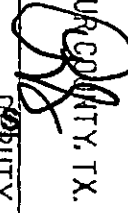


FILED  
TERRI ROSS  
COUNTY CLERK

2021 OCT 15 PM 3:03  
UPSHUR COUNTY, TX.  
BY  DEPUTY

**INTERLOCAL AGREEMENT FOR  
E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES**

**Article 1: Parties & Purpose**

- 1.1 The East Texas Council of Governments (ETCOG) 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. ETCOG has developed a Strategic Plan to establish and operate 9-1-1 service in State Planning Region 6, and the Commission on State Emergency Communications (CSEC) has approved its current Strategic Plan.
- 1.2 **UPSHUR COUNTY** ("LOCAL GOVERNMENT") is a local government that operates a Public Safety Answering Point ("PSAP") that assists in implementing the Strategic Plan as approved by CSEC.
- 1.3 CSEC, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

**Article 2: Effective Date and Term**

- 2.1 This Agreement is effective as of **September 1, 2021 to August 31, 2023.**
- 2.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, within 30 calendar days of said notice.
- 2.3 If this Agreement is terminated for any reason, ETCOG shall not be liable to Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

**Article 3: Stipulations**

As required by the Contract for 9-1-1 Services executed between ETCOG and CSEC, ETCOG 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 CSEC rules. At a minimum, the parties to this agreement agree:

- 3.1 To comply to all applicable laws including, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

- 3.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless ETCOG finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. ETCOG shall provide local government written notice of all new or amended policies, procedures or interpretations of CSEC rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against local government.
- 3.3 To reimburse ETCOG and/or CSEC for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by PSAP employees or other persons though this provision. This does not include ordinary wear and tear due to day to day use of equipment.

#### **Article 4: Program Deliverables**

- 4.1 The local government agrees to:
  - 4.1.1 Operate and maintain the one PSAP located in their jurisdiction;
  - 4.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and
  - 4.1.3 Cooperate with ETCOG in providing and maintaining suitable PSAP space meeting all technical requirements.
- 4.2 Ownership, Transference & Disposition of Equipment
  - 4.2.1. ETCOG and the local government shall comply with the Applicable Law, with regard to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).
  - 4.2.2 ETCOG shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. ETCOG may agree to transfer ownership to the local government according to established policy.
  - 4.2.3 Local government shall insure that sufficient controls and security exists by which to protect and safeguard the 9-1-1 equipment and data against loss, damage, or theft.
  - 4.2.4 Ownership and transfer-of-ownership documents shall be prepared by ETCOG and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. (See Attachments A and B)
  - 4.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by ETCOG except for that equipment transferred to local government ownership.

4.2.6 ETCOG and/or the CSEC shall be reimbursed by local government for any damage to 9-1-1 equipment other than ordinary wear and tear.

#### 4.3 Inventory

4.3.1 ETCOG shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law, and a physical inventory shall be conducted annually.

4.3.2 All 9-1-1 equipment shall be tagged with identification labels by ETCOG.

4.3.3 Any lost, stolen or failing 9-1-1 equipment shall be reported to ETCOG as soon as possible.

#### 4.4 Security

4.4.1 Local Government will protect the Customer Premise Equipment (CPE), by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance or use.

4.4.2 Local Government will comply with Criminal Justice Information Services (CJIS) Security Policy Version 5.9 dated 06/01/20 (CJISD-ITS-DOC-08140-5.9) as a minimum security mandate for CPE Workstations. A signed copy of the agreement must be available for inspection at all times

4.4.3 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 CPE Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*.

4.4.4 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of ETCOG. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by ETCOG.

4.4.5 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 Addresses.

4.4.6 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.

4.4.7 Local Governments shall insure that no personal devices access the USB ports on the CPE.

#### **4.5 Training and Public Education**

**4.5.1 Local governments shall notify ETCOG of any new 9-1-1 call takers and schedule for applicable training within 10 days of them being hired.**

**4.5.2 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 TDD/TTY refresher modules within 45 days of issuance, or attend the 4 hour TDD/TTY course at ETCOG, or Local Government hosted training.**

**4.5.3 Ensure that 9-1-1 PSAP Supervisory personnel or designee attend 2 yearly training/meetings offered at ETCOG to keep the PSAP updated on current events.**

**4.5.4 Ensure that all telecommunicator attend a 9-1-1 equipment and technology refresher course every 2 years.**

**4.5.5 Log and report all 9-1-1 in-house training & public education material distribution. Fax copies to ETCOG by the first of each month. If logs are not received by the 10<sup>th</sup> day of the month, documentation requesting the logs will be sent to the Chief /Sheriff. Copies shall also be made available upon request by ETCOG. (See Attachments C and D)**

