

#4000

INTERLOCAL AGREEMENT FOR E9-1-1 SERVICES COUNTY LEVEL- ALI MAINTENANCE SERVICES & COORDINATION

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 is authorized to perform addressing and/or addressing maintenance activities under the County Road and Bridge Act.

1.3 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.

1.4 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 database 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. 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

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 addressing database maintenance equipment.

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 database 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 and providing a copy, not a backup, of the data in ESRI shape file format to RPC monthly.

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 Addressing and Ancillary equipment, as outlined in the approved RPC Strategic Plan, and in compliance with proper procurement procedures.

Training

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

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

Performance Monitoring

3.21 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.

Onsite monitoring will usually be scheduled to occur in the month of September or one month after a transition to a new addressing coordinator/vendor.

Article 4: Procurement

4.1 If requested by local government, the RPC may 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 Database Maintenance

If the Local Government is providing the RPC with addressing and/or addressing database maintenance database 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 database 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 database 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 database 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 Manage addressing activities within the Local Government's jurisdiction, including coordination with incorporated areas within the Local Governments 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 / business requesting a physical address, within the Local Governments jurisdiction, and to refer those not in their jurisdiction to the proper addressing entity to satisfy their request for 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 ESRI shape file format requested and approved by the RPC. RPC will collect, house and maintain all addressing data and information provided by Local Governments to provide MAPPED ALI for the Local Government and its internal jurisdictions.

5.11 Verify and certify all addressing database information for accuracy, including updating and maintaining the Master Street address guide and ALI database through 9-1-1 Net or other online tool provided by RPC and to correct 701/709 errors provided by Intrado or any successor to the Local Government, in a timely manner.

5.12 Provide RPC addressing and MSAG changes according to established performance measures, including updating and maintaining the Master Street address guide and ALI database through 9-1-1 Net or other online tool provided by RPC and to correct 701/709 errors provided by Intrado or successor to the Local Government, in a timely manner.

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. Onsite monitoring will be conducted quarterly by DETCOG staff.

5.20 Local Government agrees its database maintenance staff or vendor will attend and participate in CSEC and/or DETCOG meetings, training, and conference calls. This includes but is not limited to CSEC-mandated 9-1-1 error resolution training.

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

6.1 Local Government may subcontract its functions, such as addressing and/or addressing database maintenance, upon written notification to the RPC. Local Government agrees to provide RPC with a copy of contract between Local Government and subcontractor. Local Government agrees to retain responsibility for complying with all terms of this agreement, CSEC rules, and State law.

Addressing/Vendor Contract Administration

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 or other provisions 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, RPC, and State of Texas, 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.

6.7 RPC acknowledges the Local Government may enter into a maintenance agreement with a private-sector vendor or another political subdivision as they may choose, provided the Local Government agrees to comply with all terms of this agreement and follow State law and CSEC rules while expending State 9-1-1 funds.

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 from CSEC. 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: 210 Premier Dr., Jasper, TX 75951
Attention: Walter G. Diggles, Executive Director.

Local Government's address is: 101 W Church, Ste 300, Livingston, TX 77351
Attention: County Judge

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, 2009.

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. Ownership Agreement (if applicable);
- c. Transfer of Ownership Agreement (if applicable);
- d. CSEC approved strategic plan for Local Government Addressing/Address Database Maintenance;
- e. Addressing database maintenance Scope of Work
- f. CSEC Legislation, Rules, Policies and Procedures.

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.

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

<p>Polk County</p> <p>BY: </p> <p><u>County Judge</u></p> <p><u>8.28.07</u></p> <p>DATE</p>	<p>Deep East Texas Council of Governments</p> <p>BY: </p> <p><u>Executive Director</u></p> <p><u>8/29/07</u></p> <p>DATE</p>
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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.

**COMMISSION ON STATE EMERGENCY COMMUNICATIONS**
TO PROTECT AND ENHANCE PUBLIC SAFETY AND HEALTH

333 Guadalupe Street * Suite 2-212 * Austin * Texas 78701-3942

August 2, 2007

Mr. Walter Diggles
Executive Director
Deep East Texas Council of Governments
210 Premier Road
Jasper, Texas 75951

RE: FY 2008-2009 Contract for 9-1-1 Services

Dear Mr. Diggles:

The 80th Texas Legislature appropriated funds to the Commission on State Emergency Communications (Commission) for statewide 9-1-1 services in FY 2008-2009 in three strategies: Network Operations, Equipment Replacement, and Wireless Phase II Implementation.

In accordance with Health and Safety Code, Chapter 771, the Commission has reviewed and approved the FY 2008-2009 Regional Planning Commission (RPC) 9-1-1 regional strategic plan for Network Operations, and has allocated funding to fulfill the regional plan for this strategy. Regional plans and funding allocations for Equipment Replacement and Wireless Phase II Implementation will be considered by the Commission at a future date. The RPC contract will be amended to reflect these strategies upon Commission review and approval.

Enclosed is the FY 2008-2009 Contract for 9-1-1 Services. A summary of the approved RPC 9-1-1 strategic plan costs and funding allocations are made part of this contract by way of Attachment A, *Recipient 9-1-1 Costs Summary*. The contract is provided in duplicate originals. Please sign and execute both copies. Retain one copy for your files and return one copy to CSEC by August 31, 2007, if possible.

According to Commission policy, start-up funding will be provided to the RPC during the first quarter of each fiscal year of the contract, contingent upon receipt of the executed contract and annual certification of inter-local agreements. The CSEC will not disburse any FY 2008-2009 funds to any RPC until these requirements have been met.

As always, if you have questions or need further information, please feel free to contact me at 512/305-6920.

Sincerely,

Paul Mallett
Executive Director

cc: Mr. Van Bush, Director, Regional 9-1-1 ENS/Deep East
Ms. Pat DuBose, Director of Finance/Deep East

Enclosures

Contract for 9-1-1 Services

Art.1. Parties and Purposes

- 1.1 The Texas Commission on State Emergency Communications ("Commission") is charged by law with the responsibility to oversee the provision of 9-1-1 emergency services throughout the state, and Deep East Texas Council of Governments ("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 Contract for Services ("Contract") 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 strategic plan that has been approved by the Commission.
- 2.2 Applicable law includes, but is not limited to, the State Administration of Emergency Communications Act, Texas Health and Safety Code, Chapter 771; Commission rules implementing the Act contained in Title 1, Texas Administrative Code, Chapters 251, 252, 253, and 255; the General Appropriations Act; the Uniform Grant Management Standards (UGMS), Title 1, Texas Administrative Code, Sections 5.151 – 5.167; the Preservation and Management of Local Government Records Act, Texas Government Code, Chapter 441, Subchapter J; Texas Local Government Code, Chapter 391; Texas Government Code, Chapter 2260; and amendments to the referenced statutes and rules.
- 2.3 Applicable law also includes, but is not limited to, the policies and procedures adopted by the Commission. 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 ("APA"), Texas Government Code, Chapter 2001; any new or amended policy or 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 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 Article 4.1(d) herein.
- 2.5 In accordance with Texas Health and Safety Code, Section 771.078(c)(6), the Commission may withhold disbursement of funds to a RPC that does not follow a standard imposed by this Contract, a Commission rule and/or policy, or a statute.
- 2.6 The RPC shall maintain, at a minimum, a separate investment account for all 9-1-1 funds received. The RPC shall utilize an accounting system that complies with Commission policies and procedures, and with the requirements as provided in UGMS, Subpart C – Post Award Requirements, Section .20 – Standards for Financial Management Systems, which requires the recipient of state funds, the RPC, to maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Art. 3. Monitoring Compliance

- 3.1 The RPC recognizes that the Commission reserves the right to perform monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with Commission rules and policies, as well as, all applicable law, and the RPC agrees to cooperate fully with such monitoring.
- 3.2 The RPC recognizes that the Commission reserves the right to monitor RPC financial procedures and validate financial reimbursement requests for compliance with Commission rules and policies, accuracy, completeness, and appropriateness, prior to the Commission releasing state appropriated funds.

