



3800 Stone Road
Kilgore, Texas 75662 - 903-984-8641 - Fax 903-983-1440

Serving a Fourteen County Region

August 5, 2015

Honorable LeeAnn Jones
PANOLA COUNTY
110 S Sycamore Rm. 216A
Carthage, Texas 75633

Subject: 9-1-1 Interlocal PSAP Agreement FY 2015-2017

Dear Judge Jones:

We are pleased to inform you that ETCOG will be able to continue to support all PSAPS (Public Safety Answering Points) in the regional program.

As required by the Commission on State Emergency Communications, we are requesting that the County of Panola enter into an agreement to allow the continuance of 9-1-1 Services between the County of Panola and East Texas Council of Governments for the purpose of delivery of 9-1-1 Emergency Calls to your PSAP. We are emailing a copy of the contract. Please print two copies, sign in all locations which require signatures, and mail both copies back to ETCOG. Once we receive them from you our Executive Director, David A. Cleveland, will sign them. At that time one fully executed original will be returned to you for your files. The contract period will begin September 1, 2015, and end August 31, 2017.

Please contact me at (903) 218-6461 with any questions you may have concerning these documents. We look forward to continuing our support for the Panola County and its citizens through delivery of 9-1-1 calls.

Sincerely,

A handwritten signature in black ink that reads "Stephanie Heffner". The signature is written in a cursive, flowing style.

Stephanie Heffner
Director of Public Safety

SH/ws

Enclosures

c: David A. Cleveland, Executive Director

**INTERLOCAL AGREEMENT FOR
E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES**

Article 1: Parties & Purpose

- 1.1 The East Texas Council of Governments (ETCOG) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. ETCOG has developed a Strategic Plan to establish and operate 9-1-1 service in State Planning Region 6, and the Commission on State Emergency Communications (CSEC) has approved its current Strategic Plan.
- 1.2 **PANOLA COUNTY** ("LOCAL GOVERNMENT") is a local government that operates a Public Safety Answering Point ("PSAP") that assists in implementing the Strategic Plan as approved by CSEC
- 1.3 CSEC, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

Article 2: Effective Date and Term

- 2.1 This Agreement is effective as of September 1, 2015 to August 31, 2017.
- 2.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, within 30 calendar days of said notice.
- 2.3 If this Agreement is terminated for any reason, ETCOG shall not be liable to Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 3: Stipulations

As required by the Contract for 9-1-1 Services executed between ETCOG and CSEC, ETCOG shall execute interlocal agreements between itself and its member local governments relating to the planning, development, operation, and provision of 9-1-1 services, the use of 9-1-1 funds and adherence to applicable law and CSEC rules. At a minimum, the parties to this agreement agree:

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

- 3.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless ETCOG finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. ETCOG shall provide local government written notice of all new or amended policies, procedures or interpretations of CSEC rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against local government.
- 3.3 To reimburse ETCOG and/or CSEC for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse or negligence by PSAP employees or other persons through this provision. This does not include ordinary wear and tear due to day to day use of equipment.

Article 4: Program Deliverables

- 4.1 The local government agrees to:
 - 4.1.1 Operate and maintain the one PSAP located in their jurisdiction;
 - 4.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and
 - 4.1.3 Cooperate with ETCOG in providing and maintaining suitable PSAP space meeting all technical requirements.
- 4.2 Ownership, Transference & Disposition of Equipment
 - 4.2.1. ETCOG and the local government shall comply with the Applicable Law, with regard to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).
 - 4.2.2 ETCOG shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. ETCOG may agree to transfer ownership to the local government according to established policy.
 - 4.2.3 Local government shall insure that sufficient controls and security exists by which to protect and safeguard the 9-1-1 equipment and data against loss, damage or theft.
 - 4.2.4 Ownership and transfer-of-ownership documents shall be prepared by ETCOG and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. (See Attachments A and B)
 - 4.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by ETCOG except for that equipment transferred to local government ownership.

4.2.6 ETCOG and/or the CSEC shall be reimbursed by local government for any damage to 9-1-1 equipment other than ordinary wear and tear.

4.3 Inventory

4.3.1 ETCOG shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law, and a physical inventory shall be conducted annually.

4.3.2 All 9-1-1 equipment shall be tagged with identification labels by ETCOG.

4.3.3 Any lost, stolen or failing 9-1-1 equipment shall be reported to ETCOG as soon as possible.

4.4 Security

4.4.1 Local Government will protect the Customer Premise Equipment (CPE), by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance or use.

4.4.2 Local Government will comply with Criminal Justice Information Services (CJIS) Security Policy Version 5.0 dated 02/09/11 (CJISD-ITS-DOC-08140-5.0) as a minimum security mandate for CPE Workstations. A signed copy of the agreement must be available for inspection at all times

4.4.3 Local Government will operate within local standard procedures 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 CPE Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*.

4.4.4 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of ETCOG. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by ETCOG.

4.4.5 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 Addresses.

