



TCOG Governing Board

Meeting Agenda

Presiding Location: 1117 Gallagher Drive, Sherman, Texas
Eisenhower Room
May 18, 2023 5:30 p.m.

- A. Call to Order & Declaration of a Quorum
- B. Invocation and Pledges
- C. Welcome Guests
- D. Public Comment
- E. Executive Director's Report
 - 1. Update on Strategic Priorities / Key Activities
- F. Approval of Minutes: Approve Meeting Minutes for April 20, 2023 and May 1, 2023
- G. Induct New Governing Board Member for 2023-2025

TCOG Governing Board Pledge: In accepting this responsibility as a Governing Board member, do you pledge: to uphold the bylaws of the organization, to be faithful in attendance, to strive to achieve the TCOG mission while representing our constituents, to foster full and active participation of all Governing Board members, and to promote our strengths as a region
- H. Consent
 - 1. **TCOG 9-1-1 Program PSAP Interlocal Agreement (RS):** Authorize the execution of Interlocal Agreements for 9-1-1 Public Safety Answering Points (PSAP) services for the period September 1, 2023 through August 31, 2025 with the City of Bonham, Fannin County, Grayson County, City of Whitesboro, City of Gainesville, and Cooke County
Beth Eggar, 9-1-1 Program Manager - page 5
 - 2. **TCOG 9-1-1 Program Interlocal Agreement for Backup and Training PSAP (RS):** Authorize the execution of Interlocal Agreement for 9-1-1 Public Safety Answering Point (PSAP) services for the period September 1, 2021 through August 31, 2023 with TCOG for our Backup and Training PSAP at TCOG
Beth Eggar, 9-1-1 Program Manager - page 22
- I. Action
 - 1. **FYE 2023 Cost Pool Report and Monthly Financial Statements (AF):** Review and accept the monthly Cost Pool report and financial statements
Lori Cannon, Financial Consultant - page 37
 - 2. **4th Workstation at Grayson County Sheriff's Office (RS):** Authorization for TCOG to request the Commission on State Emergency Communications (CSEC) approve a 4th 9-1-1 workstation at the Grayson County Sheriff's Office
Beth Eggar, 9-1-1 Program Manager - page 46
 - 3. **2023 Comprehensive Energy Assistance Program (CEAP) contract #58230003847 Amendment #2 (ES):** Ratify 2023 Comprehensive Energy Assistance Program (CEAP) Contract #58930003847 Amendment #2.
Judy Fullylove, Energy Services Director - page 57
- J. President's Report
- K. Adjourn

APPROVAL

Eric M. Bridges, Executive Director

AS: Aging Services Department AF: Administration & Finance Department CS: Client Services Department ES: Energy Services RS: Regional Services

Pursuant to the Texas Open Meeting Act, Government Code Chapter 551 one or more of the above items may be considered in executive session closed to the public, including but not limited to consultation with attorney pursuant to Texas Government Code Section 551.071 and Section 551.074 arising out of the attorney's ethical duty to advise TCOG concerning legal issues arising from an agenda item. Any decision held on such matter will be taken or conducted in open session following the conclusion of the executive session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Administration & Finance at 903-813-3512 two (2) work days prior to the meeting so that appropriate arrangements can be made. The above Agenda was posted online at <http://www.tcog.com> and physically posted at the Texoma Council of Governments offices in a place readily accessible to the public. The Agenda was also emailed to the County Clerk offices in Cooke and Fannin Counties, TX.

Members Present: Edwina Lane, James Thorne, Dr. John Spies, Jim Atchison (Zoom), Ken Keeler, John Burnett, Bryan Wilson, Scott Neu (Zoom). {Jim Atchison left the meeting at 6:45 p.m.}

Members Absent: Clifford Sicking, John Roane, Newt Cunningham, Juston Dobbs, Mike Springer

- A. Edwina Lane called the meeting to order at 5:34 p.m.
- B. James Thorne provided the invocation and Dr. Spies led the pledges.
- C. Guests included: Eric Bridges, Lori Cannon, Judy Fullylove, Beth Eggar, Miranda Harp, Sabino Botello, Mary Browning-Rodriguez, Molly Guard, Rayleen Bingham, Bonnie Arrington, Ryan Jewel
- D. There was no public comment.
- E. **Executive Director's Report**
 - 1. Eric Bridges provided an update on key activities, including the progress on TCOG's HVAC project, Ad Hoc Building Committee, Employee Tenure/Employee of the Year Awards, and the new EDA EAA implementation grant.
- F. **Approval of Minutes**
 - 1. Ken Keeler made a motion to accept the meeting minutes for February 16, 2023. James Thorne seconded the motion. Motion carried unanimously.
- G. **Consent**
 - 1. Dr. Spies made a motion to approve the consent items to adopt the Resolution Proclaiming April 2023 as Fair Housing Month; approve the 2023 TCOG Criminal Justice Advisory Committee Members; Authorize the submission to the Office of the Governor's Criminal Justice Division recommendations and results from the Criminal Justice Advisory Committee FY24 grant scoring meeting; approve the Household Hazardous Waste Collection Event at TCOG on April 29, 2023; and accept the of investments for the periods October 1, 2022 through December 31st, 2022 and January 1, 2023 through March 31st, 2023. John Burnett seconded the motion. Motion carried unanimously.
- H. **Action**
 - 1. Bryan Wilson made a motion to accept the FYE 2023 Cost Pool Report and Monthly Financial Statements. Dr. Spies seconded the motion. The motion carried unanimously.
 - 2. With regard to the proposed FYE 2024 TCOG Annual Financing Plan, a motion was made by Ken Keeler and seconded by Dr. Spies to approve the proposed staffing and salary budget authority; set the fixed, carry forward Indirect Cost Rate; approve the proposed membership dues schedule; and approve the proposed Holiday Schedule. The motion carried unanimously.
 - 3. A motion was made by Bryan Wilson to approve the FY 2023 Comprehensive Energy Assistance Program Emergency Supplemental contract #58930004000. James Thorne seconded. The motion carried unanimously.
 - 4. A motion was made by James Thorne and seconded by Bryan Wilson to approve budget amendment #2 for the Low-Income Housing Water Assistance Program (LIHWAP) contract #34210003695. The motion carried unanimously.
 - 5. A motion was made by James Thorne and seconded by John Burnett to approve the Matterport 3D Virtual Tour Proposal submitted by Click Photography. The motion carried with Bryan Wilson opposed.

6. A motion was made by Dr. Spies and seconded by John Burnett to approve the proposal for powerwashing and painting from XGI Powerwashing.. The motion carried unanimously.
7. At 7:31 p.m., Edwina Lane announced that the Board would convene into a closed Executive Session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee – Executive Director.
8. The Board returned to regular session at 7:38 p.m. In regular session, Dr. Spies made a motion seconded by John Burnett to authorize President Lane to negotiate with the Executive Director on a maximum 8.8% increase to be used on salary or other benefit to be determined. The motion carried unanimously.

I. Presidents Report

1. Edwina Lane thanked the board members and staff for their attendance. The meeting was adjourned at 7:45. p.m.

Members Present: Edwina Lane, Ken Keeler, Bryan Wilson, Dr. John Spies (Zoom), Jim Atchison (Zoom), Newt Cunningham (Zoom), John Roane (Zoom) Scott Neu (Zoom).

Members Absent: Clifford Sicking, John Burnett, Juston Dobbs, Mike Springer, James Thorne

- A. Edwina Lane called the meeting to order at 5:32 p.m.
- B. Guests included: Eric Bridges, Gary Clements
- C. There was no public comment.
- D. **Action**
 - 1. Dr. Spies make a motion to authorize the Executive Director to negotiate two new boilers/circulating pump and to disencumber the reserve (committed) general funds to the project. Bryan Wilson seconded the motion. The motion carried unanimously.
- E. **Presidents Report**
 - 1. Edwina Lane thanked the board members and guests for their attendance. The meeting was adjourned at 5:46. p.m.

TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Beth Eggar, 9-1-1 Program Manager *Bz*
DATE: 5/8/2023
RE: TCOG 9-1-1 Program PSAP Interlocal Agreement

RECOMMENDATION

Authorize the execution of Interlocal Agreements for 9-1-1 Public Safety Answering Point (PSAP) services for the period September 1, 2023 through August 31, 2025 with the City of Bonham, Fannin County, Grayson County, City of Whitesboro, City of Gainesville and Cooke County

BACKGROUND

The Texoma Council of Governments 9-1-1 Program provides management and planning support on behalf of seven 9-1-1 Public Safety Answering Points (PSAPs) in the region. The program works to ensure compliance with rules and regulations set forth by the Texas Commission on State Emergency Communications, the Federal Department of Justice and others. Projects include strategic planning and budgeting, compliance, contracts, call taker training, capital equipment, database maintenance, new technology implementation, GIS services, and coordination between local and state agencies.

