

COMMISSIONERS COURT
REGULAR SESSION
September 13, 2004

The Hunt County Commissioners Court met this day at 10:00A.M. with all Commissioners present with Judge Joe Bobbitt presiding. Minutes of the previous meeting were approved as submitted.

NEW BUSINESS:

9203 'Discuss & possibly take action on report from the Audie Murphy/American Cotton Museum.' Adrien Witkofsky was not present, item paced on OLD BUSINESS next Court.

9204 On the motion by Phillip Martin, second by Jim Latham, the Court approved the outcome of the City of Lone Oak, Texas Local Option Liquor Election held on September 11, 2004, per TABC Sec. 251.53. Results were For: 82 / Against: 119. Almina Cook-Elections Administrator advised the Court September 20, 2004 at 10:00am has been set for the official canvass. *See Attachment.*

9205 On the motion by Ralph Green, second by Kenneth Thornton, the Court approved Resolution to apply for the Indigent Defense Grant Program. *See Attachments.*

9206 On the motion by Thornton, second by green, the Court approved high bid for resale property R 44156 upon the recommendation of the Tax Assessor. Deed to be recorded in Official Public Records. *See Attachment.*

9207 On the motion by Martin, second by Green, the Court approved request from the City of Hawk Cove for ownership of property R87128. The City has need for this property since it is located adjacent to the City Hall, and is asking all entities to quit claim this property to the City of Hawk Cove. Deed to be recorded in Official Public Records. *See Attachment.*

9208 On the motion by Martin, second by Latham, the Court approved a two year Interlocal Agreement with NCTCOG concerning 9-1-1 provisions as prescribed by the Commission on State Emergency Communication. *See Attachments.*

9209 On the motion by Green, second by Martin, the Court approved Special Warranty deed conveying the Old Post Office Building & the responsibilities of this building located on Lee Street to the Rotary Post Office Foundation. After much discussion,

Judge Bobbitt recommended to the Court in order to give this nonprofit service organization opportunity to make use of this downtown location, the County will pay obligation of the outstanding utility bills up to today's date (9-13-04). Any future usage, after this date, for the next (1) year period will be the responsibility of the Rotary Post Office Foundation. Any improvements will also be the responsibility of the Rotary Post Office Foundation. Deed to be recorded in Official Public Records.

9210 On the motion by Thornton, second by Green, the Court approved re-plat of Lot 5 in Douglas & Hurst Addition in Pct 1.

9211 On the motion by Thornton, second by Martin, the Court approved approximately 1.075 miles of road upgrade from rock to oil sand on CR 1009. Commissioner Thornton stated this would be at the County's expense.

9212 On the motion by Green, second by Martin, the Court approved request of FEC Electric to construct electrical power distribution facilities along and across CR 2326 in Pct 2 with the usual stipulations.

9213 On the motion by Green, second by Thornton, the Court approved Resolution for Marian Lane in Hoffman Estates in Pct 2. Commissioner Green stated this road has never been recognized by TxDot as a county road, but has been maintained as a county road since 1994. This resolution will enable TxDot to put up their pre-notification signs.
See Attachment.

9214 On the motion by Green, second by Thornton, the Court approved the preliminary plat for Graham Point Estates Phase II in Pct 2.

9215 On the motion by Martin, second by Latham, the Court approved approximately 6/10 mile of road upgrade of dirt to rock on CR 3213. Money deposited into Escrow Account.

9216 On the motion by Martin, second by Latham, the Court approved approximately 500 ft. of road upgrade from rock to oil sand on CR 3504 in Pct 3. Money deposited into Escrow.

9217 On the motion by Martin, second by Latham, the Court approved request of FEC Electric to construct electrical power distribution facilities along and across CR 3420 in Pct 3 with the usual stipulations.

9218 On the motion by Martin, second by Latham, the Court approved improvement of existing CR 3124 in Pct 3. Money deposited into Escrow Account.

9219 On the motion by Latham, second by Green, the Court approved approximately 400 ft. of road upgrade of dirt to rock on CR 4519 in Pct 4. Money deposited into Escrow Account.

9220 On the motion by Latham, second by Green, the Court approved agreement with property owners adjacent to Hunt County Pct 4 Barn, concerning the clearing of land for security of county property, with Commissioner Latham stating he is requesting a written agreement. The Court also agreed the public needs to be notified.

9221 On the motion by Martin, second by Latham, the Court approved request to add the bailiff to the 354th District Court to the mobile phone allowance (\$50 per month), effective October 1, 2004, due to bailiff serving papers out of the Courthouse.

9222 On the motion by Martin, second by Green, the Court accepted all bids received for evaluation for Inmate Telephone Services. All bids on file in the Personnel Office.

9223 On the motion by Latham, second by Green, the Court approved bid for sale of (1) used 140H Caterpillar Motorgrader in Pct 4 received from D L Lennon for 136,200.00 *QAB* \$136,000.00. All bids on file in Personnel office.

9224 On the motion by Latham, second by Martin, the Court approved purchase of one or more motograders (Holt Caterpillar 140H) for all Pcts for re-purchase price of \$142,500.00. All bids on file in Personnel office.

– ‘Discuss & possibly approve Audit Report for FY 2002-2003, from Tommy Nelson, CPA & possibly take action on Engagement Letter from Scott, Singleton & Fincher CPA’s for the audit of FY 2003-2003-Tommy Nelson, CPA.’ Item dropped from the Agenda.

9225 On the motion by Judge Bobbitt, second by Martin, the Court agreed to disband the current Waco Bay Volunteer Fire Dept. & to give stipend funding to the Hunt County Firefighters Association with Dorsey Driggers acting as liaison to the Commissioner Court. The Court stated a plan to re-organize & re-structure this department be completed & presented to the Court.

9226 On the motion by Martin, second by Latham, the Court approved change order above \$25,000.00, total amounting to \$33,000.00 on invoices from Lundquist & Associates, for additional work done on 3rd floor courtrooms – carpet, communication conduits, new lines, security cameras, etc.

HEAR AND DISCUSS:

– Commissioner Thornton discussed scheduling another tire clean up in his Pct. and to start charging the customary fees. The City will collect the fee, money to be applied against the charge of the dumpsters. All funds to be turned into City. The Court agreed this item needs to be placed on City's agenda for approval.

9227 On the motion by Martin Second by Latham, the Court approved account payable. Judge Bobbitt abstained from the vote.