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 UGMS as established by the Governor's Office of Budget, Planning and Policy, under the authority of Chapter 783 of the Texas Government Code; provide a provision that the RPC will provide 9-1-1 funds to the local governments or PSAPs on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the local governments and PSAPs are complete, accurate, and appropriate;

- (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 UGMS and applicable law, addressing the RPC's 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 UGMS and applicable law, requiring the RPC to maintain a current inventory of all 9-1-1 equipment;
- (g) include a provision requiring reimbursement to the RPC and/or the 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;
- (h) provide, consistent with UGMS 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 database 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 database maintenance activities; and
- (j) provide a commitment by the RPC, the local government, or PSAP, as applicable, to continue addressing database 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 local governments, as well as any additional Commission policies, procedures or rules, in connection with the procurement of any items to be obtained with 9-1-1 funds.
- 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 management system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 5.4 The RPC shall maintain sufficient records detailing the 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, as outlined in the records retention requirements in UGMS.

Art. 6. Service Fee Funding

- 6.1 In accordance with Texas Health & Safety Code, Section 771.071, the Comptroller of Public Accounts shall receive all landline service fees and wireless service fees that are billed, collected and remitted by telecommunications service providers. The Comptroller shall deposit money from the fees to the credit of the 9-1-1 services fee fund in the State Treasury.
- 6.2 The Commission shall distribute money appropriated to the Commission from the 9-1-1 services fee fund to the RPC for use in providing 9-1-1 services as provided by this Contract, in accordance with Texas Health & Safety Code, Sections 771.071(f) and 771.078, and any applicable requirements contained in appropriation riders. Funds will be distributed to the RPC quarterly, according to current Commission payment methodology, unless the RPC is in substantial noncompliance with Commission rules and procedures. The RPC shall distribute the money to public agencies within its jurisdiction for use in providing those services. All fees and surcharges collected under the authority of Texas Health & Safety Code, Chapter 771, may be used only for planning, development, provision, and enhancement of the effectiveness of 9-1-1 service as approved by the Commission, and as provided by Texas Health & Safety Code, Section 771.075.
- 6.3 The CSEC shall ensure that no more than \$17,000,000 appropriated to the Commission for the FY 2008 -- 2009 biennium shall be allocated to the RPCs for administration of the statewide 9-1-1 program, according to the General Appropriations Act.

6.4 None of the funds appropriated to the Commission to fund statewide 9-1-1 emergency communications and allocated to the RPC, may be used to replace or fund a reserve for future replacement of 9-1-1 capital equipment.

6.4.1 The RPC shall assist the Commission in creating a ten (10) year comprehensive statewide capital replacement plan for submittal to the Legislative Budget Board no later than November 1st of each calendar year.

6.5 The RPC shall submit a Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the government code.

6.6 As provided by Texas Health & Safety Code 771.078(d), not more than ten percent (10%) of the money received by the RPC under Section 771.078(b) may be used for indirect costs by the RPC. The Governor's Office of Budget, Planning and Policy will review and evaluate indirect costs using the federal Office of Management and Budget circulars A-87 and A-122 or any rules relating to the determination of indirect costs adopted under Chapter 783, Texas Government Code.

6.7 In accordance with Texas Health & Safety Code, Section 771.078, the Commission shall ensure that the RPC receives money for 9-1-1 services in two separately computed amounts, one each for the respective landline and wireless service fees. The amount distributed to the RPC shall be in accordance with Texas Health & Safety Code, Sections 771.078(b)(1) and (b)(2), not to exceed the appropriated amount, as follows:

- Landline service fee shall be calculated as follows:

Total Emergency Service Fee Revenue Collected, Deposited and		Total Emergency Service Fees Collected from the Region
		<hr/>
Appropriated to the Commission	X	Total Emergency Service Fees Collected for the State

- Wireless service fee shall be calculated as follows:

Total Wireless Emergency Service Fee Revenue Collected, Deposited And Appropriated to the Commission	X	Population of Region
		<hr/>
		Population of State

6.8 Upon a request from the RPC, the Commission shall provide the RPC with documentation and financial records of the amount of money collected in the region or of an amount of money allocated to the RPC, in accordance with Texas Health & Safety Code, Section 771.078, and this Contract.

Art. 7. Surcharge

- 7.1 In accordance with Texas Health & Safety Code, Section 771.078(e), the Commission may allocate surcharges under Section 771.072(d) by means of this Contract.
- 7.2 Section 771.072 of Texas Health & Safety Code allows the Commission to periodically allocate surcharges to the RPC for use in implementing the approved strategic plan to provision 9-1-1 service throughout its region.

Art. 8. 9-1-1 Funds Distribution

- 8.1 The Commission will grant all 9-1-1 funds, both service fee and surcharge, in accordance with Texas Law and CSEC rule and policy. As provided by Texas Government Code, Article IX, General Appropriations Act, a state agency shall distribute grants on a reimbursement basis, or as needed, unless otherwise provided by statute or otherwise determined by the grantor agency to be necessary for the purposes of the grant.
- 8.2 Quarterly disbursement of 9-1-1 funds to the RPC shall be made on a cost reimbursement basis according to current Commission policy. If the RPC's funding is depleted before the end of a fiscal quarter, a financial emergency funding request may be made by the RPC to the Commission (see Art. 9. RPC Emergency Funding).
- 8.3 The Commission has determined that a proper public purpose is served by providing start-up funding, at the beginning of each fiscal year, to the RPC for payment of operating costs of the region's 9-1-1 system. Start-up funding to the RPC from the Commission may be made at the beginning of each fiscal year. The Commission shall provide start-up funds to the RPC according to Commission policy. Start-up funding is defined as cash from appropriated funds provided by the Commission to the region to pay initial fiscal year 9-1-1 program expenses, prior to the first quarterly reimbursement request being received. Any remaining funds from the prior fiscal year, ending the preceding August 31st, shall be returned to the Commission no later than October 30th each year.

Art. 9. RPC Emergency Funding

- 9.1 The Commission may provide appropriated funds to the RPC upon demonstration and documentation that a financial emergency exists that will compromise the 9-1-1 system or impact public safety.
- 9.2 The Commission shall consider a financial emergency as a situation in which the RPC requires additional funding to sustain the current and normal operation of

9-1-1 systems and their administration, as well as to meet contractual obligations as provided for in their approved strategic plan; and that, without the assistance of these additional funds, would result in a compromise of the 9-1-1 system or impact public safety. A financial emergency would arise, and public safety compromised, if the 9-1-1 system was terminated due to non-payment of invoices.

- 9.3 Emergency funds may be distributed based upon the documented expenditures creating the need. The provision of emergency funds will be used for specific operational and administrative expenses identified in the supporting documentation.
- 9.4 The request shall include a narrative description of what the funds are to be used for, and how these expenditures relate to their strategic plan.
- 9.5 The Commission will review the request for accuracy and compliance with the current approved strategic plan and Commission policy. Upon review and approval of the request, the Commission will disburse the necessary funding, not to exceed the RPC approved strategic plan and the appropriation of revenues.