4.4.6 Local Government mandates each person who is authorized to receive, store, process, and/or transmit Customer Premise Information must have a unique identification login and be logged into such equipment identifying their legitimacy for use.

4.4.7 Local Governments shall insure that no personal devices access the USB ports on the CPE.

4.5 Training and Public Education

4.5.1 Local governments shall notify ETCOG of any new 9-1-1 call takers and schedule for applicable training within 10 days of them being hired.

4.5.2 Ensure that the 9-1-1 telecommunicators receive TDD/TTY training every six months as mandated by the Department of Justice. This can be achieved by completing the on-line TDD/TTY refresher modules within 45 days of issuance, or attend the 4 hour TDD/TTY course at ETCOG, or Local Government hosted training.

4.5.3 Ensure that 9-1-1 PSAP Supervisory personnel or designee attend 2 yearly training/meetings offered at ETCOG to keep the PSAP updated on current events.

4.5.4 Ensure that all telecommunicator attend a 9-1-1 equipment and technology refresher course every 2 years.

4.5.5 Log and report all 9-1-1 in-house training & public education material distribution. Fax copies to ETCOG by the first of each month. If logs are not received by the 10th day of the month, documentation requesting the logs will be sent to the Chief /Sheriff. Copies shall also be made available upon request by ETCOG. (See Attachments C and D)

4.6 Facilities

4.6.1 Local Government's equipment room and 9-1-1 communications area must maintain a temperature of 65-80 degrees Fahrenheit.

4.6.2 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.

4.6.3 ETCOG staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24 X 7 X 365 basis without prior notice.

4.7 Operations

Local government shall:

4.7.1 Designate a PSAP supervisor and provide related contact information (to include after hour contact information) as a single point of contact for ETCOG

4.7.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or ETCOG

4.7.3 Coordinate with ETCOG in the planning for, implementation and operation of all 9-1-1 equipment

- 4.7.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required.
- 4.7.5 Assist ETCOG in conducting inspections of all 9-1-1 equipment at the PSAP as identified by ETCOG for quality assurance.
- 4.7.6 Testing of all 9-1-1 TDD/TTYs and the Network (landline & wireless) for proper operation and to maintain user familiarity at least once per month, per telecommunicator.
- 4.7.7 Log all 9-1-1 Equipment trouble, TDD/TTY test calls, and network test calls. Fax copies to ETCOG by the first of each month. If logs are not received by the 10th day of the month, documentation requesting the logs will be sent to the Chief /Sheriff. Copies shall also be made available upon request by ETCOG and The Department of Justice. (See Attachments E, F, and G)
- 4.7.8 Make no changes to 9-1-1 equipment, software or programs without prior written consent from ETCOG.
- 4.7.9 Provide upon request any testing documentation or applicable paperwork required by CSEC and ETCOG within 24 hours.
- 4.7.10 Submit a signed Manual ALI Query form to ETCOG annually and agree to use ALI lookup feature only in the handling and processing of an emergency telephone call. (See Attachment H)
- 4.7.11 When the verification process produces incorrect ANI/ALI information the telecommunicator shall manually fill out the ANI/ALI discrepancy form. The ANI/ALI discrepancy form shall be completed and faxed back to ETCOG within 72 hours. (See Attachment I)
- 4.7.12 Each PSAP shall submit an emergency or contingency plan for 9-1-1 communications. This plan shall be accessible to ETCOG staff upon request.
- 4.7.13 Comply with ETCOG policy and procedures for PSAP moves/changes. (See Attachment J)
- 4.7.14 PSAP Agency should have adequate personnel trained and available to operate the generator when needed.
- 4.7.15 It is recommended that the PSAP/Agency shall have the generator tested quarterly, and load tested at least once a year, to insure that all ETCOG equipment remains functional.
- 4.7.16 All telecommunicators shall re-transmit all wireless calls to receive most accurate caller location.

4.8 Supplies

4.8.1 Local Government will purchase supplies necessary for the continuous operation of its 9-1-1 CPE, and Ancillary equipment (i.e. printer supplies and paper).

Article 5: Performance Monitoring

5.1 ETCOG and CSEC reserve the right to perform on-site monitoring of the PSAPs for compliance with Applicable Law and performance of the deliverables specified in this Agreement. Local Government agrees to fully cooperate with all monitoring requests from ETCOG and/or CSEC for such purposes.

5.2 ETCOG personnel will conduct site visits at least once per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement. (See Attachment K)

Article 6: Procurement

6.1 ETCOG may purchase, lease, or otherwise procure, on Local Government's behalf the 9-1-1 equipment, software, services, and other items described in the current Strategic Plan.

6.2 ETCOG and 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, *Guidelines for the Procurement of Equipment and Services with 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 ETCOG 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 and approved 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 state appropriations.

7.3 Allowable and disallowed expenditures shall be determined by the appropriations, rules, policies and procedures as established by the CSEC, and as provided for the Local Government in ETCOG's approved Strategic Plan.