9228 On the motion by Green, second by Latham, the Court approved line item budget transfers.

PERSONNEL AND PAYROLL:

<p>County Attorney:</p> <p>0533</p> <p>0535</p> <p>0531</p>	<p>Add Amanda Arnold as Legal Assistant at \$23,401.04 per year, effective 9-7-04.</p> <p>Change Keli Hardwick Hunt as Secretary 3 from \$23,832.00 to \$24,190.00 per year, effective 8-30-04.</p> <p>Change Janice Evans, Secretary 2 from \$23,401.00 to 23,832.00, effective 8-30-04.</p> <p>Change Sandra Allen, Secretary 3 from \$24,190.00 to \$25,342.00, effective 8-30-04.</p>
<p>County Auditor:</p>	<p>Change Brenda Carver, Assistant Auditor from \$23,175.00 to \$24,718.00, effective 9-3-04. District Judges have approved.</p>
<p>District Clerk:</p> <p>0530</p> <p>0510</p>	<p>Change Susan Spradling, Deputy Clerk from \$23,387.00 to \$24,087.00, effective 8-23-04. Employee evaluation on file. Funds available.</p> <p>Change Debbie Huffines, Senior Deputy Clerk from \$26,342.00 to \$27,242.00, effective 8-23-04. Employee evaluation on file, funding available.</p> <p>Change Pat Lattig, Deputy Clerk from \$25,282.00 to \$25,982.00, effective 8-23-04. Employee evaluation on file, funding available.</p>

	<p>Change Vicki Gilliam, Deputy Clerk from \$24,479.00 to \$25,079.00, effective 8-23-04. Employee evaluation on file, funding available.</p> <p>Change Nita Rawlings, Deputy Clerk from \$23,387.00 to \$23,987.00, effective 8-23-04. Employee evaluations on file, funding available.</p> <p>Change Shirley Summers Senior Deputy Clerk from \$30,054.00 to \$30,633.00, effective 8-23-04. Employee evaluation on file, funding available.</p>
JP Erwin Pct 1, PL 2:	Change Lisa Vega, Deputy Clerk from hourly to full time at \$19,777.00, effective 9-8-04.
JP Sumrow Pct 3:	<p>Terminate Jenna Creed due to enrollment in college, effective 6-7-04.</p> <p>Add Kim Wigley as Hourly Clerical from \$8.00 to \$8.50, effective 8-25-04. Funds available.</p>
Juvenile Probation:	<p>Change Jennifer Lynn Harrington to Certified Probation Officer at \$27,000.00, effective 9-1-04.</p> <p>Terminate Terrance Andrews, effective 8-23-04.</p> <p>Remove Chad Dereick Miller, effective 8-26-04.</p>
Personnel:	<p>Add Rita Joan Alexander as Hourly Floater at \$7.00 per hour, effective 8-23-04. 90 day training period.</p> <p>Remove Rita Joan Alexander effective 9-9-04. Unable to perform duties.</p>
Maintenance:	Add Amy Warren as Hourly Custodian at \$8.00 per hour, effective 8-24-04. Training period until Oct. 1, 2004.
Personnel:	Change Peggy Little, Hourly Loss Control from \$8.00 to \$9.00 per hour, effective 9-13-04.
Sheriff:	<p>Remove Lt. Barron Carpenter due to resignation, effective 9-9-04.</p> <p>Remove Andrew Jubera – quit without notice, effective 5-23-04.</p>
Tax Office:	<p>Please give Cherish Treat \$50/month travel stipend for post office rounds, effective 8-23-04.</p> <p>Remove Cherish Treat due to resignation, effective 9-1-04.</p> <p>Add Glenda Currin as Hourly Deputy Clerk at \$7.00 per hour, effective 9-7-04. 90 day training period.</p>

	<p>Change travel stipend for Toni Hunter from \$100 to \$50/month, effective 8-23-04.</p> <p>Change travel stipend for Lisa Kinder Deputy Clerk from \$100 to \$150 per month, effective 8-23-04.</p> <p>Change travel stipend for Kim March from \$50 per month to zero – 0 – per month, effective 8-23-04.</p>
Veterans Services:	Change Peggy Lou Freeman, Secretary P/T from \$7.50 per hour to \$8.00 per hour, effective 8-30-04.

9229 On the motion by Martin, second by Latham, the Court approved personnel and payroll changes.

_____ The Court went into Executive Session at 11:55A.M. with no action taken.

Court went back into regular session and Adjourned.

_____ Court Adjourned. Minutes approved this 27 day of September, 2004.

Attest:

Linda Braschi

Hunt County Clerk

Jon A. Baltoff
Hunt County Judge



HUNT COUNTY

2217A WASHINGTON STREET • GREENVILLE, TEXAS 75401

ELECTIONS ADMINISTRATOR
ALMINA COOK
(903) 454-5467
FAX (903) 454-7905
E-MAIL: minac@koyote.com

41 4720K

FILED FOR RECORD
at 2 o'clock
SEP 13 2004
By County Clerk, Hunt County, Tex.
LINDA BROOKS

September 13, 2004

This is to notify the Commissioners Court of the outcome of the City of Lone Oak, Texas Local Option Liquor Election held on September 11, 2004, per the Texas Alcoholic Beverage Code, section 251.53:

The results are as follows: For 82
Against 119

The official canvass will be held at a special Commissioners Court meeting that will be set for September 20, 2004, at 10:00 am.

Sincerely,

Almina Cook

Almina Cook
Elections Administrator
Hunt County

For A. Brooks

H 9205

2005 Hunt County Resolution
Indigent Defense Grant Program

FILED FOR RECORD
 at 3 o'clock P M
 SEP 13 2004
 By County Clerk LINDA BROOKS
 Hunt County, Tex

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Task Force on Indigent Defense to provide improvements in indigent defense services in the county; and

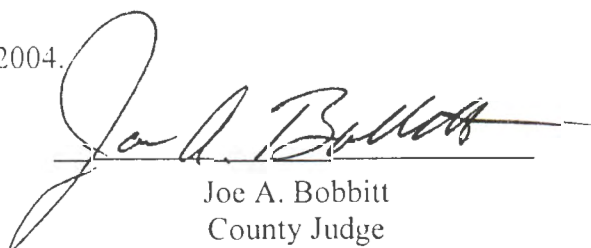
WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hunt County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hunt County Commissioners assures that the funds will be returned in full to the Task Force on Indigent Defense.


NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Judge is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this 13 day of September, 2004.

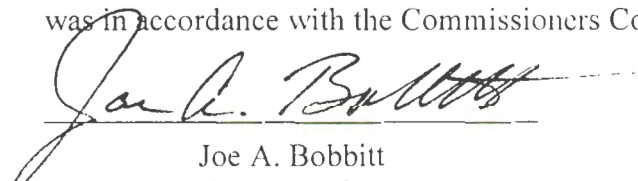

 Joe A. Bobbitt
 County Judge

Attest:


 County Clerk

Internet Submission Form

After submitting the formula grant application on-line, the following Internet submission confirmation number was received #200511620040907. This grant application submission was in accordance with the Commissioners Court Resolution above.


 Joe A. Bobbitt
 County Judge



HUNT COUNTY

POST OFFICE BOX 1042 • GREENVILLE, TEXAS 75403-1042

TAX ASSESSOR-COLLECTOR

JOYCE J. BARROW

(903) 408-4000

FAX (903) 455-3202

E-MAIL: hctax@koyote.com

Attn: Shawna Padilla
County Judge's Office
Hunt County Court House

August 31, 2004

Re: Agenda request for property R44156

9206
FILED FOR RECORD

at 3 o'clock P M

SEP 13 2004

LINDA BROOKS
County Clerk, Hunt County, Tex.
By L. Brooks

Please place the following on your next Commissioners Court meeting agenda for consideration:

Consider acceptance of high bids on the following RESALE properties:

ACC#	PROPERTY ADDRESS	PURCHASER	MIN. BID	BID RCVD
R44156	E-Z Living lot 630,631	Sheri Stanfield	\$450.94	\$461.00

Thank you,

Lisa Kinder
Special Collections
Property Management

R44156

9 206

FILED FOR RECORD
 at 3 o'clock P M
SEP 13 2004
 By Linda Brooks
 County Clerk, Hunt County, Tex.