Art. 10. Strategic Planning

- 10.1 In accordance with Texas Health & Safety Code, Section 771.055, the RPC shall develop a regional plan for the establishment and operation of 9-1-1 service throughout the respective region. The 9-1-1 service must meet the standards established by the Commission. A regional plan must describe how the 9-1-1 service is to be administered.
- 10.2 The RPC must update its regional plan at least once during each state fiscal biennium, and must include the following:
 - 10.2.1 A description of how money allocated to the region is to be allocated throughout the region served by the RPC;
 - 10.2.2 Projected financial operating information for the two state fiscal years following the submission of the plan;
 - 10.2.3 Strategic planning information for the five state fiscal years following submission of the plan; and
 - 10.2.4 A Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the Government Code.
- 10.3 The RPC shall submit a regional plan, or amendment to the plan, to the Commission for review and approval or disapproval, as required by Texas Health & Safety Code, Section 771.056. In turn, the Commission shall consider the appropriateness of the plan or amendment in satisfying the standards set by the Commission, the cost and effectiveness of the plan or amendment, as well as the appropriateness of the plan or amendment in context with overall statewide 9-1-1 service.

- 10.4 The Commission shall notify the RPC of the approval or disapproval of the regional plan submission, or an amendment to the plan, in accordance with Commission policy.
- 10.5 If the plan or amendment is approved, the Commission shall allocate to the RPC from the money collected under Texas Health & Safety Code, Sections 771.071, 771.0711, and/or 771.072 as appropriated to the Commission, and in accordance with the terms of this Contract.
- 10.6 The Commission may withhold distribution of funds to the RPC until an administratively complete strategic plan is submitted according to Commission policy, procedure and strategic planning guidelines.

Art. 11. Reporting Requirements

- 11.1 The RPC shall submit financial and performance information and reports regarding 9-1-1 service and administration to the Commission in accordance with Texas Health & Safety Code Section 771.078. The RPC shall provide the reporting information in accordance with standards and guidelines established by Commission rules and policies. The RPC shall submit the following information to the Commission, at least once per quarter of each fiscal year.
 - 11.1.1 Financial information regarding administrative and program expenses shall be reported in accordance with generally accepted accounting principles.
 - 11.1.2 Information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC.
- 11.2 The RPC shall be responsible for collecting and reporting efficiency data on the operation of each of the 9-1-1 answering points within its region. The RPC shall submit information to the Commission, at least once per quarter of each fiscal year, according to current Commission policy.

Art. 12. Use of Answering Points

- 12.1 The RPC shall comply with the minimum standards and guidelines established by Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, for the use of answering points and the creation of new answering points in accordance with Texas Health & Safety Code Section 771.078.

Art. 13. Dispute Resolution

- 13.1 The dispute resolution process provided for in Chapter 2260, Subsection F, Title 10, of the Texas Government Code must be used by the Commission and the RPC to attempt to resolve all disputes arising under this Contract. Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the RPC's proposed or approved strategic plan, the applicable law or policy, or this Contract.
- 13.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Art. 13, until they have exhausted the procedures set out in this Art. 13.
- 13.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. Notwithstanding Section 2230.052(b) of the Texas Government Code, the parties agree to appoint their representatives and hold the first negotiating meeting within 15 calendar days of receipt of the request. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 13.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to mediation by an administrative law judge employed by the State Office of Administrative Hearings (SOAH), as authorized by Chapter 2009 of the Texas Government Code.
- 13.5 Within 45 calendar days after the effective date of this Contract, the Commission agrees to contract with SOAH to mediate any future disputes between the parties described in Article 13.1. Each party agrees to pay one-half the total fee and expenses SOAH charges for conducting a mediation, and the Commission agrees that the RPC's share of the total is an allowable cost reimbursable to the RPC under this Contract.
- 13.6 The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 13.7 If the parties are unable to settle their dispute by mediation, either party may request a contested case hearing under Section 2260.102 of the Texas Government Code.

Art. 14. Miscellaneous Provisions

- 14.1 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.

- 14.2 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.
- 14.3 Unless otherwise directed by the Commission, the RPC shall arrange for the performance of an annual financial and compliance audit of its financial statements and internal control environment according to the requirements of the Texas UGMS and the Texas Single Audit Circular, as established by the Governor's Office of Budget, Planning, and Policy, under the authority of Chapter 783 of the Texas Government Code. The RPC shall be liable to the Commission for any costs disallowed as a result of the audit of its financial statements and internal control environment pursuant to funds received under the terms of this Contract.
- 14.4 The RPC recognizes the right of the State Auditor's Office to review and/or audit the RPC's documentation and accounts relevant to the state-funded 9-1-1 program as authorized by Texas Government Code, Chapter 321. Such an audit or review is considered separate and apart from audits required by UGMS.
- 14.5 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations shall be made part of this Contract by way of Attachment A, *Recipient 9-1-1 Costs Summary*.
- 14.6 The RPC shall provide, at a minimum, the CSEC with all reports and/or information as required by Commission policy.
- 14.7 To the extent of any conflict between any item in this Contract and an adopted Commission rule, present or future, the Commission rule shall prevail over the item in this Contract.
- 14.8 This Contract sets forth all of the representations, promises, agreements, conditions, and understandings between the RPC and the CSEC relating to the subject matter of the Contract, and supersedes any prior or contemporaneous representations, promises, agreements, conditions, or understandings, whether oral or written, in any way relating to the subject matter hereof.
- 14.9 Any alterations, additions, or deletions to the terms of this Contract shall be made by amendment hereto in writing and executed by both parties to this Contract.
- 14.10 This Contract takes effect on the date it is signed on behalf of the Commission, and shall terminate on August 31 of the second year of the biennium.

ATTACHMENT "A"
FY 2008-2009 RECIPIENT 9-1-1 COSTS SUMMARY
Summary Costs Approved for Allocation for the: Deep East Texas Council of Governments

Regional Planning Commission 9-1-1 Program Budget	Appropriation Year 2008						Appropriation Year 2009					
	Strategy 1 - Network Operations			Strategy 2 - Equipment Replacement	Strategy 3 - Wireless Phase 2	Totals	Strategy 1 - Network Operations			Strategy 2 - Equipment Replacement	Strategy 3 - Wireless Phase 2	Totals
	Program	Administration	Total				Program	Administration	Total			
Original Budget	\$1,261,250	\$445,180	\$1,706,430	\$0	\$0	\$1,706,430	\$1,261,250	\$436,645	\$1,697,895	\$0	\$0	\$1,697,895
Current Approved Budget	\$1,261,250	\$445,180	\$1,706,430	\$0	\$0	\$1,706,430	\$1,261,250	\$436,645	\$1,697,895	\$0	\$0	\$1,697,895

Method of Finance	Strategy 1	Strategy 2	Strategy 3	Totals	Strategy 1	Strategy 2	Strategy 3	Totals
Appropriated Service Fees	1,693,636	-	-	\$1,693,636	1,608,159	-	-	\$1,608,159
Total Service Fee Method of Finance	\$1,693,636	\$0	\$0	\$1,693,636	\$1,608,159	\$0	\$0	\$1,608,159
Appropriated Equalization Surcharge	12,794	-	-	\$12,794	89,736	-	-	\$89,736
Total Surcharge Method of Finance	\$12,794	\$0	\$0	\$12,794	\$89,736	\$0	\$0	\$89,736
Total Method of Finance	\$1,706,430	\$0	\$0	\$1,706,430	\$1,697,895	\$0	\$0	\$1,697,895

With my signature below, I agree to and acknowledge the Approved Budget limits described as the "Current Approved Budget" shown for each Appropriation Year above.

_____ Date _____

Paul Mallett, Executive Director - CSEC

_____ Date _____

Walter Diggles, Executive Director - Deep East Texas

Attachment B**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 addressing database maintenance equipment possessed by , to be the property of (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 C

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 D**CSEC Approved Strategic Plan
For Local Governmental ALI Database Maintenance**

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

It is important to be aware of the following information when utilizing this data:

1. Amounts in the budgets below are the planning budgetary amounts for each component and **are subject to change**.
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.