7.4 Local government shall reimburse ETCOG and/or CSEC, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

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

Article 8: Records

- 8.1 Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to local government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in ETCOG's current approved Strategic Plan.
- 8.2 Local Government agrees to maintain financial and any other 9-1-1 documentation adequate to document its performance, costs, and receipts under this contract. Local Government agrees to maintain these records for 3 years after receiving its final payment under this contract. Local government may request in writing to maintain these records electronically, if that technology is in place.
- 8.3 For the purpose of reimbursement, 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.
- 8.4 ETCOG and/or CSEC are entitled to inspect and copy, the records maintained under this contract for as long as they are preserved. ETCOG is also entitled to visit Local Government offices, talk to its personnel, and audit its applicable 9-1-1 books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service, all during normal business hours, to assist in evaluating its performance under this contract,
- 8.5 CESC and the Texas State Auditor have the same inspection, copying, and visitation rights as ETCOG.
- 8.6 In terms of 9-1-1 records, excluding financial, Local Government shall comply with their retention schedule, as per state statute.

Article 9: Assignment

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

Article 10: Nondiscrimination and Equal Opportunity

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

Article 11: Dispute Resolution

- 11.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.
- 11.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 11, until they have exhausted the procedures set out in this Article 11.
- 11.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 11.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.
- 11.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.
- 11.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 12: Suspension for Unavailability of Funds

- 12.1 Local Government acknowledges that ETCOG's sole source of funding for this contract is the 9-1-1 fees collected by service providers and received by the state Comptroller's Office. If fees sufficient to pay Local Government under this contract are not paid to ETCOG, or if the CSEC does not authorize ETCOG to use the fees to pay Local Government, ETCOG may suspend payment to monthly bills for 9-1-1 equipment 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 ETCOG resumes payment.

Article 13: Notice to Parties

13.1 Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 13.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 13.3.

13.2 **ETCOG's address is:**

ETCOG
Attn: Executive Director
3800 Stone Road
Kilgore, Texas 75662
903 984 8641 phone

13.3 **The Local Government's address is:**

Hon. LeeAnn Jones
County Judge
Panola County
110 S Sycamore Rm. 216A
Carthage, Texas 75633

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

Article 14: Force Majeure

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

Article 15: Confidentiality

- 15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. **The parties agree to maintain the confidentiality of information received during the performance of this Agreement.**
- 15.2 The Local Government or its duly authorized representative will notify ETCOG upon receipt of any requests for information.

Article 16: Indemnification

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

Article 17: Historically Underutilized Business Requirements

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

Article 18: Miscellaneous

- 18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.
- 18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.
- 18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.
- 18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.


18.5 The following Attachments are part of this Agreement:

- Attachment A Ownership Agreement
- Attachment B Transfer of Ownership Form
- Attachment C 9-1-1 In-House Training Log
- Attachment D 9-1-1 Public Education Material Distribution Log
- Attachment E 9-1-1 Equipment Trouble Log
- Attachment F TDD/TTY Test Log
- Attachment G 9-1-1 Network Test Log
- Attachment H Manual ALI Request Form
- Attachment I ANI/ALI Discrepancy Form
- Attachment J PSAP moves/changes
- Attachment K PSAP Monitoring
- Attachment L Commission Documents – Legislation, Rules and Program Policy Statements

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

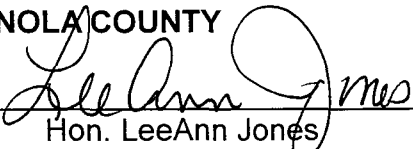
18.7 This Agreement is executed in duplicate originals.

ETCOG

By: 
David A. Cleveland
Executive Director

Date: 9-1-15

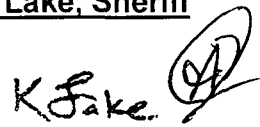
PANOLA COUNTY

By: 
Hon. LeeAnn Jones
Panola County, Judge

Date: Aug. 24, 2015

As **Sheriff** of **PANOLA COUNTY**, I hereby acknowledge and accept the terms of this agreement.

Kevin Lake, Sheriff



Date of Signature: 8/25/15

**Attachment A
Ownership Agreement**

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

ETCOG hereby establishes all 9-1-1 equipment located at the PANOLA COUNTY SHERIFF'S OFFICE, in Local Government's jurisdiction, to be the property of ETCOG, hereinafter referred to as "Owner".

Below 9-1-1 equipment is hereby defined as the property of Owner.

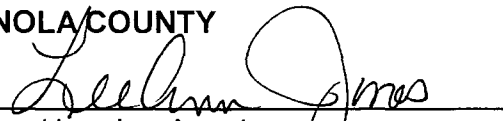
CPE, ancillary equipment, and software necessary to the delivery of 9-1-1 calls.

ETCOG

By: 
David A. Cleveland
Executive Director

Date: 9-1-15

PANOLA COUNTY

By: 
Hon. LeeAnn Jones
Panola County, Judge

Date: Aug. 24, 2015

Attachment B Transfer of Ownership Form

As stipulated in Article 4 of the Agreement between **ETCOG** and **PANOLA COUNTY** dated September 1, 2015 to August 31, 2017, **ETCOG** shall document all transfers of ownership of 9-1-1 equipment between **ETCOG** and **PANOLA COUNTY**.