RESOLUTION

WHEREAS, the County of Hunt, the Hunt Memorial Hospital District became, pursuant to a Sheriff's/Constable's Sale for delinquent taxes, the owners of a certain tract of land described in the attached Exhibit "A" and incorporated herein

and **WHEREAS**, because the property described is not currently on the tax roll and will not be added to the tax roll until it is sold, it is desirable that the property be sold so that it may be added to the tax roll and so that the taxes may be assessed against the property in the future

and **WHEREAS**, an offer has been made to purchase the property, and the County of Hunt wishes to accept the offer of Sheri Stanfield to purchase the property for Four hundred and sixty-one dollars and no cents (\$461.00)

and **WHEREAS**, the County of Hunt believes a sale for this price is in the best interest of the District.

and **WHEREAS**, the funds received pursuant to this sale shall be distributed according to the Texas Property Tax Code

be it therefore **RESOLVED** that the County of Hunt hereby authorizes the _____ to sign the Quitclaim Deed on behalf of the County of Hunt.

Passes and adopted this 3 day of Sept, 2004.

J. A. Bollett
 County of Hunt

ATTEST:

Linda Brooks

R87128, MARIA ST.

9207

RESOLUTION

WHEREAS, the County of Hunt, the Hunt Memorial Hospital District became, pursuant to a Sheriff's/Constable's Sale for delinquent taxes, the owners of a certain tract of land described in the attached Exhibit "A" and incorporated herein;

and **WHEREAS**, because the property described is not currently on the tax roll and will not be added to the tax roll until it is sold, it is desirable that the property be sold so that it may be added to the tax roll and so that the taxes may be assessed against the property in the future;

and **WHEREAS**, an offer has been made to purchase the property, and the County of Hunt wishes to accept the offer of THE CITY OF HAWK COVE to purchase the property for TEN DOLLARS AND NO CENTS (\$10.00);

and **WHEREAS**, the County of Hunt believes a sale for this price is in the best interest of the District.

and **WHEREAS**, the funds received pursuant to this sale shall be distributed according to the Texas Property Tax Code;

be it therefore **RESOLVED** that the County of Hunt hereby authorizes the _____ to sign the Quitclaim Deed on behalf of the County of Hunt.

Passes and adopted this 13 day of September, 20 04.

Jan R. Ballitt
County of Hunt

ATTEST:

Linda Brash

FILED FOR RECORD
at 3 o'clock P.M.
SEP 13 2004
By Linda Brooks
County Clerk, Hunt County, Tex.

0208

**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND
HUNT COUNTY
FOR 9-1-1 SERVICE, EQUIPMENT AND ADDRESSING/ADDRESSING
MAINTENANCE**

FILED FOR RECORD
at 2 o'clock
SEP 13 2004
By County Clerk, Hunt County, Tex
LINDA BROOKS

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 Hunt 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 Hunt 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 as mandated in CSEC Rule 251.9.
- 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 (UGMS);
- 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

11/11/04
9-20-04

- 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 (UGMS), 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 (UGMS), 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 will 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 (UGMS), 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 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 & Addressing 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 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 in 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 (Level I)
 - i. Customer Premise Equipment (CPE) – telephone equipment located at the PSAPs which may include telephones, integrated workstations, servers, ANI controllers, software, monitors 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 Equipment (Level II)
 - 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 (Level III)
 - 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. All 9-1-1 equipment is owned by the telephone company from which it is leased through an end-to-end agreement.
- 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 Custodial responsibility forms should be prepared and assigned to Local Government's employees. Responsibilities over property and equipment should be properly assigned among employees.
- 3.6 Upon disposition of equipment due to obsolescence, failure, or other planned replacement, transfer documents and 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

- 3.7 NCTCOG shall maintain property records, reconciled to the entity'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.
- 3.8 The owner of the ancillary and database maintenance 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*.
- 3.9 All ancillary and database maintenance equipment should be tagged with identification labels.
- 3.10 A physical inventory shall be conducted annually by local government, for submission and review by NCTCOG.

- 3.11 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

- 3.12 Local Government will protect the ancillary equipment by implementing measures that secure the premises of its PSAP(s) against unauthorized entrance or use.
- 3.13 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*.
- 3.14 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining local 9-1-1 Addressing databases.

Maintenance

- 3.15 Local Government will practice preventive maintenance on all database maintenance and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary. Local Government will also be responsible for any maintenance costs on the before mentioned equipment.
- 3.16 Local Government will maintain 9-1-1 equipment and areas by ensuring cleanliness and temperature control in accordance with telephone company site specifications.

Supplies

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

Training

Local Government will:

- 3.18 Provide call takers and/or dispatchers access to emergency communications equipment training as approved in NCTCOG's strategic plan, or as determined by the Local Government.
- 3.19 Notify NCTCOG in writing of any new 9-1-1 call takers/dispatchers listing their name and date of hire. These call takers should be scheduled for their training as soon as possible. If Local Government chooses to train its own personnel, Local Government must notify NCTCOG in writing that the Local Government will take the responsibility of training their employees on the 9-1-1 equipment prior to using the equipment funded by 9-1-1 fees.
- 3.20 Ensure that 9-1-1 call takers/dispatchers meet minimum training best practices developed by CSEC and posted on their website.
- 3.21 Ensure that the 9-1-1 call takers/dispatchers receive TDD/TTY training every six months as mandated by the Department of Justice.
- 3.22 Ensure that 9-1-1 PSAP Supervisor attend quarterly training/meetings offered at NCTCOG to keep the PSAP updated on current events.

