

NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Monday, the 9th day of September, 2013 at 10:00 a.m., in the County Courtroom of the Navarro County Courthouse in Corsicana, Texas. Presiding Judge HM Davenport, Commissioners Present Jason Grant, Dick Martin, David Warren, and James Olsen.

1. 10:00 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren
All voted aye motion carried
2. Opening prayer by Comm. Olsen
3. Pledge of Allegiance
4. Public Comments-Sheriff Tanner-statement PG 911

Consent Agenda

Motion to approve consent agenda items 5–10 by Comm. Martin sec by Comm. Grant
All voted aye motion carried

5. Motion to approve minutes from the previous meetings of, August 26th 2013
6. Motion to approve and pay bills as submitted by the County Auditor, including payroll (paid 8/31/2013)
7. Motion to approve budget transfer in the amount of \$8,000 from utilities (101-512-435) to Jail Maintenance (101-512-445)
8. Motion to approve budget transfer in the amount of \$14,200 from inmate clothing (101-512-352) to Inmate Supplies (101-512-350)
9. Motion to approve budget transfer in the amount of \$6,600 from part time help (211-611-114) and \$2,000 from contractor bridge repairs (211-611-447) to road material (211-611-376)
10. Motion to approve budget transfer in the amount of \$9,000 from Repairs & Maintenance (211-611-445) to Gas and Oil (211-611-370), Pct.1

Regular Agenda

11. No action on Burn Ban-remains in place

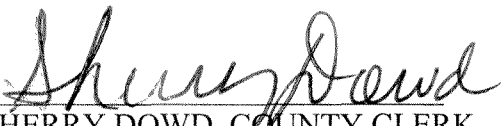
12. Motion to approve Tax Collection Report, Russell Hudson by Comm. Grant Sec by Comm. Martin (Report given by Gail Smith)
All voted aye motion carried **TO WIT PG 912-917**
13. No action taken on transferring up to \$1,000,000 from Tex Pool Prime fund to our depository bank, Prosperity Bank in order to earn more interest on County money
14. Motion to approve Interlocal Agreement for Contractual Obligation and voting Equipment and supplies received by Comm. Olsen sec by Comm. Warren
All voted aye motion carried **TO WIT PG 918-919**
15. Motion to approve Fee Schedule, Estray's Request, and Records Request, for Sheriff's Department by Comm. Olsen sec by Comm. Grant
All voted aye motion carried **TO WIT PG 920-923**
16. Motion to approve Navarro County Sheriff's Office Non-Consent towing Services Rotation by Comm. Martin sec. by Comm. Warren **TO WIT PG 924-934**
All voted aye motion carried
17. Motion to approve Surplus and Salvage equipment for Sheriff's Office by Comm. Grant sec by Comm. Martin **TO WIT PG 935-936**
All voted aye motion carried
18. Motion to approve to Salvage and Surplus equipment for J.P.4 by Comm. Martin sec by Comm. Olsen **TO WIT PG 937**
All voted aye motion carried
19. Motion to approve to change Commissioners Court meeting from Monday October 14, 2013 to Tuesday October 15, 2013, due to Columbus Day Holiday by Comm. Olsen sec by Comm. Warren
All voted aye motion carried
20. No action taken to join Texas Indigent Defense Program
21. Motion to approve Equipment Lease Purchase Agreement between Navarro County, Pct. 4 and Prosperity Bank for Tractors and mowers at 2.99 % for 60 months and authorize County Judge to sign contract by Comm. Olsen sec by Comm. Grant **TO WIT PG: No agreement filed at time of court**
All voted aye motion carried

22. No Action taken on approval of Equipment Lease Purchase Agreement between Navarro County, Pct. 4 and Prosperity Bank for tractors and mowers at 2.99% for 60 months
23. Motion to approve VFD Contract with recommended changes as discussed by Comm. Grant sec by Comm. Olsen **TO WIT PG: no contract at time of court**
All voted aye motion carried
24. Motion to approve Interlocal Agreement between Ellis County and Navarro County by Comm. Martin sec by Comm. Warren
All voted aye motion carried **TO WIT PG 938-939**
25. Motion to approve Moving of Modular Office Equipment at a cost of \$3,600 by Judge Davenport sec by Comm. Martin
All voted aye motion carried
26. Motion to approve storage of Modular Office Equipment \$250.00 per month with Ideal Self Storage by Judge Davenport sec by Comm. Olsen
All voted aye motion carried
27. Motion to approve two years NCTCOG Interlocal Agreement (Sept 1, 2013-Aug. 31, 2015) regarding 9-1-1 provisions as prescribed by the Commission on State Emergency Communications CSE (State 9-1-1 Commission) contingent approval from District Attorney's office by Comm. Martin sec by Comm. Grant
All voted aye motion carried **TO WIT PG 940-998**
28. Motion to approve Resolution authorizing County Grant in the amount of \$3,000 to Kaufman County Senior Services, Inc. DBA Navarro County Meals on Wheels by Comm. Grant sec by Comm. Olsen **TO WIT PG 999**
All voted aye motion carried
29. Motion to approve changing the date for adopting the proposed 2013 combined tax rate of \$0.6270 per \$100 of taxable valuation to September 23, 2013 by Judge Davenport sec by Comm. Olsen
All voted aye motion carried
30. Motion to go into Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel by Comm. Grant sec by Comm. Martin
All voted aye motion carried
Motion to come out of Executive Session by Comm. Olsen Sec by Comm. Warren
All voted aye motion carried

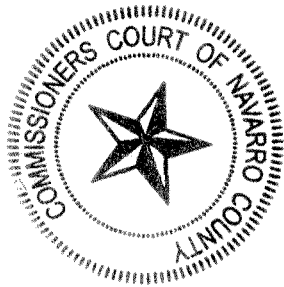
31. No action taken on Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel
32. Motion to adjourn by Comm. Martin sec by Comm. Warren
All voted aye motion carried

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR SEPTEMBER 9th, 2013.

SIGNED _____ 9th _____ DAY OF SEPTEMBER 2013.



SHERRY DOWD, COUNTY CLERK



911

NAVARRO COUNTY COMMISSIONERS COURT

PUBLIC COMMENTS PARTICIPATION FORM

PRINT NAME AND SUBJECT

Date 9/9/13

NAME	SUBJECT
1. <u>Elmer Tovar</u>	<u>Statement</u>
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____

9/2

#12

I, RUSSELL P HUDSON, NAVARRO COUNTY TAX ASSESSOR/COLLECTOR, DO HEREBY SWEAR UNDER OATH,
THAT THE ATTACHED REPORT IS A TRUE AND CORRECT REPORT.

TOTAL PAGES INCLUDING COVER SHEET _____ 6 _____

NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING AUGUST 2013

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
NAVARRO COUNTY									LEVY
CURRENT	67,129.25		11,930.57	79,059.82		5.25	79,054.57	15,031.33	17,003,685.46
DELINQUENT	26,923.95		10,873.40	37,797.35		0.28	37,797.07	6,829.62	%
TOTAL	94,053.20	-	22,803.97	116,857.17	-	5.53	116,851.64	21,860.95	0.39%
NAVARRO COLLEGE									LEVY
CURRENT	13,158.96		2,322.89	15,481.85		1.00	15,480.85	2,918.50	3,308,729.79
DELINQUENT	5,305.37		2,213.90	7,519.27		0.06	7,519.21	1,354.44	%
TOTAL	18,464.33	-	4,536.79	23,001.12	-	1.06	23,000.06	4,272.94	0.40%
CITY OF RICE									LEVY
CURRENT	618.75	-	118.71	737.46	32.78		704.68	149.56	141,532.60
DELINQUENT	191.36		80.76	272.12	21.17		250.95	54.42	%
TOTAL	810.11	-	199.47	1,009.58	53.95	0	955.63	203.98	0.44%
CITY OF KERENS									LEVY
CURRENT	3,429.42		651.22	4,080.64			4,080.64	816.14	260,001.90
DELINQUENT	1,310.93	-	606.14	1,917.07			1,917.07	383.42	%
TOTAL	4,740.35	-	1,257.36	5,997.71	-	0	5,997.71	1,199.56	1.32%
CITY OF CORSICANA									LEVY
CURRENT	20,577.94	-	3,607.81	24,185.75		5.26	24,180.49	4,450.85	7,868,390.26
DELINQUENT	11,019.44	-	5,007.79	16,027.23		0.29	16,026.94	3,106.76	%
TOTAL	31,597.38	-	8,615.60	40,212.98	-	5.55	40,207.43	7,557.61	0.26%

NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING AUGUST 2013

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY OF BARRY									LEVY
CURRENT	92.38		17.55	109.93			109.93	21.99	18,486.02
DELINQUENT				-			-		%
TOTAL	92.38	-	17.55	109.93	-	0	109.93	21.99	0.50%
CITY OF EMHOUSE									LEVY
CURRENT		-		-			-		8,389.34
DELINQUENT	3.74		1.12	4.86			4.86	0.97	%
TOTAL	3.74	-	1.12	4.86	-	0	4.86	0.97	0.00%
CITY OF RICHLAND									LEVY
CURRENT	124.79	-	23.68	148.47			148.47	29.70	17,564.22
DELINQUENT	18.89		5.74	24.63			24.63	4.92	%
TOTAL	143.68	-	29.42	173.10	-	0	173.10	34.62	0.71%
CITY OF GOODLOW									LEVY
CURRENT	11.02	-	2.09	13.11	0.59		12.52	2.62	3,983.59
DELINQUENT	8.33		4.14	12.47	1.08		11.39	2.48	%
TOTAL	19.35	-	6.23	25.58	1.67	0	23.91	5.10	0.28%
CITY OF FROST									LEVY
CURRENT	587.53		111.64	699.17	30.84		668.33	139.83	83,032.40
DELINQUENT	206.79		69.18	275.97	18.34		257.63	55.20	%
TOTAL	794.32	-	180.82	975.14	49.18	0	925.96	195.03	0.71%
CITY OF DAWSON									LEVY
CURRENT	494.18		93.56	587.74			587.74	117.54	71,250.33
DELINQUENT	104.96		32.54	137.50			137.50	27.50	%
TOTAL	599.14	-	126.10	725.24	-	0	725.24	145.04	0.69%

TOTAL TAX REPORT -AUGUST 2013
Prepared by Gail Smith
Navarro County Tax Office

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NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING AUGUST 2013

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY-BLOOMING GROVE									LEVY
CURRENT	946.69		113.53	1,060.22			1,060.22	120.30	100,911.55
DELINQUENT	37.30		17.70	55.00			55.00	10.99	%
TOTAL	983.99	-	131.23	1,115.22	-	0.00	1,115.22	131.29	0.94%
NAVARRO COUNTY ESD #1									LEVY
CURRENT	905.46	-	169.97	1,075.43	47.06		1,028.37	215.09	130,418.96
DELINQUENT	210.24		77.91	288.15	20.55		267.60	57.66	%
TOTAL	1,115.70	-	247.88	1,363.58	67.61	0	1,295.97	272.75	0.69%
BLOOMING GROVE ISD									LEVY
CURRENT	6,766.08		1,181.24	7,947.32			7,947.32	1,501.20	1,491,971.14
DELINQUENT	2,842.04		2,808.13	5,650.17			5,650.17	998.55	%
TOTAL	9,608.12	-	3,989.37	13,597.49	-	0	13,597.49	2,499.75	0.45%
DAWSON ISD									LEVY
CURRENT	5,671.94		1,059.21	6,731.15			6,731.15	1,323.02	1,512,890.22
DELINQUENT	1,322.90		497.86	1,820.76			1,820.76	343.61	%
TOTAL	6,994.84	-	1,557.07	8,551.91	-	0	8,551.91	1,666.63	0.37%
RICE ISD									LEVY
CURRENT	6,997.95		1,305.07	8,303.02			8,303.02	1,638.66	1,526,208.22
DELINQUENT	1,153.87		463.17	1,617.04			1,617.04	310.92	%
TOTAL	8,151.82	-	1,768.24	9,920.06	-	0.00	9,920.06	1,949.58	0.46%

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NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING AUGUST 2013

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CORSICANA ISD									LEVY
CURRENT	46,133.44		8,080.84	54,214.28		10.79	54,203.49	10,042.99	17,689,058.27
DELINQUENT	32,952.79		12,451.37	45,404.16			45,404.16	7,766.16	%
TOTAL	79,086.23	-	20,532.21	99,618.44	-	10.79	99,607.65	17,809.15	0.26%
FROST ISD									\$ 1,099,457.65
CURRENT	5,791.07		1,096.16	6,887.23			6,887.23	1,377.46	%
DELINQUENT	4,714.10		1,868.37	6,582.47			6,582.47	1,316.53	0.53%
TOTAL	10,505.17		2,964.53	13,469.70			13,469.70	2,693.99	
GRAND TOTAL	267,763.85	-	68,964.96	336,728.81	172.41	22.93	336,533.47	62,520.93	

**COLLECTIONS FOR FROST ISD BEGAN 7/1/2012

		YR-TO-DATE % CURRENT COLLECTED:	
TOTAL COLLECTED	<u>399,366.69</u>	COUNTY	<u>97.29%</u>
ROLLBACK TAXES	<u> </u>	COLLEGE	<u>97.24%</u>
TAX CERTIFICATES	<u>1,950.00</u>	RICE	<u>95.27%</u>
HOT CK FEES	<u>150.00</u>	KERENS	<u>93.74%</u>
		CORSICANA	<u>97.71%</u>
		BARRY	<u>94.86%</u>
		EMHOUSE	<u>83.93%</u>
		RICHLAND	<u>91.79%</u>
		GOODLOW	<u>81.14%</u>
		CITY - FROST	<u>94.05%</u>
		CITY DAWSON	<u>92.45%</u>
		CITY-BL GROVE	<u>95.32%</u>
		NC ESD #1	<u>96.73%</u>
		B G ISD	<u>96.09%</u>
		DAWSON ISD	<u>96.81%</u>
		RICE ISD	<u>96.33%</u>
		CORSICANA ISD	<u>97.60%</u>
		FROST ISD	<u>96.78%</u>

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF AUGUST 2013

	TAXES	PENALTY & INTEREST	SUBTOTAL	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	54,793.01	9,731.50	64,524.51	4.28	64,520.23	12,262.88
ROAD & BRIDGE	11,386.76	2,030.41	13,417.17	0.91	13,416.26	2,556.16
FLOOD CONTROL	949.48	168.66	1,118.14	0.06	1,118.08	212.29
TOTAL	67,129.25	11,930.57	79,059.82	5.25	79,054.57	15,031.33
DELINQUENT TAXES						
COUNTY	22,114.27	8,944.65	31,058.92	0.23	31,058.69	5,615.72
STATE	-	-	-	-	-	-
ROAD & BRIDGE	4,432.47	1,776.10	6,208.57	0.05	6,208.52	1,118.56
FLOOD CONTROL	377.21	152.65	529.86	-	529.86	95.34
TOTAL	26,923.95	10,873.40	37,797.35	0.28	37,797.07	6,829.62
TOTAL ALLOCATION						
COUNTY	76,907.28	18,676.15	95,583.43	4.51	95,578.92	17,878.60
STATE		-		-		-
ROAD & BRIDGE	15,819.23	3,806.51	19,625.74	0.96	19,624.78	3,674.72
FLOOD CONTROL	1,326.69	321.31	1,648.00	0.06	1,647.94	307.63
TOTAL	94,053.20	22,803.97	116,857.17	5.53	116,851.64	21,860.95

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

911

#14

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INTERLOCAL AGREEMENT FOR CONTRACTUAL OBLIGATIONS AND VOTING EQUIPMENT AND SUPPLIES RECEIVED

This AGREEMENT is entered into and between Rockwall County, Texas, a political subdivision in the State of Texas and Navarro County, hereinafter referred to as the Recipient Agency.