#### **4.6 Facilities**

**4.6.1 Local Government's equipment room and 9-1-1 communications area must maintain a temperature of 65-80 degrees Fahrenheit.**

**4.6.2 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.**

**4.6.3 ETCOG 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.**

#### **4.7 Operations**

**Local government shall:**

**4.7.1 Designate a PSAP supervisor and provide related contact information (to include after hour contact information) as a single point of contact for ETCOG**

**4.7.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or ETCOG**

**4.7.3 Coordinate with ETCOG in the planning for, implementation and operation of all 9-1-1 equipment**

- 4.7.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required.
- 4.7.5 Assist ETCOG in conducting inspections of all 9-1-1 equipment at the PSAP as identified by ETCOG for quality assurance.
- 4.7.6 Testing of all 9-1-1 TDD/TTYs and the Network (landline & wireless) for proper operation and to maintain user familiarity at least once per month, per telecommunicator.
- 4.7.7 Log all 9-1-1 Equipment trouble, TDD/TTY test calls, and network test calls. Fax copies to ETCOG by the first of each month. If logs are not received by the 10<sup>th</sup> day of the month, documentation requesting the logs will be sent to the Chief /Sheriff. Copies shall also be made available upon request by ETCOG and The Department of Justice. (See Attachments E, F, and G)
- 4.7.8 Make no changes to 9-1-1 equipment, software, or programs without prior written consent from ETCOG.
- 4.7.9 Provide upon request any testing documentation or applicable paperwork required by CSEC and ETCOG within 24 hours.
- 4.7.10 Submit a signed Manual ALI Query form to ETCOG annually and agree to use ALI lookup feature only in the handling and processing of an emergency telephone call. (See Attachment H)
- 4.7.11 When the verification process produces incorrect ANI/ALI information the telecommunicator shall manually fill out the ANI/ALI discrepancy form. The ANI/ALI discrepancy form shall be completed and faxed back to ETCOG within 72 hours. (See Attachment I)
- 4.7.12 Each PSAP shall submit an emergency or contingency plan for 9-1-1 communications. This plan shall be accessible to ETCOG staff upon request.
- 4.7.13 Comply with ETCOG policy and procedures for PSAP moves/changes. (See Attachment J)
- 4.7.14 PSAP Agency should have adequate personnel trained and available to operate the generator when needed.
- 4.7.15 It is recommended that the PSAP/Agency shall have the generator tested quarterly, and load tested at least once a year, to ensure that all ETCOG equipment remains functional.
- 4.7.16 All telecommunicators shall re-transmit all wireless calls to receive most accurate caller location.

4.8 Supplies

4.8.1 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).

**Article 5: Performance Monitoring**

- 5.1 ETCOG and CSEC reserve the right to perform on-site monitoring of the PSAPs for compliance with Applicable Law and performance of the deliverables specified in this Agreement. Local Government agrees to fully cooperate with all monitoring requests from ETCOG and/or CSEC for such purposes.
- 5.2 ETCOG personnel will conduct site visits at least once per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement. (See Attachment K)

**Article 6: Procurement**

- 6.1 ETCOG may purchase, lease, or otherwise procure, on Local Government's behalf the 9-1-1 equipment, software, services, and other items described in the current Strategic Plan.
- 6.2 ETCOG and 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 7: Financial**

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

- 7.1 ETCOG 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.
- 7.2 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.
- 7.3 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 ETCOG's approved Strategic Plan.
- 7.4 Local government shall reimburse ETCOG and/or CSEC, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.
- 7.5 Such reimbursement of 9-1-1 Funds to ETCOG and/or CSEC, as applicable, shall be made by the Local Government within 60 days after demand by ETCOG, unless an alternative repayment plan is approved by ETCOG and then submitted to CSEC for approval.

**Article 8: Records**

- 8.1 Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to local government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in ETCOG's current approved Strategic Plan.
- 8.2 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 3 years after receiving its final payment under this contract. Local government may request in writing to maintain these records electronically if that technology is in place.
- 8.3 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.
- 8.4 ETCOG and/or CSEC are entitled to inspect and copy, the records maintained under this contract for as long as they are preserved. ETCOG is also entitled to visit Local Government offices, talk to its personnel, and audit its applicable 9-1-1 books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service, all during normal business hours, to assist in evaluating its performance under this contract;
- 8.5 CESC and the Texas State Auditor have the same inspection, copying, and visitation rights as ETCOG.
- 8.6 In terms of 9-1-1 records, excluding financial, Local Government shall comply with their retention schedule, as per state statute.