Operations

Local Government will:

- 3.23 Designate a PSAP Supervisor and provide related contact information (to include an after hour pager or cell phone number) as a single point of contact for NCTCOG.
- 3.24 Coordinate with NCTCOG in the planning for, implementation and operation of all 9-1-1 equipment.
- 3.25 Monitor the 9-1-1 equipment, report any failures or maintenance issues immediately to the appropriate telephone company, and notify NCTCOG if appropriate response is not forthcoming from the company.
- 3.26 Keep a log of all trouble reports and make copies available to NCTCOG at quarterly monitoring visits or upon request.
- 3.27 Notify NCTCOG of any and all major service-affecting issues or issues needing escalation within a service provider's organization.
- 3.28 Test all 9-1-1 and ancillary equipment for proper operation and user familiarity at least once per month.
- 3.29 Test alternate routing switch(es) once a month and note on log posted by switch. If there is a problem a trouble ticket should be called in to the appropriate network provider by the local government. If problem is not resolved within 24 hours then the PSAP will notify their PSAP field specialist.
- 3.30 Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per month.
- *3.31 Log all TDD/TTY calls, and make copies available to NCTCOG and Department of Justice on an as-needed basis.
- 3.32 Limit access to all 9-1-1 equipment and related data only to authorized personnel.
- 3.33 Make no changes to 9-1-1 equipment, software or programs without prior written consent from NCTCOG.
- 3.34 Make no changes or modifications to any configuration, software or hardware provided by NCTCOG.
- 3.35 Provide a safe and healthy environment for all 9-1-1 call takers/dispatchers, which enhances proper use and maintenance of 9-1-1 equipment.
- 3.36 Provide upon request any testing documentation or applicable paperwork required by CSEC and NCTCOG within 24-hours.
- 3.37 Notify NCTCOG of changes in phone numbers programmed on the 9-1-1 equipment.
- 3.38 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 must be answered by a live person 24 hours a day, 7 days a week and should have the ability to be call forwarded.
- 3.39 Fax to NCTCOG all ANI/ALI Problem Call Reports within 24-hours of the initial 9-1-1 call
- 3.40 Incomplete ANI/ALI Problem Call Reports returned to PSAP will be completed and faxed back to NCTCOG within 72-hours.
- 3.41 Test calls to clear ANI/ALI Problem Call Reports will be made by PSAP within 24-hours. Problems will be reported on a new ANI/ALI Problem Call Report and faxed to NCTCOG.
- 3.42 Medical providers and other agencies that require frequent transfers during 9-1-1 calls must have and utilize a toll free transfer numbers.
- 3.43 Notification of change in medical, law or fire responders must be made in writing to NCTCOG at least 45 days prior to change.

- 3.44 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.

Performance Monitoring

- 3.45 Local Government agrees to fully cooperate with all 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 Performance Measures attached.

Article 4: Procurement

- 4.1 NCTCOG may, upon Local Government's approval, purchase, lease, or otherwise procure, on Local Government's behalf the 9-1-1 and/or addressing 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

If the Local Government is providing NCTCOG with database maintenance services, the Local 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 and database maintenance 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 Designate a database maintenance person(s).
- 5.3 Meet the GIS requirements (attachment) set forth by NCTCOG in order to receive reimbursement. These requirements will be revised annually. If the local government cannot meet these requirements, the planned funds will be used by NCTCOG to procure those services for said local government.
- 5.4 County Addressing Offices must coordinate GIS information from every city in their county to achieve and maintain one clean and consistent county map.
- 5.5 Provide NCTCOG with budgets, quarterly reports of finance as mandated in CSEC Rule 251.9.

Database Maintenance 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:

- 5.6 Select a 9-1-1 Database Maintenance Coordinator to serve as a single point of contact for NCTCOG.
- 5.7 Coordinate addressing activities within the Local Government's jurisdiction.

- 5.8 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 database providers 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 Commission on State Emergency Communications on a quarterly basis in conformance with Commission on State Emergency Communications Rule 251.9 and local database maintenance budget within the approved strategic plan.
- 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.

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 the CSEC.

Article 7: Records

- 7.1 Local Government agrees to maintain financial, statistical, ANI/ALI records, logs training records 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.

The local government may request in writing to maintain these records electronically, if that technology is in place.

- 7.2 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 is 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 NCTCOG agrees to notify Local Government at least 24 hours in advance of any intended visit for the purposes described in paragraph 8.4. Upon receipt of such notice, Local Government agrees to notify the appropriate personnel specified in the notice;
- 7.6 The Commission and the Texas State Auditor have the same inspection, copying, and visitation rights as NCTCOG.

"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 themselves. 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 whom 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 14.2 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 12.2.
- 11.2 NCTCOG's address is: P. O. Box 5888, Arlington, TX 76005-5888,
Attention: Executive Director.
- 11.3 Local Government's address is: P.O. Box 1097, Greenville, TX 75403
Attention: Joe Bobbitt
- 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, 2004 on behalf of NCTCOG and Local Government, and it ends on August 31, 2006.

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.

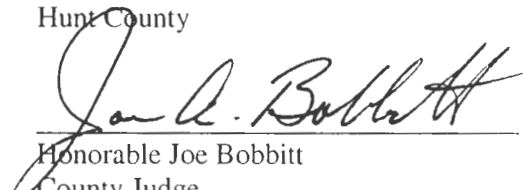
13.4 The following Attachments are part of this contract:

- a. Contract for 9-1-1 Services Between NCTCOG and CSEC
- b. NCTCOG Database and GIS Requirements
- c. Manual ALI Query Request
- d. Request for electronic maintenance of records
- e. Addendum to extend current agreement.

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

13.6 This contract is executed in duplicate originals.

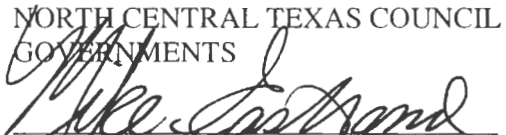
Hunt County


Honorable Joe Bobbitt
County Judge

Date

9-13-04

NORTH CENTRAL TEXAS COUNCIL OF
GOVERNMENTS


Mike Eastland
Executive Director

Date

9/24/04

Approved as to form

Jerry Gilmore
General Counsel

Date

ATTACHMENTS

The following documents are attached and made part of this contract.

- a) Contract for 9-1-1 Services Between NCTCOG and CSEC
- b) NCTCOG Requirements for Database and GIS Maintenance
- c) Manual ALI Query Request
- d) Request for electronic maintenance of records
- e) Addendum to extend current agreement.

Attachment A

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

ejy to lxi



**Commission on
State Emergency
Communications**

333 Guadalupe Street,
Suite 2-212
Austin, Texas
78701-3942

Phone:
512-305-6911 V/TTY

Fax:
512-305-6937

www.911.state.tx.us

September 8, 2003

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

Re: Executed FY 2004/05 Contract for 9-1-1 Services

Dear Mr. Eastland:

Enclosed, please find one copy of the signed, fully executed FY 2004/05 Contract for 9-1-1 Services between the North Central Texas Council of Governments' (NCTCOG) and the Commission on State Emergency Communications (CSEC). The enclosed copy is for your files.

If you have any questions or concerns, please do not hesitate to contact our office.

Sincerely,

Paul Mallett
Executive Director

cc: Ms. Christy Williams, 9-1-1 Program Manager
Mr. Monte Mercer, Director of Administration

SEP 10 2003

RECEIVED
SEP 08 2003
CSEC

CONTRACT FOR 9-1-1 SERVICES

Art.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 state's local governments, which are represented on the RPC's governing body.
- 1.2 The Commission and the RPC enter into this Contract for Services ("Contract") to clarify and better define the rights and duties of each in carrying out their individual and collective responsibilities under the law.