Indicate the appropriate classification:

Transfer _____ Disposition _____ Lost _____

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

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

Continued.....

**Attachment B
Transfer of Ownership Form (continued)**

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: ___ Yes ___ No

Proceeds, if any: _____

Approved by: _____

Title: _____
 Comptroller

Date: _____

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

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

Date: _____

Attachment C			
ETCOG 9-1-1 In-House Training Log			
PSAP Name:			
Date	Dispatcher Name	Type of Training	Hours

Attachment D ETCOG Public Education Material Distribution Log				
PSAP Name:				
Date of Event	Type of Event	Location of Event	Audience Size/Age	Number of Public Education Materials

Attachment E
ETCOG 9-1-1 Equipment Trouble Log

PSAP Name:

Date	Time	Reporting Party	Type of Trouble	Ticket #	Date/Time Cleared	Comments

Attachment F				
ETCOG TDD/TTY Test Log				
PSAP Name:				
Date	Time	Call Taker & Receiver**	Length of Call	Disposition of Call

Attachment G
ETCOG 9-1-1 Network Test Log

PSAP Name:						
Date	Time	Call Taker Name	Wireless/Landline	Telephone Number	Test Successful Yes or No	Unsuccessful report to TELCO log Date Resolve

**Attachment H
East Texas Council of Governments
Regional 9-1-1 Program
Manual ALI Request Form**

PSAP Name: Panola County Sheriff's Department Date: 8/25/15

This letter is to request that the "manual ALI Query" feature be enabled at Panola County Sheriff's Department.

The 9-1-1 customer premises equipment (CPE) provided by ETCOG has been configured to allow manual queries, and is compatible with the manual ALI query protocol of ETCOG and the database provider. **MANUAL ALI QUERY SERVICES WILL ONLY BE USED IN THE HANDLING OF EMERGENCY CALLS.** All manual ALI queries must also be documented using the reason feature.

This PSAP and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this feature may be provided.

The ETCOG operations staff has access to a statistical report of Manual ALI Query per PSAP. Misuse of the proprietary ALI information may be cause for the termination of this feature for the PSAP.

Please mail, fax or email this form back no later than **September 30, 2015** to:

East Texas Council of Governments
Stephanie Heffner, Director of Public Safety Division
3800 Stone Road
Kilgore, Texas 75662

or

Fax: 903-983-1440

or

Email: stephanie.heffner@etcog.org Subject: **Interlocal Agreement-Manual ALI Agreement**

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:

K. Fake
Chief / Sheriff
John [Signature]
Communications Supervisor / Manager

8/25/15
Date
8/25/15
Date

Attachment I ANI/ALI Discrepancy Form

PSAP Name _____ Exchange _____

Call Taker _____

DISPLAYED INFORMATION

DATE: _____	TIME: _____	ANI: _____	ESN: _____
NAME: _____			
ADDRESS: _____			
Phone Type (circle one) BUS RES COIN MOBL VOIP OTHER			

REASON FOR CORRECTION

(check all that apply)

_____ NO RECORD FOUND	_____ FOREIGN EXCHANGE (FX)
_____ MISROUTE	ROUTE TO: _____
_____ ADDRESS INCORRECT	_____ ESN INCORRECT

CORRECT INFORMATION

DATE: _____	TIME: _____	ANI: _____	ESN: _____
NAME: _____			
ADDRESS: _____			
Phone Type (circle one) BUS RES COIN MOBL VOIP OTHER			

PSAP SUPERVISOR SIGNATURE: _____ DATE: _____

REMARKS:

**Attachment J
East Texas Council of Governments
Regional 9-1-1 Program
PSAP Move/ Add/ Change Policy**

All PSAPs must notify the assigned ETCOG's Director of Public Safety in writing on department letterhead signed by Chief/Sheriff and Supervisor of any moves, adds, or changes to the 9-1-1 equipment. Notification must be sent at least 90 days prior to request date. The letter must include the following information:

Type of move, add or change (remodel, moving of a position, move of dispatch, move of PSAP).

Date requested to move, add, or change.

On Site project manager contact information

Funding source

The PSAP must agree to notify ETCOG's Director of Public Safety of all meetings concerning the move, add, or change.

Any charges that occur during the move, add, or change that have not been approved by ETCOG Program Manager will be billed to the PSAP.

