

**Ark-Tex Council of Governments  
Interlocal Agreement for E9-1-1  
Service and PSAP Equipment  
For  
Hopkins County, Texas**



**P. O. Box 5307  
4808 Elizabeth St.  
Texarkana, Texas 75505  
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**ARK-TEX COUNCIL OF GOVERNMENTS  
INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY  
ANSWERING POINT SERVICES AND PSAP EQUIPMENT**

**Article 1: Parties & Purpose**

1.1 The **Ark-Tex 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. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 5 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **Hopkins County, Texas**, (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.

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

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

**Article 2: Applicable Law**

2.1 Applicable law, as defined in the prior section, includes, but is not limited to, 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 Chapter 783 (Uniform Grant and Contract Management, including Uniform Grant Management Standards [UGMS] Title 34, Part 1, Chapter 20, Subchapter I), Chapter 441, Subchapter J (Preservation and Management of Local Government Records Act), and Chapter 2260 (Resolution of Certain Contract Claims Against the State); and Texas Local Government Code Chapter 391 (Regional Planning Commissions).

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

days prior to the time such policies or procedures are enforceable against the Local Government.

### Article 3: Deliverables

#### 3.1 The Local Government agrees to:

3.1.1 Operate and maintain at least one Public Safety Answering Point at the **Hopkins County Sheriff's Office, 298 Rosemont, Sulphur Springs, Texas 75482.**

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.

#### 3.2 Ownership, Transference & Disposition of Equipment

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

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

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

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

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

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

### 3.3 Inventory

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

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

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

### 3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

### 3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

### 3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Log all trouble reports and make copies available to the RPC as required by the RPC;

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

#### **Article 4: Performance Monitoring**

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

#### **Article 5: Procurement**

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

5.2 The RPC shall purchase or reimburse Local Government for supplies necessary for performance of the deliverables per this Agreement.

#### **Article 6: Financial**

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

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

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

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

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

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

**Article 7: Records**

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

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

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

**Article 8: Assignment**

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

**Article 9: Nondiscrimination and Equal Opportunity**

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

**Article 10: Dispute Resolution**

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

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

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

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

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

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

#### **Article 11: Suspension for Unavailability of Funds**

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

#### **Article 12: Notice to Parties**

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

Ark-Tex Council of Governments  
4808 Elizabeth St.  
Texarkana, Texas 75505

The Local Government's address is:

Hopkins County Sheriff's Office  
298 Rosemont  
Sulphur Springs, Texas 75482

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

#### **Article 13: Effective Date and Term**

13.1 This Agreement is effective as of September 1, 2015 and shall terminate on August 31, 2017.

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

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

#### **Article 14: Force Majeure**

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

#### **Article 15: Confidentiality**

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

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

#### **Article 16: Indemnification**

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



**Article 17. Historically Underutilized Business Requirements**

17.1 The Local Government shall comply with requirements of Chapter 2161 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 / PSAP Inventory
- Attachment B Transfer of Ownership Form
- Attachment C Scope of Work
- Attachment D PSAP Operations Performance Measures and Monitoring
- Attachment E Commission Documents – Legislation, Rules and Program Policy Statements

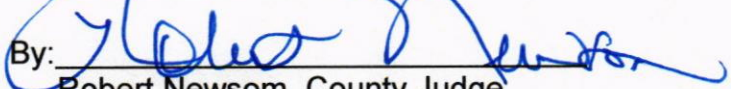
18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

**ARK-TEX COUNCIL OF GOVERNMENTS**

**HOPKINS COUNTY**

By:   
Chris Brown, Executive Director

By:   
Robert Newsom, County Judge

Date: 7/31/2015

Date: July 27th, 2015

## Attachment A Ownership Agreement

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

The RPC hereby establishes all 9-1-1 equipment located at Hopkins County Sheriff's Office in Hopkins County, to be the property of Ark-Tex Council of Governments, hereinafter referred to as "Owner".


