 00	1 500 00
010-512 391	Medical Supplies/Services		895 00	Per Wyatt Cooksey	75 000 00	74 105 00	-895 00
010-512 573	Capital Outlay	895 00		Per Wyatt Cooksey	0 00	895 00	895 00
015-271-000	R & B Fund Balance		44 063 55	Per Commissioner's Court	135 386 73	137 993 03	2,606 30
015-621-339	Road Materials	2 606 30		Per CC & Commissioner Slim Speights	7 233 47	7 808 87	-575 40
015-369-200	Reimburse Materials	575 40		Per Commissioner Bobby Smith	133 015 77	175 048 42	42 032 65
015-622-339	Road Materials	42 032 65		Per CC & Commissioner Bobby Smith			
015-370-125	Pct 1 Sale of Assets	210 500 00		Per Shilteen Cowen	-400 00	210 900 00	210 500 00
061-869-409	Interest 1997 Time Warrants	1 375 42		Per Shilteen Cowen	15 234 50	16 609 92	1 375 42
061-829-409	1997 Series Time Warrants	61 320 00		Per Shilteen Cowen	137 913 40	199,233 40	61 320 00
015-621 573	Capital Credits <i>Outlay</i>	147 804 58		Per Shilteen Cowen	5 572 91	153 377 49	147 804 58
032-595-456	Parts & Repairs		3 000 00	Per James Richardson	181 945 30	178 945 30	3 000 00
032-595-427	Travel/Training	3 000 00		Per James Richardson	5 000 00	8 000 00	3 000 00
070-995-530	Monitoring Fees	1 334 85		Per Judge John Thompson	630 00	1 964 85	1 334,85

Total 44 668 40

50 558 55

Approved By   
Date 4/11/00

Item #10

POLK COUNTY  
By Bill Law County Auditor

Budget Revision  
#2000-13a

April 11 2000

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
010-401-600	Auction Distribution	12 878 75		Auction 2000	0 00	12 878 75	12 878 75
010-370-175	County Auction Monies	14 917 50		Auction 2000	0 00	14 917 50	14 917 50
032 595-490	Miscellaneous	2 756 50		Auction 2000	3 000 00	5 756 50	2 756 50
015-622 337	Materials/Supplies	101 00		Auction 2000	21 433 00	21 534 00	101 00
015-621-339	Road Materials	2 511 00		Auction 2000	137 993 03	140 504 03	2 511 00
015-624-339	Road Materials	3 003 50		Auction 2000	69 358 98	72 362 48	3 003 50
015-623-339	Road Materials	2 990 00		Auction 2000	52 507 13	55 497 13	2 990 00
010-560-572	Office Furnishings/Supplies	452 50		Auction 2000/Seized Items	2 500 00	2 952 50	452 50
051-645-490	Office Supplies	25 00		Auction 2000	400 00	425 00	25 00
015-622-339	Road Materials	8 000 00		Per Commissioner Bobby Smith	175 048 42	183 048 42	8 000 00
015-622-337	Materials/Supplies		8 000 00	Per Commissioner Bobby Smith	21 534 00	13 534 00	-8 000 00
015-360-200	Miscellaneous Revenue	368 39		Per Bill Law	500 00	-868 39	-368 39
015-623-337	Material/Supplies	368 39		Per Bill Law	18 172 23	18 540 62	368 39
Total		17 800 75	8 000 00				

Approved By   
Date 4/11/00

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	58 651 89
015	ROAD & BRIDGE ADM	13 403 34
027	SECURITY FUND	328 56
032	ENVIRONMENTAL SERVICES	3 340 55
101	ADULT SUPERVISION	8 447 35
108	CCP - SURVEILLANCE	1 017 76
109	SPECIALIZED CASELOAD CCP	306 86
184	JUVENILE PROBATION	685 51
185	CCAP - JUVENILE PROBATION	3 103 19
TOTAL OF ALL FUNDS		89 286 01

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

V H LAW

*U. D. Law*

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*John V. Thompson*

DATE 03/28/2000 ELECTRONIC FEDERAL TAX PAYMENTS VCH011 PAGE 1

REF #	VEN #	VENDOR NAME	AMOUNT
ACH097		TEXPOOL	\$115 000 00
TOTAL AMOUNT			\$115 000 00

*John D. Longman*

TEXPOL	2000 810-151-000 INVESTMENTS	GENERAL	03/28/00	10 000 00
	2000 838-151-000 INVESTMENTS	WASTE MGMT.	03/28/00	70 000 00
	2000 815-151-000 INVESTMENTS	ROAD & BRIDGE	03/28/00	35 000 00
				115 000 00

TRANSFER TO  
TRANSFER TO  
TRANSFER TO

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	8 871 73
015 ROAD & BRIDGE ADM	713 91
032 ENVIRONMENTAL SERVICES	222 86
049 DISTRICT ATTY HOT CHECK FUND	209 65
051 AGING DEPT	6 35
088 JUDICIARY FUND	45 13
TOTAL OF ALL FUNDS	10 069 63

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

*V H LAM*

V H LAM

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	8 826 60
015 ROAD & BRIDGE ADM	875 00
070 ENV SERVICE - 94 CO ISSUE	19 527 00
TOTAL OF ALL FUNDS	29 228 60

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

*W H Law*

W H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*John A. Thompson*



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	27 796 50
028 POLK COUNTY HISTORICAL COMM	670 49
TOTAL OF ALL FUNDS	28 466 99

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

*M. H. Law*

V H LAW

\_\_\_\_\_  
COUNTY AUDITOR

JOHN THOMPSON

*John A. Thompson*

COUNTY JUDGE

\_\_\_\_\_

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	109 625 57
015 ROAD & BRIDGE ADM	28 570 78
027 SECURITY FUND	930 26
032 ENVIRONMENTAL SERVICES	9 504 51
048 DISTRICT ATTY SPECIAL FUND	380 63
051 AGING DEPT	5 143 42
083 MUSEUM OPERATING FUND	283 97
101 ADULT SUPERVISION	18 070 38
104 DTP - CSR	163 61
108 CCP - SURVEILLANCE	2 079 60
109 SPECIALIZED CASELOAD CCP	947 70
184 JUVENILE PROBATION	2 686 75
185 CCAP - JUVENILE PROBATION	6 160 93
TOTAL OF ALL FUNDS	184 548 11

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

W H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*John H. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	128 40
TOTAL OF ALL FUNDS	128 40

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

W H LAU

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*[Signature]*  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	88 350 86
015	ROAD & BRIDGE ADM	21 382 24
027	SECURITY FUND	21 443 68
032	ENVIRONMENTAL SERVICES	10 080 17
048	DISTRICT ATTY SPECIAL FUND	182 61
051	AGING DEPT	2 879 44
061	DEBT SERVICE FUND	300 00
083	MUSEUM OPERATING FUND	145 54
088	JUDICIARY FUND	200 00
093	CO CLERK RECORDS MGMT FUND	910 00
101	ADULT SUPERVISION	9 697 22
108	CCP - SURVEILLANCE	1 111 50
109	SPECIALIZED CASELOAD CCP	508 80
184	JUVENILE PROBATION	1 389 66
185	CCAP - JUVENILE PROBATION	3 173 73
TOTAL OF ALL FUNDS		140 755 45