B.2. Program Budget

4. ALI Maintenance

DEEP EAST

County: POLK

Number of PSAPs: 1

PSAP Names: POLK SO

Brief Description

	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
1. REIMBURSEMENT FOR DATABASE MAINTENANCE	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
TOTAL Database Maintenance	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000

Detailed Description

1. REIMBURSEMENT TO COUNTY FOR DATABASE MAINTENANCE COSTS THROUGH INTERLOCAL AGREEMENT

ATTACHMENT E DATABASE MAINTENANCE SCOPE OF WORK

General 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.
12. Work daily and weekly errors and submit error corrections on a minimum of a weekly basis in fashion indicated by DETCOG.

DETAILED SCOPE OF WORK

- ◆ Analyze, interpret, and manage complex addressing data.
 1. The county database coordinator is the point of contact for residents of the county to contact for 9-1-1 address assignments.
 2. The county database coordinator is the point of contact for residents of the county to contact for new road name / number choices for Commissioner Courts approval.
- ◆ Enter all inserts, changes, and deletes to the Master Street Address Guide (MSAG) via electronic format to the state 9-1-1 database.
 1. Upon approval of new streets, street name changes or closings by Commissioners Court, the county database coordinator will enter all changes to the MSAG via electronic format via the tool provided by the state 9-1-1 database provider.

- a. The county database coordinator will enter or correct the ALI records associated with an MSAG record that has been inserted, changed or deleted.
 - b. The telephone customers associated with those ALI records will receive notification via USPS mail from the county database coordinator notifying them of the change of address.
 - c. The USPS post offices will receive regular notification of changes in the ALI database, if the change affects the customers associated with the ALI records mailing address.
 - d. The county database coordinator is responsible for checking on the state 9-1-1 database electronic tool, checking their Inactive MSAG, ALI records, and archiving them at least once a week.
 - e. It is the responsibility of the county database coordinator to log in daily to the electronic tool, provided by the state 9-1-1 database provider, to check for actions required of them to complete transactions to the ALI and MSAG databases.
- ◆ Meet with telephone companies representatives to identify maintenance and update procedures.
 1. At regularly scheduled intervals, DETCOG will host telephone company meetings and the county database coordinator should attend these meetings.
 - a. Topics at these meetings can include ALI database addressing issues, MSAG issues, exchange overlaps and misroutes and is sometimes the best way to resolve the issues.
 - b. These meetings can also be a means of fostering better relationships between the telephone companies, state 9-1-1-database provider, COG and the county database coordinators.
 - ◆ Identify emergency service geographic boundaries and verify that the emergency service provider number for 9-1-1 routing purposes assigned is correct.
 1. The county database coordinator is responsible for verifying the geographic boundaries of the various emergency responders within the county.
 - a. Annually the county database coordinator should meet with the emergency management coordinator or law and fire representatives for the county and verify the geographic boundaries of the emergency responders.
 - b. The county database coordinator should provide a map of the emergency responder geographic boundaries at that meeting for boundary changes to be drawn and allow for signatures of those representatives to confirm the geographic boundaries.

- c. Upon changes noted from those meetings or upon notification of change in emergency providers, the county database coordinator should make changes to the GIS files, maps, map books and other related files.
 2. If new Emergency Service Numbers (ESN) are needed, the county database coordinator should contact DETCOG for a new ESN assignment.
 - a. The county database coordinator will need to provide the names and 24x7 numbers of the responders for DETCOG to assign a new ESN.
 3. The county database coordinator will use the electronic tool provided by the state 9-1-1 database provider to make MSAG corrections to all of the MSAG records that were affected by any of those changes.
 - a. After receiving the new ESN(s), the county database coordinator will need to make changes or inserts to the MSAG and ALI records that are affected.
- ◆ **Resolve errors that have occurred from customer records, i.e. house number out of the range on the MSAG record; street not found in the Master Street Address Guide (MSAG).**
 1. **Currently, each week, the county database coordinator is receiving an electronic spreadsheet from the state 9-1-1-database provider, which contains 701/709 errors. The spreadsheet contains at least two tabs, one for errors that occurred over the past week and the second tab is errors that were processed to the county database coordinator that have not been corrected.**
 - a. **The county database coordinator is responsible for providing, in the file, the correct address that removes the errors from error status, on a weekly basis.**
 - b. **The errors must be checked to see what is causing the error. For example it may be the wrong community name or the street name is misspelled.**
 - c. **If the cause of the error cannot be readily determined, the county database coordinator should attempt to call the telephone number to solicit information to calculate an address to remove the records from error.**
 - d. **If no one answers the telephone, the county database coordinator will need to collect the information needed through mail correspondence to remove the record from error.**

- The county database coordinator is responsible for producing and providing wall maps and map books.
 1. The county database coordinator will produce useful wall maps and map books to be used by the county and its emergency responders enabling them to quickly locate roads during emergencies.
 2. The county database coordinator should produce at least a minimum of one wall map and map book for the County Judge, each County Commissioner, the Sheriffs department, each fire department, each ambulance service provider, and the emergency management coordinator.
 3. The wall map and map book should be available in both paper and electronic format.
 - a. Both the wall map and the map book should be produced in an electronic format, preferably in Adobe PDF format. If the county coordinator does not have Adobe Acrobat, free software to produce Adobe PDF files can easily be downloaded from the internet.
 4. The wall map and map book should be updated at least semi annually and updates made available in both paper and electronic format.
 - a. DETCOG has made available to each county free space on their website to host and make available the electronic maps and books.
- The county database provider is required, on a monthly basis, to provide a copy of the GIS files needed for Mapped ALI to DETCOG.
 1. DETCOG will be utilizing software loaded on the Customer Premise Equipment (CPE), at the Public Safety Answering Point (PSAP), that requires certain fields in the GIS files. The county database coordinator must place those fields in the GIS files and populate them as needed, when instructed by DETCOG.
 2. The county database coordinator will be required to supply the GIS files, needed from Mapped ALI, in ESRI shape file format.
 3. Upon receipt of the files each quarter, DETCOG will compile the GIS files as needed by the Mapped ALI software and deliver it to the PSAP each month during regularly scheduled PSAP visits.
- The county database coordinator has contact with the city addressing agents to assist the cities with maintaining the Master Street Address Guide (MSAG) in the state 9-1-1 database.
 1. It is the responsibility of the county database coordinator to develop and nurture a working relationship with the city-addressing agents enabling them to work with the cities within the county, to assure that their streets are loaded in the MSAG in the ALI database.
 2. Upon verification of street names to be inserted, deleted or changed, the county database coordinator will perform those changes using the electronic tool provided by the state 9-1-1 database provider.

3. The county database coordinator will coordinate with the city for the city to provide addresses to remove errors from the weekly 701/709-error spreadsheet and then post the corrections to that file and submit for processing in the fashion indicated by DETCOG.
-
- The county database coordinator should be available for a regularly scheduled monitoring visit at least once a quarter and provide documentation as needed or requested by DETCOG to complete the monitoring.

Attachment F

CSEC Legislation, Rules, Policies and Procedures

CSEC Legislation, Rules, Policies and Procedures, as established by the CSEC, which shall govern the funding and provisioning of 9-1-1 services within the regional planning commissions are available at www.csec.state.tx.us .

**INTERLOCAL AGREEMENT FOR E9-1-1 SERVICE
PSAP EQUIPMENT & OPERATIONS*****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 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.

1.4 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 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, 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 or the PSAP;

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;

Article 3: Program Deliverables – 9-1-1

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. 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 9-1-1 Equipment Management and Disposition*.

3.9 All property and equipment should be tagged with identification labels. The Local Government shall notify the RPC if equipment is replaced by CPE vendor so the inventory can be updated and new tags placed on replacement equipment.