Art. 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, the State Administration of Emergency Communications Act, Texas Health and Safety Code, Chapter 771; Commission rules implementing the Act contained in Title 1, Texas Administrative Code, Chapters 251, 252, 253, and 255; the Uniform Grant Management Standards (UGMS), Title 1, Texas Administrative Code, Sections 5.151 – 5.167; the Preservation and Management of Local Government Records Act, Texas Government Code, Chapter 441, Subchapter J; Texas Local Government Code, Chapter 391; Texas Government Code, Chapter 2260; and amendments to the referenced statutes and rules.
- 2.3 Applicable law also includes, but is not limited to, the policies and procedures adopted by the Commission. The Commission may adopt new policies, procedures and rules and amend its existing policies, procedures and rules subject to the requirements of the Administrative Procedure Act ("APA"), Texas Government Code, Chapter 2001; 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 9-1-1 surcharge funds and service fees ("9-1-1 funds") expended by the RPC in noncompliance with applicable law. Such reimbursement shall be made in accordance with established Commission policies and procedures. The RPC shall advise the Commission in writing of its efforts to recover 9-1-1 funds in accordance with Article 4.1(d) herein.
- 2.5 In accordance with Texas Health and Safety Code, Section 771.078(c)(6), the Commission may withhold disbursement of funds to a RPC that does not follow a standard imposed by this Contract, a Commission rule and/or policy, or a statute.
- 2.6 The RPC shall maintain, at a minimum, a separate investment account for all 9-1-1 funds received. The RPC shall utilize an accounting system that complies with Commission policies and procedures, and with the requirements as provided in UGMS, Subpart C – Post Award Requirements, Section .20 – Standards for Financial Management Systems, which requires the recipient of state funds, the RPC, to maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Art. 3. Monitoring Compliance

- 3.1 The RPC recognizes that the Commission reserves the right to perform monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with Commission rules and policies, as well as, all applicable law, and the RPC agrees to cooperate fully with such monitoring.
- 3.2 The RPC recognizes that the Commission reserves the right to monitor RPC financial procedures and validate financial reimbursement requests for compliance with Commission rules and policies, accuracy, completeness, and appropriateness, prior to the Commission releasing state appropriated funds.

Art. 4. Standard Interlocal Agreement with Local Governments

- 4.1 The RPC shall use interlocal agreements between itself and its local governments and PSAPs relating to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds and adherence to applicable law. These agreements must, at a minimum:
 - (a) provide for compliance with applicable provisions of the state's UGMS as established by the Governor's Office of Budget and Planning, under the authority of Chapter 783 of the Texas Government Code;

- (b) provide a provision that the RPC will provide 9-1-1 funds to the local governments or PSAPs on a reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the local governments and PSAPs are complete, accurate, and appropriate;
- (c) include a provision that the RPC may withhold, decrease, or seek reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law.
- (d) include a provision whereby the local governments and PSAPs shall return or reimburse the RPC and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law;
- (e) include a provision that such return or reimbursement of 9-1-1 funds to the RPC and/or the Commission, as applicable, shall be made by the local government or PSAP within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and the Commission;
- (f) include provisions, consistent with UGMS and applicable law, addressing the RPC's 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");
- (g) include a provision, consistent with UGMS and applicable law, requiring the RPC to maintain a current inventory of all 9-1-1 equipment;
- (h) include a provision requiring reimbursement to the RPC and/or the Commission for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse or negligence by PSAP employees; though this provision shall not include ordinary wear and tear or ordinary day to day use of equipment;
- (i) provide, consistent with UGMS and applicable law, that the local governments and PSAPs will maintain adequate fiscal records and supporting documentation of all 9-1-1 funds distributed to such local governments and PSAPs and all 9-1-1 funds spent by such local governments and PSAPs for 9-1-1 service, with specific detail for 9-1-1 funds received or spent relating to addressing or addressing database maintenance activities;
- (j) provide that 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 addressing or addressing database maintenance activities; and

- (k) provide a commitment by the RPC, the local government, or PSAP, as applicable, to continue addressing database maintenance activities in accordance with the approved Regional Plan (including any approved amendments) as a condition of the receipt of 9-1-1 funds as prescribed by the RPC strategic plan.

Art. 5. Competitive Procurement and Contract Administration

- 5.1 The RPC shall use competitive procurement practices and procedures similar to those required by state law for local governments, as well as any additional Commission policies, in connection with the procurement of any items to be obtained with 9-1-1 funds. For purposes of this Contract, the Texas Association of Regional Councils' ("TARC") Model Procurement Policy is considered sufficiently similar to the state law involved. Before entering any sole source contract or agreement, the RPC shall provide documentation to the Commission for review and approval of any asserted sole source exception to competitive procurement practices. Upon submission of proper documents required by applicable law, the Commission shall respond to the RPC per current Commission policy.
- 5.2 The RPC shall include a specific, detailed statement of work, including appropriate benchmarks to evaluate compliance, in all contracts with vendors, local governments, and PSAPs to be paid from 9-1-1 funds.
- 5.3 The RPC shall implement a contract administration management system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. The RPC shall include performance bonds, a provision making refunds available for lack of quality performance, and/or contractual performance penalties in contracts with vendors to be paid from 9-1-1 funds. The RPC shall also include contract termination and modification provisions that promote quality performance and compliance by vendors for contracted items or services. The RPC shall notify the Commission of any performance or compliance issues with vendors per current Commission policy.
- 5.4 The RPC 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, as outlined in the records retention requirements in UGMS.

Art. 6. Service Fee Funding

- 6.1 In accordance with Texas Health & Safety Code, Section 771.071, as amended by House Bill 1983 (76th Legislative Session), the Comptroller shall receive all landline service fees and wireless service fees that are billed, collected and remitted by

telecommunications service providers. The Comptroller shall deposit money from the fees to the credit of the 9-1-1 services fee fund in the State Treasury.

- 6.2 The Commission shall distribute money appropriated to the Commission from the 9-1-1 services fee fund to the RPC for use in providing 9-1-1 services as provided by this Contract, in accordance with Texas Health & Safety Code, Sections 771.071(f) and 771.078, and any applicable requirements contained in appropriation riders. Funds will be distributed to the RPC quarterly, according to current Commission payment methodology, unless the RPC is in substantial noncompliance with Commission rules and procedures. The RPC shall distribute the money to public agencies within its jurisdiction for use in providing those services. All fees and surcharges collected under the authority of Texas Health & Safety Code, Chapter 771, may be used only for planning, development, provision, and enhancement of the effectiveness of 9-1-1 service as approved by the Commission, and as provided by Texas Health & Safety Code, Section 771.075.
- 6.3 Before the Commission makes a contract payment to the RPC from the 9-1-1 Services Fee Account for 9-1-1 service contract, the Commission shall ensure that the RPC has spent all balances and interest earned from emergency service fees for landline and wireless telecommunication services billed prior to August 31, 1999, and held outside the State Treasury, as well as, any unexpended balances in funds reserved to replace 9-1-1 capital equipment remaining after acquisition of equipment scheduled for replacement during the 2004-05 biennium.
- 6.4 The CSEC shall ensure that no more than \$15,000,000 appropriated to the Commission for the FY 2004-05 biennium shall be allocated to the RPCs for administration of the statewide 9-1-1 program, according to current Commission policy.
- 6.5 None of the funds appropriated to the Commission to fund statewide 9-1-1 emergency communications and allocated to the RPC, may be used to replace or fund a reserve for future replacement of 9-1-1 capital equipment.
 - 6.5.1 The RPC shall assist the Commission in creating a ten (10) year comprehensive statewide capital replacement plan for submittal to the Legislative Budget Board no later than November 1, 2003.
- 6.6 The RPC shall submit a Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the government code.
- 6.7 As provided by Texas Health & Safety Code 771.078(d), not more than ten percent (10%) of the money received by the RPC under Section 771.078(b) may be used for indirect costs by the RPC. The Governor's office will review and evaluate indirect costs and shall use the federal Office of Management and Budget circulars A-87 and A-122 or use any rules relating to the determination of indirect costs adopted under Chapter 783, Texas Government Code.