PURPOSE: This Interlocal Agreement outlines the requirements for the transfer and use of property obtained by Rockwall County under a grant with the United States of America, represented by The Defense Human Resources Activity (DHRA). The executed grant number for this grant is H98210-13-BAA-0001.

DISCUSSION: Funding has been provided to purchase and implement a comprehensive, automated UOCAVA Voter Services and eBalloting system to be used by the Your Texas – Your Vote Consortium of Counties.

RESPONSIBILITIES: Navarro County agrees to the following conditions:

DATA COLLECTION POINTS: The Recipient Agency shall prepare data collection point reports in accordance with FVAP reporting requirements by completing the attached Excel worksheet “Data Points Worksheet” which is due to Rockwall County 40 days after each election for federal office during the grant’s term. Additional data collection may be required, but likely will be the responsibility of the vendor, Democracy Live. The term “election” is defined as (A) a Federal special, primary, or runoff election; (B) a primary election held for the selection of delegates to a national nominating convention of a political party; and (C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President. *Take note that some of the data points will have to be manually compiled.*

SPECIAL REPORTING REQUIREMENTS: The Recipient shall immediately notify Rockwall County of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

MATERIALS AND SUPPLIES: Rockwall County agrees to transfer temporary ownership of the materials and supplies listed below to the Recipient Agency which agrees to maintain the property at its sole expense. In addition the Recipient Agency agrees to Audit Requirements of the property which may include, but are not limited to, on-site visits by County or Federal staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. The Recipient Agency agrees to use all property for its intended purposes. The Recipient Agency agrees not to transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the listed property without prior written consent of Rockwall County. The Recipient Agency agrees to administer a system to protect, preserve,

use, maintain, and dispose of the property listed in accordance with federal guidelines 32 CFR 33.32 (equipment) and 32 CFR 33.33 (supplies).

By entering into this Agreement, the Recipient Agency agrees to comply and cooperate with any monitoring procedures deemed appropriate by Rockwall County and the DHRA grants program for a period of five (5) years.

The Recipient further understands that if the necessary funds are not available to fund this agreement as a result of action by Congress, DHRA, or the Office of Management and Budgeting, all obligations on the part of Rockwall County shall terminate.

Description of Property: An exhibit to this agreement will be provided when the equipment/property is purchased.

Contact Information: Any notifications or other communications related to this Agreement shall be sent to the following contacts:

Rockwall County

Recipient Agency

Glenda Denton
Rockwall County Elections Administrator
107 E. Kaufman St.
Rockwall, TX 75087

[Name] Dana Parker
[Title] Elections Administrator
[Address] P.O. Box 1018
[City, State, Zip] Corsicana TX 75151

AUTHORITY: This Interlocal Agreement is created by the authority of Rockwall County and the Recipient Agency listed below.

ROCKWALL COUNTY

By: _____
Jerry Hogan, County Judge

Date: _____

COUNTY OF Navarro

By: _____
[Signature]

Printed Name/Title: Hon. Davenport Jr
County Judge

Date: 9-9-13

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NAVARRO COUNTY

ELMER TANNER
SHERIFF

MORRIS STEWARD
CHIEF DEPUTY



SHERIFF'S OFFICE

CRIMINAL JUSTICE CENTER
312 WEST 2ND AVE
CORSICANA, TX 75110
(903) 654-3001 Office (903) 654-3044 Fax

Estray Fees:

Impoundment/Hauling large animals (cattle, horses, ostrich, emu, llama, etc) First animal	----- \$100.00
Impoundment/Hauling of each Additional large animal	----- \$ 50.00
Impoundment/Hauling of small animals (goats, sheep, etc) – five (5) or less	----- \$100.00
Impoundment/Hauling of small animals – each additional animal over five (5)	----- \$ 15.00
Boarding/Feeding large animal (cattle, horses, ostrich, emu, Llama, etc) – per day/per animal	----- \$ 10.00
Boarding/Feeding small animal (goats, sheep, etc) per day/per animal	----- \$ 5.00
Collection fee for each call or each animal as required by Statute	----- \$ 25.00
Special Notice	----- \$ 0.00

- If roundup, hauling and/or care is done by Contract,
Cost will be assessed by Contractor.
- Cost for any special care (i.e. Vet care, etc)
will be assessed by Caregiver.
- Cost of Boarding and Feeding may increase
Depending on location animal(s) held.
(i.e. vet clinic, etc)

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Navarro County Sheriff's Office
 Sheriff Elmer Tanner
Records/ Video Tape/ Audio Recording Request Form

Requester's Name:		Telephone Number:	
Name of Business:			
Address	(P.O. Box, Street, etc.)	(City)	(State) (Zip Code)
Description of Information: Be specific, include all known information.			
Phone number(s) calling NCSO (if known) -		NCSO service # -C	
Incident date -		appx. Incident time -	
Requester's Signature		Date	Written Request Attached? Yes / No

(Print Name and Title)

Is requested information considered an open record? Yes / No If No, explain on reverse side of this form.			
<u>Copies</u>	# of Copies, hours, etc.	Item/Unit/Price	Item/Unit Price
Cost per Page (Standard Size - up to 8.5" X 14") _____		\$.10/page	
Non-standard Sizes _____		\$.50/page	
VHS Video Cassette _____		\$ 2.50/each	
Audio Cassette _____		\$ 1.00/each	
Other _____		Actual Cost	
Personnel Cost		Sub-Totals	
Personnel Cost - more than 50 pages		\$ 15.00/hour	
Personnel Cost - research for audio tape information & recording		\$ 15.00/hour	
Other Cost		Sub-Totals	
Overhead Charges (20% of Personnel Charges)			
Postage/Shipping Charges		Actual Cost	
Other Cost		Actual Cost	
Notes/Comments:		Sub-Totals	
		Total Charges	
Fees Computed by		Date	Fees Waived in Accordance with Procedures (Yes/No)
Release of Information and Fee Assessment Approved by (Office Holder/Department Head)			Date
Information/Documents Received by			Date

**Requests for audio or video tape recording may require several days before recording are produced.
 Retention period for audio recording is 60 days from date of recording.**

SUBCHAPTER F. COSTS OF COPIES

552.261 Determining Cost of Copies – More Rules to control how costs are charged.

Sec. 552.261. CHARGE FOR PROVIDING COPIES OF PUBLIC INFORMATION.

- (a) The charge for providing a copy of public information shall be an amount that reasonably includes all costs related to reproducing the public information, including costs of materials, labor and overhead. If a request is for 50 or fewer pages of paper records, the charge for providing the copy of the public information may not include costs of materials, labor or overhead, but shall be limited to the charge for each page of the paper record that is photocopied, unless the pages to be photocopied are located in:
 - (1) two or more separate buildings that are not physically connected with each other; or
 - (2) a remote storage facility.
- (b) If the charge for providing a copy of public information includes costs of labor, the requestor may require the governmental body's officer for public information or the officer's agent to provide the requestor with a written statement as to the amount of time that was required to produce and provide the copy. The statement must be signed by the officer for public information or the officer's agent and the officer's or the agent's name must be typed or legibly printed below the signature. A charge may not be imposed for providing the written statement to the requestor.
- (c) For purposes of Subsection (a), a connection of two buildings by a covered or open sidewalk, an elevated or underground passageway, or a similar facility is insufficient to cause the buildings to be considered separate buildings.
- (d) Charges for providing a copy of public information are considered to accrue at the time the governmental body advises the requestor that the copy is available on payment of the applicable charges.

552.2615 Required Itemized Estimate of Charges

Sec. 552.2615. REQUIRED ITEMIZED ESTIMATE OF CHARGES.

- (a) If a request for a copy of public information will result in the imposition of a charge under this subchapter that exceeds \$40, or a request to inspect a paper record will result in the imposition of a charge under Section 552.271 that exceeds \$40, the governmental body shall provide the requestor with a written itemized statement that details all estimated charges that will be imposed, including any allowable charges for labor or personnel costs. The requestor has 10 business days to respond to estimate. If an alternative less costly method of viewing the records is available, the statement must include a notice that the requestor may contact the governmental body regarding the alternative method. The governmental body must inform the requestor of the responsibilities imposed on the requestor by this section and of the rights granted by this entire section and give the requestor the information needed to respond, including:
 - (1) that the requestor must provide the governmental body with a mailing, facsimile transmission, or electronic mail address to receive the itemized statement and that it is the requestor's choice which type of address to provide.

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NAVARRO COUNTY SHERIFF'S OFFICE
NON-CONSENT TOWING SERVICE ROTATION
(revised 8.23.13)

OBJECTIVE

The objective of the Navarro County Sheriff's Office in administering a wrecker policy in Navarro County is to protect the property interests and safety of the motoring public, to comply with the statutes and to provide dependable towing service when requested by deputies and other peace officers within the boundaries of Navarro County.

RESPONSIBILITY AND AUTHORITY:

The Navarro County Towing Service Rotation is administered under the jurisdiction of the Navarro County Sheriff's Office. The Sheriff of Navarro County or his designee will choose the Wrecker Coordinator.

Members of the Navarro County Sheriff's Office are vested with the responsibility of having the privately owned vehicles and property of citizens towed and/or impounded during their regular course of duty. To protect the property which citizens entrust to law enforcement officers requires that a towing company's participation in the Navarro County Towing Rotation, including owners and drivers, comply fully with all State of Texas statutes and all rules set out by the Navarro County Towing Rotation Policy.

Reports of gross negligence, solicitation of business at a call-out location, reckless damage to or loss of property, mistreatment of any person, or price gouging by wrecker companies operating under the Navarro County Towing Rotation will be considered to be grounds for suspension or removal from the Navarro County Wrecker Rotations. Complaints of "price gouging", charges other than the current published Non-Consent Towing fees, or other overcharging determined to be improper by the wrecker coordinator will be referred to the Consumer Protection Division of the State Attorney Generals Office for action.

Failure to adhere to this Rotation Policy (as follows) may result in the suspension of a towing company or removal from the rotation.

The towing companies operating on the Navarro County towing policy shall, no later than 10 business days prior to their first rotation of any year, have on file with the Wrecker Coordinator a signed, notarized liability insurance policy covering all company towing service vehicles.

Deputies and Navarro County Dispatchers will make reasonable efforts to administer the Navarro County Towing Rotation in accordance with the authorized towing company list. The rotation will be randomly sorted by the Wrecker Coordinator during the month of December each year and lists sent out prior to January 1st.

An authorized towing company will be assigned 1 week of continuous service call responsibility beginning at 8 A.M. Monday of each week and ending at 7:59 A.M. Monday of the following week.

Participating Navarro County Towing companies will be used on all accidents and arrests when the owner or person in charge of the vehicle specifies no towing preference, or is unable to specify a preference for towing service. Owner preference and the on call rotation wrecker service may be disregarded under exigent circumstances related to public safety.

PARTICIPATION REQUIREMENTS

1. Towing service companies participating in the Navarro County Towing Rotation shall have a properly licensed Vehicle Storage Facility physically located within the boundaries of Navarro County. Non-consensual tows shall be stored at that company's approved storage facility, within Navarro County, unless otherwise directed by a law enforcement agency. Storage facilities of towing companies participating on the Navarro County Towing Rotation shall be licensed by the Texas Office of Licensing and Regulation (TDLR) or succeeding regulatory agency. Storage facilities will be readily accessible to the public, free of hazards in public access areas, and shall display a sign identifying the storage facility by company name and 24 hour contact telephone number. The said sign must be located, and of sufficient size to be read from the nearest public street, road or highway, and in compliance with all other regulations imposed by the TDLR regarding Vehicle Storage Facilities.
2. Each company is allowed 1 week cycle of responsibility as stated above, excluding towing service calls made by owner/driver request. An additional weekly rotation for heavy duty wreckers will be established.
3. All companies must have at least 2 wreckers for light/medium duty of at least $\frac{3}{4}$ ton or larger readily respond to calls 24 hours a day, during their respective period of service responsibility.
4. All wreckers must be radio equipped. They must be able to communicate with all communication facilities involved.
5. The start of the Towing Service Rotation is the first Monday in January of each year. A towing company applying for admittance to the Navarro County Towing Rotation may receive a position on the Towing Service Rotation **at the beginning of the contract each year. Applications for admittance to rotation must be received before the close of business on or before November 15, should this fall on a weekend it will be the next following business day.**
6. Towing companies shall provide the Wrecker Coordinator with current proof of insurance. Policies must list Navarro County as a certificate holder and have policies sent to the attention of the Wrecker Coordinator, Navarro County Sheriff's Office, 312 West 2nd ave, Corsicana Texas 75110. Dates of coverage shall be specified on each insurance policy. The renewal policies must be received by the Wrecker Coordinator prior to the expiration of the on file policy. Invalid insurance will be cause to remove the wrecker service until such time as the insurance requirements are met.

- 7. Tow trucks and drivers must operate in compliance with State law and federal regulations while responding to, while on scene and when returning from rotation calls. No wrecker may operate with a red or blue light visible from directly in front of the center of the equipment or vehicle, or with a siren or whistle. A tow vehicle may use red and blue lights ONLY at the direction of a law enforcement official at the scene of an accident, arrest, or while hooking up a vehicle in a roadway. Nothing in this policy shall be construed to permit operation of a wrecker as an authorized emergency vehicle. Use of flashing yellow lights in accordance with safety regulations is exempt from this policy. All tow vehicles will have the necessary flashing yellow lights mounted at a point that can be seen 360 degrees around the wrecker. They may not be used while enroute to any call to facilitate violation of any traffic laws.
- 8. Towing service response time to any requested location within Navarro County (from time notified) shall not exceed 30 minutes for a small or medium duty wrecker, and Heavy Duty wreckers will be allotted 45 minutes. Notification by radio communications to advise dispatch of the received call and en-route status will not exceed 10 minutes. If a wrecker service has an equipment problem and/or can not answer a call for service, the Navarro County dispatch office must be notified on the Monday that the weekly rotation is scheduled to begin. The towing company will have a 24-hour publicly listed local telephone number for dispatch contact and release of vehicles to the public. The towing company will have personnel available and must respond to release vehicles 24-hours a day with a one hour notice. The telephone number for releasing vehicles will be displayed on the appropriate signage required by TDLR at the company's VSF.
- 9. Tow truck drivers shall comply with requested and/or instructions of law enforcement officers at accident scene. Approval shall be obtained from the investigating officer before any attempt is made to remove vehicles from their positions at the scene of a call.
- 10. Towing companies answering calls for service shall notify the Sheriff's Office Dispatcher at the time of the wrecker request if they are able to make the call. If you refuse a call for whatever reason, **you may not call another wrecker company to take the call for you. If a wrecker service is unable to respond, the Sheriff's Office Dispatcher will dispatch the next wrecker service on rotation.** Three successive turn-downs by a company in a calendar year for calls may result in suspension or removal from the Navarro County Towing Rotation. Wrecker services receiving a call from another wrecker service to pick up a vehicle will ensure that it is a consent tow, only. If necessary, the wrecker company will contact the Navarro County dispatch to verify this information. Requests for consent tows by citizens may be made to dispatch and they will then make the notification for a consent tow, "by request".
- 11. Towing companies operating under the Navarro County Towing Rotation shall equip each tow truck with a large grain scoop, push broom and container, suitable for the removal of glass, metal or other debris found upon the highway at accident locations. Tow truck drivers shall remove all injurious material from the highway in compliance with State Law.
- 12. The vehicle owner or person with right of possession (when present) may select the towing service to be called. The officer in charge of the accident/incident will abide by the owner's decision unless impractical, or if the vehicle is being seized as evidence, for purposes of searching for evidence, or as a forfeiture under Chapter 59 C.C.P. In the event of an arrest,

the officer in charge may exercise discretion to use the Navarro County Towing Rotation due to time and manpower constraints. It will be the officers discretion when seizing a vehicle which towing company the Officer uses for the search and impound.