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, 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 databases.

Maintenance

3.15 Practice preventive maintenance of the 9-1-1 equipment, software, and databases.

3.16 Upgrade its 9-1-1 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 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/Coordinator 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 on a monthly basis.

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 twice 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 a monthly basis.

3.29 Local Government agrees to comply with requirements of Commission on State Emergency Communications Program Policy Statements (PPS) PPS 030: Database Maintenance related to reporting of incorrect ANI (Automatic Number Identification), incorrect ALI (Automatic Location Information), NRFs (No Record Found), and misroutes for wireline, wireless, and VoIP (Voice Over Internet Protocol) calls.

3.30 The Local Government agrees to keep all TDD equipment visible and plugged in at all times. Since not all requests for emergency assistance for the deaf, hearing-impaired and/or speech-impaired may not come in on actual 9-1-1 equipment, the equipment shall be easily accessible and ready to use for these calls. Calltakers shall be trained that that silent/open-line calls may be a TDD caller.

3.31 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.

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

3.33 Not connect any device to the dedicated 9-1-1 electrical system operating through an outlet connected to the UPS (Uninterrupted Power Supply) provided by DETCOG without prior written consent from RPC.

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

3.35 The Local Government agrees to send a representative to all required DETCOG meetings and training.

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 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: Use of the 9-1-1 Address Database

5.1 As stated in the Health and Safety Code 771.061, all information contained in an address database maintained and used in providing 9-1-1 service is confidential and is not available for public inspection; however, there are circumstances that allow public safety individuals the use of the information.

5.2 It is possible to manually query a telephone number using the 9-1-1 Public Safety Answering Point (PSAP) equipment. This feature is designed to assist Emergency Telecommunicators in obtaining address location from a telephone number that has called 9-1-1 and for some reason did not initially display the Automatic Location Identification (ALI) information.

5.3 There may be times when public safety personnel need to obtain location information for the good and welfare of the public; listed below are examples of those types of situations:

- a. calling party reports life threatening situation for another person for whom they do not have their address, only a telephone number
- b. felony warrant for an individual and failure to execute the warrant could result in additional harm to the public
- c. found individuals (such as children) who do not know their address but a telephone number is available
- d. anytime considered by the public safety personnel to be in the best interest of public safety and welfare

5.4 Situations where it is not permissible query the 9-1-1 database for location information are (but not limited to):

- a. to obtain location information for personal use or gain
- b. misdemeanor warrants or felony warrants that do not pose a threat to the public safety and welfare

5.5 Each time a manual bid query is performed an entry must be made into the PSAP Query Log. This log is kept as verification of the use of the manual bid query function to ensure compliance with the all statues, rules and policies.

5.6 During each monitoring visit the Query Log will be randomly cross matched with information from the database provider on manual bid queries.

**Article 6: Mutual Aid within Regional 9-1-1 Network
& Call Originating Outside Region**

6.1 The Local Governments acknowledges its PSAP operates as part of the Deep East Texas Council of Government's Regional 9-1-1 Emergency Number Network.

6.2 The Local Governments agrees to handle 9-1-1 calls for other Local Government's PSAP that are part of the Deep East Texas Regional 9-1-1 Network in any emergency or testing situation.

6.3 These situations may includes, but are not limited to: network failures, evacuation of communication facilities, and referral or transfer of 9-1-1 calls that may originate outside of normal jurisdictional boundaries in such public agencies as deemed appropriate.

6.4 The Local Government acknowledges that 9-1-1 calls may occasionally originate outside the Local Government's jurisdiction and outside the RPC jurisdiction due to misroute, wireless coverage area or other unforeseen circumstance.

6.5 The Local Government agrees to handle calls referenced in section 6.4 as they would those originating within the Local Governments jurisdiction and make reasonable and appropriate efforts to transfer the call to the appropriate agency.

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.

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: 210 Premier Dr., Jasper, TX 75951
Attention: Walter G. Diggles, Executive Director

Local Government's address is: 101 W Church, Ste 300, Livingston, TX 77351
Attention: County Judge

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, 2009.

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. Ownership Agreement (if applicable);
- c. Transfer of Ownership Agreement (if applicable);
- d. CSEC approved strategic plan for Local Government PSAP Operations;
- e. PSAP Equipment & Operations Performance Measures;
- f. 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

<p>Polk County</p> <p>BY:</p>  <p><u>County Judge</u></p> <p><u>8-28-07</u></p> <p>DATE</p>	<p>Deep East Texas Council of Governments</p> <p>BY:</p>  <p><u>Executive Director</u></p> <p><u>8/29/07</u></p> <p>DATE</p>
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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.



COMMISSION ON STATE EMERGENCY COMMUNICATIONS

TO PROTECT AND ENHANCE PUBLIC SAFETY AND HEALTH

333 Guadalupe Street * Suite 2-212 * Austin * Texas 78701-3942

August 2, 2007

Mr. Walter Diggles
Executive Director
Deep East Texas Council of Governments
210 Premier Road
Jasper, Texas 75951

RE: FY 2008-2009 Contract for 9-1-1 Services

Dear Mr. Diggles:

The 80th Texas Legislature appropriated funds to the Commission on State Emergency Communications (Commission) for statewide 9-1-1 services in FY 2008-2009 in three strategies: Network Operations, Equipment Replacement, and Wireless Phase II Implementation.

In accordance with Health and Safety Code, Chapter 771, the Commission has reviewed and approved the FY 2008-2009 Regional Planning Commission (RPC) 9-1-1 regional strategic plan for Network Operations, and has allocated funding to fulfill the regional plan for this strategy. Regional plans and funding allocations for Equipment Replacement and Wireless Phase II Implementation will be considered by the Commission at a future date. The RPC contract will be amended to reflect these strategies upon Commission review and approval.

Enclosed is the FY 2008-2009 Contract for 9-1-1 Services. A summary of the approved RPC 9-1-1 strategic plan costs and funding allocations are made part of this contract by way of Attachment A, *Recipient 9-1-1 Costs Summary*. The contract is provided in duplicate originals. Please sign and execute both copies. Retain one copy for your files and return one copy to CSEC by August 31, 2007, if possible.

According to Commission policy, start-up funding will be provided to the RPC during the first quarter of each fiscal year of the contract, contingent upon receipt of the executed contract and annual certification of inter-local agreements. The CSEC will not disburse any FY 2008-2009 funds to any RPC until these requirements have been met.

As always, if you have questions or need further information, please feel free to contact me at 512/305-6920.

Sincerely,


Paul Mallett

Executive Director

cc: Mr. Van Bush, Director, Regional 9-1-1 ENS/Deep East
Ms. Pat DuBose, Director of Finance/Deep East

Enclosures

Contract for 9-1-1 Services

Art.1. Parties and Purposes

- 1.1 The Texas Commission on State Emergency Communications ("Commission") is charged by law with the responsibility to oversee the provision of 9-1-1 emergency services throughout the state, and Deep East Texas Council of Governments ("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 Contract for Services ("Contract") 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 strategic plan that has been approved by the Commission.
- 2.2 Applicable law includes, but is not limited to, the State Administration of Emergency Communications Act, Texas Health and Safety Code, Chapter 771; Commission rules implementing the Act contained in Title 1, Texas Administrative Code, Chapters 251, 252, 253, and 255; the General Appropriations Act; the Uniform Grant Management Standards (UGMS), Title 1, Texas Administrative Code, Sections 5.151 – 5.167; the Preservation and Management of Local Government Records Act, Texas Government Code, Chapter 441, Subchapter J; Texas Local Government Code, Chapter 391; Texas Government Code, Chapter 2260; and amendments to the referenced statutes and rules.
- 2.3 Applicable law also includes, but is not limited to, the policies and procedures adopted by the Commission. 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 ("APA"), Texas Government Code, Chapter 2001; any new or amended policy or 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 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 Article 4.1(d) herein.
- 2.5 In accordance with Texas Health and Safety Code, Section 771.078(c)(6), the Commission may withhold disbursement of funds to a RPC that does not follow a standard imposed by this Contract, a Commission rule and/or policy, or a statute.
- 2.6 The RPC shall maintain, at a minimum, a separate investment account for all 9-1-1 funds received. The RPC shall utilize an accounting system that complies with Commission policies and procedures, and with the requirements as provided in UGMS, Subpart C – Post Award Requirements, Section .20 – Standards for Financial Management Systems, which requires the recipient of state funds, the RPC, to maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Art. 3. Monitoring Compliance