6.8 In accordance with Texas Health & Safety Code, Section 771.078, the Commission shall ensure that the RPC receives money for 9-1-1 services in two separately computed amounts, one each for the respective landline and wireless service fees. The amount distributed to the RPC shall be in accordance with Texas Health & Safety Code, Sections 771.078(b)(1) and (b)(2), not to exceed the appropriated amount, as follows:

- Landline service fee shall be calculated as follows:

Total Emergency Service Fee Revenue Collected, Deposited and Appropriated to the Commission	X	Total Emergency Service Fees Collected from the Region
		Total Emergency Service Fees Collected for the State

- Wireless service fee shall be calculated as follows:

Total Wireless Emergency Service Fee Revenue Collected, Deposited and Appropriated to the Commission	X	Population of Region
		Population of State

6.9 Upon a request from the RPC, the Commission shall provide the RPC with documentation and financial records of the amount of money collected in the region or of an amount of money allocated to the RPC, in accordance with Texas Health & Safety Code, Section 771.078, and this Contract.

Art. 7. Surcharge

- 7.1 In accordance with Texas Health & Safety Code, Section 771.078(e), the Commission may allocate surcharges under Section 771.072(d) by means of this Contract.
- 7.2 Section 771.072 of Texas Health & Safety Code indicates that the Commission may periodically allocate surcharges to the RPC for use in implementing the approved strategic plan to provision 9-1-1 service throughout its region.
- 7.3 As implemented by Commission Rule 251.6, *Guidelines for Strategic Plans, Amendments, and Revenue Allocation*, it is the policy of the Commission to obligate surcharge funds for the biennium, based upon the approved RPC strategic plan and appropriated funds for the current biennium. The allocation of surcharge, as well as all other 9-1-1 funds, is contingent upon the RPC's compliance with the terms of this Contract, Commission policies and rules, as well as, all applicable law.

Art. 8. 9-1-1 Funds Distribution

- 8.1 The Commission will distribute all 9-1-1 funds, both service fee and surcharge, in accordance with Texas Law and CSEC rule and policy. As provided by Texas Government Code, Article IX, Section 6.34 (a), General Appropriations Act, 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.
- 8.2 Quarterly disbursement of 9-1-1 funds to the RPC shall be made on a reimbursement basis according to current Commission policy. 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 Art. 9. RPC Emergency Funding).
- 8.3 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 Commission policy. Start-up funding is defined as cash from appropriated funds provided by the Commission to the region to pay initial fiscal year 9-1-1 program expenses, prior to the first quarterly reimbursement request being received for the current fiscal year. Start-up funds from the prior fiscal year, ending the preceding August 31st, shall be returned to the Commission no later than October 30th each year.

Art. 9. RPC Emergency Funding

- 9.1 The Commission may provide appropriated funds to the RPC upon demonstration and documentation that a financial emergency exists that will compromise the 9-1-1 system or impact public safety.
- 9.2 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 their 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.
- 9.3 Emergency funds may be distributed based upon the documented expenditures creating the need. The provision of emergency funds will be used for specific operational and administrative expenses identified in the supporting documentation.

- 9.4 The request shall include a narrative description of what the funds are to be used for, and how these expenditures relate to their strategic plan.
- 9.5 The Commission will review the request for accuracy and compliance with the current approved strategic plan and agency policy statements. Upon review and approval of the request, the Commission will disburse the necessary funding, not to exceed the RPC approved strategic plan and the appropriation of revenues.
- 9.6 The advanced funds shall remain at the regional level, supporting operations and administration expenses throughout the fiscal year, and will be reconciled in the fourth quarter of each fiscal year.

Art. 10. Strategic Planning

- 10.1 In accordance with Texas Health & Safety Code, Section 771.055, as amended by House Bill 1983 (76th Legislative Session), the RPC shall develop a regional plan for the establishment and operation of 9-1-1 service throughout the respective region. The 9-1-1 service must meet the standards established by the Commission. A regional plan must describe how the 9-1-1 service is to be administered.
- 10.2 The RPC must update its regional plan at least once during each state fiscal biennium, and must include the following:
 - 10.2.1 A description of how money allocated to the region is to be allocated throughout the region served by the RPC;
 - 10.2.2 Projected financial operating information for the two state fiscal years following the submission of the plan;
 - 10.2.3 Strategic planning information for the five state fiscal years following submission of the plan; and
 - 10.2.4 A Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the Government Code.
- 10.3 The RPC shall submit a regional plan, or amendment to the plan, to the Commission for review and approval or disapproval, as required by Texas Health & Safety Code, Section 771.056. In turn, the Commission shall consider the appropriateness of the plan or amendment in satisfying the standards set by the Commission, the cost and effectiveness of the plan or amendment, as well as the appropriateness of the plan or amendment in context with overall statewide 9-1-1 service.

- 10.4 The Commission shall notify the RPC of the approval or disapproval of the regional plan submission, or an amendment to the plan, within 90 days of receipt of an administratively complete submission. Amendments that do not require Commission approval, as defined by Commission Rule 251.6, *Guidelines for Strategic Plans, Amendments, and Revenue Allocation*, will be reviewed and the RPC notified of approval or disapproval within 15 working days of receipt by Commission staff. If the plan or amendment is disapproved, the Commission will provide specific reasons for such, and shall establish a deadline for submission of a modified plan.
- 10.5 If the plan or amendment is approved, the Commission shall allocate to the RPC from the money collected under Texas Health & Safety Code, Sections 771.071, 771.0711, and/or 771.072 as appropriated to the Commission, and in accordance with the terms of this Contract.
- 10.6 The Commission may withhold distribution of funds to the RPC until an administratively complete strategic plan is submitted according to Commission policy, procedure and strategic planning guidelines.

Art. 11. Reporting Requirements

- 11.1 The RPC shall submit financial and performance information and reports regarding 9-1-1 service and administration to the Commission in accordance with Texas Health & Safety Code Section 771.078. The RPC shall provide the reporting information in accordance with standards and guidelines established by Commission rules and policies. The RPC shall submit the following information to the Commission, at least once per quarter of each fiscal year.
 - 11.1.1 Financial information regarding administrative and program expenses shall be reported in accordance with generally accepted accounting principles.
 - 11.1.2 Information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC.
- 11.2 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 at a minimum the following information to the Commission, at least once per quarter of each fiscal year, according to current Commission policy.
 - 11.2.1 Total 9-1-1 calls answered per month
 - 11.2.2 Outage of 9-1-1 service (type and duration)

- 11.2.3 Total Wireline calls answered per month
- 11.2.4 Total Wireless 9-1-1 calls answered per month

Art. 12. Use of Answering Points

- 12.1 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 answering points and the creation of new answering points in accordance with Texas Health & Safety Code Section 771.078.