ATTACHMENT K PSAP MONITORING

Best Practices Model Monitoring Checklist for ETCOG PSAP's:			
County Name: _____		Date: _____	
PSAP Name: _____		Telephone Number: _____	
PSAP Contact Person: _____		RPC 9-1-1 Coordinator: _____	
Previous Findings:			
1. CPE - Front Room			
CPE: Leased or Owned: _____			
CPE Vendor: _____			
CPE Maintenance Vendor: _____			
CPE Description/Model: _____			
Category	Check if in Compliance	Findings	Comments
Lighting			
Cleanliness			
Ventilation			
Inventory tags Inventory Taken			
Secure from general public; accessible to PSAP staff			
Redundant 9-1-1 call taking equipment functioning (PPS 31)			
ANI/ALI display (PPS 31)			
Map display, if applicable			
No unauthorized third-party software/integration (PPS 31)			
Language Line speed dial/direct dial transfer/accessibility (PPS 31)			
Language Line account number & PSAP access code visible			

**ATTACHMENT K
PSAP MONITORING
PAGE 2**

Poison Control direct dial transfer (PPS 31)			
Poison Control 10-digit number displayed			
Published PSAP 10-digit emergency telephone number (PPS 31)			
RPC Contact information			
Wireless Phase I E9-1-1 level of service (PPS 31)			
Equipment repair/trouble contact information			
Make busy overflow	To: _____		
Contingency Plan (PPS 31) To: Name of	To: _____		
Network Testing (PPS 31)			
Maintenance trouble/trouble report logs			
Direct dial transfers & labels, if applicable			
9-1-1 ANI/ALI Discrepancy Reports			
TTY test call log (PPS 31)			
Required TTY training offered (PPS 31)			
Stand alone TTY accessible (PPS 31)			
Printer functioning - adequate paper & ribbon, if			

**ATTACHMENT K
PSAP MONITORING
PAGE 3**

2. CPE Backroom			
Category	Check Box if in Compliance	Findings	Comments
Redundant network connections functioning			
Cleanliness			
Ventilation			
Lighting			
Secure from general public; accessible to PSAP staff			
Back-up Power/UPS (PPS 31)			
Generator testing			
3. Recorders			
Brand/Model:			
Category	Check Box if in Compliance	Findings	Comments
Accessible			
Verify & list number of channels			
Verify & list number of channels dedicated to 9-1-1			
Functioning - each 9-1-1 line being recorded (PPS)			
Adequate supply of storage media			
Monitored By:		PSAP Contact:	
Date:		Date:	

Attachment L Commission Documents

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

1. Commission Legislation: http://www.911.state.tx.us/browse.php/rules_legislation
2. Commission Rules: http://www.911.state.tx.us/browse.php/rules_legislation
3. Commission Program Policy Statements:
http://www.911.state.tx.us/browse.php/program_policy_statements



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3800 Stone Road
Kilgore, Texas 75662 - 903-984-8641 - Fax 903-983-1440

Serving a Fourteen County Region

August 7, 2015

Honorable LeeAnn Jones
County of Panola
110 S Sycamore #216A
Carthage, Texas 75633

Subject: Database Maintenance FY 2016-2017

Dear Judge Jones:

We are emailing you a copy of the Agreement for Funding of 9-1-1 Database Maintenance Activities. Once you have reviewed, please print two copies, sign both and return both copies. Once we receive them, our Executive Director, David A. Cleveland will sign them. At that time one original will be returned to you for your files. The contract period will begin September 1, 2015, and end August 31, 2017.

Please contact me at (903) 218-6461 with any questions you may have concerning these documents. We look forward to continuing this service for the County of Panola.

Sincerely,

Stephanie Heffner
Director of Public Safety

SH/bc
Enclosures

c: David A. Cleveland, Executive Director

Anderson - Camp - Cherokee - Gregg - Harrison - Henderson - Marion
Panola - Rains - Rusk - Smith - Upshur - Van Zandt - Wood

AGREEMENT FOR FUNDING OF 9-1-1 DATABASE MAINTENANCE ACTIVITIES

This contract is made and entered into by and between the **East Texas Council of Governments**, hereinafter called "ETCOG", and **PANOLA COUNTY**, hereinafter called "Local Government".

WITNESSETH:

WHEREAS, ETCOG has been designated as the Grantee pursuant to a Grant Agreement between the Commission on State Emergency Communications, hereinafter referred to as "CSEC", and

WHEREAS, Local Government desires to receive funding for database maintenance activities from the database funds established; and permits Local Government to receive funding for database maintenance activities as defined in the plan agreement with ETCOG and CSEC, is authorized by the Executive Committee of the East Texas Council of Governments;

NOW, THEREFORE, ETCOG and Local Government, in consideration of the terms, covenants and conditions herein, hereby agree as follows:

1. Effective Date and Term of Contract

This contract shall be considered in effect upon signature from **September 1, 2015 through August 31, 2017**, unless terminated according to section 10.

2. Scope of Services

ETCOG agrees to submit request for reimbursement for database maintenance activities conducted by Local Government and/or its agents to CSEC and to distribute the resulting reimbursement to Local Government.

It is agreed and understood that ETCOG's ability to reimburse Local Government for database maintenance activities is **limited wholly and completely to its receipt of funds from CSEC**. In no event shall ETCOG be liable or responsible for the failure of CSEC to fund database maintenance activities.