DISCUSSION

CSEC requires Interlocal Agreements between TCOG and local governments with PSAPs administered by the 9-1-1 Program to coincide with the state biennium and program years. The current agreements expire August 31, 2023. The new agreements will be for the period September 1, 2023 through August 31, 2025. The agreement is the same signed during the last biennium FY2022-2023.

BUDGET

No budget impact.

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

Article 1: Parties & Purpose

1.1 The Texoma Council of Governments (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 22, and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 (Local Jurisdiction) is a local government that operates Public Safety Answering Points (PSAP) that assists in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

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

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the Whitesboro Police Department PSAP located at 113 West Main Street, Whitesboro, Texas;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by the RPC and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers with the monthly Call Volume and Equipment Testing Report to ensure applicable training is provided.

3.5.2 The Local Government shall schedule new call takers for TDD/TTY beginner training within the first six months of employment.

3.5.3 The Local Government shall schedule all call takers for TDD/TTY refresher training every six months as required by the Americans with Disabilities Act and the Department of Justice guidelines. Any call taker who does not attend scheduled refresher training shall attend the next available beginner training.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and complete the 9-1-1 PSAP Supervisor Form and return to the RPC. Any changes in information previously provided on the form should be reported immediately to the RPC;

3.6.2 Monitor and test the 9-1-1 equipment in accordance with the monthly equipment checklist and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

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

3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation in accordance with the monthly TDD test form. Each call taker should perform at least one TDD test call each month.

3.6.7 Log Text test calls performed monthly by each call taker on form provided by RPC.

3.6.8 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990 on forms provided by RPC;

3.6.9 Log all trouble reports on form provided by RPC and make copies available to the RPC as required by the RPC;

3.6.10 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

3.6.11 Comply with all the requirements identified in the Scope of Work (Attachment C).

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The RPC shall reimburse Local Government for supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

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

Article 9: Nondiscrimination and Equal Opportunity

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

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

Texoma Council of Governments

1117 Gallagher Drive
Sherman, Texas 75090

The Local Government's address is:

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2023 and shall terminate on August 31, 2025.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

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

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

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

Article 17: Historically Underutilized Business Requirements

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

Article 18: Miscellaneous

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

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

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

| | |
|--------------|-------------------------------------------------------------------------|
| Attachment A | Ownership Agreement |
| Attachment B | Transfer of Ownership Form |
| Attachment C | Scope of Work |
| Attachment D | PSAP Operations Performance Measures and Monitoring |
| Attachment E | Commission Documents – Legislation, Rules and Program Policy Statements |

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

18.7 This Agreement is executed in duplicate originals.

TEXOMA COUNCIL OF GOVERNMENTS

(Local Jurisdiction)

By:_____

By:_____

Printed Name: Eric Bridges

Printed Name_____

Title: Executive Director

Title:_____

Date:_____

Date:_____

Attachment A Ownership Agreement

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

The RPC hereby establishes all 9-1-1 equipment located at Whitesboro Police Department, in Grayson County, to be the property of the Texoma Council of Governments, hereinafter referred to as "Owner".

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

TEXOMA COUNCIL OF GOVERNMENTS

Local Jurisdiction

By: _____

By: _____

Printed Name: Eric Bridges

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

NOTE: NOT APPLICABLE TO THIS AGREEMENT

Attachment B Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between [REDACTED] (RPC) and [REDACTED] (Local Government) dated [REDACTED], 20[REDACTED], the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer _____ Disposition _____ Lost _____

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

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

Continued.....

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: ____ Yes ____ No

Proceeds, if any: _____

Approved by: _____

Title: _____
 Comptroller

Date: _____

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

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

Date: _____

Attachment C

Scope of Work

Local Governments will:

- Follow industry standards and best practices for handling of 9-1-1 calls for service.
- Comply with established operating procedures from the Commission on State Emergency Communications pertaining to 9-1-1 service.
- Designate a PSAP Supervisor and complete the 9-1-1 PSAP Supervisor Form and return to the RPC. Any changes in information previously provided on the form should be reported immediately to the RPC.
- Coordinate with TCOG in the planning for, implementation and operation of 9-1-1 equipment.
- Monitor the 9-1-1 equipment, report any failures or maintenance issues immediately to the appropriate equipment maintenance provider, and notify TCOG if appropriate response is not forthcoming from the company.
- Keep a log of all trouble reports and make copies available to TCOG at monitoring visits or upon request.
- Notify TCOG as soon as possible of any and all major service-affecting issues or issues needing escalation within a service provider's organization.
- Coordinate with TCOG Staff regarding 9-1-1 service issues prior to releasing information to the media or posting to social media.
- Test all 9-1-1 and related equipment for proper operation and user familiarity at least once per month, in accordance with the Commission on State Emergency Communications requirements and guidelines. Testing is to be documented on the Call Volume and Equipment Testing Report and returned to the RPC by the 5th day of the following month.
- Test alternate routing switches (Make Busy or Emergency Transfer) once a month. Testing is to be documented on the Call Volume and Equipment Testing Report and returned to the RPC by the 5th day of the following month.
- Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per month.
- Log all TDD/TTY calls including all test calls, and make copies available to TCOG (and the Department of Justice if requested) on a monthly basis. Each dispatcher is to make at least one TDD test call per month. Testing is to be documented on the TDD Use Log and returned to the RPC by the 5th day of the following month.
- Log Text test calls monthly to be performed by each call taker. Testing is to be documented on the Text Test Log and returned to the RPC by the 5th day of the following month.
- Limit access to all 9-1-1 equipment and related data only to trained, authorized personnel.
- Make no changes to the 9-1-1 equipment, software or programs without prior written consent from TCOG.
- 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.
- Fax, mail or email required reports or printouts to TCOG in time frame requested.
- Not change or modify any configuration, software or hardware provided by TCOG.
- Notify TCOG of any service provider changes and/or changes in phone numbers programmed on the 9-1-1 equipment.

- Submit 9-1-1 ANI/ALI/Routing Discrepancy Reports to TCOG within three (3) business days of receiving the initial 9-1-1 call with information in error, per CSEC policy. Discrepancy reports may be provided through online internet access to the database provider or by submitting a completed TCOG 9-1-1 ALI Report form by email or fax.

The RPC will:

- Maintain an inventory of all equipment funded by the 9-1-1 Program.
- Provide oversight, management and coordination of all matters related to 9-1-1 service on behalf of the Local Government, as authorized and outlined through the Commission on State Emergency Communications.
- Obtain and provide insurance on equipment purchased with 9-1-1 funds and kept at the Local Government offices for provisioning 9-1-1 service.
- Coordinate and provide for all technical activities related to provisioning 9-1-1 service.
- Comply with established operating procedures from the Commission on State Emergency Communications pertaining to 9-1-1 service.

TEXOMA COUNCIL OF GOVERNMENTS

(Local Jurisdiction)

By: _____

By: _____

Printed Name: Eric Bridges

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Attachment D

PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

1. ALI Reports (9-1-1 Discrepancies) within three (3) business days;
2. PSAP Call Volume and Equipment Testing Report by the 5th day of each month

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs with service affecting issues upon request;
2. Report of TTY/TDD testing by 5th day of each month.
3. Report of Text test calls by 5th of each month.

Quality Assurance Inspections

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

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

The RPC's equipment vendor will conduct equipment maintenance inspections on a quarterly basis, and more often if necessary. In addition, the RPC may conduct periodic inspections of the equipment, with or without equipment vendors, in order to assess condition and assure quality.

Attachment E

Commission Documents

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

1. Commission Legislation and Rules: https://www.csec.texas.gov/s/?language=en_US&tabset-fa183=1
2. Commission Program Policy Statements: https://www.csec.texas.gov/s/program-policy-statements?language=en_US&tabset-634e4=2&tabset-f25bf=1

TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Beth Eggar, 9-1-1 Program Manager *BE*
DATE: 5/8/2023
RE: TCOG 9-1-1 Program Interlocal for Backup and Training PSAP

RECOMMENDATION

Authorize the execution of Interlocal Agreement for 9-1-1 Public Safety Answering Point (PSAP) services for the period September 1, 2021 through August 31, 2023 with TCOG for our Backup and Training PSAP at TCOG.