13. Each towing company must respond with a towing vehicle of which is clearly identified by company name, telephone number, and issued TDLR permit number permanently inscribed or affixed to each side of the towing vehicle. No towing company owner may own, have interest in, or operate multiple towing businesses under different names and be in the rotation under different names. All towing vehicles must be registered and licensed under the towing company's permitted or DBA name. Leased vehicles must be registered in the name of the wrecker company and the lease/lien holder's name.
14. Vehicles towed after dark, or in conditions of limited visibility, will be illuminated as required by State Law.
15. **Permits Required on all Wreckers:** No person may operate, drive, or cause to be operated, a wrecker inside Navarro County unless and until the wrecker has been issued, has obtained and displays, a permit issued by the Navarro County Sheriff's Department.
16. **Application for permit – Necessary Information:** A person desiring a permit to operate a wrecker inside Navarro County shall file with the Navarro County Sheriff's Department a written application for such permit. Such application shall be filled out and filed on forms obtained from the Sheriff's Office, shall be verified by oath of the applicant and shall give, among other details, the following information; Form attached
 1. The name, date of birth, and county of residence of the applicant, if a natural person. If the applicant is a partnership, the name, date of birth and residence of all partners, general and limited. If the applicant is a corporation, its name date and place of incorporation, the address of its principal place of business.
 2. Length of time the applicant has been a resident of Navarro County.
 3. The trade name, if any, under which the applicant proposes to operate.
 4. The address for the place of business for which the applicant proposes to operate and the telephone number of said place of business.
 5. The number of wreckers for which permits are desired.
 6. The make, model, capacity, and condition of each wrecker, proposed to be operated; the design and color scheme of wrecker, and the lettering and marks to be used thereon.
 7. Full information pertaining to the extent, quality, and nature of the wrecker service the applicant proposes to render.
 8. All applicants providing wrecker service under this article must operate their business within Navarro County, Texas.

17. **Permit Fee – Permits Not Transferable:** Every application for a wrecker permit shall be accompanied by payment of **Seventy Five dollars (\$75.00)** for each wrecker to be operated by the applicant. All such permits shall expire on December 31, and new permits must be obtained each year. Such permit shall not be transferable without permission of the Sheriff.
18. **Heavy duty wreckers** will be a separate rotation but the same rules apply with the only exception being the requirement to maintain one heavy duty wrecker meeting all Federal, State, and local requirements. There will be a separate weekly schedule for heavy duty wreckers and **additional application process.**
19. Temporary exceptions to the above rules may be granted when extenuating circumstances are deemed appropriate by the wrecker coordinator.
20. Drivers must include a Sheriff's Office case number assigned by the NCSO dispatcher on towing tickets of non-consent tows and vehicles deemed abandoned for tracking purposes regarding billing. Towing tickets shall be made available to the Sheriff's designee, upon demand, to assure compliance with the non-consent tow rates. The physical receipt for the mailing of a registered letter must be attached if a notification fee is charged by the company.
21. The Sheriff, or through his designee, has the right to revise or change the above policies as circumstance dictate.

WRECKER POLICY VIOLATIONS:

Valid documented complaints brought against a towing service will be grounds for suspension and/or removal from the Navarro County Towing Rotation. Suspension periods will be determined by nature of the offense. Suspension decisions will be made by the Wrecker Coordinator and may be appealed to the Navarro County Sheriff or his designee, whose decision will be final.

SUSPENSION VIOLATIONS:

1. Slow response, repetitive or unjustified
2. Operating Unsafe or illegal tow trucks (unlicensed)
3. Improper care and handling of towed property which causes damage to vehicles while in custody of wrecker service.
4. Failure to advise the Communications Operator that your wrecker is unable to immediately respond when notified of rotation calls.
5. Failure to comply with requirements of wrecker policy
6. Storing vehicles at locations other than the designated location of the towing service without proper authorization in violation of participation requirements #1 or operating a vehicle storage facility that is unlicensed or not in compliance with TDLR regulations.
7. Interfering with an investigation or other emergency services
8. Failure to remove glass or other injurious materials from the highway or spilled upon the highway by wrecked vehicles.
9. Failure to keep required written logs, wrecker tickets and related documents.
10. Failure to comply with State Law relating to the notification of the owner of a stored vehicle.
11. Solicitation of driver(s) or passenger(s) who are awaiting medical attention or are being attended by emergency personnel or first responders in attempt to obtain a consent tow from a scene.
12. Theft or failure to secure vehicle while in custody of wrecker service.
13. Non-Compliance with Non-Consent fee schedule on file with Navarro County Sheriff's Office.
14. Any violation or suspension of TDLR licensing that places or removes your TDLR license for a VSF or Incident Manager in suspension.

**NAVARRO COUNTY SHERIFF'S OFFICE
WRECKER COORDINATOR
COESICANA, NAVARRO COUNTY, TEXAS**

I, _____, being a representative for
_____ Towing Service, certify that the forenamed
towing service has been provided a copy of the rules governing the Navarro County Towing
Rotation. I further certify that the forenamed towing service meets all the requirements for
placement on the Navarro County Towing Service Rotation and agree to fully abide by said
rules. I understand that any violation of the rules by owners or representatives acting on behalf
of the Towing Service is cause for suspension or removal from the rotation list.

**TOWING SERVICE SHALL INDEMNIFY AND HOLD HARMLESS NAVARRO
COUNTY (INCLUDING THE COUNTY COURT, THE SHERIFF, EMPLOYEES
AGENTS AND THEIR SUCCESSORS) FROM AND AGAINST ALL LIABLILTY,
CLAIMS, LOSSES, DAMAGES, COSTS, EXPENSES, ATTORNEY'S FEES, DEMANDS,
SUITS AND CAUSES OF ACTION OF EVERY KIND, ARISING ON ACCOUNT OF
PERSONAL INJURY OR DEATH OR DAMAGE TO PROPERTY IN ANY WAY
INCIDENT TO OR IN CONNECTION WITH OR ARISING OUT OF PERFORMANCE
UNDER THIS NON-CONSENT WRECKER ROTATION, REGARDLESS OF THE
SOLE, JOINT OR CONCURRENT NEGLIGENCE, NEGLIGENCE PER SE, GROSS
NEGLIGENCE, STATUTORY FAULT, STRICT LIABILITY, ACT OMISSION OR
FAULT OF ANY EMPLOYEE OR AGENT OF NAVARRO COUNTY SHERIFF'S
OFFICE AND WITHOUT REGARD TO THE CAUSE OR CAUSES THERFROM THAT
MAY HAVE CAUSED OR CONTRIBUTED TO THE LIABILITY, CLAIM, ETC. TO
THE EXTENT SUCH INDEMNITY OBLIGATIONS ARE NOT PROHIBITED BY
APPLICABLE LAW.**

SIGNATURE

TITLE/POSITION

DATE

ADDRESS

SWORN TO AND SUBSCRIBED before me the under signed Notary on this the _____
Day of _____, 20____.

Notary Public, State of TEXAS
Commission Expires: _____

Rotation Wrecker Application

1. The name, date of birth, and county of residence of the applicant, if a natural person. If the applicant is a partnership, the name, date of birth and residence of all partners, general and limited. If the applicant is a corporation, its name date and place of incorporation, the address of its principal place of business.

2. Length of time the applicant has been a resident of Navarro County. _____

3. The trade name, if any, under which the applicant proposes to operate,

4. The address for the place of business for which the applicant proposes to operate and the telephone numbers of said place of business.

5. The number of wreckers for which permits are desired _____.

6. The make, model, capacity, and condition of each wrecker, proposed to be operated; the design and color scheme of wrecker, and the lettering and marks to be used thereon.

Wrecker List

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

7. Full information pertaining to the extent, quality, and nature of the wrecker service the applicant proposes to render.

8. Total fee submitted, must equal \$75.00 per Wrecker Unit operated. _____

SIGNATURE

TITLE/POSITION

DATE

ADDRESS

SWORN TO AND SUBSCRIBED before me the under signed Notary on this the _____
Day of _____, 20____.

Notary Public, State of TEXAS
Commission Expires: _____

XX Ve

Navarro County Sheriff's Office Non Consensual Towing Maximum charges

Revised 8-23-13

Light Duty (GVW Less than 10,000 Lbs)

Towing Fee	\$150.00
*Working Time and labor (No Charge, 1 st Hr.)	\$150.00
Loaded per mile	\$ 3.00
Storage, per day	\$ 20.00
** Notification Fee (Statutory Fee)	\$ 50.00
****Impound/preservation fee	\$ 20.00
^Roll over or Off road recovery	\$150.00

Medium Duty (GVW >10,000 Lbs but < 26,000 Lbs)

Towing Fee	\$200.00
*Working Time and labor (No Charge, 1 st Hr.)	\$200.00
Loaded per mile	\$ 4.00
Extra Labor (normal working hours)	\$ 50.00
Extra Labor (after normal working hours)	\$ 75.00
Remove Drive Line or Axle Shaft (per shaft removed)	\$ 50.00
^Roll over or Off road recovery	\$200.00

Heavy Duty (GVW > 26,000 Lbs)

Impound and Towing

Towing Fee	\$ 300.00
Per Mile Loaded (bobtail)	\$ 4.00
Per Mile Loaded(tractor and Trailer)	\$ 5.00
Working time and labor (No Charge, 1 st Hr.)	\$ 300.00



Non Consensual Towing Maximum Charges

Page 2

***Storage Fees

Storage Per Day Under 25 Feet in Length (Charged after you have had vehicle for 24 hours)	\$ 20.00
Storage Per Day Over 25 Feet in Length (Charged after you have had vehicle for 24 hours)	\$ 35.00
**Notification Fee (Statutory Fee)	\$ 50.00

***Working time and labor is charged ONLY after the first hour of arrival on scene. The first hour will be considered part of the routine towing and hook-up fees. The charge for the extra working time shall be in 15 minute increments and, if applicable, noted on the towing tickets. Working time starts Upon Arrival at scene.**

****"Notification fees" are statutorily controlled under TDLR VSF rule 85.722 (C)**

*****"Storage fees" are statutorily controlled under TDLR VSF rule 85.722 (D)**

******Impoundment fee is statutorily controlled under TDLR VSF rule 85.722 (E)**

GVW statutorily controlled under Texas Occupations Code definitions Sec. 2308.002

^Off road recovery or roll over fee is one charge. If it is off road and rolled over there can only be one additional fee.

Surplus equipment

8-14-13

Items stored at county farm

Gas Griddle 24x30 approx , may be missing parts
10 Large aluminum cook pots
7 large pans
2 lg colliders
4 SS serving pans
4 lg cooking pans
3 storage bins on rollers
2 meat slicers
Assorted utensils and parts
1 rolling serving station
1 3 tier rolling cart
2 new metal manual hospital beds
2 metal pulleys

Old electronic equipment from jail

8 printers
1 scanner
13+ keyboards
4 monitors
8+ power supplies
Assorted cords, cables, speakers, mouse, routers and parts
5 Security cameras
1 48 port ether net switch
1 DVD player

Items from storage

2 205/75/R14 tires
1 paint sprayer
Unknown length of orange plastic barrier fence
2 saw horses
3 leaf blowers
2 weed eaters
Old Cutting torch hose with regulators
Nordic Track exercise machine
X Box Game
DVD Player
9 plastic chairs
2 ice coolers
2 metal boxes

- Light bulbs
- 4 Propane cookers
- Baby scale
- Camp stove
- 2 rolls Irrigation hose
- 10 12"X48" mirrors
- 1 type writer
- 14 5 gal plastic jugs
- 4 keyboards
- 6 dell CPUs
- 1 old style monitor
- 1 Samsung printer
- 1 battery back up
- 1 small safe
- 1 DCP 9045 printer

SALVAGE PROPERTY

- Unit 2620 2fafp71w76x126017 used for parts
- Unit 2510 2fafp71w15x129784 used for parts
- Old radio tower in parts at county farm

Surplus Christmas decorations

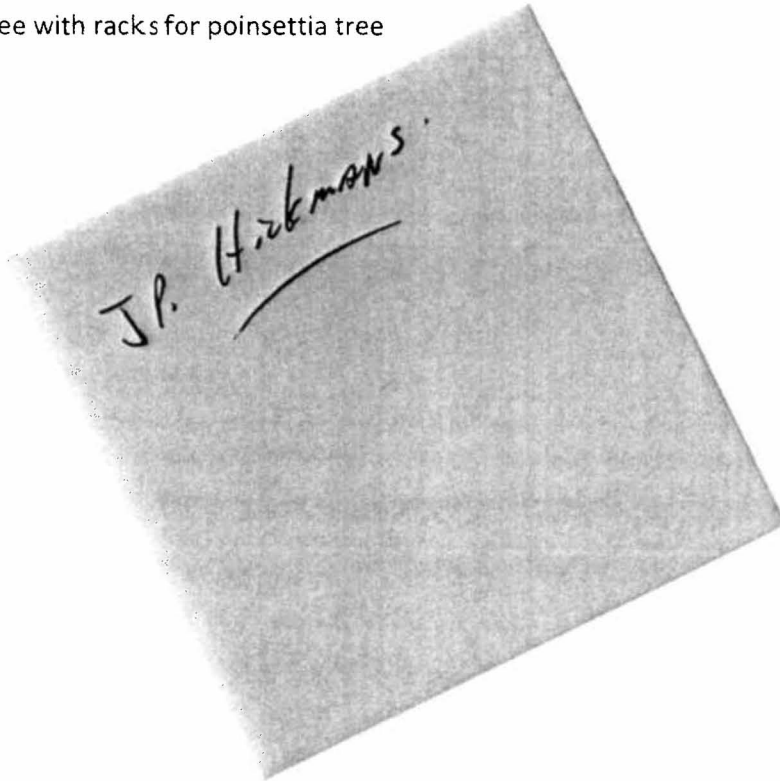
18 medal lighted stars (a pprox 2ftx2ft)
5 lighted deer
3 wooden angels (large)
20 ft tall tree with racks for poinsettia tree
C9 and C3 style Christmas lights, multiple rolls
Fiber optic lights, well over 100 feet
3 Fiber optic lights controllers
Metal star on extension pole
Assorted extension cords

Salvage Christmas items

Damaged extension cords
Damaged rolls of Christmas lights
Assorted metal poles and brackets
2, 5 gal buckets of 16d nails

Retained Items

8 ft metal tree with racks for poinsettia tree
3 wreaths



**INTERLOCAL COOPERATION AGREEMENT BETWEEN
ELLIS COUNTY AND NAVARRO COUNTY FOR THE
PURCHASE AND SALE OF MODULAR OFFICE EQUIPMENT**

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into by and between Ellis County, Texas, AND Navarro County, Texas, both of which are political subdivisions of the State of Texas (hereinafter referred to as "Ellis Co." and "Navarro Co.", respectively).

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and

WHEREAS, Navarro Co. desires to acquire certain property consisting of modular office equipment (hereinafter referred to as "Equipment") that is owned by Ellis Co. but is no longer in use for its intended purpose; and

WHEREAS, Ellis Co. desires to sell the Equipment to Navarro Co. under the authority of Section 263.152 of the Texas Local Government Code; and

WHEREAS, the governing bodies of each county find that the subject of this agreement is necessary for the benefit of the public and that each county has the legal authority to perform and to provide the governmental function or service which is the subject matter of this agreement; furthermore, the governing bodies find that the performance of this agreement is in the common interest of both parties.