**Article 9: Assignment**

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

**Article 10: Nondiscrimination and Equal Opportunity**

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

**Article 11: Dispute Resolution**

- 11.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.
- 11.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 11, until they have exhausted the procedures set out in this Article 11.
- 11.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 11.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.
- 11.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.
- 11.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

**Article 12: Suspension for Unavailability of Funds**

- 12.1 Local Government acknowledges that ETCOG'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 ETCOG, or if the CSEC does not authorize ETCOG to use the fees to pay Local Government, ETCOG 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 ETCOG resumes payment.



**Article 13: Notice to Parties**

13.1 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 13.2 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 13.3.

13.2 **ETCOG's address is:**

ETCOG  
Attn: Executive Director  
3800 Stone Road  
Kilgore, Texas 75662  
903.218.6400 phone

13.3 **The Local Government's address is:**

Hon. Todd Tefteller  
County Judge  
Upshur County  
P. O. Box 790  
Gilmer, Texas 75644

13.4 A party may change its address by providing notice of the change in accordance with paragraph 13.1.

**Article 14: Force Majeure**

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

**Article 15: Confidentiality**

- 15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. **The parties agree to maintain the confidentiality of information received during the performance of this Agreement.**
- 15.2 The Local Government or its duly authorized representative will notify ETCOG upon receipt of any requests for information.

**Article 16: Indemnification**

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

**Article 17: Historically Underutilized Business Requirements**

- 17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

**Article 18: Miscellaneous**

- 18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.
- 18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.
- 18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.
- 18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

- Attachment A Ownership Agreement
- Attachment B Transfer of Ownership Form
- Attachment C 9-1-1 In-House Training Log
- Attachment D 9-1-1 Public Education Material Distribution Log
- Attachment E 9-1-1 Equipment Trouble Log
- Attachment F TDD/TTY Test Log
- Attachment G 9-1-1 Network & Text to 9-1-1 Test Log
- Attachment H Manual ALI Request Form
- Attachment I ANI/ALI Discrepancy Form
- Attachment J PSAP moves/changes
- Attachment K PSAP Monitoring
- Attachment L Commission Documents – Legislation, Rules and Program Policy Statements
- Attachment M ETCOG 911 Owned and Maintained Equipment Restriction of Use

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

18.7 This Agreement is executed in duplicate originals.

ETCOG  
 DocuSigned by:  
 By: David Cleveland  
7C1C7043A47045B  
 David A. Cleveland  
 Executive Director  
 Date: 9/21/2021

UPSHUR COUNTY  
 By: Todd Tefteller  
 Hon. Todd Tefteller  
 Upshur County, Judge  
 Date: 9-15-2021

As Sheriff of UPSHUR COUNTY, I hereby acknowledge and accept the terms of this agreement.

Larry Webb, Sheriff

Larry Webb  
 Date of Signature: 9-20-2021

## Attachment A Ownership Agreement

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

ETCOG hereby establishes all 9-1-1 equipment located at the UPSHUR COUNTY SHERIFF'S OFFICE, in Local Government's jurisdiction, to be the property of ETCOG, hereinafter referred to as "Owner".

Below 9-1-1 equipment is hereby defined as the property of Owner.

***CPE, ancillary equipment, and software necessary to the delivery of 9-1-1 calls.***

ETCOG  
DocuSigned by:  
By: David Cleveland  
79167015A4704F0  
David A. Cleveland  
Executive Director  
Date: 9/21/2021

UPSHUR COUNTY  
By: Todd Tefteller  
Hon. Todd Tefteller  
Upshur County, Judge  
Date: 9-15-2021

## Attachment B Transfer of Ownership Form

As stipulated in Article 4 of the Agreement between **ETCOG** and **UPSHUR COUNTY** dated **September 1, 2021 to August 31, 2023**, ETCOG shall document all transfers of ownership of 9-1-1 equipment between ETCOG and **UPSHUR COUNTY**.

Indicate the appropriate classification:

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

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

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

Continued.....