Art. 13. Dispute Resolution

- 13.1 The dispute resolution process provided for in Chapter 2260, Subsection F, Title 10, of the Texas Government Code must be used by the Commission and the RPC to attempt to resolve all 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, the applicable law or policy, or this Contract.
- 13.2 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 Art. 13, until they have exhausted the procedures set out in this Art. 13.
- 13.3 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. Notwithstanding Section 2230.052(b) of the Texas Government Code, 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.
- 13.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to mediation by an administrative law judge employed by the State Office of Administrative Hearings (SOAH), as authorized by Chapter 2009 of the Texas Government Code law.
- 13.5 Within 45 calendar days after the effective date of this Contract, the Commission agrees to contract with SOAH to mediate any future disputes between the parties described in Article 13.1. Each party agrees to pay one-half the total fee and expenses SOAH charges for conducting a mediation, and the Commission agrees that the RPC's share of the total is an allowable cost reimbursable to the RPC under this Contract.

- 13.6 The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 13.7 If the parties are unable to settle their dispute by mediation, either party may request a contested case hearing under Section 2260.102 of the Texas Government Code.

Art. 14. Miscellaneous Provisions

- 14.1 The RPC shall work with the Commission, the local governments and PSAPs to develop, maintain and regularly monitor performance of the operation and the provision of 9-1-1 service and to develop and implement risk assessment processes.
- 14.2 As the RPC becomes aware of the need for additional training or expertise relating to the planning, development, implementation or operation of 9-1-1 service (including addressing or address maintenance activities), by the RPC, the local governments or PSAPs in their areas, the RPC shall notify the Commission promptly of that need so that all parties may address that need in a timely manner.
- 14.3 Unless otherwise directed by the Commission, the RPC shall arrange for the performance of an annual financial and compliance audit of its financial statements and internal control environment according to the requirements of the Texas UGMS and the Texas Single Audit Circular, as established by the Governor's Office of Budget and Planning, under the authority of Chapter 783 of the Texas Government Code. The RPC shall be liable to the Commission for any costs disallowed as a result of the audit of its financial statements and internal control environment pursuant to funds received under the terms of this Contract.
- 14.4 The RPC recognizes the right of the State Auditor's Office to review and/or audit the RPC's documentation and accounts relevant to the state-funded 9-1-1 program as authorized by Texas Government Code, Chapter 321. Such an audit or review is considered separate and apart from audits required by UGMS.
- 14.5 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations shall be made part of this Contract by way of attachment.
- 14.6 The RPC shall provide, at a minimum, the CSEC with the following reports and/or information as required by Commission policy:
- 14.6.1 Quarterly Financial Status Reports
 - 14.6.2 Quarterly Performance Reports
 - 14.6.3 Compliance monitoring information, data and documentation
 - 14.6.4 Supporting documentation for CSEC financial monitoring and sampling

CSEC
FY 2004/2005 Contract for 9-1-1 Services

page 12

- 14.6.5 Encumbrance and Payables Reporting
 - 14.6.6 Post Fiscal Year-End Reporting
 - 14.6.7 Emergency Funding Requests – supporting documentation
 - 14.6.8 Plan Amendments as required by Commission
- 14.7 To the extent of any conflict between any item in this Contract and an adopted Commission rule, present or future, the Commission rule shall prevail over the item in this Contract.
- 14.8 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.
- 14.9 This Contract takes effect on the date it is signed on behalf of the Commission, and it terminates on August 31 of the second year of the biennium.

AGREED TO:



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

9/8/03
Date



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

9/4/03
Date

ATTACHMENT "A"

FY 2004-2005 RECIPIENT 9-1-1 COSTS SUMMARY

Summary Costs Approved for Allocation

Approved July 31, 2003

North Central Texas Council of Governments

Budget Component	Plan Year	
	FY 2004	FY 2005
Administrative Costs	\$620,034	\$620,037
Capital Replacement Costs	\$14,500	\$3,500
Program Costs	\$3,415,233	\$3,415,230
Total Costs	\$4,049,767	\$4,038,767

Method of Finance	Plan Year	
	FY 2004	FY 2005
Appropriated Service Fees	\$4,049,767	\$4,038,767
Appropriated Equalization Surcharge	\$0	\$0
Other Revenue	\$0	\$0
Total Allocation	\$4,049,767	\$4,038,767
Difference	\$0	\$0



**Commission on
State Emergency
Communications**

333 Guadalupe Street,
Suite 2-212
Austin, Texas
78701-3942

Phone:
512-305-6911 V/TTY

Fax:
512-305-6937

www.911.state.tx.us

February 26, 2004

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

RE: Executed Contract Addendum

Mr. Eastland:

Enclosed, please find your copy of the fully executed Addendum to the Contract for 9-1-1 Services between the Commission on State Emergency Communications (CSEC) and the North Central Texas Council of Governments. This amendment was approved at the February 4, 2004 Commission Meeting.

As always, we appreciate your staff's continued commitment to the State of Texas 9-1-1 Program. Should you have any questions, please feel free to contact me.

Sincerely,

Paul Mallett
Executive Director

enclosure

cc: Christy Williams, 9-1-1 Program Manager
Monte Mercer, Director of Administration

MAR -5 2004

Contract Addendum

This addendum is to that certain Contract ("Contract") between the North Central Texas Council of Governments ("RPC") and the Commission on State Emergency Communications ("Commission"), (collectively, "the parties"), for Fiscal Years 2004 - 2005. The purpose of this contract addendum is to incorporate required language per the General Appropriations Act for the FY 2004 – 2005 funding Biennium. Article 2 of the Contract is amended by adding the following:

Art. 2. Compliance with Applicable Law

- 2.1.1 As specified in the General Appropriations Act (Act) for the Fiscal Biennium FY2004 – 2005, Article IX, Section 6.13 Limitation on Grants to Units of Local Government, funds appropriated by this Act may not be expended in the form of a grant to, or a contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to limitations and reporting requirements similar to those provided by:
- 2.1.1.1 Parts 2 and 3 of Article IX (except there is no requirement for increased salaries for local government employees);
 - 2.1.1.2 556.044, 556.005 and 556.006, Government Code; *mk*
 - 2.1.1.3 2113.012 and 2113.101, Government Code;
 - 2.1.1.4 6.28 of Article IX (Performance Rewards and Penalties);
 - 2.1.1.5 7.01 of Article IX (Budgeting and Reporting);
 - 2.1.1.6 7.02 of Article IX (Annual Reports and Inventories); and
 - 2.1.1.7 2102.0091, Government Code.