NOW, THEREFORE, Ellis Co. and Navarro Co. mutually agree as follows:

GENERAL PROVISIONS

- A. Ellis Co. desires to sell certain pieces of modular office equipment to Navarro Co. that are no longer being used for their intended purposes.
- B. Ellis Co. warrants that it is the lawful owner in every respect of all of the described modular office equipment and that it is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever.
- C. Navarro Co. agrees to purchase the Equipment from Ellis Co. for the amount of one-hundred and fifty dollars (\$150.00) as consideration.
- D. It shall be the responsibility of Navarro Co. to coordinate and cause the physical delivery of the Equipment from Ellis Co. within 30 days. Ellis Co. retains the right to sell or otherwise dispose of the Equipment if Navarro Co. does not take possession of the Equipment within 30 days.

- E. The equipment is sold "as-is" without any warranties, express or implied, as to the condition of such property.
- F. This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement.
- G. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will have no effect on the remaining provisions of this Agreement.
- H. The failure of either party to comply with the terms and conditions of this Agreement will constitute a breach of this Agreement. Either party will be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other party.
- I. The waiver by either party of a breach of this Agreement will not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.
- J. This Interlocal Cooperative Agreement constitutes the entire Agreement between the parties. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement will be valid or binding.

EXECUTED on the last day of formal acceptance by signature as indicated below.

Ellis County

By: _____
Honorable Carol Bush
Ellis County Judge

Date

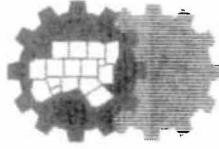
Navarro County

By: _____
Honorable H.M. Davenport, Jr.
Navarro County Judge

Date

#27

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North Central Texas Council Of Governments

Wednesday, July 31, 2013

Honorable Judge H.M. Davenport
Navarro County
Navarro County Courthouse
300 West 3rd Ave, Suite 101
Corsicana, TX 75110

Dear Judge Davenport,

The purpose of this letter is to provide information on the enclosed two-year NCTCOG Interlocal Agreement (September 1, 2013-August 31, 2015) that sets forth certain 9-1-1 provisions as prescribed by the Commission on State Emergency Communication, CSEC (State 9-1-1 Commission). This agreement will affect the 13 sheriffs' offices, and 29 police departments operating 9-1-1 Public Safety Answering Points (communications centers) in the NCTCOG 9-1-1 service area.

The intent of the agreement is to assure an effective operation of the NCTCOG service area's 9-1-1 system, and comply with Commission rules, regulations, and policies. The Commission administers rules that support the agreement's provisions. Rules, Program Policy Statements, and Best Practices of the Commission, as well as Chapter 771, Health and Safety Code, State Administration on Emergency Communications can be found on the Commission's website: <http://www.911.state.tx.us>.

Enclosed are two copies of the agreement signed by Mike Eastland, Executive Director (NCTCOG). Please sign both copies, retain one for your records and forward the second to NCTCOG. Signed agreements are due no later than August 31, 2013. Should you have any questions regarding this matter, please contact me at 817-695-9204, or Fred Keithley at 817-695-9171.

We continue to appreciate your support of 9-1-1 and other NCTCOG programs, and hope that you will contact us when we may be of assistance.

Sincerely,

Christy Williams

Christy Williams, ENP
Chief 9-1-1 Program Officer

CW: ljr

**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND
NAVARRO COUNTY
FOR E9-1-1 SERVICE, EQUIPMENT, ADDRESSING AND DATABASE MAINTENANCE**

Article 1: Parties & Purpose

- 1.1 The North Central Texas Council of Governments (hereafter NCTCOG) 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. NCTCOG has developed a Strategic Plan (Plan) to establish and maintain 9-1-1 emergency telephone service in State Planning Region 4, and the Commission on State Emergency Communications (CSEC) has approved its current Plan.
- 1.2 Navarro County is a local government that operates one or more Public Service Answering Points (PSAPs) that assist in implementing the Plan as authorized by Chapter 771 of the Health and Safety Code.
- 1.3 Navarro County (hereafter Local Government) is a local government that is authorized to perform addressing activities under the County Road and Bridge Act.
- 1.4 The local government is required to perform database maintenance activities per this agreement.
- 1.5 This contract is entered into between NCTCOG and Local Government under Chapter 791 of the Government Code so that Local Government can participate in the enhanced 9-1-1 emergency telephone system in the region and perform database maintenance activities.
- 1.6 The Commission on State Emergency Communications (CSEC or Commission), as authorized by the Health & Safety Code, Chapter 771, is the oversight and funding authority for regional councils implementing 9-1-1 and addressing/addressing maintenance services through local governments.

Article 2: Stipulations

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

- 2.1 To comply with applicable provisions of the State of Texas Uniform Grant Management Standards (GUMS);
- 2.2 That NCTCOG and/or the Commission may withhold, decrease, or seek the return of or reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law and/or CSEC Rules;
- 2.3 That Local Government shall return or reimburse NCTCOG and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law and/or CSEC Rules;
- 2.4 That such return or reimbursement of 9-1-1 funds to NCTCOG and/or the Commission, as applicable, shall be made by the Local Government within 60 days

- after demand by NCTCOG or Commission, unless an alternative repayment plan is approved by NCTCOG and then submitted to the Commission for approval;
- 2.5 To comply with the Uniform Grant Management Standards (GUMS), applicable law and/or CSEC Rules, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds; in connection with the provisions of 9-1-1 service (9-1-1 equipment);
 - 2.6 To maintain a current inventory of all 9-1-1 equipment consistent with Uniform Grant Management Standards (GUMS), applicable law and/or CSEC Rules;
 - 2.7 To reimburse NCTCOG and/or Commission for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse or negligence by PSAP employees or other persons; or acts of nature or war, though this provision shall not include ordinary wear and tear or ordinary day to day use of equipment;
 - 2.8 That NCTCOG and Local Government shall maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to such Local Government and all 9-1-1 funds spent by such Local Government for 9-1-1 service, with specific detail for 9-1-1 funds received or spent relating to database maintenance activities, and consistent with Uniform Grant Management Standards (GUMS), applicable law and/or CSEC Rules, and as approved in NCTCOG's current strategic plan;
 - 2.9 That the Commission or its duly authorized representative and NCTCOG shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the Local Government or by any other entity that has performed or will perform database maintenance activities;
 - 2.10 To recognize that the Commission reserves the right to perform on-site monitoring of NCTCOG and/or its performing Local Government for compliance with applicable law, and NCTCOG and Local Government agree to cooperate fully with such on-site monitoring;
 - 2.11 To provide a commitment by the Local Government to continue addressing, database maintenance activities and meet the NCTCOG GIS requirements in accordance with the approved Plan (including any approved amendments) as a condition of the receipt of 9-1-1 funds as prescribed by NCTCOG's Strategic Plan.

Article 3: Program Deliverables - 9-1-1 & Database Maintenance/GIS Equipment & Data

Local Government agrees to comply with all applicable law, CSEC Rules and NCTCOG policies, as they pertain to the 9-1-1 Program administered by NCTCOG, in providing the following deliverables to this contract. To the extent that NCTCOG policies are not consistent with applicable law, the applicable law prevails.

Ownership, Transference & Disposition

- 3.1 NCTCOG shall establish ownership of all 9-1-1 and ancillary equipment procured with 9-1-1 funds as defined herein, and located within the Local Government's jurisdiction. NCTCOG may maintain ownership, or it may transfer ownership to the Local Government. Before any such transfer of ownership, NCTCOG will evaluate the adequacy of controls of Local Government to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the ancillary equipment identified in paragraph 3.2c below, may or may not be procured by

- NCTCOG on behalf of Local Government, according to NCTCOG's Strategic 9-1-1 Plan.
- 3.2 The basic equipment categories are:
- a. 9-1-1 Equipment
 - i. Customer Premise Equipment (CPE) – telephone equipment located at the PSAPs which may include telephones, integrated workstations, servers, ANI controllers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery to the PSAP;
 - ii. Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
 - b. Database Maintenance/GIS Equipment
 - i. Computers – hardware and software
 - ii. Digitizers, Printers and Plotters
 - iii. Road Sign Machines and Materials
 - iv. GPS Receivers and software
 - v. Distance Measuring Devices (DMD)
 - vi. GIS Workstations and software
 - c. Ancillary Equipment
 - i. Uninterruptible Power Supply (UPS)
 - ii. Recorders

- 3.3 Transfer-of-ownership documents shall be prepared by NCTCOG and signed by both parties upon transference of ownership of any ancillary or database maintenance equipment, in accordance with UGMS and the State Comptroller of Public Accounts. NCTCOG shall maintain ownership of 9-1-1 Customer Premise Equipment (CPE).
- 3.4 The local government shall provide adequate insurance policies on such equipment to provide for the replacement of the equipment in cases of losses due to anything other than daily use and normal wear and tear. The local government shall provide written proof of this insurance to NCTCOG annually.
- 3.5 Local Government is responsible for notifying NCTCOG upon disposition of equipment due to obsolescence, failure, or other planned replacement, transfer documents. Capital Recovery Asset Disposal Notices (as required by CSEC Rule 251.5) shall be prepared by NCTCOG in accordance with UGMS and the State Comptroller of Public Accounts.

Inventory

- 3.6 NCTCOG shall maintain property records, reconciled to the Local Government's general ledger account at least once per year, in accordance with CSEC Rule 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*, UGMS, and the State Property Accounting Policy and Procedures Manual.
- 3.7 The owner of the ancillary and database maintenance/GIS equipment, or the party to whom responsibility is assigned, shall cooperate with NCTCOG to provide inventory information for the Annual Certification of 9-1-1 Program Assets, as required by CSEC Rules 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*.
- 3.8 A physical inventory shall be conducted annually by NCTCOG.

- 3.9 Any lost or stolen equipment shall be reported to NCTCOG as soon as possible, and shall be duly investigated by Local Government and NCTCOG immediately.

Security

- 3.10 Local Government will comply with Criminal Justice Information Services (CJIS) Security Policy Version 5.0 dated 02/09/11 (CJISD-ITS-DOC-08140-5.0) as a minimum security mandate for Customer Premise Equipment/Integrated or Workstations. A signed copy of the agreement must be available for inspection at all times
- 3.11 Local Government will protect the CPE, ancillary and database Maintenance/GIS equipment by implementing measures that secure the premises (including equipment room) of its PSAPs or addressing office against unauthorized entrance or use.
- 3.12 Local Government will operate within local standard procedures and take appropriate security measures as may be necessary to ensure that non-CSEC approved third-party software applications cannot be integrated into the PSAP(s)' Customer Premise Equipment/Integrated or Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*.
- 3.13 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of NCTCOG. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by NCTCOG.
- 3.14 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 Addressing databases.
- 3.15 Local Government mandates each person who is authorized to receive, store, process, and/or transmit Customer Premise Information must have a unique identification login and be logged into such equipment identifying their legitimacy for use.
- 3.16 Local Governments shall insure that no personnel access the USB ports on the CPE equipment.

Maintenance

- 3.17 NCTCOG shall practice preventive maintenance on all NCTCOG owned or leased CPE, database maintenance and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary. NCTCOG shall also be responsible for any maintenance costs on the before mentioned equipment.
- 3.18 Local Government will maintain 9-1-1 equipment and areas by ensuring cleanliness.
- 3.19 Local Government shall notify NCTCOG Operations Specialist when there is any scheduled maintenance on commercial power backup generator, at least 48 hours prior to work being done.
- 3.20 Local Government shall immediately notify NCTCOG Operations Specialist of any power or generator outages. If the outage affects the 9-1-1 system, trouble reporting procedures should be followed.

- 3.21 For Local Governments that have administrative telephone system integration with NCTCOG 9-1-1 equipment, NCTCOG requires a contingency plan identifying their back-up solution for the administrative telephone system. If a contingency plan is not provided to NCTCOG within 30 days of contract execution, NCTCOG reserves the right to remove the administrative phone lines from the 9-1-1 equipment.
- 3.22 Local Government shall notify the NCTCOG Technical Team by calling 888-311-3911. In addition, the Local Government may utilize one of the following methods:
 1. via email to support@nct911.org
 2. via the Trouble Ticket System (accessed by using the icon on the toolbar)
 3. <http://tracker.nctcog.org/scc>

Supplies

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

Training

Local Government shall:

- 3.24 Provide telecommunicators access to emergency communications equipment training as approved in NCTCOG’s Strategic Plan, or as determined by the Local Government.
- 3.25 These telecommunicators shall be scheduled for their 9-1-1 equipment training within 120 days of their hire date
- 3.26 Ensure that the 9-1-1 telecommunicators receive TDD/TTY training every six months as mandated by the Department of Justice. This can be achieved by completing the on-line TTY refresher modules within 45 days of issuance, or attend the 4 hour TDD/TTY course at NCTCOG, or Local Government hosted training.
- 3.27 Ensure that 9-1-1 PSAP Supervisory personnel or designee attend tri-yearly training/meetings offered at NCTCOG to keep the PSAP updated on current events. A minimum of two meetings per year are required for each PSAP.
- 3.28 Ensure that all telecommunicators have access to the NCTCOG 9-1-1 Training Website and abide by Texas Commission on Law Enforcement mandated rules and regulations for telecommunicator requirements.
- 3.29 Ensure that all telecommunicator attend a 9-1-1 equipment and technology refresher course every 2 years.

Facilities

- 3.30 Local Government shall meet minimum requirement for back room requirements. Must comply with specifications from NCTCOG (See Attachment C). Any expenses associated with this requirement are the responsibility of the PSAP.
- 3.31 Local Government’s equipment room and 9-1-1 communications area must maintain a temperature of 65-80 degrees Fahrenheit.

- 3.32 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.
- 3.33 Local Government shall provide current access or security policies to NCTCOG.
- 3.34 NCTCOG staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24 X 7 X 365 basis without prior notice.