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

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

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

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

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

Approved:     Yes     No

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

Approved by: \_\_\_\_\_

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

Comptroller

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

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

Reviewed by: \_\_\_\_\_  
Executive Director (or other appropriate title of agency head)

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







**Attachment E  
ETCOG 9-1-1 Equipment Trouble Log**

**PSAP Name:**

<b>Date</b>	<b>Time</b>	<b>Reporting Party</b>	<b>Type of Trouble</b>	<b>Ticket #</b>	<b>Date/Time Cleared</b>	<b>Comments</b>

<b>Attachment F</b>				
<b>ETCOG TDD/TTY Test Log</b>				
<b>PSAP Name:</b>				
<b>Date</b>	<b>Time</b>	<b>Call Taker &amp; Receiver**</b>	<b>Length of Call</b>	<b>Disposition of Call</b>

<b>Attachment G</b>						
<b>ETCOG 9-1-1 Network &amp; Text to 9-1-1 Test Log</b>						
<b>PSAP Name:</b>						
<b>Date</b>	<b>Time</b>	<b>Call Taker Name</b>	<b>Wireless/ Landline</b>	<b>Telephone Number</b>	<b>Test Successful Yes or No</b>	<b>Unsuccessful report to TELCO log Date Resolve</b>

**Attachment H  
East Texas Council of Governments  
Regional 9-1-1 Program  
Manual ALI Request Form**

PSAP Name: Upshur County Sheriff's Department

This letter is to request that the "manual ALI Query" feature be enabled at Upshur County Sheriff's Department.

The 9-1-1 customer premises equipment (CPE) provided by ETCOG has been configured to allow manual queries and is compatible with the manual ALI query protocol of ETCOG 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.

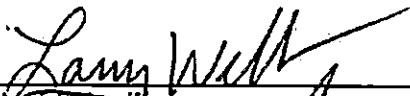
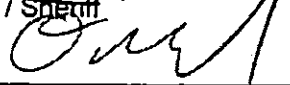
The ETCOG operations staff has access to a statistical report of Manual ALI Query per PSAP. Misuse of the proprietary ALI information may be cause for the termination of this feature for the PSAP.

Please mail, fax, email, or DocuSign this form and return it back to ETCOG no later than August 13, 2021 to:

East Texas Council of Governments  
Stephanie Heffner, Director of Public Safety  
3800 Stone Road  
Kilgore, Texas 75662

Or via Fax: 903-983-1440 or Email at stephanie.heffner@etcog.org Subject: **Interlocal Agreement-Manual ALI Agreement**

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

  
\_\_\_\_\_  
Chief / Sheriff  
  
\_\_\_\_\_  
Communications Supervisor / Manager

9-20-2021  
Date  
9/20/21  
Date

<b>Attachment I</b>			
<b>ANI/ALI Discrepancy Form</b>			
PSAP Name		Exchange	
Call Taker			
<b>DISPLAYED INFORMATION</b>			
DATE:	TIME:	ANI:	ESN:
NAME:			
ADDRESS:			
Phone Type (circle one) BUS RES COIN MOBL VOIP OTHER			
<b>REASON FOR CORRECTION</b>			
(check all that apply)			
NO RECORD FOUND		FOREIGN EXCHANGE (FX)	
MISROUTE	ROUTE TO:		
ADDRESS INCORRECT		ESN INCORRECT	
<b>CORRECT INFORMATION</b>			
DATE:	TIME:	ANI:	ESN:
NAME:			
ADDRESS:			
Phone Type (circle one) BUS RES COIN MOBL VOIP OTHER			
PSAP SUPERVISOR SIGNATURE:			DATE:
REMARKS:			

**Attachment J  
East Texas Council of Governments  
Regional 9-1-1 Program  
PSAP Move/ Add/ Change Policy**

All PSAPs must notify the assigned ETCOG's Director of Public Safety in writing on department letterhead signed by Chief/Sheriff and Supervisor of any moves, adds, or changes to the 9-1-1 equipment. Notification must be sent at least 90 days prior to request date. The letter must include the following information:

Type of move, add or change (remodel, moving of a position, move of dispatch, move of PSAP).

Date requested to move, add, or change.

On Site project manager contact information

Funding source

The PSAP must agree to notify ETCOG's Director of Public Safety of all meetings concerning the move, add, or change.

Any charges that occur during the move, add, or change that have not been approved by ETCOG Program Manager will be billed to the PSAP.