BACKGROUND

The Texoma Council of Governments 9-1-1 Program provides management and planning support on behalf of seven 9-1-1 Public Safety Answering Points (PSAPs) in the region. The program works to ensure compliance with rules and regulations set forth by the Texas Commission on State Emergency Communications, the Federal Department of Justice and others. Projects include strategic planning and budgeting, compliance, contracts, call taker training, capital equipment, database maintenance, new technology implementation, GIS services, and coordination between local and state agencies.

DISCUSSION

The Interlocal Agreement (ILA) is between the TCOG 9-1-1 Program and the Texoma Council of Governments. Oversight will be conducted by the TCOG 9-1-1 Program and the Commission on State Emergency Communications. (See attached ILA)

BUDGET

No budget impact.

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

Article 1: Parties & Purpose

1.1 The Texoma Council of Governments (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 22, and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 The Texoma Back-Up/Training PSAP is a local government that operates Public Safety Answering Points (PSAP) that assists in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with the Back-Up PSAP relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

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

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Back-Up PSAP 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Back-Up PSAP written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Back-Up PSAP.

Article 3: Deliverables

3.1 The Back-Up PSAP agrees to:

3.1.1 Operate and maintain the Texoma Back-Up/Training PSAP(s) located at 1117 Gallagher Drive Sherman, Texas;

3.1.2 In the event that the Texoma Back-Up/Training is requested as a back-up PSAP from a member jurisdiction, the member jurisdiction will be responsible to provide 9-1-1 public safety answering service 24 hours per day, seven days per week as needed by ; and

3.1.3 Cooperate in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Back-Up PSAP shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Back-Up PSAP's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Back-Up PSAP according to established policy.

3.2.3 The Back-Up PSAP shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by the RPC and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by TCOG for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC and the Commission as soon as possible.

3.4 Security

3.4.1 The Back-Up PSAP shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Operations

The Back-Up PSAP shall:

3.5.1 Monitor and test the 9-1-1 equipment in accordance with the monthly equipment checklist and report any failures or maintenance issues immediately to the appropriate maintenance vendor.

3.5.2 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

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

3.5.4 Test all Telecommunications Devices for the Deaf (TDD) for proper operation in accordance with the monthly TDD test form.

3.5.5 Log Text test calls performed monthly by each call taker on form provided by RPC.

3.5.6 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990 on forms provided by RPC;

3.5.7 Log all trouble reports on form provided by RPC.

3.5.8 Make no changes to 9-1-1 equipment, software or programs.

3.5.11 Comply with all the requirements identified in the Scope of Work (Attachment C).

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables

specified in this Agreement. The Back-Up PSAP agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

Article 5: Procurement

5.1 The RPC agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 TCOG shall reimburse the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.3 Such reimbursement of 9-1-1 Funds to the Commission, as applicable, shall be made by TCOG within 60 days after demand by the Commission, unless an alternative repayment plan is approved by the Commission.

6.4 The Back-Up PSAP commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Back-Up PSAP for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Back-Up PSAP, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Back-Up PSAP may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Back-Up PSAP shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Back-Up PSAP provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Back-Up PSAP, and no other legal procedure shall exist whereby payment hereunder can be made to Back-Up PSAP; and (iv) RPC has negotiated in good faith with Back-Up PSAP to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Back-Up PSAP for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

Texoma Council of Governments
1117 Gallagher Drive
Sherman, Texas 75090

Back-Up PSAP's address is:

Texoma Council of Governments
1117 Gallagher Drive
Sherman, Texas 75090

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2023 and shall terminate on August 31, 2025.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Back-Up PSAP for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Back-Up PSAP 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 Back-Up PSAP. The burden of proof for the need of such relief shall rest upon the Back-Up PSAP. To obtain release based on force majeure, the Back-Up PSAP shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Back-Up PSAP or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

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

Article 17: Historically Underutilized Business Requirements

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

Article 18: Miscellaneous

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

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

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A Ownership Agreement

| | |
|--------------|-------------------------------------------------------------------------|
| Attachment B | Transfer of Ownership Form |
| Attachment C | Scope of Work |
| Attachment D | PSAP Operations Performance Measures and Monitoring |
| Attachment E | Commission Documents – Legislation, Rules and Program Policy Statements |

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

18.7 This Agreement is executed in duplicate originals.

TEXOMA COUNCIL OF GOVERNMENTS

By:_____

Printed Name: Eric Bridges

Title: Executive Director

Date:_____

**TEXOMA COUNCIL OF
GOVERNMENTS 9-1-1 PROGRAM**

By:_____

Printed Name: Beth Eggar

Title: 9-1-1 Program Manager

Date:_____

Attachment A Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Back-Up PSAP's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at 1117 Gallagher Drive, in Sherman, Texas, to be the property of the Texoma Council of Governments, hereinafter referred to as "Owner".

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

TEXOMA COUNCIL OF GOVERNMENTS

By: _____

Printed Name: Eric Bridges

Title: Executive Director

Date: _____

TEXOMA COUNCIL OF GOVERNMENTS 9-1-1 PROGRAM

By: _____

Printed Name: Beth Eggar

Title: 9-1-1 Program Manager

Date: _____

NOTE: NOT APPLICABLE TO THIS AGREEMENT

Attachment B Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between _____ (RPC) and _____ (Local Government) dated _____, 20____, the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer _____ Disposition _____ Lost _____

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

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

Continued.....

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: ____ Yes ____ No

Proceeds, if any: _____

Approved by: _____

Title: _____
 Comptroller

Date: _____

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

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

Date: _____

Attachment C Scope of Work

RPC Staff will:

- Follow industry standards and best practices for handling of 9-1-1 calls for service.
- Comply with established operating procedures from the Commission on State Emergency Communications pertaining to 9-1-1 service.
- Monitor the 9-1-1 equipment, report any failures or maintenance issues immediately to the appropriate equipment maintenance provider
- Keep a log of all trouble reports
- Test all 9-1-1 and related equipment for proper operation and user familiarity at least once per month, in accordance with the Commission on State Emergency Communications requirements and guidelines.
- Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per month.
- Log all TDD/TTY calls including all test calls
- Log Text test calls monthly to be performed by each call taker.
- Limit access to all 9-1-1 equipment and related data only to trained, authorized personnel.
- Make no changes to the 9-1-1 equipment, software or programs.
- 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.
- Not change or modify any configuration, software or hardware
- Maintain an inventory of all equipment funded by the 9-1-1 Program.
- Provide oversight, management and coordination of all matters related to 9-1-1 service, as authorized and outlined through the Commission on State Emergency Communications.
- Obtain and provide insurance on equipment purchased with 9-1-1 for provisioning 9-1-1 service.
- Coordinate and provide for all technical activities related to provisioning 9-1-1 service.
- Comply with established operating procedures from the Commission on State Emergency Communications pertaining to 9-1-1 service.

TEXOMA COUNCIL OF GOVERNMENTS

By: _____

Printed Name: Eric Bridges

Title: Executive Director

Date: _____

TEXOMA COUNCIL OF GOVERNMENTS 9-1-1 PROGRAM

By: _____

Printed Name: Beth Eggar

Title: 9-1-1 Program Manager

Date: _____

Attachment D

PSAP Operations Performance Measures and Monitoring

Quality Assurance Inspections

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

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

The RPC's equipment vendor will conduct equipment maintenance inspections on a quarterly basis, and more often if necessary. In addition, the RPC may conduct periodic inspections of the equipment, with or without equipment vendors, in order to assess condition and assure quality.

Attachment E

Commission Documents

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

1. Commission Legislation and Rules: https://www.csec.texas.gov/s/?language=en_US&tabset-fa183=1
2. Commission Program Policy Statements: https://www.csec.texas.gov/s/program-policy-statements?language=en_US&tabset-634e4=2&tabset-f25bf=1

TO: TCOG Governing Board
FROM: Lori A. Cannon, Financial Consultant
THRU: Eric M. Bridges, Executive Director *EMB*
DATE: May 18, 2023
RE: FYE 2023 Cost Pool Report and Financial Statements

RECOMMENDATION

Review and accept TCOG's FYE 2023 Cost Pool Report and Monthly Financial Statements

BACKGROUND

Each month the Governing Board is presented with a status update of the prior month and current (unreconciled) fiscal year budgets for the indirect cost allocation pool and the central service IT pool as well as a prior and current month Balance Sheet and Statement of Revenues and Expenditures report.