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

<b>PSAP INVENTORY ARK-TEX COUNCIL OF GOVERNMENTS</b>				
<b>PSAP:</b>		<b>HOPKINS COUNTY SHERIFF'S OFFICE</b>		
<b>COUNTY:</b>		<b>HOPKINS</b>		
<b>Manufacturer</b>	<b>Description</b>	<b>Serial Number</b>	<b>Install Date</b>	<b>ATCOG #</b>
DELL	22" Monitor - P2214H	CN-0KW14V-74261-4BE-6GEL	4/29/15	5853
DELL	22" Monitor - P2214H	CN-0KW14V-74261-4BE-6GCL	4/29/15	5854
HP	CPU - HP Z220	2UA42405RS	4/29/15	5723
CASSIDIAN	SAM Unit	04937B	4/29/15	5725
CASSIDIAN	IRR Lic Key	IRR3213312G-01-SR01	4/29/15	Labeled
Keypad	Genovation	58090805100007	11/2/11	5308
911 Printer	HP Laserjet P2035m		11/2/11	
Position 2				
DELL	22" Monitor - P2214H	CN-0KW14V-74261-4BE-70EL	4/29/15	5855
DELL	22" Monitor - P2214H	CN-0KW14V-74261-4BE-70AL	4/29/15	5856
HP	CPU - HP Z220	2ua240fsg	4/29/15	5724
CASSIDIAN	SAM Unit	04937B	4/29/15	5725
CASSIDIAN	IRR Lic Key	IRR3213312G-01-SR01	4/29/15	Labeled
Keypad	Genovation	58090805100050	11/2/11	5307
Backroom				
CISCO	Catalyst 2960 Router	F0C1802W28T	4/29/15	5717
CISCO	Catalyst 2960 Router	F0C1811S1F3	4/29/15	5718
AUDIO Code	VoIP Gateway	N/A	4/29/15	5719
AUDIO Code	VoIP Gateway	N/A	4/29/15	5720

**Attachment A  
Ownership Agreement (continued)**

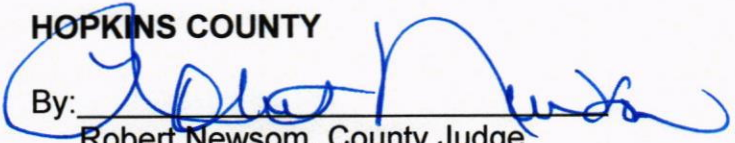
AUDIO Code	Cyber Power Strip CPS 1220 M	N/A	4/29/15	5721
AUDIO Code	Cyber Power Strip CPS 1220 M	N/A	4/29/15	5722
TRIPPLITE	UPS 6.0 KVA SU6000RT4U	2333LLCPS725600056	7/28/14	5662
CISCO	Catalyst 2901 Router	FTX18268118	4/29/15	
TDD/TYY Unit	Ultratec Super Print	17832932144	3/29/13	3897
Recorder	Eventide NexLog VR740 16 channel	740000430	2/27/13	5112
Fax Machine	Hewlett Packard 1040	CN6BFAJMXM	4/24/07	
Hard Drive	Lacie2T Hard Drive (SID files for mapstar)	13971201180306F	9/11/12	--
SPARES				
Keypad	Genovation	58091126060144	4/24/07	4336
Keypad	Genovation	58091226060145	4/24/07	4330
Handsets	4			
Keyboard	PS2	BAUDR0JVBZCQSL	11/2/11	5309

**ARK-TEX COUNCIL OF GOVERNMENTS**

By:   
Chris Brown, Executive Director

Date: 7/31/2015

**HOPKINS COUNTY**

By:   
Robert Newsom, County Judge

Date: July 27th, 2015

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

As stipulated in Article 3 of the Agreement between Ark-Tex Council of Governments (RPC) and (Local Government) dated \_\_\_\_\_, 20\_\_\_\_, the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

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

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

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

Continued.....