Operations

Local Government shall:

- 3.35 Designate PSAP Supervisory personnel or designee and provide related contact information (to include after hour contact information) as a single point of contact for NCTCOG.
- 3.36 Coordinate with NCTCOG in the planning for, implementation and operation of all 9-1-1 equipment.
- 3.37 Monitor the 9-1-1 equipment and report any failures or maintenance issues immediately to the NCTCOG Technical Team through appropriate trouble reporting procedure.
- 3.38 Test all 9-1-1 and ancillary equipment for proper operation and user familiarity at least once per month.
- 3.39 Power cycles each 9-1-1 position at a minimum of 1 time per week.
- 3.40 Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per month.
- 3.41 Log all TDD/TTY calls, and fax copies to NCTCOG by the first of each month. If logs are not received by the 10th day of the month, documentation requesting the logs will be sent to the Chief /Sheriff. Copies shall also be made available upon request by NCTCOG and Department of Justice.
- 3.42 Limit access to all 9-1-1 equipment and related data only to authorized personnel.
- 3.43 Make no changes to 9-1-1 equipment, software, or programs without prior written consent from NCTCOG.
- 3.44 Make no changes or modifications to any configuration, software, or hardware provided by NCTCOG other than adding the agents and editing the auto-dial feature.
- 3.45 Provide a safe and healthy environment for all 9-1-1 telecommunicators, which enhance proper use and maintenance of 9-1-1 equipment.
- 3.46 Provide upon request any testing documentation or applicable paperwork required by CSEC and NCTCOG within 24 hours.
- 3.44 The PSAP shall keep at least one 10-digit emergency telephone number that is not part of an automated system to be used for 9-1-1 transfer calls and default routing. These numbers shall be answered by a live person 24 hours a day, 7 days a week and should have the ability to be call forwarded. Any change in this 10-digit emergency number shall be reported to NCTCOG in writing.
- 3.48 When the verification process produces incorrect ANI/ALI information, the telecommunicator shall make the correction immediately or after the call has been released. If the call has been released, the data will remain for approximately ten minutes or until the next call is received. However, the ALI can be retrieved by

- going to the released calls in the list module. At which time it is possible to manually fill out the discrepancy form and fax to NCTCOG.
- 3.49 Incomplete ANI/ALI Problem Call Reports returned to PSAP shall be completed and faxed back to NCTCOG within 72 hours.
 - 3.50 Test calls to clear ANI/ALI Problem Call Reports shall be made by PSAP within 24 hours. *Problems shall be reported on a new ANI/ALI Problem Call Report and faxed to NCTCOG.*
 - 3.51 Medical providers and other agencies that require frequent transfers during 9-1-1 calls must have and utilize a toll free transfer number.
 - 3.52 Notification of change in medical, law enforcement or fire responders shall be made in writing to NCTCOG at least 45 days prior to change.
 - 3.53 Submit a signed Manual ALI Query form to NCTCOG annually and agree to use ALI lookup feature only in the handling and processing of an emergency telephone call.
 - 3.54 Each PSAP shall submit an emergency plan for 9-1-1 communications. This plan shall be accessible to NCTCOG staff upon request.
 - 3.55 The PSAP shall have documented procedures for the transfer of administration lines where call center evacuation is required.
 - 3.56 Comply with NCTCOG policy and procedures for PSAP moves/changes posted the NCTCOG Website.
 - 3.57 PSAP Agency should have adequate personnel trained and available to operate the generator when needed.
 - 3.58 PSAP Agency shall be able to engage NCTCOG owned UPS bypass switch, where applicable.
 - 3.59 It is recommended that PSAP Agency shall have generator tested at least monthly, and load tested at least once a year, to insure that all NCTCOG equipment remains functional.
 - 3.60 All telecommunicators shall re-transmit all wireless calls to receive most accurate caller location.
 - 3.61 PSAP Agency shall keep on file the proper trouble ticketing log, provided by NCTCOG, to document ticketing information when reporting to NCTCOG Tech Support issues with issues on the 9-1-1 equipment. It is not required for the PSAP Agency to turn in this report on a monthly basis, but to keep as a reference at their level. NCTCOG reserves the right to request these trouble logs at any time. Trouble ticket logs must be kept for the duration of the inter local agreement.
 - 3.62 The make busy shall only be activated in emergency or evacuation situations.

Performance Monitoring

- 3.63 Local Government agrees to fully cooperate with all reasonable monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the deliverables specified in this contract, and as outlined in Program Deliverables noted above.

Article 4: Procurement

- 4.1 NCTCOG may purchase, lease, or otherwise procure, on Local Government's behalf the 9-1-1 and/or database maintenance/GIS equipment, software, services, and other items described in the current Strategic Plan.

- 4.2 NCTCOG and the Local Government agree to use competitive procurement practices and procedures similar to those required by state law for cities or counties, as well as CSEC Rule 251.8, *Guidelines for the Procurement of Equipment and Services with 9-1-1 Funds*.

Article 5: Database Maintenance/GIS

All counties provide NCTCOG with database maintenance services; the Local County Government agrees to abide by all conditions of this contract, with the addition of the following stipulations:

- 5.1 Signature of this agreement serves as a commitment to NCTCOG to continue addressing, database maintenance, and GIS activities in accordance with the approved strategic plan as a condition of the receipt of 9-1-1 funds as prescribed by NCTCOG's Strategic Plan.
- 5.2 Meet the GIS requirements (Attachment D) set forth by NCTCOG in order to receive reimbursement. These requirements may be revised annually. If the Local Government cannot meet these requirements, the planned funds shall be used by NCTCOG to procure those services for said local government.
- 5.3 County Addressing Offices must coordinate GIS information from every city in their county to achieve and maintain one clean and consistent county map.
- 5.4 Provide NCTCOG with budgets, quarterly reports of finance.

Database Maintenance/GIS Deliverables

Local Government agrees to provide and maintain database maintenance functions in return for funding through NCTCOG and CSEC, within the guidelines of the Strategic Plan, as funds become available, and with approval of CSEC. At a minimum, Local Government agrees to:

- 5.5 Select a 9-1-1 Database Maintenance Coordinator to serve as a single point of contact for NCTCOG.
- 5.6 Coordinate addressing activities within the Local Government's jurisdiction.
- 5.7 Assign street addresses and ranges, name streets and resolve addressing conflicts and problems.
- 5.8 Provide a physical address to any citizen requesting same as long as doing so complies with local policies/procedures/ordinances.
- 5.9 Establish efficient procedures for updating and maintaining all addressing data through review and revisions due to changes in Local Government ordinances and/or subdivision regulations.
- 5.10 Verify and certify all 9-1-1 ALI database information for accuracy as requested by the current statewide database provider within five working days.
- 5.11 Provide NCTCOG MSAG changes, inserts or deletes via a web-based product maintained by the current database provider.
- 5.12 Maintain addressing/database equipment and data as prescribed in Article 3, Program Deliverables - 9-1-1 & Addressing Equipment & Data (above).
- 5.13 Adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining 9-1-1 and Addressing databases (Article 3.12 above).

- 5.14 Adhere to proper procurement procedures as referenced in Article 4 (above).
- 5.15 Request reimbursement for expenditures from NCTCOG on a quarterly basis for salary, rent, utilities, postage, communications, supplies, travel, training, maintenance and other expenses approved by NCTCOG.
- 5.16 Cooperate with all monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the database maintenance deliverables specified in this contract, and as outlined in Performance Measures attached.
- 5.17 Maintain Inventory of equipment purchased with 9-1-1 funds.
- 5.18 Process and return requests for information (i.e. B-forms, error reports) from NCTCOG within three business days.
- 5.19 Protect the confidentiality of addressing databases and of information furnished by telecommunications providers, and notify NCTCOG in writing within two business days of the receipt of a request for addressing databases or information made under the Texas Public Information Act.
- 5.20 Notify NCTCOG in writing at least 30 days prior to a 9-1-1 Office move.
- 5.21 Must meet NCTCOG's current GIS requirements.

Article 6: Financial

As authorized in Chapter 771 of the Texas Health & Safety Code, Sections 771.055, 771.056, 771.071, 771.072 and 771.075:

- 6.1 NCTCOG shall develop a plan to meet Local Government needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established and approved by the CSEC.
- 6.2 The provisioning of 9-1-1 service throughout the region shall be funded by emergency service fees and/or equalization surcharge, based upon state appropriations.
- 6.3 Allowable and disallowed expenditures shall be determined by the appropriations, rules, policies and procedures as established by the CSEC, and as provided for the Local Government in NCTCOG's approved Strategic Plan.
- 6.4 If applicable, NCTCOG will reimburse Local Government for allowable database maintenance costs established in the Strategic Plan approved by CSEC.

Article 7: Records

- 7.1 Local Government agrees to maintain financial and any other 9-1-1 documentation adequate to document its performance, costs, and receipts under this contract. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years. Local government may request in writing to maintain these records electronically, if that technology is in place.
- 7.2 For the purpose of reimbursement, Local Government shall maintain sufficient records detailing the significant history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years.

- 7.3 Local Government agrees to preserve the records for three years after receiving final payment under this contract. If an audit of or information in the records is disputed or the subject of litigation, Local Government agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract;
- 7.4 NCTCOG and/or Commission are entitled to inspect and copy, during normal business hours at Local Government's offices, the records maintained under this contract for as long as they are preserved. NCTCOG is also entitled to visit Local Government's offices, talk to its personnel, and audit its applicable 9-1-1 records, all during normal business hours, to assist in evaluating its performance under this contract;
- 7.5 The Commission and the Texas State Auditor have the same inspection, copying, and visitation rights as NCTCOG.
- 7.6 In terms of 9-1-1 records, excluding financial, Local Government shall comply with their own retention schedule, as per state statute.

Article 8: Nondiscrimination and Equal Opportunity

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

Article 9: Dispute Resolution

- 9.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 10.1 - 10.4, until they have exhausted the procedures set out in these paragraphs.
- 9.2 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 9.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to a mutually designated legal mediator. Each party shall pay half the cost of the mediation services.
- 9.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Article 10: Suspension for Unavailability of Funds

- 10.1 Local Government acknowledges that NCTCOG's sole source of funding for this contract is the 9-1-1 fees collected by service providers and received by the state Comptroller's Office. If fees sufficient to pay Local Government under this contract

are not paid to NCTCOG, or if the CSEC does not authorize NCTCOG to use the fees to pay Local Government, NCTCOG may suspend payment to monthly bills for 9-1-1 equipment by giving Local Government notice of the suspension. The suspension is effective 10 calendar days after Local Government's receipt of the notice. Upon suspension of payment, Local Government's obligations under this contract are also suspended until NCTCOG resumes payment.

Article 11: Notice to Parties

- 11.1 Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 11.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 11.3.
- 11.2 NCTCOG's address is:
P. O. Box 5888, Arlington, TX 76005-5888,
Attention: Executive Director.
- 11.3 Local Government's address is:
Navarro County Courthouse
300 West 3rd Ave, Suite 101
Corsicana, TX 75110.0
Attention: Judge H.M. Davenport
- 11.4 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 12: Effective Date and Term of Contract

- 12.1 This contract takes effect on September 1, 2013 on behalf of NCTCOG and Local Government, and it ends on August 31, 2015. Should for any reason Local Government withdraws from the E9-1-1 Service system prior to the end of the full term of this contract, in addition to all other remedies available to NCTCOG under state law and this contract, NCTCOG may seek a return of all 9-1-1 equipment purchased with 9-1-1 funds in the possession of Local Government. In the event of such withdrawal, both parties agree to work in good faith to establish a fair and equitable transition plan so as to assure continued emergency services to the citizens of Local Government.

Article 13: Miscellaneous

- 13.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

13.2 This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

13.3 Rules, Program Policy Statements, and Best Practices of CSEC as well as Chapter 771, Health and Safety Code, State Administration of Emergency Communications can be found on the CSEC website: <http://www.911.state.tx.us>. If unable to access, please contact NCTCOG 9-1-1 Program Offices for copies.

13.4 The following Attachments are part of this contract:

- Contract for 9-1-1 Services between NCTCOG and CSEC (Attachment A)
- Manual ALI Query Request (Attachment B)
- NCTCOG Equipment Room Site Requirement (Attachment C)
- NCTCOG Move, Add or Change Procedure (Posted on NCTCOG.ORG)
- NCTCOG GIS Requirements (Attachment D)
- Text to 9-1-1 Testing Requirements (Attachment E) where applicable


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

13.5 This contract is executed in duplicate originals.

NAVARRO COUNTY

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Judge H.M. Davenport
Navarro County



Mike Eastland
Executive Director

Date

Date

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 emergency services throughout the state, and North Central Texas Council of Governments ("RPC") is charged with the responsibility to provide these services in its region. Providing these services requires a partnership among and cooperative efforts by the Commission, the RPC, and the local governments represented on the RPC's governing body.
- 1.2 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 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 (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).
- 2.3 The Commission may adopt new policies, procedures and rules and amend its existing policies, procedures and rules subject to applicable law. Any new or amended policy or procedure (other than an adopted rule) shall be enforceable against the RPC 30 days following the date of its adoption, unless the Commission finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately against the RPC. The Commission shall provide the RPC written notice of all new or amended policies, procedures and interpretations of Commission rules within a reasonable time after same are adopted by the Commission.
- 2.4 The RPC shall repay any 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

- (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 shall use competitive procurement practices and procedures similar to those required by applicable law in connection with the procurement of any items to be obtained with 9-1-1 funds.

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 As provided by applicable law, a state agency shall distribute grants on a reimbursement basis, or as needed, unless otherwise provided by statute or otherwise determined by the grantor agency to be necessary for the purposes of the grant.
- 7.2 Quarterly disbursement of 9-1-1 funds to the RPC shall be made on a cost reimbursement basis according to applicable law. If the RPC's funding is depleted before the end of a fiscal quarter, a financial emergency funding request may be made by the RPC to the Commission (see Article 8. RPC Emergency Funding).
- 7.3 The Commission has determined that a proper public purpose is served by providing start-up funding, at the beginning of each fiscal year, to the RPC for payment of operating costs of the region's 9-1-1 system. Start-up funding to the RPC from the Commission may be made at the beginning of each fiscal year. The Commission shall provide start-up funds to the RPC according to applicable law. Start-up funding is defined as 9-1-1 funds allocated to the RPC to pay initial fiscal year 9-1-1 program expenses, prior to the first quarterly reimbursement request being received. Any remaining 9-1-1 funds 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 Funding

- 8.1 Notwithstanding the requirements in Article 7, the Commission may distribute in accordance with Commission policy allocated 9-1-1 funds to the RPC upon demonstration and documentation that a financial emergency exists that will compromise the provisioning 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 current and normal 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 assistance of these additional funds, would result in a compromise of the 9-1-1 system or impact public safety. A financial emergency would arise, and public safety compromised, if the 9-1-1 system was terminated due to non-payment of invoices.
- 8.3 Emergency 9-1-1 funds may be distributed 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.

Article 10. Reporting Requirements

- 10.1 The RPC shall submit financial and performance information and reports regarding 9-1-1 service and administration to the Commission. The RPC shall provide the reporting information in accordance with applicable law and generally accepted accounting principles. 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; and
 - (b) Information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC.
- 10.2 The RPC shall be responsible for collecting and reporting efficiency data on the operation of each of the 9-1-1 answering points within its region. The RPC shall submit such information to the Commission at least once per quarter of each fiscal year, according to applicable law.

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.

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.

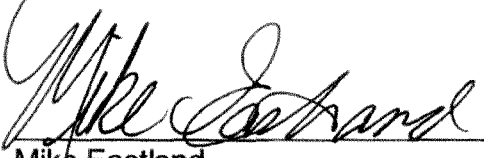
- 13.5 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations shall be made a part of this Contract by way of Attachment A, *Recipient 9-1-1 Costs Summary*.
- 13.6 The RPC shall provide, at a minimum, the Commission with all reports and/or information as required by applicable law.
- 13.7 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.
- 13.8 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.
- 13.9 Any alterations, additions, or deletions to the terms of this Contract shall be made by amendment hereto in writing and executed by both parties to this Contract.
- 13.10 This Contract takes effect on September 1, 2011, and shall terminate on August 31, 2013.

AGREED TO:



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

 8/18/11
 Date



 Mike Eastland
 Executive Director
 North Central Texas Council of Governments
 P. O. Box 5888
 Arlington, Texas 76005

 8/21/11
 Date

Attachment B
Manual ALI Agreement

North Central Texas Council of Governments

Regional 9-1-1 Program

Manual ALI Request Form

PSAP Name: Navarro County Sheriffs Office

Date: _____

This letter is to request that the "manual ALI Query" feature be enabled at Navarro County Sheriffs Office.

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

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

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

Please mail, fax or email this form back no later than September 15, 2013 to:

North Central Texas Council of Governments
9-1-1 Program
PO Box 5888
Arlington, Texas 76005-5888

~or~

Fax: 817-640-7492

~or~

Email: hperez@nctcog.org Subject: Interlocal Agreement-Manual ALI Agreement

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

Chief / Sheriff

Date

Communications Supervisor / Manager

Date

Attachment C
NCTCOG Equipment Room Site Requirements

- Lighting should provide 50 to 75 foot-candles measured 30" above the equipment room floor.

Grounding:

- A single point, isolated ground is required unless superceded by local code. The source should be XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous, with no splices or junctions.
- Conductors must be no load, non-current carrying.

Electrical:

- Electrical service panel should be located in the equipment room.
- Voltage required is 208/120 V three phase; four wire "wye" service or 240/120 single phase 4 wire "delta" service.
- A dedicated transformer is preferred however a shared transformer or distribution is acceptable.
- IGL6-15, 20 or 30 receptacles are required and the ground must terminate on the IG buss.
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.