FOR AND IN CONSIDERATION OF THE FOREGOING, Local Government agrees to undertake database maintenance activities in Local Government in accordance with CSEC's directives and requirements and to submit, on a timely basis, requests for reimbursement for database maintenance activities. It is agreed that the term "database maintenance activity" includes:

- A. Maintaining an accurate inventory of new county subdivisions/roads and addresses:
 - Identifying new county and private roads;
 - Acquiring subdivision maps and street lists;
 - Establishing address ranges, and
 - Assigning addresses as needed in accordance with local adopted database standards;
- B. Correcting new and existing database errors, establishing a baseline of no greater than 1.9% errors to be eligible for reimbursement;
- C. Maintaining adequate signage for emergency response;
- D. Resolving problems in assignment, by establishing inquiry, postal notification, and address correction measures including follow-up responses certifying final addresses; and
- E. Maintaining MSAG (Master Street Address Guide) in statewide database, including new roads, county/private roads, and new address assignments.
- F. Submit to ETCOG, in a timely manner, map updates for Local Government's Public Safety Answering Point 9-1-1 Map, when requested by an ETCOG Public Safety Employee or when you have a major County update. This must be in the form of a shapefile or file geodatabase.

3. Method and Schedule of Payment

- A. The type of contract in use here is a cost reimbursement contract.
- B. The amount to be paid to Local Government for the contract period shall be based upon the terms, provisions, and grant budgets as set forth in the approved Local Government Database Maintenance Plan. The budget provisions are subject to funding from the CSEC.
- C. Local Government shall submit to ETCOG requests for reimbursement for database maintenance activities and shall only include allowable costs incurred. The allowable cost of performing the work

under this contract shall be the cost actually incurred by Local Government, either directly, incident to, or properly allocable to the contract, in accordance with the terms.

- D. ETCOG agrees to submit requests for reimbursement for database maintenance activities conducted by Local Government and/or its subcontractor to CSEC and to distribute the resulting reimbursement to Local Government in a timely manner.
- E. All costs submitted by Local Government are subject to monitoring by CSEC and reimbursement is subject to approval by CSEC prior to payment. ETCOG shall, within ten (10) days of receiving reimbursement from CSEC, remit payment to PANOLA COUNTY.

4. Reporting and Documentation Requirements

- A. Local Government shall insure that adequate fiscal records and supporting documentation of all costs to be reimbursed under the terms of this Agreement are maintained, as appropriate, and in accordance with the provisions of this Agreement and applicable state law. Local Government shall maintain such fiscal records and supporting documentation of all costs reimbursed until instructed by ETCOG to destroy and dispose of such records and documents.
- B. Local Government shall insure that CSEC, ETCOG, and/or their duly identified representative has access to and the right to examine all books, accounts, records, reports, files, and other papers or property belonging to or in use by Local Government, its subcontractor and/or any other party performing authorized database maintenance activity to be reimbursed under the terms of this Agreement.
- C. Local Government will submit appropriate reporting documents to ETCOG with each request for reimbursement.

5. Monitoring Requirements/Compliance with Applicable Laws

- A. ETCOG and CSEC reserve the right to perform periodic on-site database monitoring (Attachment A) of Local Government's performing subcontractor, or employee and/or any other authorized agent in compliance with the terms and conditions of this Agreement. Following such a monitoring visit, ETCOG will provide a written report of the findings to the ETCOG Executive Committee and to Local Government. If such reports identify non-compliance with the terms and provisions of this Agreement, said reports shall also identify requirements for the timely correction of such deficiencies by Local Government. Failure by Local Government to take action specified in the monitoring report may be cause for suspension or termination of this Agreement and funding associated with it and can result in reimbursement by Local Government of funds already received.
- B. Unless otherwise directed by ETCOG, Local Government shall arrange for the performance of an annual financial and compliance audit of funds received and costs reimbursed under the terms of this contract, including the Texas Uniform Grant and Contract Management Standards. Local Government shall be liable to ETCOG for any costs disallowed pursuant to financial and compliance audits of funds received under the terms of this contract.
- C. For all audits of fiscal years ending on or after June 30, 1997, the following applies:
 1. Grantees Expending \$300,000 or More in Total Federal or State Grant Funds: Any Local Government or non-profit CSEC grantee expending at least \$300,000 in total Federal or State awards during its fiscal year is required to have an audit performed in accordance with the Single Audit Act Amendments of 1996. The Office of Management and Budget (OMB) Circular A-133 sets forth requirements for audits of Federal fund.
 2. Grantees Expending Less than \$300,000 in total Federal or State Funds: Any Local Government or non-profit CSEC grantee expending less than \$300,000 in total Federal or State awards during its fiscal year is exempt from undergoing a single Audit. However, CSEC may require such grantees to undergo a "limited scope audit" as defined in OMB Circular A-133. Affected grantees will be notified. Grantees in this category are required to submit to CSEC a copy of an audit report conducted in accordance with generally accepted auditing standards along with any management letters(s) and responses(s).
- D. CSEC grantees must ensure that required audits are completed and submitted to ETCOG the earlier of thirty (30) days after the issuance of the auditor's reports(s) or the following:

1. For fiscal years beginning on or after July 1, 1999, the audit shall be completed within the earliest of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period.
- E. In entering into this contract, Local Government, its subcontractor, and/or their authorized agents shall comply with all applicable state and federal laws to include, but not limited to:
1. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 (d) and with the provisions of 45 C.F.R. 800);
 2. Executive Order 11246 (Equal Employment Opportunity), 41 C.F.R. Chapter 60;
 3. The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
 4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990; and
 5. Occupational Safety and Health Act of 1970 and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as applicable.