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

Action Recommended by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Comments: \_\_\_\_\_

Approved:     Yes     No

Proceeds, if any: \_\_\_\_\_

Approved by: \_\_\_\_\_  
Mary Beth Rudel, Public Safety Manager

Date: \_\_\_\_\_

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

Reviewed by: \_\_\_\_\_  
Chris Brown, Executive Director

Date: \_\_\_\_\_

## Attachment C Scope of Work

Local Government will:

- Designate a PSAP Supervisor and provide related contact information as a single point of contact for ATCOG.
- Coordinate with ATCOG in the planning for, implementation and operation of all 9-1-1 equipment.
- Monitor the 9-1-1 equipment, report any failures or maintenance issues immediately to the appropriate telephone company, and notify ATCOG if appropriate response is not forthcoming from the company.
- Keep a log of all trouble reports and make copies available to ATCOG at quarterly monitoring visits or upon request.
- Notify ATCOG of any and all major service-affecting issues or issues needing escalation within a service provider's organization.
- Make wireless test calls and wireline exchange test calls no less than once per month.
- Log all incoming test calls, whether by PSAP or service provider and make copies available to ATCOG.
- Test all 9-1-1 and ancillary equipment for proper operation and user familiarity at least once per month.
- Test transfer button and PEN transfers on the 9-1-1 equipment quarterly to assure they are operating properly.
- Test alternate routing switch (make busy switch) once a month.
- Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per month.
- Log all TDD/TTY calls, and make copies available to ATCOG and Department of Justice on an as-needed basis.
- Limit access to all 9-1-1 equipment and related data only to authorized personnel.
- Provide a safe and healthy environment for all 9-1-1 call takers/dispatchers which enhances proper use and maintenance of 9-1-1 equipment.
- Fax printouts to ATCOG of wireless or CLEC test calls and /or any applicable paperwork required by CSEC within 24-hours.
- Not change or modify any configuration of 9-1-1 equipment, software, programs or hardware provided by ATCOG.
- Keep PSAP area, 9-1-1 equipment and backroom equipment area and backroom equipment clean and free of dust accumulation
- The PSAP shall notify ATCOG of any service provider changes and/or changes in phone numbers programmed on the 9-1-1 equipment.
- Fax ANI/ALI Problem Call Reports and "Advanced Search" ALI printouts, including wireless information within 24 hours of the initial 9-1-1 call.
- When requested, will complete and return incomplete ANI/ALI Problem Call Reports back to ATCOG within 24 hours.

ATCOG will:

- As administrator for 9-1-1 services for the region, agree to receive monies from monthly access lines and/or equalization surcharge fees and to pay non-recurring and monthly recurring system and equipment costs according to the terms outlined in the regional plan.
- Agree to maintain appropriate accounting and reporting mechanisms for inclusion of 9-1-1 financial activities in an ATCOG annual audit.
- Coordinate public education and information throughout the system.
- Serve as the Contracting entity with the appropriate telephone companies for service and equipment.
- Complete such reports and other documentation as may be required by the CSEC, the PSAPs, the Public Agency, or the service providers.
- Consistent with UGMS and applicable law, any equipment purchased by ATCOG for the specific use of Public Agency, shall be owned by ATCOG.
- Consistent with UGMS and applicable law, ATCOG shall maintain of a current inventory of all 9-1-1 equipment located within the PSAPs, as listed on the Attachments B. ATCOG shall conduct physical inventories annually.
- ATCOG shall continue address maintenance activities for Hopkins County in accordance with the approved Strategic Plan (including any approved amendments) as a condition of the receipt of 9-1-1 funds as prescribed by the Strategic Plan.
- Will purchase supplies necessary for the continuous operation of the 9-1-1 equipment, in compliance with proper procurement procedures.
- Provide updated county maps to PSAPs, county agencies and officials annually.