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

W H LAU

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*[Signature]*  
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SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
028 POLK COUNTY HISTORICAL COM	100 00
TOTAL OF ALL FUNDS	100 00

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

*W H Law*

W H LAW

COUNTY AUDITOR

*John P Thompson*

JOHN THOMPSON

COUNTY JUDGE

DATE 04/05/2000 ELECTRONIC FEDERAL TAX PAYMENTS VCH011 PAGE 1

REF # VEN # VENDOR NAME

ACH098 TEXPOOL

AMOUNT \$67 219 75

*John S. Thompson*

8000 015-151-000 INVESTMENTS  
 8000 028-151-000 INVESTMENTS  
 8000 090-151-000 INVESTMENT-DRUG SEIZURE  
 8000 091-151-000 INVESTMENT-DRUG SEIZURE

ROAD A DELOS 04/04/00 M N 07  
 WASTE MGMT 04/04/00 M N 07  
 DRUG SEIZURE 04/04/00 M N 07  
 DRUG SEIZURE 04/04/00 M N 07

TRANSFER TO  
 TRANSFER TO  
 TRANSFER TO

TEXPOOL

~ 5

05 000 00  
 50 000 00  
 1 917 75  
 1 368 00  
 07 219 75

DATE 04/05/2000 ELECTRONIC FEDERAL TAX PAYMENTS VCH011 PAGE 1

REF # VEN # VENDOR NAME AMOUNT

ACH099 FIRST STATE BANK \$60 617 79

TOTAL AMOUNT \$60 617 79

ACH099	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	65 795 05
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	203 017
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	94 859
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	41 790
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	179 280
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	617 000
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	502 225
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	132 276
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	194 271
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	144 422
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	748 132
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	354 222
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	165 445
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	1 114 011
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	142 849
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	201 144
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	1 260 749
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	321 900 260
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	7 224
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	7 224
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	7 224
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	2 970 322
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	207 540
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	148 440
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	145 440
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	117 222
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	4 345 976
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	944 432
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	411 131
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	491 211
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	488 260
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	191 222
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	1 620 311
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	15 204 711
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	931 249
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	45 011
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	1 005 911
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	1 505 231
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	37 411
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	24 440
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	1 824 300
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	1 824 300
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	114 249
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	213 132
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	238 222
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	97 550
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	244 411
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	1 234 440
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	408 440
2000	010-000-100	SALARIES PAYABLE	FICLAW PPE 0328200	0312000	03/31/00	M	04	121 607 711

*John D. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1 500 00
015 ROAD & BRIDGE ADM	147 804 58
061 DEBT SERVICE FUND	69 363 77
TOTAL OF ALL FUNDS	219 668 35

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

*William H. Law*

W H LAW

*John Thompson*

COUNTY AUDITOR

*John Thompson*

JOHN THOMPSON

*John Thompson*

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	49 142 51
015 ROAD & BRIDGE ADM	47 364 32
017 LATERAL ROAD FUND	2 118 48
032 ENVIRONMENTAL SERVICES	7 027 93
040 LAW LIBRARY FUND	1 914 00
049 DISTRICT ATTY HOT CHECK FUND	734 59
051 ASINS DEPT	11 336 00
093 CO CLERK RECORDS NIGHT FUND	820 00
TOTAL OF ALL FUNDS	120 457 83

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

W H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*John S. Thompson*



2/1/00

DATE MARCH 29 2000 THROUGH APRIL 11 2000

NO	EMPLOYEE	DEPT	JOB	TYPE OF	SALARY GROUP	ACTION TAKEN
(1)	WILLIAM W MEADOWS	ROAD & BRIDGE PCT #2	#109 LIGHT EQUIPMENT OPERATOR	REGULAR FULL TIME	13/1 \$ 19 158 10	NEW-HIRE EFFECTIVE 03/30/00 Emerg hire
(2)	NOVE	AGING	#1265	REGULAR	UNCLASSIFIED	RESIGNED EFFECTIVE 03/31/00
(3)	WALDREP PHILIP M	ESCAPEES JAIL	COOK #1055	PART TIME REGULAR	\$6 79 12/1	NEW-HIRE
(4)	RICHARD L BAILEY	JAIL Road, Bridge Adms	CORRECTIONS OFFICER #1053/Shift Supervisor #1055	REGULAR FULL TIME	\$19,239 30 15/1 \$21,132.00	NEW-HIRE EFFECTIVE 04/08/00 Emerg hire
(5)	WANDA D RYAN	JAIL	CORRECTIONS OFFICER #1055	LABOR (-900) POOL	12/1 \$9 77	NEW-HIRE EFFECTIVE 04/08/00 Emerg hire
(6)	ALENE EDMONDS	PERSONNEL	#102 SECRETARY	LABOR POOL	9/1 \$7 56	RESIGNED EFFECTIVE 04/03/00
(7)	JOHN W SANDERS	SHERIFF	#1037 DEPUTY SHERIFF PATROL	REGULAR FULL TIME	16/2 \$22 756 69	PROMOTION TO #1036 SERGEANT 10/1 \$24,498 16 EFFECTIVE 04/12/00
(8)						
(9)						
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						
(16)						
(17)						
(18)						
(19)						
(20)						
(21)						



#14

**INTERLOCAL AGREEMENT FOR E9-1-1 SERVICE, PSAP  
EQUIPMENT AND ADDRESSING/ADDRESSING MAINTENANCE**

**Article 1 Parties & Purpose**

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

1 2 Polk County is a local government that operates one or more Public Service Answering Points (PSAPs) that assist in implementing the Plan as authorized by Chapter 771 of the Health and Safety Code.

1 3 Polk County is a local government that is authorized to perform addressing and/or addressing maintenance activities under the County Road and Bridge Act.

1 4 This contract is entered into between RPC and Local Government under Chapter 791 of the Government Code so that Local Government can participate in the enhanced 9-1-1 emergency telephone system in the region and perform addressing and/or addressing maintenance activities.

1 5 The Commission on State Emergency Communications (CSEC, or Commission), 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 governments.

**Article 2 Stipulations**

As required by the Memorandum of Understanding (MOU) that has been executed between the RPC and the CSEC, the RPC shall execute interlocal agreements between itself and its member local governments 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),

2 2 That 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 and/or CSEC Rules,

2 3 That local governments and PSAPs shall return or reimburse the RPC and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law and/or CSEC Rules,

2 4 That such return or reimbursement of 9-1-1 funds to the RPC and/or the Commission, as applicable, shall be made by the local government or PSAP 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,

2 5 To comply with the Uniform Grant Management Standards (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 Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules,

2 7 To reimburse the RPC 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 That the RPC and local governments and/or PSAPs will maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to such local governments and PSAPs and all 9-1-1 funds spent by such local governments and PSAPs for 9-1-1 service, with specific detail for 9-1-1 funds received or spent relating to addressing or addressing maintenance activities, and consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules and as approved in the RPC's current strategic plan

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, the PSAP, or by any other entity that has performed or will perform addressing or addressing maintenance activities,

2 10 To recognize that the Commission reserves the right to perform on-site monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with applicable law and the RPC and local government agrees to cooperate fully with such on-site monitoring,

2 11 To provide a commitment by the RPC, the local government, or PSAP, as applicable, to continue addressing and address maintenance 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 RPC Strategic Plan

**Article 3 Program Deliverables – 9-1-1 & Addressing Equipment & Data**

Local government agrees to comply with all applicable law, CSEC Rules and RPC policies in providing the following deliverables to this contract. To the extent that RPC policies are not consistent with applicable law, the applicable law will prevail.