DISCUSSION

The following documents are attached: prior month updated Statement of Proposed Indirect Costs for FYE 4/30/2023 and status report depicting fiscal year budget with fiscal year to date expense and budget balance; a Balance Sheet; a Statement of Revenues and Expenditures; and a status report of our General Funds depicting fiscal year budget with fiscal year to date expense and budget balance.

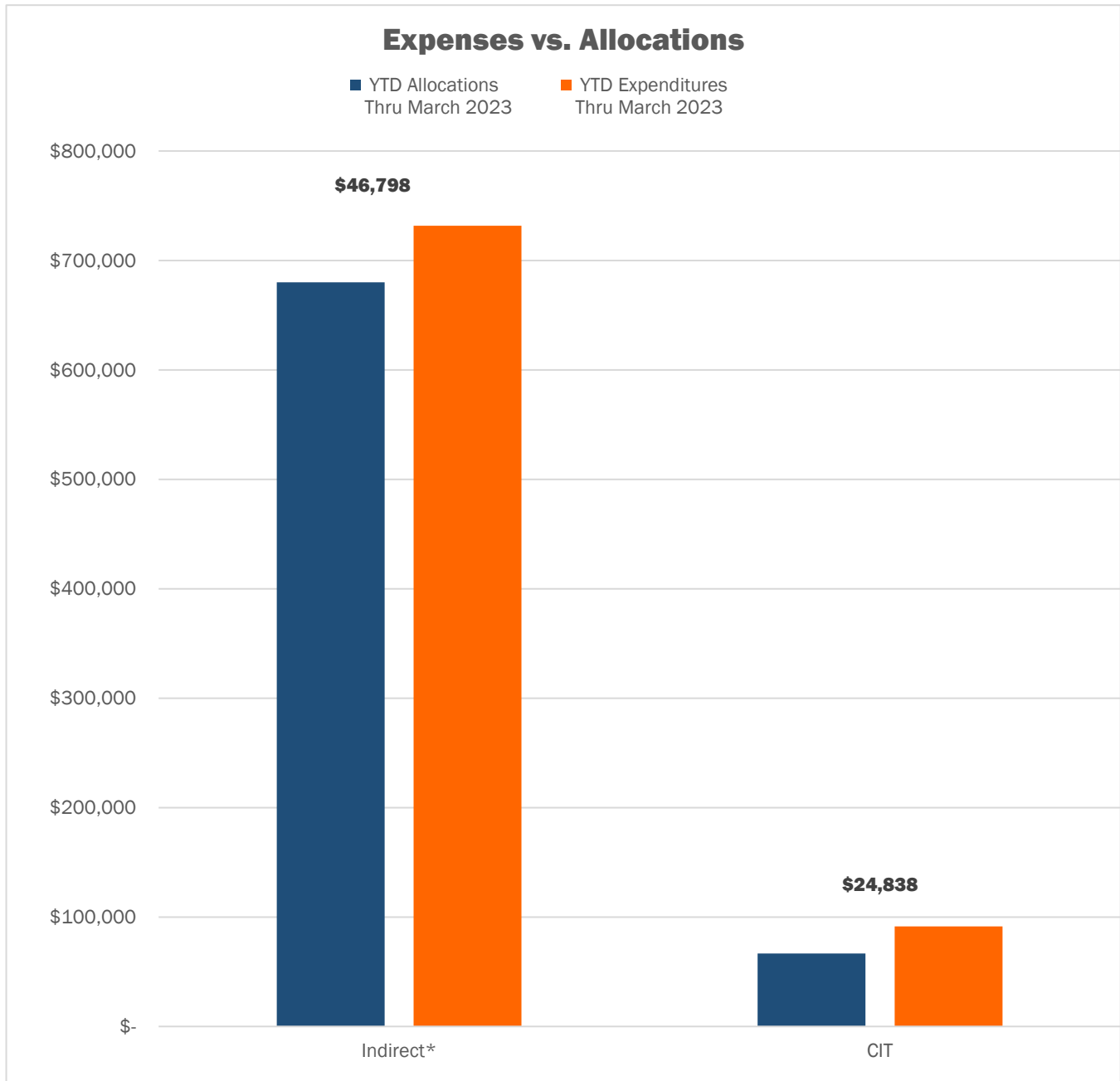
100 - General - 8.3%
 10 - Finance and Administration
 10000 - Indirect Pool
 03/01/2023 - 03/31/2023

| | Current Month | | | | % of Budget |
|------------------------------------|----------------------|---------------------|----------------------|-----------------------|-----------------|
| | Budget | Actual | Year-to-Date | Budget Balance | Remaining |
| REVENUE | | | | | |
| Mortgage | | | | | |
| Interest Income | \$ - | \$ 720.54 | \$ 4,787.72 | \$ 4,787.72 | 0.00% |
| Total INDIRECT SALARY | \$ - | \$ 720.54 | \$ 4,787.72 | \$ 4,787.72 | 0.00% |
| INDIRECT SALARY | | | | | |
| Indirect Salary | | | | | |
| Salaries | \$ 358,700.00 | \$ 23,404.98 | \$ 283,621.69 | \$ 75,078.31 | 20.93% |
| FICA/Medicare | \$ 27,440.52 | \$ 1,819.20 | \$ 22,004.29 | \$ 5,436.23 | 19.81% |
| Unemployment Insurance | \$ 45.11 | \$ 2.16 | \$ 45.00 | \$ 0.11 | 0.24% |
| Workers Compensation | \$ 1,411.38 | \$ 95.94 | \$ 1,137.45 | \$ 273.93 | 19.41% |
| Insurance Health HDHP | \$ 17,065.42 | \$ 658.94 | \$ 9,329.17 | \$ 7,736.25 | 45.33% |
| Insurance Health Copay Medical | \$ 26,788.68 | \$ 2,058.42 | \$ 22,745.85 | \$ 4,042.83 | 15.09% |
| Dental | \$ 1,687.14 | \$ 103.60 | \$ 1,225.29 | \$ 461.85 | 27.37% |
| Health Savings Account | \$ 2,641.03 | \$ 1,364.04 | \$ 2,693.51 | \$ (52.48) | (1.99)% |
| Health Reimbursement Account | \$ 2,590.20 | \$ 607.26 | \$ (2,112.90) | \$ 4,703.10 | 181.57% |
| Life Insurance | \$ 303.75 | \$ 18.64 | \$ 225.14 | \$ 78.61 | 25.88% |
| Fraud Hotline | \$ 45.47 | \$ 67.66 | \$ 67.66 | \$ (22.19) | (48.80)% |
| Retirement | \$ 25,066.46 | \$ 1,635.12 | \$ 14,756.35 | \$ 10,310.11 | 41.13% |
| Total INDIRECT SALARY | \$ 463,785.16 | \$ 31,835.96 | \$ 355,738.50 | \$ 108,046.66 | 23.30% |
| CONTRACTED SERVICES | | | | | |
| Janitorial | \$ 14,280.00 | \$ 1,189.96 | \$ 13,089.56 | \$ 1,190.44 | 8.34% |
| Lawn Service | \$ 3,136.00 | \$ 261.21 | \$ 2,873.31 | \$ 262.69 | 8.38% |
| Pest Control | \$ 554.00 | \$ 420.00 | \$ 835.80 | \$ (281.80) | (50.87)% |
| Total CONTRACTED SERVICES | \$ 17,970.00 | \$ 1,871.17 | \$ 16,798.67 | \$ 1,171.33 | 6.52% |
| PROFESSIONAL SERVICES | | | | | |
| Audit | \$ 35,000.00 | \$ - | \$ 39,680.00 | \$ (4,680.00) | (13.37)% |
| Employee Benefit Consultant | \$ 8,600.00 | \$ - | \$ 10,750.00 | \$ (2,150.00) | (25.00)% |
| Financial Consultant | \$ 16,500.00 | \$ - | \$ 16,720.00 | \$ (220.00) | (1.33)% |
| Legal | \$ 7,500.00 | \$ - | \$ - | \$ 7,500.00 | 100.00% |
| Other | \$ - | \$ - | \$ 16,020.00 | \$ (16,020.00) | 0.00% |
| Total PROFESSIONAL SERVICES | \$ 67,600.00 | \$ - | \$ 83,170.00 | \$ (15,570.00) | (23.03)% |
| UTILITIES | | | | | |
| Electric | \$ 48,776.00 | \$ 4,524.76 | \$ 59,619.73 | \$ (10,843.73) | (22.23)% |
| Natural Gas | \$ 18,267.00 | \$ 2,582.51 | \$ 29,658.90 | \$ (11,391.90) | (62.36)% |
| Sanitation | \$ 1,815.00 | \$ 149.86 | \$ 1,648.46 | \$ 166.54 | 9.18% |
| Water | \$ 3,057.00 | \$ 319.63 | \$ 3,230.87 | \$ (173.87) | (5.69)% |
| Total UTILITIES | \$ 71,915.00 | \$ 7,576.76 | \$ 94,157.96 | \$ (22,242.96) | (30.93)% |
| OTHER | | | | | |
| Advertising | \$ - | \$ - | \$ 1,678.05 | \$ (1,678.05) | 0.00% |
| Copier Expense | \$ 2,000.00 | \$ 83.60 | \$ 2,445.90 | \$ (445.90) | (22.30)% |
| Depreciation | \$ 76,443.00 | \$ 6,370.25 | \$ 70,072.75 | \$ 6,370.25 | 8.33% |
| Dues/Subscriptions | \$ 11,250.00 | \$ - | \$ 12,030.14 | \$ (780.14) | (6.93)% |
| Insurance | \$ 8,128.00 | \$ - | \$ 9,099.10 | \$ (971.10) | (11.95)% |
| Postage | \$ 1,500.00 | \$ 12.20 | \$ 438.04 | \$ 1,061.96 | 70.80% |
| Printed Material | \$ 1,500.00 | \$ - | \$ 66.58 | \$ 1,433.42 | 95.56% |
| Rental | \$ - | \$ - | \$ 43,596.00 | \$ (43,596.00) | 0.00% |
| Supplies | \$ 9,188.00 | \$ 1,113.05 | \$ 7,590.38 | \$ 1,597.62 | 17.39% |