- 3.1 The RPC recognizes that the Commission reserves the right to perform monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with Commission rules and policies, as well as, all applicable law, and the RPC agrees to cooperate fully with such monitoring.
- 3.2 The RPC recognizes that the Commission reserves the right to monitor RPC financial procedures and validate financial reimbursement requests for compliance with Commission rules and policies, accuracy, completeness, and appropriateness, prior to the Commission releasing state appropriated funds.

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 UGMS as established by the Governor's Office of Budget, Planning and Policy, under the authority of Chapter 783 of the Texas Government Code; provide a provision that the RPC will provide 9-1-1 funds to the local governments or PSAPs on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the local governments and PSAPs are complete, accurate, and appropriate;

- (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 UGMS and applicable law, addressing the RPC's 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 UGMS and applicable law, requiring the RPC to maintain a current inventory of all 9-1-1 equipment;
- (g) include a provision requiring reimbursement to the RPC and/or the 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;
- (h) provide, consistent with UGMS 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 database 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 database maintenance activities; and
- (j) provide a commitment by the RPC, the local government, or PSAP, as applicable, to continue addressing database 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 local governments, as well as any additional Commission policies, procedures or rules, in connection with the procurement of any items to be obtained with 9-1-1 funds.
- 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 management system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 5.4 The RPC shall maintain sufficient records detailing the 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, as outlined in the records retention requirements in UGMS.

Art. 6. Service Fee Funding

- 6.1 In accordance with Texas Health & Safety Code, Section 771.071, the Comptroller of Public Accounts shall receive all landline service fees and wireless service fees that are billed, collected and remitted by telecommunications service providers. The Comptroller shall deposit money from the fees to the credit of the 9-1-1 services fee fund in the State Treasury.
- 6.2 The Commission shall distribute money appropriated to the Commission from the 9-1-1 services fee fund to the RPC for use in providing 9-1-1 services as provided by this Contract, in accordance with Texas Health & Safety Code, Sections 771.071(f) and 771.078, and any applicable requirements contained in appropriation riders. Funds will be distributed to the RPC quarterly, according to current Commission payment methodology, unless the RPC is in substantial noncompliance with Commission rules and procedures. The RPC shall distribute the money to public agencies within its jurisdiction for use in providing those services. All fees and surcharges collected under the authority of Texas Health & Safety Code, Chapter 771, may be used only for planning, development, provision, and enhancement of the effectiveness of 9-1-1 service as approved by the Commission, and as provided by Texas Health & Safety Code, Section 771.075.
- 6.3 The CSEC shall ensure that no more than \$17,000,000 appropriated to the Commission for the FY 2008 -- 2009 biennium shall be allocated to the RPCs for administration of the statewide 9-1-1 program, according to the General Appropriations Act.

6.4 None of the funds appropriated to the Commission to fund statewide 9-1-1 emergency communications and allocated to the RPC, may be used to replace or fund a reserve for future replacement of 9-1-1 capital equipment.

6.4.1 The RPC shall assist the Commission in creating a ten (10) year comprehensive statewide capital replacement plan for submittal to the Legislative Budget Board no later than November 1st of each calendar year.

6.5 The RPC shall submit a Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the government code.

6.6 As provided by Texas Health & Safety Code 771.078(d), not more than ten percent (10%) of the money received by the RPC under Section 771.078(b) may be used for indirect costs by the RPC. The Governor's Office of Budget, Planning and Policy will review and evaluate indirect costs using the federal Office of Management and Budget circulars A-87 and A-122 or any rules relating to the determination of indirect costs adopted under Chapter 783, Texas Government Code.

6.7 In accordance with Texas Health & Safety Code, Section 771.078, the Commission shall ensure that the RPC receives money for 9-1-1 services in two separately computed amounts, one each for the respective landline and wireless service fees. The amount distributed to the RPC shall be in accordance with Texas Health & Safety Code, Sections 771.078(b)(1) and (b)(2), not to exceed the appropriated amount, as follows:

- Landline service fee shall be calculated as follows:

Total Emergency Service Fee Revenue Collected, Deposited and		Total Emergency Service Fees Collected from the Region

Appropriated to the Commission	X	Total Emergency Service Fees Collected for the State

- Wireless service fee shall be calculated as follows:

Total Wireless Emergency Service Fee Revenue Collected, Deposited And Appropriated to the Commission		Population of Region

		Population of State

6.8 Upon a request from the RPC, the Commission shall provide the RPC with documentation and financial records of the amount of money collected in the region or of an amount of money allocated to the RPC, in accordance with Texas Health & Safety Code, Section 771.078, and this Contract.

Art. 7. Surcharge

- 7.1 In accordance with Texas Health & Safety Code, Section 771.078(e), the Commission may allocate surcharges under Section 771.072(d) by means of this Contract.
- 7.2 Section 771.072 of Texas Health & Safety Code allows the Commission to periodically allocate surcharges to the RPC for use in implementing the approved strategic plan to provision 9-1-1 service throughout its region.

Art. 8. 9-1-1 Funds Distribution

- 8.1 The Commission will grant all 9-1-1 funds, both service fee and surcharge, in accordance with Texas Law and CSEC rule and policy. As provided by Texas Government Code, Article IX, General Appropriations Act, a state agency shall distribute grants on a reimbursement basis, or as needed, unless otherwise provided by statute or otherwise determined by the grantor agency to be necessary for the purposes of the grant.
- 8.2 Quarterly disbursement of 9-1-1 funds to the RPC shall be made on a cost reimbursement basis according to current Commission policy. If the RPC's funding is depleted before the end of a fiscal quarter, a financial emergency funding request may be made by the RPC to the Commission (see Art. 9. RPC Emergency Funding).
- 8.3 The Commission has determined that a proper public purpose is served by providing start-up funding, at the beginning of each fiscal year, to the RPC for payment of operating costs of the region's 9-1-1 system. Start-up funding to the RPC from the Commission may be made at the beginning of each fiscal year. The Commission shall provide start-up funds to the RPC according to Commission policy. Start-up funding is defined as cash from appropriated funds provided by the Commission to the region to pay initial fiscal year 9-1-1 program expenses, prior to the first quarterly reimbursement request being received. Any remaining funds from the prior fiscal year, ending the preceding August 31st, shall be returned to the Commission no later than October 30th each year.

Art. 9. RPC Emergency Funding

- 9.1 The Commission may provide appropriated funds to the RPC upon demonstration and documentation that a financial emergency exists that will compromise the 9-1-1 system or impact public safety.
- 9.2 The Commission shall consider a financial emergency as a situation in which the RPC requires additional funding to sustain the current and normal operation of

9-1-1 systems and their administration, as well as to meet contractual obligations as provided for in their approved strategic plan; and that, without the assistance of these additional funds, would result in a compromise of the 9-1-1 system or impact public safety. A financial emergency would arise, and public safety compromised, if the 9-1-1 system was terminated due to non-payment of invoices.