## ATTACHMENT K PSAP MONITORING

<b>Best Practices Model Monitoring Checklist for ETCOG PSAP's:</b>			
<b>County Name:</b> _____		<b>Date:</b> _____	
<b>PSAP Name:</b> _____		<b>Telephone Number:</b> _____	
<b>PSAP Contact Person:</b> _____		<b>RPC 9-1-1 Coordinator:</b> _____	
<b>Previous Findings:</b>			
<b>1. CPE - Front Room</b>			
<b>CPE: Leased or Owned</b>			
<b>CPE Vendor:</b>			
<b>CPE Maintenance Vendor:</b>			
<b>CPE Description/Model:</b>			
Category	Check if In Compliance	Findings	Comments
Lighting			
Cleanliness			
Ventilation			
Inventory tags Inventory Taken			
Secure from general public; accessible to PSAP staff			
Redundant 9-1-1 call taking equipment functioning (PPS 31)			
ANI/ALI display (PPS 31)			
Map display, if applicable			
No unauthorized third-party software/integration (PPS 31)			
Language Line speed dial/direct dial transfer/accessibility (PPS 31)			
Language Line account number & PSAP access code visible			

**ATTACHMENT K  
PSAP MONITORING  
PAGE 2**

Poison Control direct dial transfer (PPS 31)			
Poison Control 10-digit number displayed			
Published PSAP 10-digit emergency telephone number (PPS 31)			
RPC Contact information			
Wireless Phase I E9-1-1 level of service (PPS 31)			
Equipment repair/trouble contact information			
Make busy overflow	To: _____		
Contingency Plan (PPS 31) To: Name of	To: _____		
Network Testing (PPS 31)			
Maintenance trouble/trouble report logs			
Direct dial transfers & labels, if applicable			
9-1-1 ANI/ALI Discrepancy Reports			
TTY test call log (PPS 31)			
Required TTY training offered (PPS 31)			
Stand alone TTY accessible (PPS 31)			
Printer functioning - adequate paper & ribbon, if			



**ATTACHMENT K  
PSAP MONITORING  
PAGE 3**

<b>2. CPE Backroom</b>			
<b>Category</b>	<b>Check Box if In Compliance</b>	<b>Findings</b>	<b>Comments</b>
Redundant network connections functioning			
Cleanliness			
Ventilation			
Lighting			
Secure from general public; accessible to PSAP staff			
Back-up Power/UPS (PPS 31)			
Generator testing			
<b>3. Recorders</b>			
<b>Brand/Model:</b>			
<b>Category</b>	<b>Check Box if In Compliance</b>	<b>Findings</b>	<b>Comments</b>
Accessible			
Verify & list number of channels			
Verify & list number of channels dedicated to 9-1-1			
Functioning - each 9-1-1 line being recorded (PPS)			
Adequate supply of storage media			
<b>Monitored By:</b>	<b>PSAP Contact:</b>		
<b>Date:</b>	<b>Date:</b>		

## **Attachment L Commission Documents**

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

1. Commission Legislation: <https://www.csec.texas.gov>
2. Commission Rules: [https://www.csec.texas.gov/s/rules?language=en\\_US](https://www.csec.texas.gov/s/rules?language=en_US)
3. Commission Program Policy Statements: [https://www.csec.texas.gov/s/program-policy-statements?language=en\\_US&tabset-634e4=2](https://www.csec.texas.gov/s/program-policy-statements?language=en_US&tabset-634e4=2)


**Attachment M**  
**ETCOG 911 Owned and Maintained Equipment**  
**Restriction of Use**

ETCOG 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. This includes all equipment with an ETCOG inventory sticker and associated accessory equipment. This includes: Front room equipment - CPE equipment and workstations, monitors, keyboards, mouse's, printers and 911 phones. Back Room Equipment - UPS, routers, servers and bypass switches.

At no time is third party software or other equipment to be installed, added or plugged into ANY ETCOG equipment on site at the PSAP location. Specifically, the 911 UPS equipment is for the sole purpose of supporting the 911 system and no other equipment should be plugged into the 911 UPS or any outlets dedicated to the 911 UPS. Any electrical changes or configurations for the UPS equipment will be the sole responsibility of ETCOG and no other agency or vendor should work on 911 or UPS equipment. If the Local Governmental jurisdiction does not adhere to this request and failure of the equipment occurs it may be required to reimburse for the repair of the 911 and/or UPS Equipment.

If third party software is found on ETCOG equipment that is connected to the 911 UPS and/or 911 Equipment during an ETCOG monitoring visit, this finding will be referred to the ETCOG Executive Committee as a finding for non-compliance by the local jurisdiction. If Local Jurisdiction refuses to comply and correct the finding, the matter will be submitted to the Commission on State Emergency Communications.


Please acknowledge, by signing below, that the Local Jurisdiction is aware of these restrictions of Use for ETCOG 911 equipment:

  
Chief/Sheriff

9-20-2021  
Date

  
Communications Supervisor/Manager

9/20/21  
Date

FILED  
TERRI ROSS  
COUNTY CLERK  
2021 OCT 15 PM 3:03  
UPSHUR COUNTY, TX.  
BY   
DEPUTY