| | Current Month | | | | % of Budget |
|-------------------------------|----------------------|---------------------|----------------------|----------------------|----------------|
| | Budget | Actual | Year-to-Date | Budget Balance | Remaining |
| Telephone | \$ 3,812.00 | \$ 120.44 | \$ 1,951.01 | \$ 1,860.99 | 48.82% |
| Travel | \$ 12,100.00 | \$ 901.96 | \$ 5,569.43 | \$ 6,530.57 | 53.97% |
| Building/Elevator Maint | \$ 28,065.00 | \$ 2,592.19 | \$ 19,564.72 | \$ 8,500.28 | 30.29% |
| HVAC Interest | \$ 7,746.00 | \$ - | \$ - | \$ 7,746.00 | 100.00% |
| HVAC Principle | \$ 22,598.00 | \$ - | \$ - | \$ 22,598.00 | 100.00% |
| Training & Travel | \$ 8,400.00 | \$ 646.16 | \$ 7,753.92 | \$ 646.08 | 7.69% |
| Total OTHER | \$ 192,730.00 | \$ 11,839.85 | \$ 181,856.02 | \$ 10,873.98 | 5.64% |
| Total INDIRECT | \$ 814,001.16 | \$ 53,123.74 | \$ 731,721.15 | \$ 82,279.01 | 10.11% |
| YTD Budget | | | \$ 746,166.81 | | |
| REIMBURSEMENT | | | | | |
| Allocation Indirect Expense | \$ 814,001.00 | \$ 59,325.27 | \$ 680,135.56 | \$ 133,865.44 | 16.45% |
| Total REIMBURSEMENT | \$ 814,001.00 | \$ 59,325.27 | \$ 680,135.56 | \$ 133,865.44 | 16.45% |
| YTD Budget | | | \$ 746,167.58 | | |
| CENTRAL IT | | | | | |
| IT-Voice & Data Service | \$ 12,252.00 | \$ 1,011.47 | \$ 11,984.86 | \$ 267.14 | 2.18% |
| IT-Hardware | \$ 1,850.00 | \$ - | \$ 1,738.18 | \$ 111.82 | 6.04% |
| Network Professional Services | \$ 58,860.00 | \$ 5,948.35 | \$ 57,488.80 | \$ 1,371.20 | 2.33% |
| Software-Licensing-Maint | \$ 17,893.00 | \$ 3,468.70 | \$ 20,261.80 | \$ (2,368.80) | (13.24)% |
| Total EXPENSES | \$ 90,855.00 | \$ 10,428.52 | \$ 91,473.64 | \$ (618.64) | (0.68)% |
| YTD Budget | | | \$ 83,283.75 | | |
| REIMBURSEMENT | | | | | |
| Allocation CIT Expense | \$ 90,855.00 | \$ 6,357.13 | \$ 66,635.90 | \$ 24,219.10 | 26.66% |
| Total REIMBURSEMENT | \$ 90,855.00 | \$ 6,357.13 | \$ 66,635.90 | \$ 24,219.10 | 26.66% |
| YTD Budget | | | \$ 83,283.75 | | |

FYE 2023 YTD Indirect and CIT Budgets

| | FY 2023 Approved Budget | YTD Allocations Thru March 2023 | YTD Expenditures Thru March 2023 | Budget Balance | % of Budget Remaining | Under/(Over) |
|--------------|----------------------------|------------------------------------|-------------------------------------|------------------|--------------------------|------------------|
| Indirect* | \$ 814,001 | \$ 680,136 | \$ 731,721 | \$ 82,280 | 10.11% | \$ 46,798 |
| CIT | 90,855 | 66,636 | 91,474 | (619) | -0.68% | 24,838 |
| Total | \$ 904,856 | \$ 746,771 | \$ 823,195 | \$ 81,661 | 9.02% | \$ 71,636 |



*Includes Year-to-Date Depreciation Expense Estimate

Texoma Council of Governments
Financial Information
Balance Sheet for the Fiscal Years Ended: 2023

| | Prior Year (3/31/2022) | Prior Month Not Reconciled to Audit (3/31/2023) | Year-to-Date Change (\$) | Change (%) | Current Month Not Reconciled (4/30/2023) | Notes |
|----------------------------------|-----------------------------------------|----------------------------------------------------------------------|-------------------------------------------|-------------------|---------------------------------------------------------------|--------------|
| ASSETS | | | | | | |
| Current Assets | | | | | | |
| Cash in Bank General | 454,962.00 | 888,344.00 | 433,382.00 | 95.26% | 894,321.00 | |
| Cash in Bank TCEQ | 2,600.00 | 2,000.00 | (600.00) | -23.08% | 2,000.00 | |
| Cash in Bank Local | 252,133.00 | 205,343.00 | (46,790.00) | -18.56% | 205,600.00 | |
| Cash in Bank 911 | 133,824.00 | 260,304.00 | 126,480.00 | 94.51% | 573,143.00 | |
| Cash in Bank FSS | 118,856.00 | 112,896.00 | (5,960.00) | -5.01% | 118,763.00 | |
| Cash in Bank Section 8 | 123,318.00 | 269,955.00 | 146,637.00 | 118.91% | 313,770.00 | |
| Cash in Bank FSS Forfeiture | 0.00 | 15,714.00 | 15,714.00 | 0.00% | 15,714.00 | |
| Texpool Investment Acct | 273,806.00 | 219,904.00 | (53,902.00) | -19.69% | 160,886.00 | |
| Accounts Receivable | 1,825,032.00 | 1,242,642.00 | (582,390.00) | -31.91% | 190,244.00 | |
| Travel Advance | 963.00 | 0.00 | (963.00) | -100.00% | 396.00 | |
| Prepaid Items | 8,409.00 | 260,921.00 | 252,512.00 | 3002.88% | 262,718.00 | |
| Due From | 2,470,196.00 | 3,666,333.00 | 1,196,137.00 | 48.42% | 3,821,779.00 | |
| Other Assets | (44,824.00) | 28,464.00 | 73,288.00 | -163.50% | 28,464.00 | |
| <u>Total Current Assets</u> | <u>5,619,275.00</u> | <u>7,172,820.00</u> | <u>1,553,545.00</u> | <u>27.65%</u> | <u>6,587,798.00</u> | |
| Fixed Assets | | | | | | |
| Building & Improvements | 2,806,012.00 | 2,863,110.00 | 57,098.00 | 2.03% | 2,863,110.00 | |
| Furniture, Vehicles & Other | 3,684,473.00 | 3,712,441.00 | 27,968.00 | 0.76% | 3,712,441.00 | |
| Accumulated Depreciation | (3,713,117.00) | (3,962,796.00) | (249,679.00) | 6.72% | (3,962,796.00) | |
| <u>Total Fixed Assets</u> | <u>2,777,368.00</u> | <u>2,612,755.00</u> | <u>(164,613.00)</u> | <u>-5.93%</u> | <u>2,612,755.00</u> | |
| Total ASSETS | <u>8,396,643.00</u> | <u>9,785,575.00</u> | <u>1,388,932.00</u> | <u>16.54%</u> | <u>9,200,553.00</u> | |
| LIABILITIES | | | | | | |
| Accounts Payable | 1,035,151.00 | 986,877.00 | (48,274.00) | -4.66% | 1,103,687.00 | |
| Payroll Liability | (24,191.00) | (22,906.00) | 1,285.00 | -5.31% | (29,447.00) | |
| FSS Escrow Liability | 117,856.00 | 127,610.00 | 9,754.00 | 8.28% | 133,477.00 | |
| Due To | 2,470,196.00 | 3,666,333.00 | 1,196,137.00 | 48.42% | 3,821,779.00 | |
| Deferred Local Revenue | 6,853.00 | 252,963.00 | 246,110.00 | 3591.27% | 253,758.00 | |
| Accrued Compensated Absences | 124,158.00 | 114,347.00 | (9,811.00) | -7.90% | 114,347.00 | |
| ACC Payroll | 111.00 | 111.00 | 0.00 | 0.00% | 111.00 | |
| Long Term Debt Building Payable | 438,021.00 | 349,964.00 | (88,057.00) | -20.10% | 349,964.00 | |
| <u>Total LIABILITIES</u> | <u>4,168,155.00</u> | <u>5,475,299.00</u> | <u>1,307,144.00</u> | <u>31.36%</u> | <u>5,747,676.00</u> | |
| Fund Balance | <u>4,228,488.00</u> | <u>4,310,276.00</u> | <u>81,788.00</u> | <u>1.93%</u> | <u>3,452,877.00</u> | |
| Total Liabilities & Fund Balance | <u>8,396,643.00</u> | <u>9,785,575.00</u> | <u>1,388,932.00</u> | <u>16.54%</u> | <u>9,200,553.00</u> | |