Ownership, Transference & Disposition

3 1 The RPC shall establish ownership of all property and equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government. Before any such transfer of ownership, the RPC should evaluate the adequacy of controls of the prospective receiver 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 call delivery to the PSAP,
- ii Telecommunications Device for the Deaf (TDD)

b. Addressing Equipment

- i Computers – hardware and software
- ii Digitizers, Printers and Plotters
- iii Road Sign Machines and Materials
- iv GPS Receivers and software
- v Distance Measuring Devices (DMD)
- vi GIS Workstations and software

c. 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 RPC 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 The owner of the equipment shall provide adequate insurance policies on such equipment to provide for the replacement of the equipment in cases of loss where applicable

3 5 Custodial responsibility forms should be prepared and assigned to employees Responsibilities over property and equipment should be properly segregated among employees

3 6 Upon disposition of equipment due to obsolescence, failure, or other planned replacement, transfer documents and Capital Recovery Asset Disposal Notices (as required by CSEC Rule 251 5) shall be prepared by RPC in accordance with UGMS and the State Comptroller of Public Accounts

Inventory

3 7 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 \_\_\_ *Guidelines for Inventory and Disposition of 9-1-1 Funded Equipment*, UGMS, and the State Property Accounting Policy and Procedures Manual

3 8 The owner of the equipment, or the party to whom responsibility is assigned, shall cooperate with the RPC to provide inventory information for the Annual Certification of 9-1-1 Program Assets, as required by CSEC Rules 251 5, *Guidelines for Equipment Maintenance and Capital Asset Recovery*, and 251 \_\_\_, *Guidelines for Inventory and Disposition of 9-1-1 Funded Equipment*

3 9 All property and equipment should be tagged with identification labels

3 10 A physical inventory shall be conducted at least once per year, for submission and review by RPC

3 11 Any lost or stolen equipment shall be reported to the RPC as soon as possible, and shall be duly investigated by Local Government and RPC immediately

Security

3 12 Protect the 9-1-1 equipment and secure the premises of its PSAPs against unauthorized entrance or use

3 13 Operate within standard procedures, as established by RPC, and 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, or Addressing/Addressing Maintenance computers, as outlined in CSEC Rule 251 7

3 14 Adhere to Health & Safety Code, Section 771 061, Confidentiality of Information in maintaining 9-1-1 and Addressing databases

#### Maintenance

3 15 Practice preventive maintenance of the 9-1-1 and/or Addressing equipment, software, and databases, including, at a minimum backing up data biweekly on a removable medium and storing the removable medium in a secure place

3 16 Upgrade its 9-1-1 and/or Addressing equipment and software, as authorized in the current Plan, by requesting RPC to purchase on its behalf new equipment and/or software

3 17 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 RPC for the cost of replacing and/or repairing said equipment

#### Supplies

3 18 Purchase supplies necessary for the continuous operation of its 9-1-1 CPE, Addressing and Ancillary equipment, as outlined in the approved RPC Strategic Plan, and in compliance with proper procurement procedures

#### Training

3 19 Provide calltakers and/or dispatchers access to emergency communications training as approved in the strategic plan, or as determined by the local government

3 20 Notify RPC of any new 9-1-1 calltakers/dispatchers and schedule for training as soon as is possible If Local Government chooses to train its own personnel, the Local Government must certify in writing to the RPC that the 9-1-1 calltaker/dispatcher has been trained prior to using the equipment funded by 9-1-1 fees

#### Operations

3 21 Designate a PSAP Supervisor and provide related contact information as a single point of contact for RPC

3 22 Coordinate with RPC and local elected officials in the planning for, implementation and operation of, all 9-1-1 equipment

3 23 Monitor the 9-1-1 calltakers and equipment and report any failures or

maintenance issues immediately to the appropriate telco and RPC

3 24 Keep a log of all trouble reports and make copies available to RPC as needed

3 25 Notify RPC of any and all major service-affecting issues or issues needing escalation within a service provider's organization

3 26 Test all 9-1-1 and Ancillary equipment for proper operation and user familiarity at least once per month 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

g Ancillary equipment functionality

3 27 Test all 9-1-1 Telecommunications Devices for the Deaf (TDD) for proper operation and to maintain user familiarity at least once per month

3 28 Log all TDD calls as required by the Americans with Disabilities Act of 1990, and submit copies of the logs to the RPC on an as-needed basis

3 29 Limit access to all 9-1-1 equipment and related data only to authorized public safety personnel Notify RPC of any and all requests for such data, prior to release of any 9-1-1 data

3 30 Make no changes to 9-1-1 equipment software or programs without prior written consent from RPC

3 31 Provide a safe and healthy environment for all 9-1-1 calltakers/dispatchers which enhances proper use and maintenance of 9-1-1 equipment

#### Performance Monitoring

3 32 Local Government agrees to fully cooperate with all monitoring requests from RPC and/or Commission for the purposes of assessing and evaluating Local Government's performance of the deliverables specified this contract, and as outlined in Performance Measures attached

#### **Article 4 Procurement**

4 1 The RPC agrees to serve as Local Government's agent and purchase on Local Government's behalf the 9-1-1 and/or Addressing equipment software, services, and other items described in the current strategic plan

4 2 The RPC 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

**Article 5 Addressing & Addressing Maintenance**

If the Local Government is providing the RPC with addressing and/or addressing maintenance services, the Local Government agrees to abide by all conditions of this contract, with the addition of the following stipulations

5 1 Provide a written commitment to the RPC to continue addressing and/or addressing maintenance activities in accordance with the approved strategic plan as a condition of the receipt of 9-1-1 funds as prescribed by the RPC strategic plan

5 2 Adopt addressing and/or addressing maintenance standards, a property numbering method, and designate an addressing maintenance body

5 3 Provide, through attachment to this contract, specific addressing/addressing maintenance budget, as approved in the current strategic plan and performance measures and any due dates associated with such plans and/or measures

**Addressing Project Deliverables**

Local Government agrees to provide and maintain addressing and/or addressing maintenance functions in return for funding through RPC and CSEC At a minimum, Local Government agrees to perform the following tasks

5 4 Appoint a 9-1-1 Addressing Coordinator to serve as a single point of contact for RPC

5 5 Coordinate addressing activities within the Local Government's jurisdiction to develop and enhance the addressing project

