



DEEP EAST TEXAS COUNCIL OF GOVERNMENTS & ECONOMIC DEVELOPMENT DISTRICT  
210 Premier Drive • Jasper, Texas 75951 • 409/384-5704 • Fax 409/384-5390 • TDD 409/384-5975

#8, #9



Deep East Texas  
Regional 9-1-1 Network

LONNIE HUNT  
Executive Director

VAN BUSH  
Director

TO: Honorable Don Lymbery, Angelina County Judge  
Honorable Jim L. Lovell, Houston County Judge  
Honorable Mark Allen, Jasper County Judge  
Honorable Kenneth Weeks, Newton County Judge  
Honorable Sidney Murphy, Polk County Judge  
Honorable Daryl Melton, Sabine County Judge  
Honorable Jeff Boyd, San Augustine County Judge  
Honorable Fritz Faulkner, San Jacinto County Judge  
Honorable Allison Harbison, Shelby County Judge  
Honorable Doug Page, Trinity County Judge  
Honorable Jacques L. Blanchette, Tyler County Judge

FROM: *VB* Van Bush, Director of Regional 9-1-1

SUBJECT: FY 20-21 Interlocal Agreements for 9-1-1 Public Safety Answering Point Services & Interlocal Agreement for 9-1-1 ALI Services

DATE: June 20, 2019

Attached please find two (2) original copies of the each Interlocal Agreement. Both copies of each agreement require a signature on two (2) pages. You will be signing eight (8) times.

Please make every effort to all copies in both locations and return to me no later than August 5, 2019. All copies of both agreements will be signed by the DETCOG Executive Director and One (1) fully executed copy of each agreement will be returned to you for your records.

There are no changes from the FY 18-19 Interlocal Agreement for 9-1-1 ALI Information Services or 9-1-1 ALI Services which expires on August 31, 2019.

If you have any questions or concerns, please feel free to contact me at 409-381-5263 or [vbush@detcog.org](mailto:vbush@detcog.org).

Cc: Mr. Lonnie Hunt, DETCOG Executive Director

**FY '20-'21**  
**INTERLOCAL AGREEMENT FOR E9-1-1 AUTOMATIC LOCATION  
INFORMATION MAINTENANCE SERVICES**

**Article 1: Parties & Purpose**

1.1 The Deep East Texas Council of Governments (DETCOG) (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 14 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 Sabine County (Local Government) is a local government that has agreed to participate in implementing enhanced 9-1-1 services in the Region in accordance with the RPC's 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.

1.5 Automatic location information (ALI) maintenance is a critical component of 9-1-1 service and ensures the timely delivery of accurate 9-1-1 information and location data to the correct public safety answering point. This Agreement between the RPC and Local Government sets forth the requirements for ALI maintenance.

**Article 2: Applicable Law**

2.1 Applicable laws include, 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).

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 perform the activities related to maintaining location information used in the RPC's 9-1-1 Database as specified in the Scope of Work attached hereto.

#### **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 DETCOG 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 the 9-1-1 Database only to authorized personnel.

### 3.5 Training

3.5.1 The RPC shall provide training upon request of Local Government, and as approved in the Strategic Plan.

### 3.6 Operations

The Local Government shall:

3.6.1 Designate an ALI maintenance contact and provide related contact information to the RPC;

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

3.6.3 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 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 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 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:

210 Premier Dr, Jasper, TX 75951

The Local Government's address is:

201 Main St, Hemphill, TX 75948

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, 2019 and shall terminate on August 31, 2021.

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 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 | Scope of Work   |
| Attachment D | 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.