This contract addendum takes effect on the date it is signed on behalf of the Commission and it terminates on August 31, 2005.

AGREED TO:


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

2/27/04
 Date


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

2/17/04
 Date

RECEIVED
 FEB 24 2004
 CSEC

Attachment B

NCTCOG Database and GIS Requirements

North Central Texas Council of Governments
Requirements for Database & GIS Maintenance

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 centerline graphics 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 point graphics 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 graphics 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 Communities line graphics 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 Limits line graphics spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be incorporated:
 - City Name

The County shall send GIS data for street centerlines, address points, ESNs, 9-1-1 Communities and city limit boundaries, at least quarterly to the NCTCOG 9-1-1 Program. All files submitted to NCTCOG must be in ESRI shape file format.

The County shall resolve conflicts and problems related to the 9-1-1 GIS data maintained by County. If any issue regarding the GIS data arises which the County cannot resolve on its own, the County must contact NCTCOG within five business days in order to determine the best course of action to resolve the issue.

The County shall comply with NENA Standards on current and all future addressing and map data.

The County shall submit 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.

The County shall be responsible for submitting and maintaining quarterly budget reports with required documentation to the NCTCOG 9-1-1 Fiscal Analyst. These reports are due to the NCTCOG 9-1-1 fiscal analysts by the 10th day of each month following the end of the quarter.

The County shall at a minimum; back up weekly on a removable media all critical 9-1-1 GIS mapping files, coverage, and related data (street centerlines, address points, ESNs, and city limits) and store the removable media in a secure place.

The County will attend regularly scheduled meetings at NCTCOG.

The County shall meet all of the requirements set forth in CSEC Rule 251.9 – Guidelines for Database Maintenance.

The County shall track County commissioners 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 commissioners court or city council takes a course of action that would interfere with or be inconsistent with the data development and maintenance procedures followed by the County, the County must notify NCTCOG in writing within two business days in order to facilitate the development of an appropriate response.

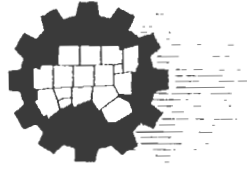
The County shall resolve any discrepancies between GIS layer databases and the MSAG database, as determined necessary by NCTCOG through its regular validation testing. Upon correction of any identified errors, the County will notify NCTCOG 9-1-1 Program, in writing, that the discrepancies have been corrected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

The County shall protect the confidentiality of addressing databases and of information furnished by telecommunications providers.

Attachment C
Manual ALI Request Form

MANUAL ALI QUERY REQUEST



North Central Texas
Council of Governments
9-1-1 Program

PSAP Name: _____

Date: _____

Telco Provider: (Circle) SBC Verizon Sprint Valor

This letter is to request the above mentioned telco vendor to enable the "Manual ALI Query" feature at above PSAP.

The 9-1-1 premises equipment provided by said telco at this PSAP has been configured to allow manual queries, and is compatible with the manual ALI query protocol of the telco, NCTCOG and database provider. Manual ALI query services will be used in the handling of emergency calls only.

*,

This PSAP and the operators 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 database coordinator has access to a statistical report of Manual ALI bids per PSAP. Misuse of the proprietary ALI information may be cause for the termination of this feature for the PSAP.

Please mail or fax this form to:

North Central Texas Council of Governments
9-1-1 Administrative Secretary
P. O. Box 5888
Arlington, Texas 76005-5888

~or~

Fax: 817-640-7492

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

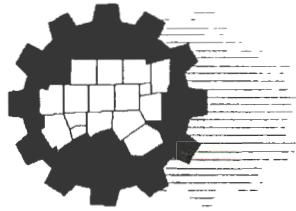
Chief or Sheriff

Date

Communications Supervisor

Date

Attachment D:
Request for Electronic Maintenance of Records



North Central Texas
Council of Governments

9-1-1 Program

Request for electronic maintenance of records

PSAP Name: _____

Date: _____

Telco Provider: (Circle) SBC Verizon Sprint Valor

This letter is to request the above-mentioned PSAP to discontinue printing out each individual 9-1-1 call on a detail printer and to keep the records electronically on MagIC.

Before the detail printer is disabled from printing each individual call, the Communications Supervisor or their designee will need to be fully trained on MagIC electronic record keeping system by NCTCOG personnel. The trained personnel from the above-mentioned PSAP would be responsible for training individual agency personnel and providing NCTCOG with proper documentation of training.

North Central Texas Council of Governments
9-1-1 Administrative Secretary
P. O. Box 5888
Arlington Texas 76005-5888

~or~

Fax: 817-640-7492

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

Chief or Sheriff

Date

Communications Supervisor

Date

*,


Attachment E

Addendum to Extend Current Contract

ADDENDUM
INTERLOCAL AGREEMENT
WITH NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

This addendum is to extend the termination date of the Interlocal Agreement with the North Central Texas Council of Governments for 9-1-1 Services initiated on September 1, 2002. This addendum will extend the current agreement until the 2004 Interlocal Agreement with the North Central Texas Council of Governments can be signed, processed and returned to the North Central Texas Council of Governments.


County Judge/City Manager


Mike Eastland, Executive Director
North Central Texas
Council of Governments

9-13-04
Date

9/24/04
Date



(903) 408-4195

HUNT COUNTY COMMISSIONERS

POST OFFICE BOX 1097 • GREENVILLE, TEXAS 75403-1097

RESOLUTION

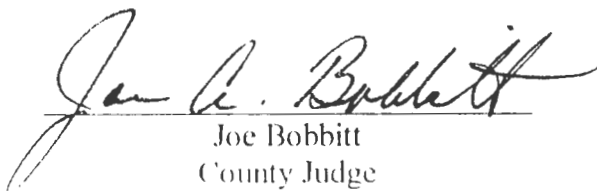
WHEREAS, Hoffman Estates is a plated Sub-Division of Hunt County and Marian Lane was accepted by Hunt County as a County Road in 1994.


WHEREAS, Marian Lane has been maintained by the county as a county road since 1994.

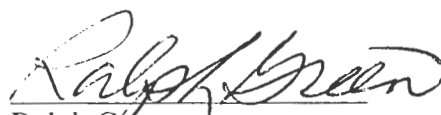
WHEREAS, not all county maintained roads have a four digit road number designation.

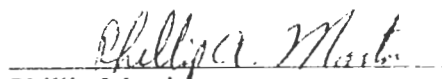
THEREFORE BE IT RESOLVED, that Hunt County request that TXDOT recognize Marian Lane as a county maintained road and that appropriate signage be installed by TXDOT and that the approach on State R-O-W be maintained by TXDOT in a way that is consistent with other county roads in Hunt County.

PASSED AND APPROVED ON THE 13th DAY SEPTEMBER 2004


Joe Bobbitt
County Judge


Kenneth Thornton
Commissioner Pct. 1


Ralph Green
Commissioner Pct. 2


Phillip Martin
Commissioner Pct. 3


Jim Latham
Commissioner Pct. 4

FILED FOR RECORD
at 3 o'clock
SEP 13 2004
By County Clerk
Linda L. Loomis
Hunt County, Texas