## Attachment D PSAP Operations Performance Measures and Monitoring

### Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

None

### Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per year.
2. List of service affecting issues once per quarter.
3. Certification of TTY/TDD testing once per quarter.
4. TTY/TDD call logs.
5. Wireless and wireline test call logs
6. Manual ALI Request logs

### Quality Assurance Inspections

RPC personnel will conduct site visits at least once per year to inventory and evaluate the condition of PSAP equipment, efficiency of PSAP operations, and compliance with the Agreement.

In addition, quality assurance inspections will be conducted as follows:

CPU (Computer)	TDD/TTY	Make Busy Switch
ALI Screen	System Printer	Voice Recorder
Keyboard	Alarm	Overflow

Tests will also be conducted at least once monthly, or quarterly as specified, on 9-1-1 software to ensure proper operation and correct information received. Those tests shall include, but not be limited to:

Wireline test call  
Wireless Phase II test call  
TDD/TTY test call to 9-1-1 PSAP equipment and to ten-digit PSAP administrative number not connected to PSAP equipment  
Make Busy Switch  
9-1-1 Transfer Buttons quarterly



## **Attachment E Commission Documents**

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

1. Commission Legislation: <http://www.csec.texas.gov> and <http://www.csec.texas.gov/statutes>
2. Commission Rules: <http://www.csec.texas.gov>
3. Commission Program Policy Statements:  
<http://www.csec.texas.gov/program-policy-statements/9-1-1-program>

**Contract for 9-1-1 Service**

**Article 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 service throughout the state, and Ark-Tex Council of Governments ("RPC") is charged with the responsibility to provide 9-1-1 service in its region. Providing 9-1-1 service requires a partnership among and cooperative efforts by the Commission, the RPC, and the local governments represented on the RPC's governing body.
- 1.2 Health and Safety Code Section 771.078 requires the Commission and the RPC to contract for the provision of 9-1-1 service. Per the statute and Commission Rule 251.12, *Contracts for 9-1-1 Service*, a contract must provide for:
  - (a) the reporting of financial information regarding administrative expenses by regional planning commissions in accordance with generally accepted accounting principles;
  - (b) the reporting of information regarding the current performance, efficiency, and degree of implementation of emergency communications services in each regional planning commission's service area;
  - (c) the collection of efficiency data on the operation of 9-1-1 answering points;
  - (d) standards for the use of answering points and the creation of new answering points;
  - (e) quarterly disbursements of money due under the Contract, except as provided by Subdivision (f);
  - (f) the Commission to withhold disbursement to a regional planning commission that does not follow a standard imposed by the Contract, a Commission rule, or a statute; and
  - (g) a means for the Commission to give an advance on a quarterly distribution under the Contract to a regional planning commission that has a financial emergency.
- 1.3 The Commission and the RPC enter into this Contract for 9-1-1 Service ("Contract") to clarify and better define the rights and duties of each in carrying out their individual and collective responsibilities under the law.

**Article 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, as defined in the prior section, includes but is not limited to 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 Chapter 783 (Uniform Grant and

Contract Management, including Uniform Grant Management Standards [UGMS] Title 34, Part 1, Chapter 20, Subchapter I), Chapter 441, Subchapter J (Preservation and Management of Local Government Records Act), Chapter 2260 (Resolution of Certain Contract Claims Against the State), and Chapter 771 (Interlocal Cooperation Act); and Texas Local Government Code Chapter 391 (Regional Planning Commissions).

- 2.3 The RPC shall repay any allocated and distributed equalization surcharge and 9-1-1 service fees (collectively, "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 herein.
- 2.4 In accordance with Health and Safety Code Section 771.078(c)(6), the Commission may withhold disbursement of funds to the RPC for failing to follow a standard imposed by this Contract or applicable law.
- 2.5 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 applicable law, including specifically the requirements in UGMS, Subpart C – Post Award Requirements, Section .20 – Standards for Financial Management Systems – which requires recipients of state funds 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.