6. Measure of Liability

- A. It is understood and agreed that, notwithstanding any provisions contained herein to the contrary, ETCOG's financial obligation to Local Government under this subcontract will not exceed the total amount of the grant funds provided by CSEC.
- B. Final acceptance of the costs to be reimbursed and that are submitted by Local Government are subject to monitoring by CSEC and reimbursement is subject to approval by CSEC prior to payment.
- C. ETCOG shall not be liable for expenditures made in violation of rules, regulations, requirements and guidelines promulgated by CSEC or any applicable state or federal law, regulation, rule or guideline.

7. Equipment

- A. Subject to obligations and conditions set forth in this agreement, title to all equipment acquired under this Agreement will vest upon acquisition.
- B. ETCOG will evaluate all proposed equipment purchases which would utilize grant funds, prior to purchase, to determine that such items legitimately serve to fulfill the scope and purpose of the grant. If equipment purchases do not legitimately serve to fulfill the scope and purpose of the grant, then ETCOG will not reimburse Local Government for such equipment purchases.
- C. Title to equipment acquired with funds provided under this Agreement shall, throughout the term of this Agreement, be in the name of Local Government. All parties agree that upon full performance of this Agreement, title shall remain with Local Government, provided however, that if this Agreement is terminated, due to substantial failure by Local Government to fulfill its obligations under this Agreement, then the title and physical possession of all equipment shall, upon written notification from ETCOG, be transferred in good condition and within five (5) working days to ETCOG.
- D. Local Government shall conduct physical property inventories; maintain property records and necessary control procedures, and provide adequate maintenance with respect to all property acquired under this Agreement for which Local Government retains title, as further set forth in 1 through 9 below.
1. Local Government shall develop and use its own property management system, which must conform to all applicable state and local laws, rules, and regulations. If an adequate system for accounting for personal property owned by Local Government or its sub-grantee is not in place or currently in use, the Property Accounting System Manual issued by the State of Texas Department of Information Resources shall be used as a guide for establishing such a system.
 2. A physical inventory of all equipment or property acquired or replaced under this Agreement having an initial per-unit purchase price of five-thousand dollars (\$5,000) or more, shall be conducted no less frequently than once every year, and the results of such inventories shall be reconciled with the appropriate property records maintained by Local Government.
 3. All property acquired or replaced under this Agreement shall be used by Local Government or its sub-grantees, to support the purposes of this Agreement, for as long as the equipment is needed for such purposes, whether or not the original projects or programs continue to be supported by State funds.

4. For property with a current fair market, per-unit, value of five thousand dollars (\$5,000) or less, Local Government may for the purpose of replacing the property acquired under this Agreement, either trade-in or sell the property and use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.
 5. For the property with a current fair market, per-unit, value of over five thousand dollars (\$5,000), Local Government shall, for the purpose of replacing the property acquired under this Agreement within six years of the initiation date of this Agreement, obtain written authorization from CSEC prior to trading in or selling the property and using the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property. Property with a current fair market, per-unit, value of five thousand dollars (\$5,000), or less, if no longer needed for the support of the authorized projects or programs under this Agreement, whether original or replacement, may be used in support of other activities currently or previously supported by CSEC, or alternatively, may be made available for use on other projects or programs, providing such other use will not interfere with the work on those projects or programs for which such equipment was originally acquired.
 6. For property with a current fair market, per-unit, value in excess of five thousand dollars (\$5,000), if no longer needed for the support of the authorized projects or programs under this Agreement, whether original or replacement, and within six years of the initiation date of this Agreement, Local Government shall obtain written authorization from CSEC prior to changing the use of the property, to include selling or transferring ownership of the property. In requesting authorization for a change in use of the property, Local Government shall provide all information requested by CSEC, including information to assure that the new use of the property will adhere to the requirements of subsection B of Section 6. After six years of the initiation date of this Agreement, Local Government is not required to obtain authorization for a change in use of the property acquired under this Agreement, but the provisions of subsection B of Section 6 shall still apply.
 7. If any property acquired or replaced under this Agreement is sold or transferred within six years of the initiation date of this Agreement, CSEC is entitled to a share of the proceeds from such sale or may require the transfer of ownership of the property to a third party, provided the fair market, per unit, value of the property at the time of the sale is in excess of five thousand dollars (\$5,000). CSEC's share of the sale proceeds shall be the same percentage as was the funding provided under this Agreement that enabled the original purchase or acquisition of the property in question. Property that is no longer needed and that has a fair market, per-unit, value of five thousand dollars (\$5,000) or less may be retained, sold transferred, or otherwise disposed of with no further obligation to CSEC, provided the other requirements set forth in this Section are met, including the requirements of subsection B of Section 6.
 8. If, prior to the termination date of this Agreement, Local Government or its sub-grantees determines that any property acquired with funds provided as a result of this Agreement is no longer needed for the original intended project, CSEC may require Local Government to transfer title and possession of such property to a third party named by CSEC.
 9. Local Government shall not grant or allow to a third party a security interest in any original or replacement materials or equipment purchased with funds made available under this Agreement.
- E. Local Government agrees that, in the event any funds provided under this contract are in turn awarded to any sub-grantee for the purpose of acquisition of any equipment, by such other party, Local Government's contract with that sub-grantee shall include the requirements set forth in this section.