5 6 Assign street addresses and ranges name streets and resolve addressing conflicts and problems

5 7 Provide an address to any citizen requesting a physical address

5 8 Establish efficient procedures for updating and maintaining all addressing data through review and revisions due to changes in Local Government ordinances and/or subdivision regulations

5 9 Seek information regarding any actions approved by Local Governmental bodies as they relate to the development and improvement of emergency services delivery Communicate related information to RPC

5 10 Collect and deliver existing addressing information in the county to RPC in the format requested and approved by the RPC RPC will collect, house

and maintain all addressing data and information provided by Local Governments

- 5 11 Verify and certify all addressing database information for accuracy
- 5 12 Provide RPC addressing and MSAG changes according to established performance measures
- 5 13 Transmit information to Post Office and notify residents of new addresses and/or any changes
- 5 14 Establish and implement procedures to keep the public informed of the addressing activities
- 5 15 Maintain addressing equipment and data as prescribed in Article 3, Program Deliverables – 9-1-1 & Addressing Equipment & Data (above)
- 5 16 Adhere to Health & Safety Code, Section 771 061, Confidentiality of Information, in maintaining 9-1-1 and Addressing databases (Article 3 12 above)
- 5 17 Adhere to proper procurement procedures as referenced in Article 4 (above)
- 5 18 Local Government may request reimbursement for expenditures from RPC on a quarterly basis in conformance with the addressing/addressing maintenance budget attachment to this contract, and with the approved strategic plan

5 19 Local Government agrees to fully cooperate with all monitoring requests from RPC and/or Commission for the purposes of assessing and evaluating Local Government's performance of the addressing and/or addressing maintenance deliverables specified this contract, and as outlined in Performance Measures attached

***Article 6 Addressing/Vendor Contract Administration  
Assignment & Subcontracting***

6 1 Local Government may not assign its rights or subcontract its duties, such as addressing and/or addressing maintenance, under this contract without the prior written consent of RPC. An attempted assignment or subcontract in violation of this paragraph is void.

***Addressing/Vendor Contract Administration***

If RPC provides written consent, the Local Government may enter into contracts for services such as addressing and/or addressing maintenance with independent contractors. In such instances the Local Government agrees to

6 2 Implement a contract administration system that ensures contractors perform in accordance with the terms, conditions and specifications of

their contracts or purchase orders

6 3 Include performance bonds a provision making refunds available for lack of quality performance, and/or contractual performance penalties in contracts with vendors to be paid from 9-1-1 funds

6 4 Include contract termination and modification provisions which promote quality performance and compliance by vendors for contracted items and services

6 5 Include a contract provision to any addressing vendor contract which specifically states that any and all data developed by an addressing vendor is owned by the local government, not the vendor

6 6 Notify the RPC of any performance or compliance issues with vendors that have not been satisfactorily corrected within 60 days of notice to the vendor

**Article 7 Financial**

As authorized in Chapter 771 of the Texas Health & Safety Code, Sections 771 055, 771 056 771 071, 771 072 and 771 075

7 1 Each regional planning commission shall develop a plan to meet Local Government needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established by the CSEC, and reviewed and approved or disapproved by the CSEC

7 2 The provisioning 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, through the regional councils

7 3 Allowable and disallowable expenditures shall be determined by the rules, policies and procedures as established by the CSEC, and as provided for the Local Government in the RPC's approved strategic plan

7 4 If applicable, RPC will reimburse Local Government for allowable addressing costs, established in the strategic plan approved by the CSEC, and outlined in the associated Addressing/Addressing Maintenance Contract

**Article 8 Records**

8 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

8 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.

8.3 Local Government agrees to preserve the records for three 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.

8.4 The RPC 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 RPC 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.

8.5 The RPC agrees to notify Local Government at least 24 hours in advance of any intended visit for the purposes described in paragraph 8.4. Upon receipt of such notice, Local Government agrees to notify the appropriate departments specified in the notice.

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

**Article 9 Nondiscrimination and Equal Opportunity**

9.1 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 10 Dispute Resolution**

10.1 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 10.1 - 10.4, until they have exhausted the procedures set out in these paragraphs.

10.2 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.

10.3 If the representatives cannot resolve the dispute within 30 calendar days

after the first negotiation meeting, the parties agree to refer the dispute to a mutually designated legal mediator. Each party shall pay half the cost of the mediation services.

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

**Article 11 Suspension for Unavailability of Funds**

11.1 Local Government acknowledges that RPC's sole source of funding for this contract are the 9-1-1 fees collected by service providers and received by the RPC. If fees sufficient to pay Local Government under this contract are not paid to RPC or if the CSEC does not authorize RPC to use the fees to pay Local Government, RPC may suspend payment to Local Government by giving Local Government notice of the suspension. The 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 RPC resumes payment.

**Article 12 Notice to Parties**

12.1 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 14.2 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 12.2.

12.2 RPC's address is 274 East Lamar St., Jasper, TX 75951  
Attention: Walter G. Diggles, Executive Director

Local Government's address is Attention:

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 of Contract**

13.1 This contract takes effect when signed on behalf of RPC and Local Government and it ends on August 31, 2001.

**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

a Memorandum of Understanding as executed between RPC and CSEC,

b RPC Policy and Procedures Manual (if available),

c Ownership Agreement,

d Transfer of Ownership Agreement,

e CSEC approved strategic plan for Local Government PSAP Operations and Addressing,

f PSAP Equipment & Operations Performance Measures,

g Addressing/Addressing Maintenance Project Contract & Budget,

h Addressing Project Performance Measures,

i CSEC Legislation, Rules, Policies and Procedures

14 4 This contract is binding on and to the benefit of the parties' successors in interest

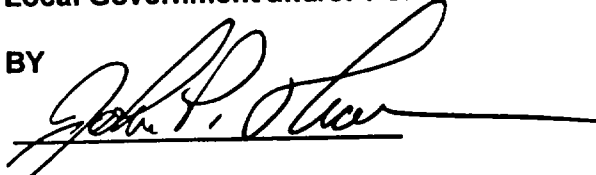
14 5 This contract is executed in duplicate originals



SIGNATURES APPROVING INTERLOCAL AGREEMENTS

Local Government and/or PSAP

BY



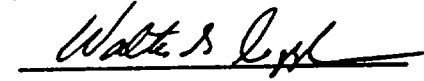
John Thompson

County Judge

\_\_\_\_\_  
DATE

Deep East Texas Council of Governments

BY



Walter G. Diggles

Executive Director

\_\_\_\_\_  
DATE

**ATTACHMENTS**

**Attachments to Interlocal Contract for E9-1-1 Service, PSAP Equipment and Addressing/Addressing Maintenance**

The following documents are provided, hereafter, as part of this executed contract. Changes may not be made to the contract, or amendments to the contract, without written notice and modification of the original contract.