**DETCOG**

**Sabine County**

By: \_\_\_\_\_

By: Daryl Melton

Printed Name: Lonnie Hunt

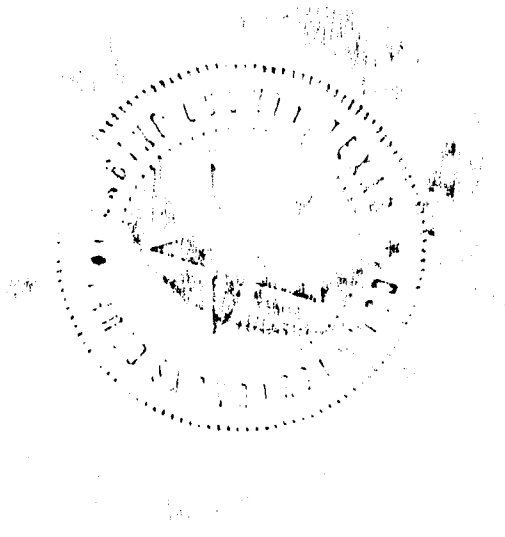
Printed Name: Daryl Melton

Title: Executive Director

Title: County Judge

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

Date: 6-24-19



**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 county office, in Sabine County, to be the property of DETCOG, hereinafter referred to as "Owner".

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

***[Attach equipment inventory list.]***

**DETCOG**

**Sabine County**

By: \_\_\_\_\_

By: Daryl Melton

Printed Name: Lonnie Hunt

Printed Name: Daryl Melton

Title: Executive Director

Title: County Judge

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

Date: 6-24-19



|        |               |     |                       |            |        |                  |          |           |
|--------|---------------|-----|-----------------------|------------|--------|------------------|----------|-----------|
| SABINE | SABINE COUNTY | ALI | DELL 24 IN MONITOR    |            | N/A    | October 11, 2017 | 190      | EQUIPMENT |
| SABINE | SABINE COUNTY | ALI | DELL 24 IN MONITOR    |            | N/A    | October 11, 2017 | 190      | EQUIPMENT |
| SABINE | SABINE COUNTY | ALI | DELL GIS WORKSTATIONS | DGGQK2     | 2017   | August 31, 2017  | 8,546.66 | EQUIPMENT |
| SABINE | SABINE COUNTY | ALI | GIS/SQL SERVER        | 53173988   | 1870   | August 31, 2015  | 7,521.96 | EQUIPMENT |
| SABINE | SABINE COUNTY | ALI | HP PLOTTER            | MY9181C04M | 001499 | August 31, 2009  | 5070     | EQUIPMENT |

## Attachment B Transfer of Ownership Form

As stipulated in Article 3 of the Agreement between \_\_\_\_\_ (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: \_\_\_\_\_

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 Scope of Work

***[Include specific ALI maintenance activities to be performed to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]***

***DETCOG will reimburse the county up to (\$30,000)\* per year under this agreement. Not to exceed \$7,500 in reimbursement during quarters 1-3. The amount can be exceeded in quarter 4 to reach the maximum indicated above.***

***\*This is a performance based agreement and DETCOG reserves the right to terminate the Scope of Work upon 30 days written notice of non-performance.***

*The county agrees to perform the following functions by employing county staff with competencies in GIS work. (Note: this is NOT an entry level clerk position). The following tasks shall be the responsibility of county staff: 1) maintain the county's electronic GIS map per DETCOG/CSEC requirements, 2) maintain the ALI database including MSAG, ESNs, and TN records through the state 9-1-1 ALI providers web application, 3) coordinate with USPS, telcos, incorporated cities, adjoining counties, elected officials, general public and DETCOG staff to resolve errors and issues in the ALI database and GIS electronic map in an appropriate, and 4) other issues that may be assigned related to E911 ALI maintenance.*

***Under this agreement DETCOG is assigning primary ALI maintenance responsibilities to the county.***

*The county is not being reimbursed for address assignment which is a county responsibility under the County Road and Bridge Act. The county staff may perform those functions for the county or other functions for the county provided the performance requirements of this Scope of Work are met.*

*DETCOG will provide the necessary hardware and software (including maintenance agreements) and access to the state ALI database provider's web application. DETCOG will provide technical assistance and required training to the county's designated E911 ALI Maintenance Coordinator.*

*DETCOG will monitor the deliverables (functions above) on a regular basis and will provide a copy of the monitoring report to the E911 ALI Maintenance Coordinator. Any findings not resolved satisfactorily by the E911 ALI Maintenance Coordinator will be reported to the County Judge for corrective action. If corrective action is not satisfactory, the issue will be reported to the DETCOG Executive Director for appropriate action.*

**Attachment D**  
**ALI Maintenance Performance Measures and Monitoring**

RPC personnel will conduct site visits at least twice per year to evaluate compliance with this Agreement.