Attachment D
Text to 9-1-1 Service Agreement (If Applicable)

Attachment E
NCTCOG GIS Requirements

North Central Texas Council of Governments
Requirements for Database & GIS Maintenance
September 1, 2013 to August 31, 2015

The County shall coordinate 9-1-1 GIS activities within the County and municipalities in the County to develop and enhance the 9-1-1 GIS coverage required for mapped ALL. The coordinator must develop, compile and maintain current, seamless Countywide coverage for street centerlines, address points, ESNs, 9-1-1 communities and city limits in both the incorporated and unincorporated areas of the County.

The County shall provide to the NCTCOG 9-1-1 GIS analyst data with 100% complete attribution for all map graphics with the following information:

- Street centerlines spatially accurate to within + or – 10 feet verified by GPS and drawn or pointing in the correct direction for the corresponding address range;
 - The following data at a minimum will be incorporated:
 - Pre-directional
 - Street Name
 - Type
 - Post Directional
 - 9-1-1 Community Boundary both left and right
 - Address Ranges (left from, right from, left to, right to)
 - ESN Boundary both left and right
 - County Boundary
- Addressed structure center points spatially accurate to within + or – 25 feet;
 - The following fields at a minimum will be incorporated:
 - Structure Number
 - Structure Street Name
 - Structure 9-1-1 Community Name
 - Latitude Coordinate
 - Longitude Coordinate
- ESN polygons spatially accurate to within + or – 50 feet of their true location
 - The following fields at a minimum will be incorporated:
 - Emergency Service Number (ESN)
 - Law Responders
 - Fire Responders
 - Medical Responders
- 9-1-1 Community polygons spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be incorporated:
 - 9-1-1 Community Name
- City Limit polygons spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be incorporated:
 - City Name

County must notify NCTCOG in writing within two business days in order to facilitate the development of an appropriate response.

The County shall resolve any discrepancies between GIS layer databases and the MSAG database, as determined necessary by NCTCOG through its regular validation testing. Upon correction of any identified errors, the County will notify NCTCOG 9-1-1 Program, in writing, that the discrepancies have been corrected and will be included on the next update.

The County shall resolve any discrepancies between GIS layer databases and the information displayed at the PSAP as reported by a call taker. Upon correction of any identified errors, the County will notify NCTCOG 9-1-1 Program, in writing, that the discrepancies have been corrected and will be included on the next update.

GIS Accuracy Based Reimbursement

NCTCOG shall provide reimbursement to mapping entities in an effort to alleviate and/or severely reduce the number of MSAG to GIS database mismatching records. NCTCOG's goal is to achieve 98% accuracy within the fiscal year 2011 of the reimbursement program.

In the fiscal year 2011 the program will focus on reducing mismatching records by establishing funding levels for each county. The error rate will be broken into two categories; county and city. Quarterly targets shall be established and monitored monthly to ensure the effort is on track.

In cases where the rate of improvement does not track with achieving the 98% target, corrective action will be discussed with the county. This may include using allocated reimbursement funds to obtain outside help to meet the target.

NCTCOG's annual reimbursement to mapping entities shall be divided into four categories: Maintenance (Base), Maintenance (Variable), Remediation and Projects.

NCTCOG shall fund each category with the approximate percentage of available funds shown below:

Category	Percentage
Maintenance Base	25
Maintenance Variable	25
Remediation	40
Projects	10

- b. Total number of county records
 - c. Total number of city records within the county
 - d. Percent mismatch in the county database
 - e. Percent mismatch in the database for each city within the county
2. The county shall establish a project plan identifying city database(s) involved, the process for resolving mismatches, specific improvement targets and the process for ongoing maintenance of the data.
 3. NCTCOG shall set-up Project Kickoff meeting where the overall reimbursement plan will be presented and discussed. All counties shall be invited.
 4. The county shall execute the project plan including results in the aforementioned monthly report to NCTCOG.

NCTCOG shall monitor the county reports to determine results are on track to meet the overall objective. Should the results indicate targets are not being met, NCTCOG shall contact the county to discuss progress and a remedial plan to get back on track. This remedial plan may include utilizing funds to acquire outside assistance.

requirements.

- **Road network:** NCTCOG strongly encourages a bi-directional capture of Street Centerlines comprising the road network. Driving both up and down each street segment in either direction will improve the accuracy of the road network that is used in all of the region's PSAPs.
- **Address structures:** Accuracy in 9-1-1 caller location and response time can be improved greatly when an address structure location is captured using a GPS. The X,Y coordinate makes for increased accuracy of Address Location Information (ALI). Methodology will include the capture of a point at the entrance of the driveway of every structure. It is highly recommended that the point later be spatially adjusted in the GIS by moving the point to the rooftop of the structure in accordance with recommendations by L.R. Kimball and Associates.

In accordance with recommendations by L.R. Kimball and Associates, NCTCOG's 9-1-1 Program requires maintenance and preservation of spatial relationships between features sharing coincident geometry. For example, Municipal Boundaries partially define Emergency Service Zone (ESZ) boundaries, and where this happens, the polygons should precisely match each other vertex-by-vertex. Another example is where segments of the road network define municipal boundaries. Where this happens, the polygon shall precisely follow the road network segments vertex-by-vertex. Other spatial relationships that must be preserved are street intersections. Where a road network segment intersects with at least one additional road network segment, all segments must converge at the same node. Likewise, road network segments must be split at the precise boundaries of counties, cities, Master Street Address Guide (MSAG) communities (if applicable), ESZ boundaries and postal boundaries, and the ends of the resulting segments must converge at the same node.

In accordance with recommendations by L.R. Kimball and Associates, NCTCOG's 9-1-1 Program requires the inclusion of driveways (with proper attribution) in the road network layer under the following circumstances: 1) the driveway is over 500 feet long, or 2) a structure that is accessed by the driveways is obscured when viewed from the road.

The County's Current Addressing Processes documentation must be available for review by county employees, elected county officials, and county residents upon request. At a minimum, the Current Addressing Processes will include:

- The County's Addressing Policy, which includes the addressing scheme and road naming conventions in use by the County
- Documentation of known violations of the County's addressing policy sufficient to abrogate the County Addressing Coordinator and NCTCOG from liability
- Updated contact information for local addressing authorities
- Addressing policies in use by other local addressing authorities within the County

NCTCOG's 9-1-1 Program strongly recommends that County permitting processes require the County Addressing Coordinator to reject proposed street names on final development plats (and optionally preliminary development plats) that are in violation of the County's Addressing Policy. Additionally, the County Addressing Coordinator shall

In accordance with CSEC Rule 251.9 – Guidelines for Database Maintenance³, the County shall submit a database maintenance plan and budget incorporating all NCTCOG 9-1-1 program requirements, as well as local activities, at the beginning of each fiscal year.

In accordance with CSEC Rule 251.9 – Guidelines for Database Maintenance³, the County will be responsible for submitting and maintaining quarterly budget reports with required documentation to NCTCOG's 9-1-1 fiscal analyst. These reports are due to NCTCOG's 9-1-1 fiscal analysts by the 10th day of each month following the end of the quarter.

The County Addressing Coordinator is strongly encouraged to attend regularly scheduled meetings at NCTCOG.

The County will resolve any discrepancies between the MSAG database and the GIS, as determined necessary by NCTCOG through its regular validation testing. Upon correction of any identified errors, the County will notify NCTCOG's 9-1-1 Program, in writing, that the discrepancies have been corrected and will be included in the next update.

The Addressing Coordinator shall track County Commissioner's Court and City Council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County Commissioner's Court or City Council takes a course of action that would interfere with or be inconsistent with the County's Current Addressing Processes, the County must notify NCTCOG in writing within two business days in order to jointly develop an appropriate response.

¹http://www.nena.org/media/File/02-014_20070717.pdf

²<http://www.911.state.tx.us/files/pdfs/CSEC%20GIS%20and%20Mapping%20BP%20FINAL%20Commission%20Approved.pdf>

³[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=12&ch=251&rl=9](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=12&ch=251&rl=9)

**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND
NAVARRO COUNTY
FOR E9-1-1 SERVICE, EQUIPMENT, ADDRESSING AND DATABASE MAINTENANCE**

Article 1: Parties & Purpose

- 1.31 The North Central Texas Council of Governments (hereafter NCTCOG) 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. NCTCOG has developed a Strategic Plan (Plan) to establish and maintain 9-1-1 emergency telephone service in State Planning Region 4, and the Commission on State Emergency Communications (CSEC) has approved its current Plan.
- 1.32 Navarro County is a local government that operates one or more Public Service Answering Points (PSAPs) that assist in implementing the Plan as authorized by Chapter 771 of the Health and Safety Code.
- 1.33 Navarro County (hereafter Local Government) is a local government that is authorized to perform addressing activities under the County Road and Bridge Act.
- 1.34 The local government is required to perform database maintenance activities per this agreement.
- 1.35 This contract is entered into between NCTCOG and Local Government under Chapter 791 of the Government Code so that Local Government can participate in the enhanced 9-1-1 emergency telephone system in the region and perform database maintenance activities.
- 1.36 The Commission on State Emergency Communications (CSEC or Commission), as authorized by the Health & Safety Code, Chapter 771, is the oversight and funding authority for regional councils implementing 9-1-1 and addressing/addressing maintenance services through local governments.

Article 2: Stipulations

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

- 2.1 To comply with applicable provisions of the State of Texas Uniform Grant Management Standards (GUMS);
- 2.2 That NCTCOG and/or the Commission may withhold, decrease, or seek the return of or reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law and/or CSEC Rules;
- 2.3 That Local Government shall return or reimburse NCTCOG and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law and/or CSEC Rules;
- 2.4 That such return or reimbursement of 9-1-1 funds to NCTCOG and/or the Commission, as applicable, shall be made by the Local Government within 60 days

- after demand by NCTCOG or Commission, unless an alternative repayment plan is approved by NCTCOG and then submitted to the Commission for approval;
- 2.5 To comply with the Uniform Grant Management Standards (GUMS), applicable law and/or CSEC Rules, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds; in connection with the provisions of 9-1-1 service (9-1-1 equipment);
 - 2.6 To maintain a current inventory of all 9-1-1 equipment consistent with Uniform Grant Management Standards (GUMS), applicable law and/or CSEC Rules;
 - 2.7 To reimburse NCTCOG and/or Commission for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse or negligence by PSAP employees or other persons; or acts of nature or war, though this provision shall not include ordinary wear and tear or ordinary day to day use of equipment;
 - 2.8 That NCTCOG and Local Government shall maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to such Local Government and all 9-1-1 funds spent by such Local Government for 9-1-1 service, with specific detail for 9-1-1 funds received or spent relating to database maintenance activities, and consistent with Uniform Grant Management Standards (GUMS), applicable law and/or CSEC Rules, and as approved in NCTCOG's current strategic plan;
 - 2.9 That the Commission or its duly authorized representative and NCTCOG shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the Local Government or by any other entity that has performed or will perform database maintenance activities;
 - 2.10 To recognize that the Commission reserves the right to perform on-site monitoring of NCTCOG and/or its performing Local Government for compliance with applicable law, and NCTCOG and Local Government agree to cooperate fully with such on-site monitoring;
 - 2.11 To provide a commitment by the Local Government to continue addressing, database maintenance activities and meet the NCTCOG GIS requirements in accordance with the approved Plan (including any approved amendments) as a condition of the receipt of 9-1-1 funds as prescribed by NCTCOG's Strategic Plan.

Article 3: Program Deliverables – 9-1-1 & Database Maintenance/GIS Equipment & Data

Local Government agrees to comply with all applicable law, CSEC Rules and NCTCOG policies, as they pertain to the 9-1-1 Program administered by NCTCOG, in providing the following deliverables to this contract. To the extent that NCTCOG policies are not consistent with applicable law, the applicable law prevails.

Ownership, Transference & Disposition

- 3.1 NCTCOG shall establish ownership of all 9-1-1 and ancillary equipment procured with 9-1-1 funds as defined herein, and located within the Local Government's jurisdiction. NCTCOG may maintain ownership, or it may transfer ownership to the Local Government. Before any such transfer of ownership, NCTCOG will evaluate the adequacy of controls of Local Government to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the ancillary equipment identified in paragraph 3.2c below, may or may not be procured by

- NCTCOG on behalf of Local Government, according to NCTCOG's Strategic 9-1-1 Plan.
- 3.2 The basic equipment categories are:
- p. 9-1-1 Equipment
 - xi. Customer Premise Equipment (CPE) – telephone equipment located at the PSAPs which may include telephones, integrated workstations, servers, ANI controllers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery to the PSAP;
 - xii. Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
 - q. Database Maintenance/GIS Equipment
 - xxxi. Computers – hardware and software
 - xxxii. Digitizers, Printers and Plotters
 - xxxiii. Road Sign Machines and Materials
 - xxxiv. GPS Receivers and software
 - xxxv. Distance Measuring Devices (DMD)
 - xxxvi. GIS Workstations and software
 - r. Ancillary Equipment
 - xi. Uninterruptible Power Supply (UPS)
 - xii. Recorders

- 3.3 Transfer-of-ownership documents shall be prepared by NCTCOG and signed by both parties upon transference of ownership of any ancillary or database maintenance equipment, in accordance with UGMS and the State Comptroller of Public Accounts. NCTCOG shall maintain ownership of 9-1-1 Customer Premise Equipment (CPE).
- 3.4 The local government shall provide adequate insurance policies on such equipment to provide for the replacement of the equipment in cases of losses due to anything other than daily use and normal wear and tear. The local government shall provide written proof of this insurance to NCTCOG annually.
- 3.5 Local Government is responsible for notifying NCTCOG upon disposition of equipment due to obsolescence, failure, or other planned replacement, transfer documents. Capital Recovery Asset Disposal Notices (as required by CSEC Rule 251.5) shall be prepared by NCTCOG in accordance with UGMS and the State Comptroller of Public Accounts.

Inventory

- 3.6 NCTCOG shall maintain property records, reconciled to the Local Government's general ledger account at least once per year, in accordance with CSEC Rule 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*, UGMS, and the State Property Accounting Policy and Procedures Manual.
- 3.7 The owner of the ancillary and database maintenance/GIS equipment, or the party to whom responsibility is assigned, shall cooperate with NCTCOG to provide inventory information for the Annual Certification of 9-1-1 Program Assets, as required by CSEC Rules 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*.
- 3.8 A physical inventory shall be conducted annually by NCTCOG.

- 3.9 Any lost or stolen equipment shall be reported to NCTCOG as soon as possible, and shall be duly investigated by Local Government and NCTCOG immediately.

Security

- 3.10 Local Government will comply with Criminal Justice Information Services (CJIS) Security Policy Version 5.0 dated 02/09/11 (CJISD-ITS-DOC-08140-5.0) as a minimum security mandate for Customer Premise Equipment/Integrated or Workstations. A signed copy of the agreement must be available for inspection at all times
- 3.11 Local Government will protect the CPE, ancillary and database Maintenance/GIS equipment by implementing measures that secure the premises (including equipment room) of its PSAPs or addressing office against unauthorized entrance or use.
- 3.12 Local Government will operate within local standard procedures and take appropriate security measures as may be necessary to ensure that non-CSEC approved third-party software applications cannot be integrated into the PSAP(s)' Customer Premise Equipment/Integrated or Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*.
- 3.13 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of NCTCOG. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by NCTCOG.
- 3.14 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 Addressing databases.
- 3.15 Local Government mandates each person who is authorized to receive, store, process, and/or transmit Customer Premise Information must have a unique identification login and be logged into such equipment identifying their legitimacy for use.
- 3.16 Local Governments shall insure that no personnel access the USB ports on the CPE equipment.