- A Memorandum of Understanding as executed between RPC and CSEC,
- B RPC Policy and Procedures Manual (if available),
- C Ownership Agreement,
- D Transfer of Ownership Agreement,
- E CSEC approved strategic plan for Local Government PSAP Operations and Addressing,
- F PSAP Equipment & Operations Performance Measures,
- G Addressing/Addressing Maintenance Project Contract & Budget
- H Addressing Project Performance Measures
- I CSEC Legislation, Rules, Policies and Procedures

**Attachment A**  
**Memorandum of Understanding**

Attached is the Memorandum of Understanding as executed between the RPC and the CSEC Interlocal agreements between the RPCs and participating Local Governments, for the planning development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds shall be governed by this document  
See attached



**Advisory Commission on  
State Emergency Communications**

Ron Harris Chair  
Glenda Burdick  
Jimmy Burson  
Ernest J. Carey  
Rep. Bill Carter  
Pat Craven  
Eloy A. DeLaO Jr.  
Randall K. Elliston  
Dawn Heikkila  
Rep. Terry Keel  
Harold Wayne Miller  
Bill Munn  
Dennis Perrotta  
Jim Ray  
Sen. David Sibley  
Wayne Whiteaker

August 10, 1999

Mr. Jim Goerke  
Executive Director  
Advisory Commission on State Emergency Communications  
333 Guadalupe, Suite 2-212  
Austin, Texas 78701-3942

James D. Goerke  
EXECUTIVE DIRECTOR

Mr. Walter Diggles  
Executive Director  
Deep East Texas Council of Governments  
274 E. Lamar  
Regional 9-1-1 ENS  
Jasper, TX 75951

Re *Amendment and Extension of MOU between ACSEC and RPC*

**I Statement of Purpose**

The purpose of this letter agreement is to amend that certain memorandum of understanding between the Advisory Commission on State Emergency Communications ("ACSEC") and Deep East Texas Council of Governments (the "RPC"), dated January 20, 1999, (the "MOU"), in order to comply with the requirements of HB 1983 (76<sup>th</sup> Legislature), amending the Texas Health & Safety Code, Chapter 711, relating to State Administration of Emergency Communications. A true and correct copy of the MOU is attached hereto and incorporated herein for all purposes as Exhibit A.

**II Extension of Termination Date**

The RPC and ACSEC expressly agree and acknowledge that the termination date in Article 6, section 6.5 of the MOU is amended to provide for the termination of the MOU on the earlier of either November 1, 1999, or the date a contract for services is executed by and between ACSEC and the RPC. The MOU, as amended by this letter agreement, shall remain in effect until the earlier of either November 1, 1999 or the date a contract for services is executed by and between ACSEC and the RPC.

333 Guadalupe Street  
Suite 2-212  
Austin Texas 78701 3942  
512-305-6911 V/TTY  
512-305-6937 FAX  
www.911.state.tx.us



### III Flow of Funds from Service Providers to ACSEC to RPC

#### 3 1 9-1-1 Emergency Service Fees

Effective September 1, 1999, and in accordance with Texas Health & Safety Code § 771 071(e), as amended by HB 1983, all 9-1-1 emergency service fees collected by local exchange service providers shall be remitted, not later than 30 days after the last day in the month in which the fees are collected, directly to ACSEC for deposit to the credit of the 9-1-1 services fee fund in the state treasury

ACSEC shall distribute money appropriated by the legislature to ACSEC from the 9-1-1 services fee fund to the RPC in accordance with the formula described by Texas Health & Safety Code § 771 078(b)(1), as amended by HB 1983. The RPC shall distribute the money received from ACSEC to the public agencies within its jurisdiction for use in providing 9-1-1 services

#### 3 2 Wireless Service Fees

Also effective September 1, 1999, and in accordance with Texas Health & Safety Code § 771 0711(b), as amended by HB 1983, wireless service fees collected by wireless service providers shall be remitted, not later than 30 days after the last day in the month in which the fees are collected, directly to ACSEC for deposit to the credit of the 9-1-1 services fee fund in the state treasury

ACSEC shall distribute money appropriated by the legislature to ACSEC from the 9-1-1 services fee fund to the RPC in accordance with the formula described by Texas Health & Safety Code § 771 078(b)(2), as amended by HB 1983. The RPC shall distribute the money received from ACSEC to the public agencies within its jurisdiction for use in providing 9-1-1 services

### IV Initial and Emergency Advances

ACSEC and the RPC agree and acknowledge that ACSEC may advance funds (Initial and Emergency Advances) to the RPC requiring advancement of funds. The policy for the Initial Advancement of funds follows

The Commission may advance funds to regional planning commission as a quarterly distribution at the beginning of each fiscal year based on documented need. This initial advancement of funds will be based on

projected expenditures for the first quarter of the fiscal year less any service fee revenue balance existing at the end of the prior fiscal year. The advance would remain at the regional level, supporting operations and administration expenses throughout the fiscal year, and would be reconciled in the fourth quarter. The executive board of the regional planning commission will authorize the request for funds advancement with sufficient supporting documentation and forward it to the ACSEC. This request will include a narrative description of what the funds are to be used for and how these expenditures relate to their strategic plan. The ACSEC will review the request for accuracy and compliance with the current approved strategic plan. Once the review is complete, the ACSEC may disburse the necessary advancement not to exceed the approved strategic plan and the appropriation of revenues.

HB 1983 dictates that the Commission, through the adoption of standard contract provisions, provides a means to give an advancement on a quarterly distribution under the contract to a regional planning commission that has a financial emergency. Emergency Advance is defined as

"A situation in which the regional planning commission requires additional emergency funding to sustain the current and normal operation of 911 systems and their administration as well as to meet contractual obligations as provided for in their approved strategic plan, that without the assistance of these additional funds would result in a compromise of the 911 system or impact public safety."

The policy for Emergency Advancement follows

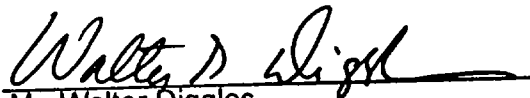
The Commission may advance funds to a regional planning commission that has demonstrated through sufficient documentation that a financial emergency exists which will compromise the 911 system or impact public safety. Emergency funds may be distributed based on the documented expenditures creating the need. The advances of emergency funds will be used for specific operational and administrative expenses identified in the supporting documentation. The executive board of the regional planning commission will authorize the request for the emergency funds advance with sufficient supporting documentation and forward it to the ACSEC. This request will include a narrative description of what the funds are to be used for and how these expenditures relate to their strategic plan. The ACSEC will review the request for accuracy and compliance with the current approved strategic plan. Once the review is complete, the ACSEC may disburse the necessary emergency advance not to exceed the approved strategic plan and the appropriation of revenues. The advance would remain at the regional level, supporting operations and administration expenses throughout the fiscal year, and would be reconciled in the fourth quarter.