Texoma Council of Governments

Financial Information

Statement of Revenue and Expenditures for the Fiscal and Month-to-Date Periods

| | Prior Year Thru 3/31/2022 | Current Year Thru 3/31/2023 | Change (\$) | Change (%) | Current Year Not Reconciled (4/30/23) | Notes |
|-----------------------------------------|------------------------------|--------------------------------|---------------------|-----------------|---------------------------------------------|-------|
| OPERATION REVENUE | | | | | | |
| Grant Revenue | 13,096,082.67 | 20,375,700.92 | 7,279,618.25 | 55.59% | 21,390,291.89 | |
| Program Revenue | 1,411,349.49 | 1,371,730.30 | (39,619.19) | -2.81% | 1,426,122.71 | |
| Investment Income | <u>123.27</u> | <u>5,760.88</u> | <u>5,637.61</u> | <u>4573.38%</u> | <u>5,760.88</u> | |
| <u>Total OPERATING REVENUE</u> | <u>14,507,555.43</u> | <u>21,753,192.10</u> | <u>7,245,636.67</u> | <u>49.94%</u> | <u>22,822,175.48</u> | |
| Total Revenue | <u>14,507,555.43</u> | <u>21,753,192.10</u> | <u>7,245,636.67</u> | <u>49.94%</u> | <u>22,822,175.48</u> | |
| EXPENDITURES | | | | | | |
| Personnel Expenses | 2,429,047.83 | 2,666,997.08 | 237,949.25 | 9.80% | 2,902,625.63 | |
| Program Expenses | 380,529.11 | 456,242.93 | 75,713.82 | 19.90% | 489,867.77 | |
| Direct Services | 10,239,659.50 | 16,428,056.93 | 6,188,397.43 | 60.44% | 17,829,286.22 | |
| Professional Fees | 50,628.80 | 83,170.00 | 32,541.20 | 64.27% | 91,495.00 | |
| Interest Expense | 17,200.92 | 14,618.10 | (2,582.82) | -15.02% | 16,060.88 | |
| Occupancy | 402,382.72 | 801,333.60 | 398,950.88 | 99.15% | 909,710.33 | |
| Conferences, Conventions, & Meetings | 107,920.53 | 115,396.65 | 7,476.12 | 6.93% | 129,446.84 | |
| Printing & Publications | 63,052.72 | 70,393.82 | 7,341.10 | 11.64% | 75,084.52 | |
| Dues & Subscriptions | 26,153.35 | 16,189.97 | (9,963.38) | -38.10% | 16,189.97 | |
| Operations | 56,874.52 | 61,206.04 | 4,331.52 | 7.62% | 60,721.28 | |
| Equipment | 75,598.40 | 4,031.00 | (71,567.40) | -94.67% | 131,337.48 | |
| <u>Total EXPENDITURES</u> | <u>13,849,048.40</u> | <u>20,717,636.12</u> | <u>6,868,587.72</u> | <u>49.60%</u> | <u>22,651,825.92</u> | |
| Net Revenue Over Expenditures | <u>658,507.03</u> | <u>1,035,555.98</u> | <u>377,048.95</u> | <u>57.26%</u> | <u>170,349.56</u> | |
| Depreciation | <u>55,000.00</u> | <u>70,072.75</u> | <u>15,072.75</u> | <u>27.41%</u> | <u>76,443.00</u> | |
| | <u>603,507.03</u> | <u>965,483.23</u> | <u>361,976.20</u> | <u>29.85%</u> | <u>93,906.56</u> | |

Texoma Council of Governments
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
100 - General
From 3/1/2023 Through 3/31/2023

| | | Total Budget - Original | Current Month Actual | Year-To-Date | Total Budget Variance - Original |
|------|------------------------------------------|----------------------------|--------------------------|--------------------------|-------------------------------------|
| | REVENUE | | | | |
| 4010 | State Revenue | 0.00 | 0.00 | 490,671.01 | 490,671.01 |
| 4020 | Local Revenue | 329,245.00 | 97,931.55 | 355,992.38 | 26,747.38 |
| 4040 | Interest Income | 0.00 | 138.89 | 931.91 | 931.91 |
| | Total REVENUE | <u>329,245.00</u> | <u>98,070.44</u> | <u>847,595.30</u> | <u>518,350.30</u> |
| | REIMBURSEMENT | | | | |
| 9050 | Copy Center Reimbursement | 23,000.00 | 1,940.00 | 23,912.55 | 912.55 |
| | Total REIMBURSEMENT | <u>23,000.00</u> | <u>1,940.00</u> | <u>23,912.55</u> | <u>912.55</u> |
| | TOTAL REVENUE | <u><u>352,245.00</u></u> | <u><u>100,010.44</u></u> | <u><u>871,507.85</u></u> | <u><u>519,262.85</u></u> |
| | INDIRECT SALARY | | | | |
| 5000 | Salaries | 89,990.78 | 8,041.94 | 75,337.19 | 14,653.59 |
| 5007 | OVERTIME | 0.00 | 0.00 | 68.41 | (68.41) |
| 5010 | Salary Longevity | 0.00 | 51.01 | 558.77 | (558.77) |
| 5015 | Salary Tenure | 0.00 | 100.00 | 100.00 | (100.00) |
| 5090 | FICA/Medicare | 6,884.29 | 623.40 | 5,801.62 | 1,082.67 |
| 5100 | Unemployment Insurance | 12.54 | 0.49 | 13.38 | (0.84) |
| 5110 | Workers Compensation | 352.39 | 33.19 | 314.98 | 37.41 |
| 5115 | Insurance Health | 11,997.39 | 658.94 | 7,577.81 | 4,419.58 |
| 5116 | Insurance Health CoPay Medical | 0.00 | 447.37 | 2,168.83 | (2,168.83) |
| 5120 | Dental | 469.17 | 42.79 | 385.45 | 83.72 |
| 5200 | Insurance Health Savings Account | 1,652.49 | 101.04 | 1,161.96 | 490.53 |
| 5201 | Insurance Heath Reimbursement Account | 0.00 | 43.30 | 232.52 | (232.52) |
| 5210 | Insurance Life | 84.47 | 7.71 | 70.42 | 14.05 |
| 5231 | Fraud Hotline | 1.68 | 16.46 | 16.46 | (14.78) |
| 5240 | Retirement | 6,257.04 | 562.96 | 5,189.30 | 1,067.74 |
| 5910 | Indirect G&A | 38,018.26 | 3,459.59 | 31,862.91 | 6,155.35 |
| | Total INDIRECT SALARY | <u>155,720.50</u> | <u>14,190.19</u> | <u>130,860.01</u> | <u>24,860.49</u> |
| | CONTRACTED SERVICES | | | | |
| 6130 | Contracted Services | 3,423.00 | 356.41 | 3,199.71 | 223.29 |