### **Article 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 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 applicable law, accuracy, completeness, and appropriateness, prior to the Commission distributing allocated 9-1-1 funds.

### **Article 4. Standard Interlocal Agreement with Local Governments**

- 4.1 The RPC shall use interlocal agreements between itself and its local governments 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, provide for compliance with applicable law by including provisions that:

- (a) the RPC will provide 9-1-1 funds to the local governments on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the local governments are complete, accurate, and appropriate;
- (b) 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) the local governments shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law;
- (d) reimbursement of 9-1-1 funds under subsection (c) shall be made by the local government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and the Commission;
- (e) address the RPC's ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service ("9-1-1 equipment");
- (f) require the RPC to maintain a current inventory of all 9-1-1 equipment;
- (g) require a control system to be developed by the local government to ensure adequate safeguards to prevent loss, damage, or theft of 9-1-1 equipment;
- (h) require reimbursement to the RPC and/or the Commission for damage to 9-1-1 equipment; other than ordinary wear and tear;
- (i) the local governments will maintain adequate fiscal records and supporting documentation of all 9-1-1 funds reimbursed to such local governments for 9-1-1 service consistent with applicable law and generally accepted accounting principles, and as approved in the RPC's current approved Strategic Plan;
- (j) 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 activities related to the agreements;
- (k) the local government will provide 9-1-1 service as a condition of the receipt of 9-1-1 funds as prescribed by the RPC strategic plan; and
- (l) funding of 9-1-1 service is contingent on appropriations made to the Commission by the Texas Legislature, and if 9-1-1 funds are not made available to the RPC by the Commission or if legally available 9-1-1 funds are exhausted, then the RPC will not be obligated to provide the reimbursements contemplated by this Contract.

## **Article 5. Competitive Procurement and Contract Administration**

- 5.1 The RPC may purchase goods or a service only if the RPC complies with the same provisions for purchasing goods or a service that are equivalent to the provisions

applying to a local government, including Local Government Code Chapter 252, Purchasing and Contracting Authority of Municipalities.

- 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, PSAPs, and others paid from 9-1-1 funds.
- 5.3 The RPC shall implement and/or maintain 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.

### **Article 6. Allocation and Use of 9-1-1 Funds**

- 6.1 In accordance with applicable law, the Commission shall allocate 9-1-1 funds appropriated to the Commission to the RPC solely for use in carrying out its Commission-approved strategic plan. Funds will be distributed to the RPC quarterly, according to current Commission payment methodology as set forth in Commission policy, unless the RPC is in substantial noncompliance with any applicable law or provision of this Contract. The RPC shall utilize the money allocated only for providing 9-1-1 service within the RPC's jurisdiction.
- 6.2 None of the 9-1-1 funds appropriated to the Commission and allocated to the RPC may be used to replace or fund a reserve for future replacement of 9-1-1 equipment.
- 6.3 The RPC shall assist the Commission in creating a comprehensive statewide 10-year equipment replacement schedule for submittal to the Legislative Budget Board no later than November 1st of each calendar year.
- 6.4 As provided by Health & Safety Code Section 771.078(d), not more than ten percent (10%) of the money received by the RPC may be used by the RPC for indirect costs. In this subsection, "indirect costs" means costs that are not directly attributable to a single action of the RPC. (Note: In administering this subsection, the Office of the Comptroller is required to use Federal Office of Management and Budget circulars A-87 and A-122 or any rules relating to the determination of indirect costs adopted under Texas Government Code Chapter 783.)
- 6.5 As provided by Health & Safety Code Section 771.078(f), upon request from the RPC, the Commission shall provide the RPC with documentation and financial records of the amount of money collected in its region or of an amount of money allocated to the RPC in accordance with Health & Safety Code Section 771.078 and this Contract.

