

**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, 2021 and shall terminate on August 31, 2023.

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

By: 
Chris Brown, Executive Director

Date: Aug 6, 2021

HOPKINS COUNTY

By: 
Robert Newsom, County Judge

Date: Aug 6, 2021

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.

ARK-TEX COUNCIL OF GOVERNMENTS PSAP INVENTORY				
Revised 07/15/21 ML				
PSAP NAME: <u>HOPKINS COUNTY S.O.</u>				
COUNTY: <u>HOPKINS</u>				
Description	Manufacturer	Serial #	Date Installed	NEW Inventory
Position 1				
HP	HP PRO 600 CPU	8CG8298GRG	12/13/18	8178
HP	HP Z22 MONITOR	6CM81921KJ	12/13/18	8172
HP	HP Z22 MONITOR	6CM82010K9	12/13/18	8173
CASSIDIAN	SAM Unit	SN17652B	12/13/18	8176
CASSIDIAN	IRR Lic Key	IRR3213312G-01-SR01	4/29/15	
911 Printer	HP Laserjet P3015n	VND3F70702	11/2/11	7325
Position 2				
HP	HP PRO 600 CPU	8CG8298GRR	12/13/18	8179
HP	HP Z22 MONITOR	6CM81921FM	12/13/18	8174
HP	HP Z22 MONITOR	6CM8200ZF9	12/13/18	8175
CASSIDIAN	SAM Unit	SN17653B	12/13/18	8177
CASSIDIAN	IRR Lic Key	IRR3213312G-01-SR01	4/29/15	
TDD/TYY Unit	Ultratec Super Print	3096E2800198		7333
Backroom				
CISCO	Catalyst 2960 Router	F0C1802W28T	4/29/15	7314
CISCO	Catalyst 2960 Router	F0C1811S1F3	4/29/15	7315
AUDIO Code	VoIP Gateway	N/A	4/29/15	7312
AUDIO Code	VoIP Gateway	N/A	4/29/15	7313
AUDIO Code	Cyber Power Strip CPS 1220	N/A	4/29/15	7311
AUDIO Code	Cyber Power Strip CPS 1220	N/A	4/29/15	7310
CISCO	Catalyst 2901 Router	FTX18268118	4/29/15	7309
CISCO	Catalyst 2901 Router	FJC2047AOPB		7809
Recorder	Eventide NexLog VR740 16 channel	740000430	2/27/13	7318
Fax Machine	Hewlett Packard 1040	CN6BFAJMXM	4/24/07	
Hughes Net	HN 9500 Satellite Modem	J4 110100037899624R		7337
EATON	UPS		7/15/21	8662
HP	LAPTOP	CND1034HHS	7/15/21	8552


**Attachment A
Ownership Agreement (continued)**

ARK-TEX COUNCIL OF GOVERNMENTS

By: 
Chris Brown, Executive Director

Date: Aug 6, 2021

HOPKINS COUNTY

By: 
Robert Newsom Aug 6, 2021 11:13 CD1
Robert Newsom, County Judge

Date: Aug 6, 2021

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: _____
 Rea Allen, 9-1-1/ GIS Program Director

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 immediately.
- Keep a log of all trouble reports and make copies available to ATCOG 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 call daily.
- Make text-to-9-1-1 test calls one per day.
- Test all 9-1-1 and ancillary equipment for proper operation and user familiarity at least once per month.
- Test transfers on the 9-1-1 equipment monthly to assure they are operating properly.
- Test alternate routing plan once a month.
- Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per day.
- Test system for RTT (Real Time Text) capability at least once per day.
- 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.
- Submit reports to ATCOG of wireless or CLEC (Competitive Local Exchange Carrier) 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.
- Submit ANI/ALI Problem Call Reports and "Advanced Search" ALI Reports, including wireless information within 24 hours of the initial 9-1-1 call.
- When requested, will complete and submit incomplete ANI/ALI Problem Call Reports back to ATCOG within 24 hours.
- Send at least one PSAP participant to trainings and meetings facilitated by ATCOG.
- Coordinate with ATCOG in the validation and correction of 9-1-1 addressing and City limits for emergency routing and response within 10 days of notice or implementation.

- Upon receipt of annual maps for data validation, must update with corrections and additions within 30 days.

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 region.
- 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.
- Maintain ownership of any equipment purchased by ATCOG for the specific use of Public Agency, in compliance with UGMS and applicable law.
- Maintain a current inventory of all 9-1-1 equipment located within the PSAPs, as listed on Attachment B and shall conduct physical inventories annually, in compliance with UGMS and applicable law.
- Will purchase supplies necessary for the continuous operation of the 9-1-1 equipment, in compliance with proper procurement procedures.
- Provide draft and 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.

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	Contingency Routing
ALI Screen	Alarm	Voice Recorder
Keyboard	Notification	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 and Text-to-9-1-1 test calls

TDD/TTY test call to 9-1-1 PSAP equipment and to non CPE integrated ten-digit PSAP administrative number

Contingency Routing

9-1-1 Transfer Buttons

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>










Hopkins County 9-1-1 Interlocal Agreement

Final Audit Report

2021-08-06

Created:	2021-08-06
By:	Rea Allen (rallen@atcog.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAADGbC9krGzd-UaljrK6uzFIXoZARRbHCe

"Hopkins County 9-1-1 Interlocal Agreement" History

-  Document created by Rea Allen (rallen@atcog.org)
2021-08-06 - 5:47:40 PM GMT - IP address: 40.134.137.50
-  Document e-signed by Rea Allen (rallen@atcog.org)
Signature Date: 2021-08-06 - 5:50:24 PM GMT - Time Source: server- IP address: 40.134.137.50
-  Document emailed to Robert Newsom (rnewsom@hopkinscountytexas.org) for signature
2021-08-06 - 5:50:26 PM GMT
-  Email viewed by Robert Newsom (rnewsom@hopkinscountytexas.org)
2021-08-06 - 6:08:57 PM GMT - IP address: 199.58.77.50
-  Document e-signed by Robert Newsom (rnewsom@hopkinscountytexas.org)
Signature Date: 2021-08-06 - 6:13:40 PM GMT - Time Source: server- IP address: 199.58.77.50
-  Document emailed to Chris Brown (cbrown@atcog.org) for signature
2021-08-06 - 6:13:42 PM GMT
-  Email viewed by Chris Brown (cbrown@atcog.org)
2021-08-06 - 6:44:35 PM GMT - IP address: 40.134.137.50
-  Document e-signed by Chris Brown (cbrown@atcog.org)
Signature Date: 2021-08-06 - 6:45:03 PM GMT - Time Source: server- IP address: 40.134.137.50
-  Agreement completed.
2021-08-06 - 6:45:03 PM GMT