- 9.3 Emergency funds may be distributed based upon the documented expenditures creating the need. The provision of emergency funds will be used for specific operational and administrative expenses identified in the supporting documentation.
- 9.4 The request shall include a narrative description of what the funds are to be used for, and how these expenditures relate to their strategic plan.
- 9.5 The Commission will review the request for accuracy and compliance with the current approved strategic plan and Commission policy. Upon review and approval of the request, the Commission will disburse the necessary funding, not to exceed the RPC approved strategic plan and the appropriation of revenues.

Art. 10. Strategic Planning

- 10.1 In accordance with Texas Health & Safety Code, Section 771.055, the RPC shall develop a regional plan for the establishment and operation of 9-1-1 service throughout the respective region. The 9-1-1 service must meet the standards established by the Commission. A regional plan must describe how the 9-1-1 service is to be administered.
- 10.2 The RPC must update its regional plan at least once during each state fiscal biennium, and must include the following:
 - 10.2.1 A description of how money allocated to the region is to be allocated throughout the region served by the RPC;
 - 10.2.2 Projected financial operating information for the two state fiscal years following the submission of the plan;
 - 10.2.3 Strategic planning information for the five state fiscal years following submission of the plan; and
 - 10.2.4 A Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the Government Code.
- 10.3 The RPC shall submit a regional plan, or amendment to the plan, to the Commission for review and approval or disapproval, as required by Texas Health & Safety Code, Section 771.056. In turn, the Commission shall consider the appropriateness of the plan or amendment in satisfying the standards set by the Commission, the cost and effectiveness of the plan or amendment, as well as the appropriateness of the plan or amendment in context with overall statewide 9-1-1 service.

- 10.4 The Commission shall notify the RPC of the approval or disapproval of the regional plan submission, or an amendment to the plan, in accordance with Commission policy.
- 10.5 If the plan or amendment is approved, the Commission shall allocate to the RPC from the money collected under Texas Health & Safety Code, Sections 771.071, 771.0711, and/or 771.072 as appropriated to the Commission, and in accordance with the terms of this Contract.
- 10.6 The Commission may withhold distribution of funds to the RPC until an administratively complete strategic plan is submitted according to Commission policy, procedure and strategic planning guidelines.

Art. 11. Reporting Requirements

- 11.1 The RPC shall submit financial and performance information and reports regarding 9-1-1 service and administration to the Commission in accordance with Texas Health & Safety Code Section 771.078. The RPC shall provide the reporting information in accordance with standards and guidelines established by Commission rules and policies. The RPC shall submit the following information to the Commission, at least once per quarter of each fiscal year.
 - 11.1.1 Financial information regarding administrative and program expenses shall be reported in accordance with generally accepted accounting principles.
 - 11.1.2 Information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC.
- 11.2 The RPC shall be responsible for collecting and reporting efficiency data on the operation of each of the 9-1-1 answering points within its region. The RPC shall submit information to the Commission, at least once per quarter of each fiscal year, according to current Commission policy.

Art. 12. Use of Answering Points

- 12.1 The RPC shall comply with the minimum standards and guidelines established by Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, for the use of answering points and the creation of new answering points in accordance with Texas Health & Safety Code Section 771.078.

Art. 13. Dispute Resolution

- 13.1 The dispute resolution process provided for in Chapter 2260, Subsection F, Title 10, of the Texas Government Code must be used by the Commission and the RPC to attempt to resolve all disputes arising under this Contract. Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the RPC's proposed or approved strategic plan, the applicable law or policy, or this Contract.
- 13.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Art. 13, until they have exhausted the procedures set out in this Art. 13.
- 13.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. Notwithstanding Section 2230.052(b) of the Texas Government Code, the parties agree to appoint their representatives and hold the first negotiating meeting within 15 calendar days of receipt of the request. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 13.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to mediation by an administrative law judge employed by the State Office of Administrative Hearings (SOAH), as authorized by Chapter 2009 of the Texas Government Code.
- 13.5 Within 45 calendar days after the effective date of this Contract, the Commission agrees to contract with SOAH to mediate any future disputes between the parties described in Article 13.1. Each party agrees to pay one-half the total fee and expenses SOAH charges for conducting a mediation, and the Commission agrees that the RPC's share of the total is an allowable cost reimbursable to the RPC under this Contract.
- 13.6 The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 13.7 If the parties are unable to settle their dispute by mediation, either party may request a contested case hearing under Section 2260.102 of the Texas Government Code.

Art. 14. Miscellaneous Provisions

- 14.1 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.

- 14.2 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.
- 14.3 Unless otherwise directed by the Commission, the RPC shall arrange for the performance of an annual financial and compliance audit of its financial statements and internal control environment according to the requirements of the Texas UGMS and the Texas Single Audit Circular, as established by the Governor's Office of Budget, Planning, and Policy, under the authority of Chapter 783 of the Texas Government Code. The RPC shall be liable to the Commission for any costs disallowed as a result of the audit of its financial statements and internal control environment pursuant to funds received under the terms of this Contract.
- 14.4 The RPC recognizes the right of the State Auditor's Office to review and/or audit the RPC's documentation and accounts relevant to the state-funded 9-1-1 program as authorized by Texas Government Code, Chapter 321. Such an audit or review is considered separate and apart from audits required by UGMS.
- 14.5 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations shall be made part of this Contract by way of Attachment A, *Recipient 9-1-1 Costs Summary*.
- 14.6 The RPC shall provide, at a minimum, the CSEC with all reports and/or information as required by Commission policy.
- 14.7 To the extent of any conflict between any item in this Contract and an adopted Commission rule, present or future, the Commission rule shall prevail over the item in this Contract.
- 14.8 This Contract sets forth all of the representations, promises, agreements, conditions, and understandings between the RPC and the CSEC relating to the subject matter of the Contract, and supersedes any prior or contemporaneous representations, promises, agreements, conditions, or understandings, whether oral or written, in any way relating to the subject matter hereof.
- 14.9 Any alterations, additions, or deletions to the terms of this Contract shall be made by amendment hereto in writing and executed by both parties to this Contract.
- 14.10 This Contract takes effect on the date it is signed on behalf of the Commission, and shall terminate on August 31 of the second year of the biennium.

ATTACHMENT "A"
FY 2008-2009 RECIPIENT 9-1-1 COSTS SUMMARY
Summary Costs Approved for Allocation for the: Deep East Texas Council of Governments

Regional Planning Commisson 9-1-1 Program Budget	Appropriation Year 2008						Appropriation Year 2009					
	Strategy 1 - Network Operations			Strategy 2 - Equipment Replacement	Strategy 3 - Wireless Phase 2	Totals	Strategy 1 - Network Operations			Strategy 2 - Equipment Replacement	Strategy 3 - Wireless Phase 2	Totals
	Program	Administration	Total				Program	Administration	Total			
Original Budget	\$1,261,250	\$445,180	\$1,706,430	\$0	\$0	\$1,706,430	\$1,261,250	\$436,645	\$1,697,895	\$0	\$0	\$1,697,895
Current Approved Budget	\$1,261,250	\$445,180	\$1,706,430	\$0	\$0	\$1,706,430	\$1,261,250	\$436,645	\$1,697,895	\$0	\$0	\$1,697,895

Method of Finance	Strategy 1	Strategy 2	Strategy 3	Totals		Strategy 1	Strategy 2	Strategy 3	Totals
Appropriated Service Fees	1,693,636	-	-	\$1,693,636		1,608,159	-	-	\$1,608,159
Total Service Fee Method of Finance	\$1,693,636	\$0	\$0	\$1,693,636		\$1,608,159	\$0	\$0	\$1,608,159
Appropriated Equalization Surcharge	12,794	-	-	\$12,794		89,736	-	-	\$89,736
Total Surcharge Method of Finance	\$12,794	\$0	\$0	\$12,794		\$89,736	\$0	\$0	\$89,736
Total Method of Finance	\$1,706,430	\$0	\$0	\$1,706,430		\$1,697,895	\$0	\$0	\$1,697,895

With my signature below, I agree to and acknowledge the Approved Budget limits described as the "Current Approved Budget" shown for each Appropriation Year above.