MOU Amendment and Extension  
August 10, 1999

AGREED TO

\_\_\_\_\_  
James D Goerke  
Executive Director  
Advisory Commission on State  
Emergency Communications  
333 Guadalupe, Suite 2-212  
Austin, Texas 78701-3942

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mr Walter Diggles  
Executive Director  
Deep East Texas Council of Governments  
274 E Lamar  
Regional 9-1-1 ENS  
Jasper, TX 75951

\_\_\_\_\_  
8/13/99  
Date

**MEMORANDUM OF UNDERSTANDING**

Between

**THE TEXAS ADVISORY COMMISSION ON STATE EMERGENCY  
COMMUNICATIONS**

and

**THE REGIONAL PLANNING COMMISSION****Art 1 Parties and Purposes**

1 1 The Texas Advisory Commission on State Emergency Communications (the Commission) is charged by law with responsibility to oversee the provision of 9-1-1 emergency services throughout the state, and \_\_\_\_\_ (the RPC) is charged with the responsibility to provide these services in its region. Providing these services requires a partnership among and cooperative efforts by the Commission, the RPC and the state's local governments which are represented on the RPC's governing body.

1 2 The Commission and the RPC enter into this Memorandum of Understanding to clarify and better define the rights and duties of each in carrying out their individual and collective responsibilities under the law.

**Art 2 Compliance with Applicable Law**

2 1 The RPC shall comply with all applicable federal and state laws (applicable law) in carrying out its approved Strategic Plan.

2 2 Applicable law includes but is not limited to the State Administration of Emergency Communications Act, chapter 771, Texas Health and Safety Code, Commission rules implementing the Act contained in Title 1, Part XII, Texas Administrative Code, the Uniform Grant Management Standards, Title 1, Sections 5 151 - 5 167, Texas Administrative Code, the Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J, Texas Government Code, and amendments to the cited statutes and rules.

2 3 Applicable law also includes but is not limited to the policies and procedures of the Commission contained in the Attachment to this Memorandum of Understanding. The Commission may adopt new policies, procedures and rules and amend its existing policies, procedures and rules subject to the requirements of the Administrative Procedure Act, Chapter 2001, Government Code, any new or amended policy or



*ACSEC Agreement  
January 1999*

*Memorandum of Understanding*

procedure (other than an adopted rule) shall be enforceable against the RPC 30 days following the date of its adoption unless the Commission finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately against the RPC. The Commission shall provide the RPC written notice of all new or amended policies, procedures and interpretations of Commission rules within a reasonable time after same are adopted by the Commission.

2.4 The RPC shall repay to eligible program activity any 9-1-1 surcharge funds and service fees (9-1-1 funds) expended by the RPC in noncompliance with applicable law. Such reimbursement shall be made in accordance with established Commission policies and procedures. The RPC shall advise the Commission in writing of its efforts to recover 9-1-1 funds in accordance with Section 4.1 (d) herein.

### **Art 3 Monitoring Compliance**

3.1 The RPC recognizes that the Commission reserves the right to perform on-site monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with applicable law, and the RPC agrees to cooperate fully with such on-site monitoring.

### **Art 4 Standard Interlocal Agreement with Local Governments**

4.1 The RPC shall use interlocal agreements between itself and its local governments and 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. These agreements must, at a minimum:

- (a) provide for compliance with applicable provisions of the state's Uniform Grant Management Standards,
- (b) include a provision that 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,
- (c) include a provision whereby the local governments and PSAPs shall return or reimburse the RPC and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law,
- (d) include a provision that such return or reimbursement of 9-1-1 funds to the RPC and/or the Commission, as applicable, shall be made by the local

government or PSAP within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and the Commission,

- (e) include provisions, consistent with Uniform Grant Management Standards and applicable law, addressing 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),
- (f) include a provision, consistent with Uniform Grant Management Standards and applicable law, requiring the maintenance of a current inventory of all 9-1-1 equipment
- (g) include a provision requiring reimbursement 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,
- (h) provide, consistent with Uniform Grant Management Standards and applicable law, that the local governments and PSAPs will maintain adequate fiscal records and supporting documentation of all 9-1-1 funds distributed to such local governments and PSAPs and all 9-1-1 funds spent by such local governments and PSAPs for 9-1-1 service, with specific detail for 9 1-1 funds received or spent relating to addressing or addressing maintenance activities,
- (i) provide 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, the PSAP, or by any other entity that has performed or will perform addressing or addressing maintenance activities and
- (j) provide a commitment by the RPC the local government or PSAP, as applicable, to continue addressing and address maintenance activities in accordance with the approved Regional Plan (including any approved amendments) as a condition of the receipt of 9-1-1 funds as prescribed by the RPC Strategic Plan,

#### **Art 5 Competitive Procurement and Contract Administration**

5 1 The RPC shall use competitive procurement practices and procedures similar to those required by state law for cities or counties, as well as any additional Commission

*ACSEC Agreement  
January 1999*

*Memorandum of Understanding*

policies, in connection with the procurement of 9-1-1 Customer Premises Equipment, 9-1-1 Network and 9-1-1 Database services and any other items to be obtained with 9-1-1 funds. For purposes of this Memorandum of Understanding, the Texas Association of Regional Councils (TARC) Model Procurement Policy is considered sufficiently similar to the state law involved. Before entering any contract or agreement, the RPC shall provide documentation to the Commission for review and approval of any asserted sole source exception to competitive procurement practices. Upon submission of proper documents required by applicable law, Commission shall respond to RPC with in 15 working days of receipt of documentation for sole source exception.

5.2 The RPC shall include a specific, detailed statement of work, including appropriate benchmarks to evaluate compliance, in all contracts with vendors, local governments, and PSAPs to be paid from 9-1-1 funds.

5.3 The RPC shall implement a contract administration system that ensures contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders. The RPC shall include performance bonds, a provision making refunds available for lack of quality performance, and/or contractual performance penalties in contracts with vendors to be paid from 9-1-1 funds. The RPC shall also include contract termination and modification provisions which promote quality performance and compliance by vendors for contracted items or services. The RPC shall notify the Commission of any performance or compliance issues with vendors that have not been satisfactorily corrected within 60 days of notice to the vendor.

5.4 The RPC shall maintain sufficient records detailing the significant history of a 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.

#### **Art 6 Miscellaneous Provisions**

6.1 The RPC shall work with the Commission, the local governments and PSAPs to develop, maintain and regularly monitor performance of the operation and the provision of 9-1-1 service and to develop and implement risk assessment processes.

6.2 As the RPC becomes aware of the need for additional training or expertise relating to the planning, development, implementation or operation of 9-1-1 service (including addressing or address maintenance activities), by the RPC, the local governments or PSAPs in their areas, the RPC shall notify the Commission promptly of that need so that all parties may address that need in a timely manner.

ACSEC Agreement  
January 1999

Memorandum of Understanding

6.3 Pursuant to Commission Rule 255.10, the RPC shall include with each of its financial and performance reports submitted pursuant to Commission Rule 251.6(c)(5) (relating to Guidelines for Strategic Plans, Amendments and Equalization Surcharge Allocation), a list of service providers and business service users that have failed to timely deliver the 9-1-1 emergency service fees, the dates that the remittance of the fees were due for each of those service providers and business service users and an explanation of any action taken by the RPC to notify those service providers and business service users of the untimely remittance. The Commission will then take action it deems appropriate in accordance with Commission policy and applicable law, keeping the RPC advised of progress to the extent feasible.