8. Assurances

Local Government assures and guarantees ETCOG that Local Government possesses the legal authority to enter into this Agreement pursuant to official motion, resolution or action passed or taken by Local Government's governing body.

9. Amendments to Contract

Any alterations, additions, or deletions to the terms of this subcontract which are required by changes in CSEC's rules, regulations, requirements or federal or state law are automatically incorporated into this Agreement without written amendment and are effective on the date designated by such laws or regulations. It is agreed that this contract may be amended from time to time during the term of the Agreement by ETCOG issuing policy directives that serve, establish, interpret, or clarify performance requirements under this Agreement. The Executive Director of ETCOG, or his designee, shall promulgate such policy directives in the form of a written communication, which has the effect of qualifying the terms of this Agreement. Except as specifically provided by this Agreement, any other alterations, additions, or deletions to the terms of this subcontract shall be by written agreement, executed by both parties.

10. Termination of Contract

LOCAL GOVERNMENT acknowledges that this Agreement may be terminated under the following circumstances:

A. Convenience

ETCOG may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the contractor, whenever for any reason ETCOG determines that such termination is in the best interest of ETCOG. Upon receipt of notice of termination, all services hereunder of the Local Government and its employees and subcontracts shall cease to the extent specified in the notice of termination. In the event of termination in whole, Local Government shall prepare a final notice within 30 days of such termination reflecting the services actually performed pursuant to the Agreement which have not appeared on any prior notice. ETCOG agrees to pay Local Government, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of ETCOG, prior to the effective termination date, for which compensation was not previously paid.

Local Government may cancel or terminate this Agreement upon 90 days written notice by certified mail to ETCOG. Local Government may not give notice of cancellation after it has received notice of default from ETCOG. In the event of such termination prior to completion of the contract provided for herein, ETCOG agrees to pay for services herein specified on a prorated basis for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

B. Default

ETCOG may, by written notice of default to Local Government, terminate the whole or any part of the Agreement in any one of the following circumstances:

If Local Government fails to perform the services herein specified within the time specified herein or any extension thereof; to include but not limited to:

1. Maintain valid MSAG;
2. Move fictitious addresses to valid addresses;
3. Correct all new or existing errors;
4. Provide valid addressing to customers; and
5. Maintain valid GIS mapping.

C. If Local Government fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or so violates the Agreement in a manner which significantly endangers substantial performance of the Agreement or completion of the services herein specified within a reasonable time, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer periods of time as may be authorized by ETCOG in writing) after receiving written notice of default from ETCOG by certified mail. In the event of such termination, all services of Local Government and its employees and/or its agents shall cease and Local Government shall prepare a final invoice reflecting the services actually performed pursuant to the Agreement and to the satisfaction of the Executive Director of ETCOG or his designee which has not appeared on a prior invoice. ETCOG agrees to pay Local Government, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of ETCOG as reflected on said invoices, less payment of any compensation previously paid and less any costs or damages incurred by ETCOG as a result of such default, including any amount agreed to in writing by ETCOG and Local Government as necessary to complete the services herein specified, in addition to that which would have been required had Local Government completed the services herein specified as required herein.

11. Non-Disclosure Clause

Any customer information obtained from the Postal Service or Telephone Company is restricted by non-disclosure agreements and should be held in the strictest confidence.

12. Utilization of Historically Underutilized Business Enterprises

Local Government agrees that qualified Historically Underutilized Business Enterprises (HUBS) shall have the maximum practicable opportunity to participate in the performance of this Agreement.

13. Contracting Parties

All notices permitted under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, postage paid, addressed as follows:

PANOLA COUNTY

LeeAnn Jones, County Judge
110 S Sycamore #216A
Carthage, Texas 75633

East Texas Council of Governments

Mr. David Cleveland, Executive Director
3800 Stone Road
Kilgore, Texas 75662

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

This Agreement contains the entire agreement of the parties and there are no other promises, terms, or conditions, written or oral. This Agreement supersedes any prior written or oral agreements between the parties.

The laws of the State of Texas shall govern this agreement.

PANOLA COUNTY, TEXAS

By: LeeAnn Jones
Hon. LeeAnn Jones
PANOLA COUNTY, Judge

Date: Aug. 24, 2015

EAST TEXAS COUNCIL OF GOVERNMENTS

By: David A. Cleveland
David A. Cleveland
Executive Director

Date: 9-1-15