Maintenance

- 3.17 NCTCOG shall practice preventive maintenance on all NCTCOG owned or leased CPE, database maintenance and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary. NCTCOG shall also be responsible for any maintenance costs on the before mentioned equipment.
- 3.18 Local Government will maintain 9-1-1 equipment and areas by ensuring cleanliness.
- 3.19 Local Government shall notify NCTCOG Operations Specialist when there is any scheduled maintenance on commercial power backup generator, at least 48 hours prior to work being done.
- 3.20 Local Government shall immediately notify NCTCOG Operations Specialist of any power or generator outages. If the outage affects the 9-1-1 system, trouble reporting procedures should be followed.

- 3.21 For Local Governments that have administrative telephone system integration with NCTCOG 9-1-1 equipment, NCTCOG requires a contingency plan identifying their back-up solution for the administrative telephone system. If a contingency plan is not provided to NCTCOG within 30 days of contract execution, NCTCOG reserves the right to remove the administrative phone lines from the 9-1-1 equipment.
- 3.22 Local Government shall notify the NCTCOG Technical Team by calling 888-311-3911. In addition, the Local Government may utilize one of the following methods:
1. via email to support@nct911.org
 2. via the Trouble Ticket System (accessed by using the icon on the toolbar)
 3. <http://tracker.nctcog.org/scc>

Supplies

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

Training

Local Government shall:

- 3.24 Provide telecommunicators access to emergency communications equipment training as approved in NCTCOG's Strategic Plan, or as determined by the Local Government.
- 3.25 These telecommunicators shall be scheduled for their 9-1-1 equipment training within 120 days of their hire date
- 3.26 Ensure that the 9-1-1 telecommunicators receive TDD/TTY training every six months as mandated by the Department of Justice. This can be achieved by completing the on-line TTY refresher modules within 45 days of issuance, or attend the 4 hour TDD/TTY course at NCTCOG, or Local Government hosted training.
- 3.27 Ensure that 9-1-1 PSAP Supervisory personnel or designee attend tri-yearly training/meetings offered at NCTCOG to keep the PSAP updated on current events. A minimum of two meetings per year are required for each PSAP.
- 3.28 Ensure that all telecommunicators have access to the NCTCOG 9-1-1 Training Website and abide by Texas Commission on Law Enforcement mandated rules and regulations for telecommunicator requirements.
- 3.29 Ensure that all telecommunicator attend a 9-1-1 equipment and technology refresher course every 2 years.

Facilities

- 3.30 Local Government shall meet minimum requirement for back room requirements. Must comply with specifications from NCTCOG (See Attachment C). Any expenses associated with this requirement are the responsibility of the PSAP.
- 3.31 Local Government's equipment room and 9-1-1 communications area must maintain a temperature of 65-80 degrees Fahrenheit.

- 3.32 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.
- 3.33 Local Government shall provide current access or security policies to NCTCOG.
- 3.34 NCTCOG staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24 X 7 X 365 basis without prior notice.

Operations

Local Government shall:

- 3.35 Designate PSAP Supervisory personnel or designee and provide related contact information (to include after hour contact information) as a single point of contact for NCTCOG.
- 3.36 Coordinate with NCTCOG in the planning for, implementation and operation of all 9-1-1 equipment.
- 3.37 Monitor the 9-1-1 equipment and report any failures or maintenance issues immediately to the NCTCOG Technical Team through appropriate trouble reporting procedure.
- 3.38 Test all 9-1-1 and ancillary equipment for proper operation and user familiarity at least once per month.
- 3.39 Power cycles each 9-1-1 position at a minimum of 1 time per week.
- 3.40 Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per month.
- 3.41 Log all TDD/TTY calls, and fax copies to NCTCOG by the first of each month. If logs are not received by the 10th day of the month, documentation requesting the logs will be sent to the Chief /Sheriff. Copies shall also be made available upon request by NCTCOG and Department of Justice.
- 3.42 Limit access to all 9-1-1 equipment and related data only to authorized personnel.
- 3.43 Make no changes to 9-1-1 equipment, software, or programs without prior written consent from NCTCOG.
- 3.44 Make no changes or modifications to any configuration, software, or hardware provided by NCTCOG other than adding the agents and editing the auto-dial feature.
- 3.45 Provide a safe and healthy environment for all 9-1-1 telecommunicators, which enhance proper use and maintenance of 9-1-1 equipment.
- 3.46 Provide upon request any testing documentation or applicable paperwork required by CSEC and NCTCOG within 24 hours.
- 3.44 The PSAP shall keep at least one 10-digit emergency telephone number that is not part of an automated system to be used for 9-1-1 transfer calls and default routing. These numbers shall be answered by a live person 24 hours a day, 7 days a week and should have the ability to be call forwarded. Any change in this 10-digit emergency number shall be reported to NCTCOG in writing.
- 3.48 When the verification process produces incorrect ANI/ALI information, the telecommunicator shall make the correction immediately or after the call has been released. If the call has been released, the data will remain for approximately ten minutes or until the next call is received. However, the ALI can be retrieved by

- going to the released calls in the list module. At which time it is possible to manually fill out the discrepancy form and fax to NCTCOG.
- 3.49 Incomplete ANI/ALI Problem Call Reports returned to PSAP shall be completed and faxed back to NCTCOG within 72 hours.
 - 3.50 Test calls to clear ANI/ALI Problem Call Reports shall be made by PSAP within 24 hours. *Problems shall be reported on a new ANI/ALI Problem Call Report and faxed to NCTCOG.*
 - 3.51 Medical providers and other agencies that require frequent transfers during 9-1-1 calls must have and utilize a toll free transfer number.
 - 3.52 Notification of change in medical, law enforcement or fire responders shall be made in writing to NCTCOG at least 45 days prior to change.
 - 3.53 Submit a signed Manual ALI Query form to NCTCOG annually and agree to use ALI lookup feature only in the handling and processing of an emergency telephone call.
 - 3.54 Each PSAP shall submit an emergency plan for 9-1-1 communications. This plan shall be accessible to NCTCOG staff upon request.
 - 3.55 The PSAP shall have documented procedures for the transfer of administration lines where call center evacuation is required.
 - 3.56 Comply with NCTCOG policy and procedures for PSAP moves/changes posted the NCTCOG Website.
 - 3.57 PSAP Agency should have adequate personnel trained and available to operate the generator when needed.
 - 3.58 PSAP Agency shall be able to engage NCTCOG owned UPS bypass switch, where applicable.
 - 3.59 It is recommended that PSAP Agency shall have generator tested at least monthly, and load tested at least once a year, to insure that all NCTCOG equipment remains functional.
 - 3.60 All telecommunicators shall re-transmit all wireless calls to receive most accurate caller location.
 - 3.61 PSAP Agency shall keep on file the proper trouble ticketing log, provided by NCTCOG, to document ticketing information when reporting to NCTCOG Tech Support issues with issues on the 9-1-1 equipment. It is not required for the PSAP Agency to turn in this report on a monthly basis, but to keep as a reference at their level. NCTCOG reserves the right to request these trouble logs at any time. Trouble ticket logs must be kept for the duration of the inter local agreement.
 - 3.62 The make busy shall only be activated in emergency or evacuation situations.

Performance Monitoring

- 3.63 Local Government agrees to fully cooperate with all reasonable monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the deliverables specified in this contract, and as outlined in Program Deliverables noted above.

Article 4: Procurement

- 4.1 NCTCOG may purchase, lease, or otherwise procure, on Local Government's behalf the 9-1-1 and/or database maintenance/GIS equipment, software, services, and other items described in the current Strategic Plan.

- 4.2 NCTCOG and the Local Government agree to use competitive procurement practices and procedures similar to those required by state law for cities or counties, as well as CSEC Rule 251.8, *Guidelines for the Procurement of Equipment and Services with 9-1-1 Funds*.

Article 5: Database Maintenance/GIS

All counties provide NCTCOG with database maintenance services; the Local County Government agrees to abide by all conditions of this contract, with the addition of the following stipulations:

- 5.11 Signature of this agreement serves as a commitment to NCTCOG to continue addressing, database maintenance, and GIS activities in accordance with the approved strategic plan as a condition of the receipt of 9-1-1 funds as prescribed by NCTCOG's Strategic Plan.
- 5.12 Meet the GIS requirements (Attachment D) set forth by NCTCOG in order to receive reimbursement. These requirements may be revised annually. If the Local Government cannot meet these requirements, the planned funds shall be used by NCTCOG to procure those services for said local government.
- 5.3 County Addressing Offices must coordinate GIS information from every city in their county to achieve and maintain one clean and consistent county map.
- 5.4 Provide NCTCOG with budgets, quarterly reports of finance.

Database Maintenance/GIS Deliverables

Local Government agrees to provide and maintain database maintenance functions in return for funding through NCTCOG and CSEC, within the guidelines of the Strategic Plan, as funds become available, and with approval of CSEC. At a minimum, Local Government agrees to:

- 5.5 Select a 9-1-1 Database Maintenance Coordinator to serve as a single point of contact for NCTCOG.
- 5.6 Coordinate addressing activities within the Local Government's jurisdiction.
- 5.7 Assign street addresses and ranges, name streets and resolve addressing conflicts and problems.
- 5.8 Provide a physical address to any citizen requesting same as long as doing so complies with local policies/procedures/ordinances.
- 5.9 Establish efficient procedures for updating and maintaining all addressing data through review and revisions due to changes in Local Government ordinances and/or subdivision regulations.
- 5.10 Verify and certify all 9-1-1 ALI database information for accuracy as requested by the current statewide database provider within five working days.
- 5.11 Provide NCTCOG MSAG changes, inserts or deletes via a web-based product maintained by the current database provider.
- 5.12 Maintain addressing/database equipment and data as prescribed in Article 3, Program Deliverables – 9-1-1 & Addressing Equipment & Data (above).
- 5.13 Adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining 9-1-1 and Addressing databases (Article 3.12 above).

- 5.14 Adhere to proper procurement procedures as referenced in Article 4 (above).
- 5.15 Request reimbursement for expenditures from NCTCOG on a quarterly basis for salary, rent, utilities, postage, communications, supplies, travel, training, maintenance and other expenses approved by NCTCOG.
- 5.16 Cooperate with all monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the database maintenance deliverables specified in this contract, and as outlined in Performance Measures attached.
- 5.17 Maintain Inventory of equipment purchased with 9-1-1 funds.
- 5.18 Process and return requests for information (i.e. B-forms, error reports) from NCTCOG within three business days.
- 5.19 Protect the confidentiality of addressing databases and of information furnished by telecommunications providers, and notify NCTCOG in writing within two business days of the receipt of a request for addressing databases or information made under the Texas Public Information Act.
- 5.20 Notify NCTCOG in writing at least 30 days prior to a 9-1-1 Office move.
- 5.21 Must meet NCTCOG's current GIS requirements.

Article 6: Financial

As authorized in Chapter 771 of the Texas Health & Safety Code, Sections 771.055, 771.056, 771.071, 771.072 and 771.075:

- 6.1 NCTCOG shall develop a plan to meet Local Government needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established and approved by the CSEC.
- 6.2 The provisioning of 9-1-1 service throughout the region shall be funded by emergency service fees and/or equalization surcharge, based upon state appropriations.
- 6.3 Allowable and disallowed expenditures shall be determined by the appropriations, rules, policies and procedures as established by the CSEC, and as provided for the Local Government in NCTCOG's approved Strategic Plan.
- 6.4 If applicable, NCTCOG will reimburse Local Government for allowable database maintenance costs established in the Strategic Plan approved by CSEC.

Article 7: Records

- 7.1 Local Government agrees to maintain financial and any other 9-1-1 documentation adequate to document its performance, costs, and receipts under this contract. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years. Local government may request in writing to maintain these records electronically, if that technology is in place.
- 7.2 For the purpose of reimbursement, Local Government shall maintain sufficient records detailing the significant history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years.

- 7.3 Local Government agrees to preserve the records for three years after receiving final payment under this contract. If an audit of or information in the records is disputed or the subject of litigation, Local Government agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract;
- 7.4 NCTCOG and/or Commission are entitled to inspect and copy, during normal business hours at Local Government's offices, the records maintained under this contract for as long as they are preserved. NCTCOG is also entitled to visit Local Government's offices, talk to its personnel, and audit its applicable 9-1-1 records, all during normal business hours, to assist in evaluating its performance under this contract;
- 7.5 The Commission and the Texas State Auditor have the same inspection, copying, and visitation rights as NCTCOG.
- 7.6 In terms of 9-1-1 records, excluding financial, Local Government shall comply with their own retention schedule, as per state statute.

Article 8: Nondiscrimination and Equal Opportunity

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

Article 9: Dispute Resolution

- 9.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 10.1 – 10.4, until they have exhausted the procedures set out in these paragraphs.
- 9.2 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 9.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to a mutually designated legal mediator. Each party shall pay half the cost of the mediation services.
- 9.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Article 10: Suspension for Unavailability of Funds

- 10.1 Local Government acknowledges that NCTCOG's sole source of funding for this contract is the 9-1-1 fees collected by service providers and received by the state Comptroller's Office. If fees sufficient to pay Local Government under this contract

are not paid to NCTCOG, or if the CSEC does not authorize NCTCOG to use the fees to pay Local Government, NCTCOG may suspend payment to monthly bills for 9-1-1 equipment by giving Local Government notice of the suspension. The suspension is effective 10 calendar days after Local Government's receipt of the notice. Upon suspension of payment, Local Government's obligations under this contract are also suspended until NCTCOG resumes payment.

Article 11: Notice to Parties

- 11.1 Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 11.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 11.3.
- 11.2 NCTCOG's address is:
P. O. Box 5888, Arlington, TX 76005-5888,
Attention: Executive Director.
- 11.3 Local Government's address is:
Navarro County Courthouse
300 West 3rd Ave, Suite 101
Corsicana, TX 75110.0
Attention: Judge H.M. Davenport
- 11.4 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 12: Effective Date and Term of Contract

- 12.1 This contract takes effect on September 1, 2013 on behalf of NCTCOG and Local Government, and it ends on August 31, 2015. Should for any reason Local Government withdraws from the E9-1-1 Service system prior to the end of the full term of this contract, in addition to all other remedies available to NCTCOG under state law and this contract, NCTCOG may seek a return of all 9-1-1 equipment purchased with 9-1-1 funds in the possession of Local Government. In the event of such withdrawal, both parties agree to work in good faith to establish a fair and equitable transition plan so as to assure continued emergency services to the citizens of Local Government.

Article 13: Miscellaneous

- 13.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

13.2 This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

13.3 Rules, Program Policy Statements, and Best Practices of CSEC as well as Chapter 771, Health and Safety Code, State Administration of Emergency Communications can be found on the CSEC website: <http://www.911.state.tx.us>. If unable to access, please contact NCTCOG 9-1-1 Program Offices for copies.

13.4 The following Attachments are part of this contract:

- Contract for 9-1-1 Services between NCTCOG and CSEC (Attachment A)
- Manual ALI Query Request (Attachment B)
- NCTCOG Equipment Room Site Requirement (Attachment C)
- NCTCOG Move, Add or Change Procedure (Posted on NCTCOG.ORG)
- NCTCOG GIS Requirements (Attachment D)
- Text to 9-1-1 Testing Requirements (Attachment E) where applicable

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

13.5 This contract is executed in duplicate originals.

NAVARRO COUNTY

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Judge H.M. Davenport
Navarro County



Mike Eastland
Executive Director

Date

Date

Attachment A
Contract for Services between the
Commission on State Emergency Commission (CSEC) and
North Central Texas Council of Governments (NCTCOG)

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 emergency services throughout the state, and North Central Texas Council of Governments ("RPC") is charged with the responsibility to provide these services in its region. Providing these services requires a partnership among and cooperative efforts by the Commission, the RPC, and the local governments represented on the RPC's governing body.
- 1.2 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 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 (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).
- 2.3 The Commission may adopt new policies, procedures and rules and amend its existing policies, procedures and rules subject to applicable law. Any new or amended policy or procedure (other than an adopted rule) shall be enforceable against the RPC 30 days following the date of its adoption, unless the Commission finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately against the RPC. The Commission shall provide the RPC written notice of all new or amended policies, procedures and interpretations of Commission rules within a reasonable time after same are adopted by the Commission.
- 2.4 The RPC shall repay any 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

- (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 shall use competitive procurement practices and procedures similar to those required by applicable law in connection with the procurement of any items to be obtained with 9-1-1 funds.