### Article 7. 9-1-1 Funds Distribution

- 7.1 Per Health and Safety Code Section 771.078(c), the Commission will make quarterly distributions due under this Contract to the RPC. The initial quarterly distribution, made in accordance with PPS 001: *Regional Program Start Up Funding* by September 30 of each fiscal year.
- 7.2 If the RPC's quarterly distribution is depleted before the end of a fiscal quarter, a financial emergency funding request may be submitted by the RPC to the Commission (see Article 8. RPC Emergency Funding).
- 7.3 Notwithstanding initial Start Up Funding, reimbursement of expenditures reported by the RPC shall be made on a fiscal quarter basis in accordance with PPS 004: *Reimbursement of Program Expenditures*.
- 7.4 Per PPS 014: *Asset Inventory Reporting* and PPS 017: *Certification of Interlocal Agreements*, the Commission will not disburse any funds under this Contract prior to the receipt of (1) annual submission of the certification of assets and report on the disposition of equipment; and (2) annual certification of interlocal agreements, respectively.
- 7.5 Any remaining 9-1-1 funds provided by the Commission to the RPC from the prior fiscal year, ending on August 31st, shall be returned to the Commission no later than October 30th of the current fiscal year.

### Article 8. RPC Emergency 9-1-1 Funding

- 8.1 Notwithstanding the requirements in Article 7, the Commission may distribute, in accordance with Commission PPS 005: *Emergency Funding*, allocated 9-1-1 funds to the RPC upon demonstration that a financial emergency exists that will compromise the provision of 9-1-1 service or impact public safety.
- 8.2 The Commission shall consider a financial emergency as a situation in which the RPC requires additional funding to sustain the operation of 9-1-1 systems and their administration, as well as to meet contractual obligations as provided for in the RPC's approved strategic plan; and that, without the disbursement of the 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.
- 8.3 Emergency 9-1-1 funds may be disbursed based upon the documented expenditures creating the need. The provision of emergency 9-1-1 funds will be used for specific operational and administrative expenses identified in the supporting documentation provided by the RPC.
- 8.4 The Commission will review the request for compliance with the current approved strategic plan and applicable law. Upon approval of the request, the Commission will disburse the necessary 9-1-1 funds, not to exceed the total allocated to the RPC in its Commission-approved strategic plan.

## Article 9. Strategic Planning

- 9.1 In accordance with applicable law, the RPC shall develop a strategic plan for the establishment and operation of 9-1-1 service throughout its region. The 9-1-1 service must meet the standards established by the Commission. A strategic plan must describe how 9-1-1 service is to be administered. The RPC's Commission-approved strategic plan, as amended, is incorporated in its entirety herein by reference only.
- 9.2 The RPC must update its strategic plan at least once during each state fiscal biennium, and must include the following:
- a description of how money allocated to the region is to be allocated throughout the region served by the RPC;
  - projected financial operating information for the two state fiscal years following the submission of the plan;
  - strategic planning information for the five state fiscal years following submission of the plan; and
  - a Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the Government Code.
- 9.3 The RPC shall submit a strategic plan, or amendment to its plan, to the Commission for review and approval or disapproval, as required by Health & Safety Code Section 771.056, Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, PPS 033: *Regional Planning Commission Strategic Planning*, and PPS 008: *Plan Amendments*. The Commission, consistent with applicable law, shall consider the appropriateness of the strategic plan or amendment thereto in satisfying the standards set by the Commission, the cost and effectiveness of the strategic plan or amendment, as well as the appropriateness of the strategic plan or amendment in context with overall statewide 9-1-1 service.
- 9.4 The Commission shall notify the RPC of the approval or disapproval of the strategic plan submission, or amendment to the plan, in accordance with applicable law.
- 9.5 If the strategic plan or amendment thereto is approved, the Commission shall allocate 9-1-1 funds to the RPC in accordance with the terms of this Contract and applicable law.
- 9.6 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations executed by the parties is incorporated herein as Attachment A Method of Finance, *Recipient 9-1-1 Costs Summary* (the "MOF"), as revised and re-executed as a result of approved amendments to RPC's strategic plan.