 Paul Mallett, Executive Director - CSEC

 Date

 Walter Diggles, Executive Director - Deep East Texas

 Date

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**Attachment B
Ownership Agreement**

As stipulated is Article 3: *Program Deliverables – 9-1-1 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 (PSAP Name), in , 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 C
Transfer of Ownership Form

As stipulated is Article 3: *Program Deliverables – 9-1-1 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 D**CSEC Approved Strategic Plan
For Local Governmental PSAP Operations**

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 attached spreadsheets are the planning budgetary amounts for each component and **are subject to change**.
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.

B.2. Program Budget**1. Network****DEEP EAST****County: POLK****Number of PSAPs: 1****PSAP Names: POLK SO****Brief Description**

	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
1. ALI SYSTEM MONITORING	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
2. DIR-ALI CIRCUITS (2)	\$5,340	\$5,340	\$5,340	\$5,340	\$5,340
3. ATT CO TO S/R (3)	\$8,892	\$8,892	\$8,892	\$8,892	\$8,892
4. ATT TANDEM TO PSAP TRUNKS (5)	\$4,260	\$4,260	\$4,260	\$4,260	\$4,260
5. ATT MAKE BUSY CIRCUITS (2)	\$2,160	\$2,160	\$2,160	\$2,160	\$2,160
6. ATT S/R CHANGES PER TN- NUMBER OF TNS (25,000)	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200
7. ADMIN LINES ON APU/CPE (1)	\$288	\$288	\$288	\$288	\$288
8. CO TO S/R- EASTEX (10); LLTC (2); LI TEL (4)	\$7,488	\$7,488	\$7,488	\$7,488	\$7,488
9. LOCAL LEC ANI CHARGES	\$300	\$300	\$300	\$300	\$300
10. ADMIN LINE LONG DISTANCE SERVICE	\$360	\$360	\$360	\$360	\$360
11. WIRELESS PANI COSTS	\$0	\$1,075	\$1,075	\$1,075	\$1,075
TOTAL Network	\$36,288	\$37,363	\$37,363	\$37,363	\$37,363

Detailed Description

1. 25,000 TNS x .01 Per Tn X 12 mos
2. 1-ATT & 1-ATT ALI CIRCUIT FOR PSAP @ \$445 PER MONTH
3. # OF TRUNKS @ \$39/TRUNK X 12 MOS
4. # OF TANDEM TO PSAP TRUNKS x \$71 x 12 MOS
5. # OF MBC x \$90 X 12 MOS
6. # of TNS X \$1.4 PER 100 TNS X 12 MOS
7. # OF LINES X \$24/LINE X 12 MOS
8. # OF TRUNKS @ \$39/TRUNK X 12 MOS + # OF ANI CTRL x \$36/MO x 12 MOS
9. \$25 PER MO
10. \$30/MO PER/LINE x 12 MOS
11. PERCENTAGE OF WIRELESS PANI CHARGES

B.2. Program Budget

2. Wireless

DEEP EAST

County: POLK

Number of PSAPs: 1

PSAP Names: POLK SO

Brief Description

	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
1. ATT MOBILITY (GSM)	\$0	\$0	\$0	\$0	\$0
2. VERIZON WIRELESS (CDMA)	\$0	\$0	\$0	\$0	\$0
3. CELLULAR ONE OF EAST TEXAS (GSM)	\$0	\$0	\$0	\$0	\$0
4. TMOBILE (GSM)	\$0	\$0	\$0	\$0	\$0
5. SPRINT NEXTEL (CDMA)	\$3,090	\$3,090	\$3,090	\$3,090	\$3,090
6. SPRINT NEXTEL (IDEN)	\$216	\$216	\$216	\$216	\$216
7. SPRINT NEXTEL (NEXTEL PARTNERS)	\$0	\$0	\$0	\$0	\$0
8. ALLTEL	\$0	\$0	\$0	\$0	\$0
TOTAL Wireless	\$3,306	\$3,306	\$3,306	\$3,306	\$3,306

Detailed Description

1. ATT MOBILITY- SELF RECOVERY
2. VERIZON WIRELESS- SELF RECOVERY
3. CELLULAR ONE OF EAST TEXAS- SELF RECOVERY
4. TMOBILE- SELF RECOVERY
5. Sprint MRC- .09 per sub x 3,000 subs x 12 months
6. Nextel MRC- .09 x 200 subs x 12 mos
7. Nextel Partners MRC- .09 x 0 subs x 12 mos
8. ALLTEL MRC- 0.19 x Subs x 12 mos

3. Database

DEEP EAST

County: POLK

Number of PSAPs: 1

PSAP Names: POLK SO

Brief Description

	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
1. Wireline Database Services	\$14,700	\$14,700	\$14,700	\$14,700	\$14,700
2. Intrado DMI & Training	\$1,450	\$0	\$0	\$0	\$0
TOTAL Database	\$16,150	\$14,700	\$14,700	\$14,700	\$14,700

Detailed Description

- 1. 25,000 TNs x .049 Per Tn X 12 mos
- 2. Percentage cost of Intrado DMI & Training

B.2. Program Budget
 5. Equipment Maintenance

DEEP EAST

County: POLK

Number of PSAPs: 1
 PSAP Names: POLK SO

Brief Description

	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
1. CPE MAINT	\$6,100	\$6,100	\$6,100	\$6,100	\$6,100
2. CPE INSURANCE	\$188	\$188	\$188	\$188	\$188
TOTAL Equipment Maintenance	\$6,288	\$6,288	\$6,288	\$6,288	\$6,288

Detailed Description

1. ANNUAL CPE MAINT AGREEMENT W/ATT
2. INSURANCE FOR COG-OWNED CPE W/TML @ .1255 PER \$100

B.2. Program Budget

8. PSAP Supplies

DEEP EAST

County: POLK

Number of PSAPs: 1

PSAP Names: POLK SO

Brief Description

	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
1. PSAP SUPPLIES	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
2. REPLACEMENT STANDALONE TDD/TYY	\$500	\$0	\$0	\$0	\$0
TOTAL PSAP Supplies	\$2,000	\$1,500	\$1,500	\$1,500	\$1,500

Detailed Description

1. MISC. PSAP SUPPLIES RELATED TO EQUIPMENT (i.e., printer ribbon, paper, CPE cleaning supply, router replacen
2. REPLACE AGING STANDALONE TDD/TYY DEVICE

B.2. Program Budget
 12. Ancillary Equipment Maintenance

DEEP EAST

County: POLK

Number of PSAPs: 1

PSAP Names: POLK SO

Brief Description

	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
1. RECORDER MAINTENANCE	\$3,000	\$3,000	\$3,000	\$0	\$3,000
TOTAL Ancillary Maintenance & Repair	\$3,000	\$3,000	\$3,000	\$0	\$3,000

Detailed Description

1. ANNUAL MAINTENANCE AGREEMENT \$3,000

**Attachment E
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-

Monthly Trouble Report

As needed, the PSAP shall submit wireless and/or VoIP testing documentation to DETCOG.

Local Governments shall make available, at least monthly, copies of trouble report logs, a list of service-affecting issues, Certification of TDD testing using 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 F**CSEC Legislation, Rules, Policies and Procedures**

CSEC Legislation, Rules, Policies and Procedures, as established by the CSEC, which shall govern the funding and provisioning of 9-1-1 services within the regional planning commissions are available at www.csec.state.tx.us .