6.4 To the extent of any conflict between any item in this Memorandum of Understanding and an adopted Commission rule, present or future, the Commission rule shall apply instead of the item in this Memorandum of Understanding.

6.5 This Memorandum of Understanding takes effect on the date it is signed on behalf of the Commission, and it terminates September 1, 1999.

AGREED TO

\_\_\_\_\_  
Signature

Executive Director  
Advisory Commission on State  
Emergency Communications

\_\_\_\_\_  
Date

*Walter A. Dill*  
\_\_\_\_\_  
Signature - RPC

*Executive Director*  
\_\_\_\_\_  
Title

*8/13/99*  
\_\_\_\_\_  
Date

**Attachment B**

**RPC Policy and Procedures Manual**

See attached for the policies and procedures, as established by the RPC, which shall govern the provisioning of 9-1-1 services within the regional council's jurisdictions

Attach RPC Policy and Procedures Manual (when provided)

**Attachment C  
Ownership Agreement**

As stipulated in Article 3 *Program Deliverables – 9-1-1 & Addressing Equipment & Data*, the RPC shall establish ownership of all property and equipment purchased with 9-1-1 funds, and located within the Local Government's jurisdiction

The Deep East Texas Council of Governments (regional council), hereby establishes that all of the PSAP equipment located at Polk County Sheriffs Office (PSAP Name), in Polk County, to be the property of Deep East Texas Council of Governments (County or RPC), herein after referred to as "Owner" Owner agrees to the all stipulations of this contract, including the safeguarding of all PSAP equipment through security measures, inventory identification, and fiscal controls Owner agrees to provide adequate insurance policies on the equipment to provide for the replacement of the equipment in cases of loss

Following is an itemized listing of equipment hereby defined as the property of Owner

Attach equipment inventory list

**Attachment D  
Transfer of Ownership Form**

As stipulated in Article 3 *Program Deliverables – 9-1-1 & Addressing Equipment & Data*, the RPC shall document all transfers of ownership of equipment between RPC and Local Government

Indicate the appropriate classification

Transfer \_\_\_\_\_ Disposition \_\_\_\_\_ Lost \_\_\_\_\_

Please provide the following information in as much detail as possible

Inventory Number Current Assignee

Property Description Location

Serial Number Signature

Acquisition Date Date

Acquisition Cost New Assignee

Vendor Location

Invoice Number Signature

Purchase Order Number Date

Condition of Property 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)

**Attachment E  
CSEC Approved Strategic Plan  
For Local Governmental PSAP Operations & Addressing**

Attached are the CSEC-approved Strategic Plan Cost Summary sheets for Polk County

It is important to be aware of the following information when utilizing this data  
1 Amounts in the "Proposed" column are the currently approved budgetary amounts for each component

2 Line items and associated budgets included in the Strategic Plan are approved activities Implementation of these approved activities is governed by availability of service fees and equalization surcharge allocations Implementation priorities are set, by CSEC rule, as follows Level I – highest priority, Level II – high priority, and Level III – least priority



**Attachment F  
PSAP Equipment & Operations Performance Measures  
And Monitoring**

RPC personnel will conduct monthly site visits to evaluate condition of equipment, efficiency of PSAP operations, and compliance with Article 3 *Program Deliverables – 9-1-1 & Addressing Equipment & Data Reports*

In addition Local Government will provide RPC with monthly performance reports These reports will include the following data

Average Call Duration (in seconds)

Response time – answer call

Response time – emergency services

Total Monthly Calls

Total Wireline Calls

Total Wireless Calls (if available)

Total Abandoned Calls

Total Non-Emergency Calls

Total ANI Failures

Total ALI Failures

Number of 9-1-1 Equipment Malfunctions

Logs

Local Governments shall provide, at least monthly, copies of trouble report logs, a list of service-affecting issues, Certification of TDD testing TDD Call Logs as required by Americans with Disabilities Act of 1990

Quality Assurance Inspections

At least quarterly, the RPC and the PSAP shall conduct inspections of all CPE and network equipment located at each answering point Inspections shall include phone position buttons/labels, trunks, printers, TDDs, UPS battery levels and alarm logs, audio quality of logging recorders, ANI and ALI displays on each answering position, accessibility and condition of 9-1-1 equipment, non-CSEC-approved third party software integrations, and other items as identified by RPC

**Attachment G**  
**Addressing/Addressing Maintenance Project**  
**Project Budget and Scope of Work**

Any Local Government providing addressing and/or addressing maintenance services to the RPC, under authorization and funding by CSEC, shall abide by all conditions as stated in Article 5 Addressing & Addressing Maintenance of this contract. Further, Local Government agrees to provide the services, as described in the attached Scope of Work & Budget, and as approved by CSEC strategic plan.  
*See attached*

**ATTACHMENT G**  
**ADDRESSING MAINTENANCE BUDGET & SCOPE OF WORK**  
(FY 2000)  
**OVERVIEW OF ADDRESSING MAINTENANCE PROJECT**  
**ATTACHMENT G**

**ADDRESSING MAINTENANCE BUDGET & SCOPE OF WORK**

**Scope of Work**

Deliverables related to addressing maintenance personnel functions

- 1 Maintain and update maps of all county, public, and private roads
- 2 Ensure that all new roads and name changes are named according to addressing standards
- 3 Assign addresses for all new residences/businesses and update current database
- 4 Update the MSAG for any changes or additions
- 5 Communicate with emergency service personnel regarding road name changes and address assignments, and provide them with updated maps, cross reference listings, etc
- 6 Coordinate the address notification and conversion process with the postal service, utility providers and COG
- 7 Continue to coordinate efforts with the postal service to study the rural routes, and jointly communicate with the residents regarding their new addresses
- 8 Ensure that all data is transmitted on a timely basis to the COG to update the County's database
- 9 Maintain the addressing notification database and ensure that all records are maintained in a systematic and uniform manner
- 10 Work with telephone companies to ensure that all addressing data is compatible with their records so that the correct addressing information will be displayed at the PSAP
- 11 Work with developers and the Commissioners Court in the naming and signing of new subdivisions

**Attachment H  
Addressing/Addressing Maintenance  
Project Performance Measures**

RPC personnel will conduct monthly site visits to evaluate condition of equipment, efficiency of addressing personnel and operations, conduct project risk assessment, and compliance with Article 5 *Addressing & Addressing Maintenance*

**Reports**

In addition, Local Government will provide RPC with quarterly performance reports. These reports will include the status on the following activities addressing or addressing maintenance activities

**Addressing Activities**

- Name/number all roads
- Develop MSAG
- Verify MSAG
- Distribution of Maps to Emergency Service Providers
- Assign Addresses
- Verify Addresses
- Notification of Addresses to Telcos
- Notification of Addresses to Residents
- Notification of Addresses to USPS
- Installation of Street Signs
- Public Education
- Problem Resolution
- Overall percentage complete

**Maintenance Activities to be Reported**

- Total rural route addresses submitted to USPS
- Total route conversions to-date
- Total count of rural routes in County