## Article 10. Reporting Requirements

- 10.1 Per Health and Safety Code Section 771.078(c), the RPC shall submit financial and performance reports regarding 9-1-1 service and administration to the Commission. The RPC shall report information in accordance with applicable law,

Commission rules, and PPS'. The RPC shall submit the following information to the Commission, at least once per quarter of each fiscal year:

- (a) financial information regarding administrative and program expenses per PPS 004: *Reimbursement of Program Expenditures* and PPS 006: *Financial Expenditure Reporting*; and,
  - (b) information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC per PPS 013: *Quarterly Performance Reporting*.
- 10.2 The RPC shall be responsible for collecting and reporting efficiency data on the operation of each of the PSAPs within its region. The RPC shall submit such information to the Commission at least once per quarter of each fiscal year, according to applicable law per PPS 013: *Quarterly Performance Reporting*.

### **Article 11. Use and Creation of Public Safety Answering Points**

- 11.1 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 PSAPs and the creation of PSAPs per PPS 026: *Adding a Public Safety Answering Point*.

### **Article 12. Dispute Resolution**

- 12.1 The dispute resolution process provided for in Government Code Chapter 2260, Subsection F, shall be used by the Commission and the RPC to attempt to resolve 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, or this Contract.
- 12.2 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 Article 12, until they have exhausted the procedures set out in this Article 12.
- 12.3 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 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.
- 12.4 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) per Government Code Chapter 2009.
- 12.5 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 12.1. 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.

- 12.6 The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 12.7 If the parties are unable to settle their dispute by mediation, either party may request a contested case hearing under Texas Government Code Section 2260.102.
- 12.8 Nothing in this Article 12 shall be considered as a waiver of sovereign immunity.

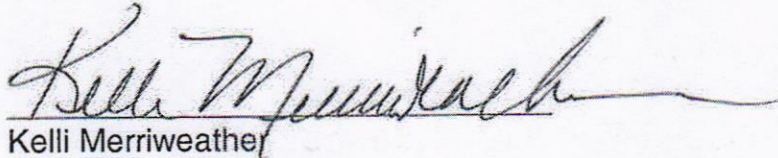
**Article 13. Miscellaneous Provisions**

- 13.1 The RPC shall work with the Commission and local governments to develop, maintain and regularly monitor the operation and the provision of 9-1-1 service and to develop and implement risk assessment processes in accordance with PPS 013: *Quarterly Performance Reporting*; and PPS 031: *Local Monitoring*.
- 13.2 When 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, by the RPC or the local governments in their areas, the RPC shall notify the Commission promptly so that all parties may address the need in a timely manner.
- 13.3 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 UGMS and the Texas Single Audit Circular, as established by the Office of the Comptroller (Title 34, Part 1, Chapter 20, Subchapter I, Rule 20.432) pursuant to Government Code Chapter 783. 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.
- 13.4 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 applicable law. Such an audit or review is considered separate and apart from audits required by UGMS.
- 13.5 The RPC shall provide, at a minimum, the Commission with all reports and/or information as required by applicable law.
- 13.6 In the event of any conflict between any provision in this Contract and an adopted Commission rule or policy, present or future, the Commission rule or policy shall take precedence.
- 13.7 This Contract sets forth all of the representations, promises, agreements, conditions, and understandings between the RPC and the Commission 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.

13.8 Any alterations, additions, or deletions to the terms of this Contract, except as provided via an approved amendment to the RPC's strategic plan, shall be made by amendment hereto in writing and executed by both parties to this Contract.

13.9 This Contract takes effect on September 1, 2015, and shall terminate on August 31, 2017.

**AGREED TO:**



Kelli Merriweather  
Executive Director  
Texas Commission on State Emergency Communications  
333 Guadalupe, Suite 2-212  
Austin, Texas 78701-3942

8/11/15  
Date



Chris Brown  
Executive Director  
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8-14-2015  
Date