Reports

The RPC may request that the Local Government provide it with specialized reports which may include, but are not limited to:

***[List reports necessary to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]***

As requested.

## 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.911.state.tx.us/browse.php/rules\\_legislation](http://www.911.state.tx.us/browse.php/rules_legislation)
2. Commission Rules: [http://www.911.state.tx.us/browse.php/rules\\_legislation](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](http://www.911.state.tx.us/browse.php/program_policy_statements)



**FY '20-'21**  
**INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY**  
**ANSWERING POINT SERVICES**

**Article 1: Parties & Purpose**

1.1 The **Deep East Texas Council of Governments (DETCOG)** (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 2165, 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 14 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **Sabine County** (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 laws include, 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).

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 the Sabine County Sheriff's Office PSAP(s) located at 310 Main St, Hemphill, TX 75948;

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 DETCOG 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 2190;

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;

3.7.0 Follow all security policies and protocols put in place by DETCOG to protect the network;

3.7.1 Not integrate any non-DETCOG 9-1-1 owned equipment (including co-locating local government non-DETCOG 9-1-1 owned equipment in DETCOG 9-1-1 owned racks) or connecting any non-DETCOG 9-1-1 owned equipment to the isolated 9-1-1 electrical system;

3.7.2 Log all manual ALI lookups including date, time, staff, and reason for manual ALI lookup.

3.7.3 PSAP agrees to take 9-1-1 calls from outside the PSAP's jurisdiction and transfer to appropriate PSAP/responders as necessitated by any contingency routing required as a result of equipment failure, network failure, or natural/manmade disasters.

3.7.4 PSAP agrees to cooperate with testing requirements of telco service providers and DETCOG.

#### **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 supplies necessary for performance of the deliverables per this Agreement.

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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.

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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:

210 Premier Dr, Jasper, TX 75951

The Local Government's address is:

310 Main St, Hemphill, TX 75948

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, 2019 and shall terminate on August 31, 2021.

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 2261 of the Government Code regarding Historically Underutilized Businesses.

#### **Article 20: Miscellaneous**

20.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

20.2 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.

20.3 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.

20.4 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.

20.5 The following Attachments are part of this Agreement:



Attachment A      Ownership Agreement  
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

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

20.7 This Agreement is executed in duplicate originals.

**DETCOG**

By: \_\_\_\_\_

Printed Name: Lonnie Hunt

Title: Executive Director

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

**Sabine County**

By: *Daryl Melton*

Printed Name: Daryl Melton

Title: County Judge

Date: 6-24-19



**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 Sabine County SO (PSAP Name), in City of Hemphill, to be the property of DETCOG, hereinafter referred to as "Owner".

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

***[Attached equipment inventory list.]***

**DETCOG**

By: \_\_\_\_\_

Printed Name: Lonnie Hunt

Title: Executive Director

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

**Sabine County**

By: *Daryl Melton*

Printed Name: Daryl Melton

Title: County Judge

Date: 6-24-19





**Attachment B**

**Transfer of Ownership Form**

As stipulated in Article 3 of the Agreement between Deep East Texas 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: \_\_\_\_\_

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 Scope of Work**

**The local government (PSAP) agrees to meet the minimum federal and state legal requirements and DETCOG and CSEC rules related to operating a PSAP.**

**DETCOG agrees to provide all 9-1-1 CPE, procurement, maintenance, and insurance for CPE equipment. DETCOG will provide all network connectivity required. DETCOG will perform network testing on a regular basis. DETCOG will provide PSAPs with recommended Standard Operating Procedures. DETCOG will provide technical assistance and training opportunities (when funding is available).**

## 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: **As requested**

### 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 as requested;
2. List of service affecting issues once per as requested;
3. Certification of TTY/TDD testing once per as requested;
4. TTY/TDD call logs as requested; and
5. Manual ALI Look-up Log as requested.

### Quality Assurance Inspections

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

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

as needed at determination of DETCOG

## 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.911.state.tx.us/browse.php/rules\\_legislation](http://www.911.state.tx.us/browse.php/rules_legislation)
2. Commission Rules: [http://www.911.state.tx.us/browse.php/rules\\_legislation](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](http://www.911.state.tx.us/browse.php/program_policy_statements)