**CSEC Legislation, Rules, Policies and Procedures**

See attached documents, as established by the CSEC, which shall govern the funding and provisioning of 9-1-1 services within the regional planning commissions

9-1-1 STRATEGIC PLAN COSTS  
Level I ANI

Regional Council	DETCOG
County	Polk

ELEMENT	TYPE OF ACTION	PLAN YEAR				
		1998	2000	2001	2002	
ANI (Equipment & Network)	Approved	\$ 1 756 00	\$ -	\$ -	\$ -	\$ -
	Proposed	\$ 10 536 00	\$ 1 756 00	\$ -	\$ -	\$ -
PSAP Room Preparation	Approved	\$ -	\$ -	\$ -	\$ -	\$ -
	Proposed	\$ -	\$ -	\$ -	\$ -	\$ -
Language Line	Approved	\$ 110 00	\$ 120 00	\$ 120 00	\$ 120 00	\$ -
	Proposed	\$ 110 00	\$ 110 00	\$ 110 00	\$ 110 00	\$ 110 00
PSAP Supplies	Approved	\$ 220 00	\$ 240 00	\$ 240 00	\$ 240 00	\$ -
	Proposed	\$ 120 00	\$ 120 00	\$ 120 00	\$ 120 00	\$ 120 00
TDD	Approved	\$ -	\$ -	\$ -	\$ -	\$ -
	Proposed	\$ -	\$ -	\$ -	\$ -	\$ -
Maint /Repair (ANI/TDD)	Approved	\$ -	\$ -	\$ -	\$ -	\$ -
	Proposed	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Recovery (ANI/TDD)	Approved	\$ -	\$ -	\$ 95 00	\$ -	\$ -
	Proposed	\$ -	\$ -	\$ 95 00	\$ -	\$ -
<b>TOTAL APPROVED</b>		\$ 2 086 00	\$ 360 00	\$ 455 00	\$ 360 00	\$ -
<b>TOTAL PROPOSED</b>		\$ 10 766 00	\$ 1 986 00	\$ 325 00	\$ 230 00	\$ 230 00

Polk

ANI Costs

7/10/98

9-1-1 STRATEGIC PLAN COSTS  
Level II ANI/ALI/SR

	DETCOG
	Polk

OBJECT						
ANI/ALI/SR (Equipment & Network)	Approved	\$ 175 838 00	\$ 72 389 00	\$ 72 389 00	\$ 72 389 00	\$ -
	Proposed	\$ -	\$ 113 715 40	\$ 61 593 00	\$ 61 593 00	\$ 61 593 00
PSAP Room Preparation	Approved	\$ 2 000 00	\$ -	\$ -	\$ -	\$ -
	Proposed	\$ -	\$ 1 000 00	\$ -	\$ -	\$ -
Addressing	Approved	\$ 18 142 00	\$ -	\$ -	\$ -	\$ -
	Proposed	\$ 6 730 00	\$ 20 191 00	\$ -	\$ -	\$ -
Addressing Maintenance	Approved	\$ -	\$ -	\$ -	\$ -	\$ -
	Proposed	\$ -	\$ 23 900 00	\$ 23 900 00	\$ 23 900 00	\$ 23 900 00
PSAP Training	Approved	\$ -	\$ -	\$ -	\$ -	\$ -
	Proposed	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance/Repair (CPE)	Approved	\$ -	\$ -	\$ -	\$ -	\$ -
	Proposed	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Recovery (Telco Equipment)	Approved	\$ -	\$ -	\$ 17 142 00	\$ 17 142 00	\$ -
	Proposed	\$ -	\$ -	\$ 8 571 00	\$ 8 571 00	\$ 8 571 00
Capital Recovery (Addressing)	Approved	\$ -	\$ -	\$ -	\$ -	\$ -
	Proposed	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL APPROVED</b>		<b>\$ 195 980 00</b>	<b>\$ 72 389 00</b>	<b>\$ 89 531 00</b>	<b>\$ 89 531 00</b>	<b>\$ -</b>
<b>TOTAL PROPOSED</b>		<b>\$ 6 730 00</b>	<b>\$ 158 806 40</b>	<b>\$ 94 064 00</b>	<b>\$ 94 064 00</b>	<b>\$ 94 064 00</b>

Polk

ALI Costs

7/10/98

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 9-1-1 STRATEGIC PLAN COSTS  
 Level III OTHER EQUIPMENT

Regional Council	DETCOG
County	Polk

	TYPE ACTION	PLAN YEAR				
		1998	1999	2000	2001	2002
Additional Trunk Diversity	Approved	\$ -	\$ -	\$ -	\$ -	\$ -
	Proposed	\$ -	\$ -	\$ -	\$ -	\$ -
Other Redundancy	Approved	\$ -	\$ -	\$ -	\$ -	\$ -
	Proposed	\$ -	\$ -	\$ -	\$ -	\$ -
Cellular Access	Approved	\$ -	\$ -	\$ -	\$ -	\$ -
	Proposed	\$ -	\$ -	\$ -	\$ -	\$ -
Training Positions	Approved	\$ -	\$ -	\$ -	\$ -	\$ -
	Proposed	\$ -	\$ -	\$ -	\$ -	\$ -
Emergency Power	Approved	\$ -	\$ -	\$ -	\$ -	\$ -
	Proposed	\$ -	\$ -	\$ -	\$ -	\$ -
Recorders	Approved	\$ 10 000 00	\$ -	\$ -	\$ -	\$ -
	Proposed	\$ -	\$ 50 00	\$ -	\$ -	\$ -
Pagers	Approved	\$ -	\$ -	\$ -	\$ -	\$ -
	Proposed	\$ -	\$ -	\$ -	\$ -	\$ -
Detectors/Diverters	Approved	\$ -	\$ -	\$ -	\$ -	\$ -
	Proposed	\$ -	\$ -	\$ -	\$ -	\$ -
External Ringers	Approved	\$ -	\$ -	\$ -	\$ -	\$ -
	Proposed	\$ -	\$ -	\$ -	\$ -	\$ -
Mapped ALI	Approved	\$ -	\$ 10 000 00	\$ -	\$ -	\$ -
	Proposed	\$ -	\$ 5 000 00	\$ -	\$ -	\$ -
Capital Recovery (Other Equip )	Approved	\$ -	\$ -	\$ 1 429 00	\$ 1 429 00	\$ -
	Proposed	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance/Repair (Other Equip )	Approved	\$ 1 000 00	\$ 2 000 00	\$ 2 000 00	\$ 2 000 00	\$ -
	Proposed	\$ 1 000 00	\$ 1 000 00	\$ 2 400 00	\$ 2 400 00	\$ 2 400 00
Other	Approved	\$ -	\$ -	\$ -	\$ -	\$ -
	Proposed	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL APPROVED</b>		\$ 11 000 00	\$ 12 000 00	\$ 3 429 00	\$ 3 429 00	\$ -
<b>TOTAL PROPOSED</b>		\$ 1 000 00	\$ 6 050 00	\$ 2 400 00	\$ 2 400 00	\$ 2 400 00