Texoma Council of Governments
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
100 - General
From 3/1/2023 Through 3/31/2023

| | | Total Budget - Original | Current Month Actual | Year-To-Date | Total Budget Variance - Original |
|------|---------------------------------|----------------------------|-------------------------|--------------------|-------------------------------------|
| | Total CONTRACTED SERVICES | <u>3,423.00</u> | <u>356.41</u> | <u>3,199.71</u> | <u>223.29</u> |
| | UTILITIES | | | | |
| 6625 | Utilities | <u>13,196.00</u> | <u>1,443.18</u> | <u>17,393.05</u> | <u>(4,197.05)</u> |
| | Total UTILITIES | <u>13,196.00</u> | <u>1,443.18</u> | <u>17,393.05</u> | <u>(4,197.05)</u> |
| | OTHER | | | | |
| 6005 | Annual Event | 6,000.00 | 0.00 | 0.00 | 6,000.00 |
| 6083 | Cash Match | 43,333.00 | 0.00 | 43,333.00 | 0.00 |
| 6135 | Copier Expense | 22,440.00 | 1,869.70 | 21,304.52 | 1,135.48 |
| 6153 | Depreciation | 14,561.00 | 0.00 | 0.00 | 14,561.00 |
| 6155 | Direct Services | 0.00 | 0.00 | (1,527.44) | 1,527.44 |
| 6160 | Dues/Subscriptions | 500.00 | 50.00 | 50.00 | 450.00 |
| 6307 | Insurance | 1,548.00 | 0.00 | 1,733.16 | (185.16) |
| 6314 | IT Direct Bill | 9,000.00 | 1,349.16 | 9,042.48 | (42.48) |
| 6325 | Maintenance | 27,150.00 | 486.14 | 24,181.40 | 2,968.60 |
| 6335 | Miscellaneous Expense | 0.00 | 65.87 | 271.35 | (271.35) |
| 6450 | Property Tax | 12,500.00 | 0.00 | 14,606.50 | (2,106.50) |
| 6510 | RENTAL | 0.00 | 0.00 | 8,304.00 | (8,304.00) |
| 6530 | Service & Recognition Awards | 2,500.00 | 1,319.54 | 3,531.03 | (1,031.03) |
| 6570 | Supplies | 956.00 | 221.36 | 2,025.94 | (1,069.94) |
| 6590 | Telephone-Internet | 1,054.80 | 41.80 | 953.32 | 101.48 |
| 6595 | Training | 3,486.00 | 917.71 | 2,098.31 | 1,387.69 |
| 6614 | Travel | 3,045.00 | 211.58 | 710.20 | 2,334.80 |
| 7001 | Equipment Maintenance | 40,000.00 | 0.00 | 0.00 | 40,000.00 |
| 8000 | Capital Outlay | 0.00 | 0.00 | 559,950.52 | (559,950.52) |
| 8500 | Interest Expense | 16,997.00 | 1,442.77 | 14,618.10 | 2,378.90 |
| 8510 | Principle Payments | 96,778.00 | 7,574.57 | 84,572.64 | 12,205.36 |
| | Total OTHER | <u>301,848.80</u> | <u>15,550.20</u> | <u>789,759.03</u> | <u>(487,910.23)</u> |
| | TOTAL EXPENSES | <u>474,188.30</u> | <u>31,539.98</u> | <u>941,211.80</u> | <u>(467,023.50)</u> |
| | NET INCOME/LOSS | <u>(121,943.30)</u> | <u>68,470.46</u> | <u>(69,703.95)</u> | <u>52,239.35</u> |