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 As provided by applicable law, a state agency shall distribute grants on a reimbursement basis, or as needed, unless otherwise provided by statute or otherwise determined by the grantor agency to be necessary for the purposes of the grant.
- 7.2 Quarterly disbursement of 9-1-1 funds to the RPC shall be made on a cost reimbursement basis according to applicable law. If the RPC's funding is depleted before the end of a fiscal quarter, a financial emergency funding request may be made by the RPC to the Commission (see Article 8. RPC Emergency Funding).
- 7.3 The Commission has determined that a proper public purpose is served by providing start-up funding, at the beginning of each fiscal year, to the RPC for payment of operating costs of the region's 9-1-1 system. Start-up funding to the RPC from the Commission may be made at the beginning of each fiscal year. The Commission shall provide start-up funds to the RPC according to applicable law. Start-up funding is defined as 9-1-1 funds allocated to the RPC to pay initial fiscal year 9-1-1 program expenses, prior to the first quarterly reimbursement request being received. Any remaining 9-1-1 funds 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 Funding

- 8.1 Notwithstanding the requirements in Article 7, the Commission may distribute in accordance with Commission policy allocated 9-1-1 funds to the RPC upon demonstration and documentation that a financial emergency exists that will compromise the provisioning 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 current and normal 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 assistance of these additional funds, would result in a compromise of the 9-1-1 system or impact public safety. A financial emergency would arise, and public safety compromised, if the 9-1-1 system was terminated due to non-payment of invoices.
- 8.3 Emergency 9-1-1 funds may be distributed 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.

Article 10. Reporting Requirements

- 10.1 The RPC shall submit financial and performance information and reports regarding 9-1-1 service and administration to the Commission. The RPC shall provide the reporting information in accordance with applicable law and generally accepted accounting principles. 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; and
 - (b) Information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC.
- 10.2 The RPC shall be responsible for collecting and reporting efficiency data on the operation of each of the 9-1-1 answering points within its region. The RPC shall submit such information to the Commission at least once per quarter of each fiscal year, according to applicable law.

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.

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.

- 13.5 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations shall be made a part of this Contract by way of Attachment A, *Recipient 9-1-1 Costs Summary*.
- 13.6 The RPC shall provide, at a minimum, the Commission with all reports and/or information as required by applicable law.
- 13.7 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.
- 13.8 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.
- 13.9 Any alterations, additions, or deletions to the terms of this Contract shall be made by amendment hereto in writing and executed by both parties to this Contract.
- 13.10 This Contract takes effect on September 1, 2011, and shall terminate on August 31, 2013.


AGREED TO:



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

8/18/11

 Date



 Mike Eastland
 Executive Director
 North Central Texas Council of Governments
 P. O. Box 5888
 Arlington, Texas 76005

8/21/11

 Date

Attachment B
Manual ALI Agreement

North Central Texas Council of Governments

Regional 9-1-1 Program

Manual ALI Request Form

PSAP Name: Navarro County Sheriffs Office

Date: _____

This letter is to request that the "manual ALI Query" feature be enabled at Navarro County Sheriffs Office.

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

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

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

Please mail, fax or email this form back no later than September 15, 2013 to:

North Central Texas Council of Governments
9-1-1 Program
PO Box 5888
Arlington, Texas 76005-5888

~or~

Fax: 817-640-7492

~or~

Email: hperez@nctcog.org Subject: Interlocal Agreement-Manual ALI Agreement

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

Chief / Sheriff

Date

Communications Supervisor / Manager

Date

Attachment C
NCTCOG Equipment Room Site Requirements

NCTCOG

9-1-1 EQUIPMENT ROOM AND ELECTRICAL REQUIREMENTS SUMMARY

Fire Protection:

- Dry pipe high temperature type systems are recommended if sprinkler heads are to be located in the 9-1-1 equipment room.
- If possible, non-combustible material should be used for the room construction.

Security Precautions:

- You may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push button access code or card readers are not recommended unless you provide a battery backup system.

Temperature and Humidity control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 59 to 86 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the back room equipment.
- For estimates on BTU output of the equipment, please consult with onsite installation personnel.

Static Electricity:

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor should not be carpeted.
- The room floor should be sealed, (preferably tiled), but not waxed.

Lighting:

- Lighting must not be powered from the switch room service panel.

- Lighting should provide 50 to 75 foot-candles measured 30" above the equipment room floor.

Grounding:

- A single point, isolated ground is required unless superceded by local code. The source should be XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous, with no splices or junctions.
- Conductors must be no load, non-current carrying.

Electrical:

- Electrical service panel should be located in the equipment room.
- Voltage required is 208/120 V three phase; four wire "wye" service or 240/120 single phase 4 wire "delta" service.
- A dedicated transformer is preferred however a shared transformer or distribution is acceptable.
- IGL6-15, 20 or 30 receptacles are required and the ground must terminate on the IG buss.
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.

Attachment D
Text to 9-1-1 Service Agreement (If Applicable)

Attachment E
NCTCOG GIS Requirements

North Central Texas Council of Governments
Requirements for Database & GIS Maintenance
September 1, 2013 to August 31, 2015

The County shall coordinate 9-1-1 GIS activities within the County and municipalities in the County to develop and enhance the 9-1-1 GIS coverage required for mapped ALI. The coordinator must develop, compile and maintain current, seamless Countywide coverage for street centerlines, address points, ESNs, 9-1-1 communities and city limits in both the incorporated and unincorporated areas of the County.

The County shall provide to the NCTCOG 9-1-1 GIS analyst data with 100% complete attribution for all map graphics with the following information:

- Street centerlines spatially accurate to within + or – 10 feet verified by GPS and drawn or pointing in the correct direction for the corresponding address range;
 - The following data at a minimum will be incorporated:
 - Pre-directional
 - Street Name
 - Type
 - Post Directional
 - 9-1-1 Community Boundary both left and right
 - Address Ranges (left from, right from, left to, right to)
 - ESN Boundary both left and right
 - County Boundary
- Addressed structure center points spatially accurate to within + or – 25 feet;
 - The following fields at a minimum will be incorporated:
 - Structure Number
 - Structure Street Name
 - Structure 9-1-1 Community Name
 - Latitude Coordinate
 - Longitude Coordinate
- ESN polygons spatially accurate to within + or – 50 feet of their true location
 - The following fields at a minimum will be incorporated:
 - Emergency Service Number (ESN)
 - Law Responders
 - Fire Responders
 - Medical Responders
- 9-1-1 Community polygons spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be incorporated:
 - 9-1-1 Community Name
- City Limit polygons spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be incorporated:
 - City Name

Maintenance (Base)

Each GIS entity within NCTCOG's GIS program shall continue to receive a reimbursement to support new address and streets added to the database. This is considered the Maintenance (Base) reimbursement¹.

Funds from this category will be distributed equally among counties. The calculation shall be:

$$\text{Reimbursement} = \frac{\text{Category Funding Total}}{\text{Number of Counties}}$$

Maintenance (Variable)

This category is established to provide additional reimbursement based on the number of database records.

The county shall be reimbursed based on its proportional share of the total regional records. The calculation shall be:

$$\text{Reimbursement} = \frac{\text{Record Count}}{\text{Regional Record Count}} \times \text{Category Funding Total}$$

Remediation

The remediation category provides reimbursement for the effort required to bring the GIS databases in the county and cities within the county to the 98% accuracy objective.

The county shall be reimbursed its weighted share based on the percentage of records (including county and city databases) mismatching as of the beginning of the fiscal September 1, 2010.

$$\text{Reimbursement} = \left(\frac{\text{Record Count}}{\text{Regional Record Count}} \times \frac{\text{Mismatched Record Count}}{\text{Record Count}} \right) \times \text{Category Funding Total}$$

Projects

Projects submitted by the counties are established to improve city database accuracy to meet the 98% objective. The process below shall be used:

1. NCTCOG shall provide database statistics to the county to include:
 - a. Total number of regional records

¹ All record counts include the sum of county and city records unless otherwise specified.

Requirements for GIS & Database Maintenance
Effective April 1, 2009

Introduction

Geographic Information Systems has redefined emergency response over the last decade. It is now assumed that a 9-1-1 call placed from a traditional land-line telephone can be plotted on a map automatically and wireless callers can be pinpointed accurately. The need for accurate GIS data is even more critical because it is no longer used solely for display on a screen as a visual cue for a dispatcher to evaluate and determine the appropriate responders. GIS is now beginning to drive the actual routing of emergency calls, which before were hard-coded entries in a database. GIS has taken a lead role in defining emergency response for the coming decades.

In reviewing the National Emergency Number Association (NENA) best practices documentation¹, the Texas Commission On State Emergency Communications (CSEC) Recommended Best Practices for GIS and Mapping² and the findings of a process and data audit performed by L. Robert Kimball and Associates, consultant to the 9-1-1 program, NCTCOG endorses the minimum GIS requirements and through the following paragraphs, incorporates them into the Agreement between NCTCOG and the County as an amendment.

GIS Requirements:

The Commission on State Emergency Communications' (CSEC) requires local addressing programs to follow the state's Recommended Best Practices for 9-1-1 GIS and Mapping², Module VI. Map Base Layers and Data Fields, are required to be followed to meet the Minimum Map Base Layers (road network, political boundaries [incorporated cities and MSAG communities], and ESZ boundaries) and for the address structures Recommended Map Base Layer. Together, these GIS layers form the Core GIS Layers that support optimum addressing activities throughout the region. In an attempt to stay up to date and to provide as much assistance as possible, NCTCOG encourages the counties to forward this data at least quarterly to NCTCOG's 9-1-1 Program using any currently supported ESRI data format. It is suggested that the counties, at a minimum, back up the Core GIS Layers weekly.

To assure accurate and complete GIS information, it is necessary to follow CSEC's Recommended Best Practices for 9-1-1 GIS and Mapping², Module VII. Database. Attribution of the Core GIS Layers containing address information (road network and address structures) must match the related Master Street Address Guide (MSAG) fields.

CSEC's Recommended Best Practices for 9-1-1 GIS and Mapping², Module V. Positional Accuracy specifies the positional tolerance of map data to be within 33 feet of the actual location. NCTCOG requires that all new data be created within these recommended tolerances. Legacy data that appears to violate the positional tolerance standard when viewed against current aerial imagery shall be adjusted using the current aerial imagery or GPS (Global Positioning System) capable of satisfying the

requirements.

- **Road network:** NCTCOG strongly encourages a bi-directional capture of Street Centerlines comprising the road network. Driving both up and down each street segment in either direction will improve the accuracy of the road network that is used in all of the region's PSAPs.
- **Address structures:** Accuracy in 9-1-1 caller location and response time can be improved greatly when an address structure location is captured using a GPS. The X,Y coordinate makes for increased accuracy of Address Location Information (ALI). Methodology will include the capture of a point at the entrance of the driveway of every structure. It is highly recommended that the point later be spatially adjusted in the GIS by moving the point to the rooftop of the structure in accordance with recommendations by L.R. Kimball and Associates.

In accordance with recommendations by L.R. Kimball and Associates, NCTCOG's 9-1-1 Program requires maintenance and preservation of spatial relationships between features sharing coincident geometry. For example, Municipal Boundaries partially define Emergency Service Zone (ESZ) boundaries, and where this happens, the polygons should precisely match each other vertex-by-vertex. Another example is where segments of the road network define municipal boundaries. Where this happens, the polygon shall precisely follow the road network segments vertex-by-vertex. Other spatial relationships that must be preserved are street intersections. Where a road network segment intersects with at least one additional road network segment, all segments must converge at the same node. Likewise, road network segments must be split at the precise boundaries of counties, cities, Master Street Address Guide (MSAG) communities (if applicable), ESZ boundaries and postal boundaries, and the ends of the resulting segments must converge at the same node.

In accordance with recommendations by L.R. Kimball and Associates, NCTCOG's 9-1-1 Program requires the inclusion of driveways (with proper attribution) in the road network layer under the following circumstances: 1) the driveway is over 500 feet long, or 2) a structure that is accessed by the driveways is obscured when viewed from the road.

The County's Current Addressing Processes documentation must be available for review by county employees, elected county officials, and county residents upon request. At a minimum, the Current Addressing Processes will include:

- The County's Addressing Policy, which includes the addressing scheme and road naming conventions in use by the County
- Documentation of known violations of the County's addressing policy sufficient to abrogate the County Addressing Coordinator and NCTCOG from liability
- Updated contact information for local addressing authorities
- Addressing policies in use by other local addressing authorities within the County

NCTCOG's 9-1-1 Program strongly recommends that County permitting processes require the County Addressing Coordinator to reject proposed street names on final development plats (and optionally preliminary development plats) that are in violation of the County's Addressing Policy. Additionally, the County Addressing Coordinator shall

In accordance with CSEC Rule 251.9 – Guidelines for Database Maintenance³, the County shall submit a database maintenance plan and budget incorporating all NCTCOG 9-1-1 program requirements, as well as local activities, at the beginning of each fiscal year.

In accordance with CSEC Rule 251.9 – Guidelines for Database Maintenance³, the County will be responsible for submitting and maintaining quarterly budget reports with required documentation to NCTCOG's 9-1-1 fiscal analyst. These reports are due to NCTCOG's 9-1-1 fiscal analysts by the 10th day of each month following the end of the quarter.

The County Addressing Coordinator is strongly encouraged to attend regularly scheduled meetings at NCTCOG.

The County will resolve any discrepancies between the MSAG database and the GIS, as determined necessary by NCTCOG through its regular validation testing. Upon correction of any identified errors, the County will notify NCTCOG's 9-1-1 Program, in writing, that the discrepancies have been corrected and will be included in the next update.

The Addressing Coordinator shall track County Commissioner's Court and City Council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County Commissioner's Court or City Council takes a course of action that would interfere with or be inconsistent with the County's Current Addressing Processes, the County must notify NCTCOG in writing within two business days in order to jointly develop an appropriate response.

¹http://www.nena.org/media/File/02-014_20070717.pdf

²<http://www.911.state.tx.us/files/pdfs/CSEC%20GIS%20and%20Mapping%20BP%20FINAL%20Commission%20Approved.pdf>

³[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=12&ch=251&rl=9](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=12&ch=251&rl=9)

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TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS:
HOME DELIVERED MEAL GRANT PROGRAM

TODD STAPLES, COMMISSIONER

RESOLUTION AUTHORIZING COUNTY GRANT

A RESOLUTION OF THE COUNTY OF NAVARRO TEXAS (County) CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO Kaufman Co. Senior Citizens Services Inc. DBA Navarro Co Meals on Wheels, (Organization) AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

BE IT RESOLVED BY THE COUNTY:

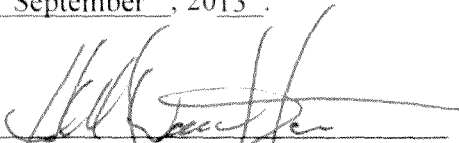
SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$3,000.00 to be used between the:

1st of October, 2013 and the 30th of September, 2014.
Day Month Year Day Month Year

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

Introduced, read, and passed by the affirmative vote of the County on this 9th day of September, 2013.



Signature of Authorized Official

H.M. Davenport, County Judge

Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.