STATUS AS OF: MARCH 2023

| CFDA | PROGRAM | Federal Revenue | State Revenue | Local Revenue | In-Kind | Total Cash Revenue | Performance Period | | Period Length (Months) | Months into Period | \$ Expended (Target) | % Expended (Target) | \$ Expended (Actual) | % Expended (Actual) | \$ Remaining for Expenditure | % Difference (Actual / Target) | Notes |
|--------|---------------------|-----------------|---------------|---------------|------------|--------------------|--------------------|------------|------------------------|--------------------|----------------------|---------------------|----------------------|---------------------|------------------------------|--------------------------------|--------------------------------|
| 14.871 | SECTION 8 | \$ 5,405,387 | | | | \$ 5,405,387 | 1/1/2023 | 12/31/2023 | 12 | 3 | \$ 1,351,347 | 25.00% | \$ 1,595,372 | 29.51% | \$ 3,810,014.88 | 4.51% | BALANCE CARRIES FORWARD |
| 93.791 | ADRC | \$ 46,131 | \$ 55,729 | | | \$ 101,860 | 9/1/2022 | 8/31/2023 | 12 | 7 | \$ 59,418 | 58.33% | \$ 63,209 | 62.05% | \$ 38,650.98 | 3.72% | NEW CONTRACT |
| MULT. | 211 TIRN | \$ 202,280 | \$ 197,839 | | | \$ 400,119 | 9/1/2022 | 8/31/2023 | 12 | 7 | \$ 233,403 | 58.33% | \$ 228,747 | 57.17% | \$ 171,371.94 | -1.16% | ON TRACK |
| 93.568 | CEAP | \$ 4,202,294 | | | | \$ 4,202,294 | 1/1/2023 | 12/31/2023 | 12 | 3 | \$ 1,050,574 | 25.00% | \$ 1,703,642 | 40.54% | \$ 2,498,651.56 | 15.54% | ON TRACK |
| 93.568 | CEAP SUPPLEMENTAL | \$ 1,299,412 | | | | \$ 1,299,412 | 1/1/2023 | 12/31/2023 | 12 | 3 | \$ 324,853 | 25.00% | \$ - | 0.00% | \$ 1,299,412.00 | -25.00% | NEW CONTRACT |
| 93.569 | CSBG | \$ 248,016 | | | | \$ 248,016 | 1/1/2023 | 12/31/2023 | 12 | 3 | \$ 62,004 | 25.00% | \$ 54,294 | 21.89% | \$ 193,722.47 | -3.11% | ON TRACK |
| 93.569 | CSBG DISC | \$ 17,187 | | | | \$ 17,187 | 1/1/2023 | 9/30/2023 | 9 | 3 | \$ 5,729 | 33.33% | \$ 9,780 | 56.90% | \$ 7,407.00 | 23.57% | NEW CONTRACT |
| 93.569 | CSBG DISC ADMIN | \$ 5,714 | | | | \$ 5,714 | 1/1/2023 | 9/30/2023 | 9 | 3 | \$ 1,905 | 33.33% | \$ 2,490 | 43.57% | \$ 3,224.25 | 10.24% | NEW CONTRACT |
| 93.568 | LIHEAP | \$ 850,922 | | | | \$ 850,922 | 1/1/2023 | 12/31/2023 | 12 | 3 | \$ 212,731 | 25.00% | \$ 119,427 | 14.03% | \$ 731,495.19 | -10.97% | NEW CONTRACT |
| 81.042 | DOE | \$ 401,146 | | | | \$ 401,146 | 7/1/2022 | 6/30/2023 | 12 | 9 | \$ 300,860 | 75.00% | \$ 105,755 | 26.36% | \$ 295,390.94 | -48.64% | HAVE QCI INSPECTOR ON TRACK |
| 93.568 | LIHWAP | \$ 301,896 | | | | \$ 301,896 | 1/1/2022 | 3/31/2023 | 15 | 15 | \$ 301,896 | 100.00% | \$ 134,119 | 44.43% | \$ 167,777.01 | -55.57% | REDUCING CONTRACT AMOUNT |
| N/A | ATMOS | | | \$ 55,000 | | \$ 55,000 | 1/1/2022 | 12/31/2023 | 24 | 15 | \$ 34,375 | 62.50% | \$ 23,132 | 42.06% | \$ 31,868.34 | -20.44% | ON GOING. NO CONTRACT END DATE |
| N/A | COSERV | | | \$ 3,500 | | \$ 3,500 | 1/1/2022 | 12/31/2023 | 24 | 15 | \$ 2,188 | 62.50% | \$ 2,907 | 83.07% | \$ 592.68 | 20.57% | ON GOING. NO CONTRACT END DATE |
| N/A | FRONTIER | | | \$ 15,000 | | \$ 15,000 | 1/1/2023 | 12/31/2023 | 12 | 3 | \$ 3,750 | 25.00% | \$ 66 | 0.44% | \$ 14,934.37 | -24.56% | ROLLS OVER TO NEW CONTRACT |
| N/A | TACAA | | | \$ 227,500 | | \$ 227,500 | 1/1/2023 | 10/31/2023 | 10 | 3 | \$ 68,250 | 30.00% | \$ 8,630 | 3.79% | \$ 218,869.89 | -26.21% | ROLLS OVER TO NEW CONTRACT |
| N/A | RELIANT | | | \$ 49,904 | | \$ 49,904 | 1/1/2022 | 12/31/2023 | 24 | 15 | \$ 31,190 | 62.50% | \$ 7,401 | 14.83% | \$ 42,503.38 | -47.67% | ON GOING. NO CONTRACT END DATE |
| N/A | TRINITY VALLEY COOP | | | \$ 1,250 | | \$ 1,250 | 1/1/2022 | 12/31/2023 | 24 | 15 | \$ 781 | 62.50% | \$ - | 0.00% | \$ 1,250.00 | -62.50% | ON GOING. NO CONTRACT END DATE |
| N/A | DIRECT ENERGY | | | \$ 4,919 | | \$ 4,919 | 1/1/2022 | 12/31/2023 | 24 | 15 | \$ 3,074 | 62.50% | \$ 3,296 | 67.00% | \$ 1,623.17 | 4.50% | ON GOING. NO CONTRACT END DATE |
| N/A | TXU ENERGY | | | \$ 27,477 | | \$ 27,477 | 10/1/2022 | 9/30/2023 | 12 | 6 | \$ 13,739 | 50.00% | \$ 17,242 | 62.75% | \$ 10,234.92 | 12.75% | ON GOING. NO CONTRACT END DATE |
| 94.011 | FGP | \$ 441,218 | | | \$ 23,864 | \$ 465,082 | 7/1/2021 | 6/30/2024 | 36 | 21 | \$ 271,298 | 58.33% | \$ 273,555 | 58.82% | \$ 191,526.84 | 0.49% | ON TRACK BASED ON ACTIVITIES |
| 94.002 | RSVP | \$ 192,339 | | | \$ 49,500 | \$ 241,839 | 7/1/2022 | 6/30/2025 | 36 | 9 | \$ 60,460 | 25.00% | \$ 29,996 | 12.40% | \$ 211,842.84 | -12.60% | ON TRACK BASED ON ACTIVITIES |
| N/A | FGP STATE | | \$ 5,316 | | | \$ 5,316 | 9/1/2022 | 8/31/2023 | 12 | 7 | \$ 3,101 | 58.33% | \$ 5,316 | 100.00% | \$ - | 41.67% | COMPLETED |
| N/A | RSVP STATE | | \$ 24,937 | | \$ 16,500 | \$ 24,937 | 9/1/2022 | 8/31/2023 | 12 | 7 | \$ 14,547 | 58.33% | \$ 16,763 | 67.22% | \$ 8,174.59 | 8.89% | HAVE TO SPEND DOWN FIRST |
| 11.303 | EDA PLANNING | \$ 210,000 | | \$ 45,000 | \$ 165,000 | \$ 420,000 | 1/1/2021 | 12/31/2023 | 36 | 27 | \$ 315,000 | 75.00% | \$ 282,864 | 67.35% | \$ 137,135.85 | -7.65% | ON TRACK BASED ON ACTIVITIES |
| N/A | MSW | | \$ 230,000 | | | \$ 230,000 | 9/1/2021 | 8/31/2023 | 24 | 19 | \$ 182,083 | 79.17% | \$ 147,972 | 64.34% | \$ 82,028.05 | -14.83% | ON TRACK BASED ON ACTIVITIES |
| N/A | TXCDBG | | \$ 8,799 | | | \$ 8,799 | 9/1/2022 | 8/31/2023 | 12 | 7 | \$ 5,133 | 58.33% | \$ 7,200 | 81.83% | \$ 1,598.73 | 23.50% | ON TRACK BASED ON ACTIVITIES |
| N/A | GIS | | | \$ 184,051 | | \$ 184,051 | 5/1/2022 | 4/30/2023 | 12 | 11 | \$ 168,713 | 91.67% | \$ 161,266 | 87.62% | \$ 7,447.03 | -4.05% | ON TRACK BASED ON ACTIVITIES |
| N/A | CJD | | \$ 68,026 | \$ 29,131 | | \$ 97,157 | 9/1/2022 | 8/31/2023 | 12 | 7 | \$ 56,675 | 58.33% | \$ 39,612 | 40.77% | \$ 57,545.40 | -17.56% | CONTRACT ROLLS OVER |
| N/A | 911-2023 | | \$ 885,643 | | | \$ 885,643 | 9/1/2022 | 8/31/2023 | 12 | 7 | \$ 516,625 | 58.33% | \$ 564,983 | 63.79% | \$ 320,659.75 | 5.46% | ON TRACK BASED ON ACTIVITIES |
| N/A | HSGD IL | | \$ 34,307 | | | \$ 34,307 | 9/1/2022 | 8/31/2023 | 12 | 7 | \$ 20,012 | 58.33% | \$ 11,178 | 32.58% | \$ 23,128.98 | -25.75% | CONTRACT ROLLS OVER |
| 97.067 | HLSEC PLANNING | \$ 65,000 | | | | \$ 65,000 | 1/1/2023 | 12/31/2023 | 12 | 3 | \$ 16,250 | 25.00% | \$ 5,844 | 8.99% | \$ 59,156.15 | -16.01% | CONTRACT ROLLS OVER |
| N/A | RI-RADIO INFRA | | \$ 250,000 | | | \$ 250,000 | 1/1/2023 | 12/31/2023 | 12 | 3 | \$ 62,500 | 25.00% | \$ 12,823 | 5.13% | \$ 237,176.94 | -19.87% | ON TRACK BASED ON ACTIVITIES |
| N/A | MITIGATION | | | \$ 75,000 | | \$ 75,000 | 5/1/2021 | 4/30/2023 | 24 | 23 | \$ 71,875 | 95.83% | \$ 50,646 | 67.53% | \$ 24,353.89 | -28.31% | ON TRACK BASED ON ACTIVITIES |
| N/A | SHSP-LETPA | \$ 167,456 | | | | \$ 167,456 | 10/1/2022 | 9/30/2023 | 12 | 6 | \$ 83,728 | 50.00% | \$ 63,901 | 38.16% | \$ 103,554.81 | -11.84% | ON TRACK BASED ON ACTIVITIES |
| MULT. | AAA | \$ 2,155,850 | \$ 122,194 | \$ 1,220,860 | \$ 61,000 | \$ 3,498,904 | 10/1/2022 | 9/30/2023 | 12 | 6 | \$ 1,749,452 | 50.00% | \$ 922,470 | 26.36% | \$ 2,576,433.99 | -23.64% | ON TRACK BASED ON ACTIVITIES |
| Total | | \$ 16,668,248 | \$ 1,882,791 | \$ 1,938,592 | \$ 315,864 | \$ 20,727,995 | | | | | | \$ 7,659,517 | \$ 6,675,898 | \$ 13,580,759 | | | |

TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Beth Eggar, 9-1-1 Program Manager *Bz*
DATE: 5/3/2023
RE: Adding 4th 9-1-1 position to Grayson County SO PSAP

RECOMMENDATION

Approval to advocate with CSEC for a 4th 9-1-1 workstation at Grayson County SO

BACKGROUND

The Texoma Council of Governments 9-1-1 Program provides management and planning support on behalf of six 9-1-1 Public Safety Answering Points (PSAPs) in the region. The program works to ensure compliance with rules and regulations set forth by the Texas Commission on State Emergency Communications, the Federal Department of Justice and others. Projects include strategic planning and budgeting, compliance, contracts, call taker training, capital equipment, database maintenance, new technology implementation, GIS services, and coordination between local and state agencies.

DISCUSSION

Grayson County Sheriff's Office currently has four workstations but only three are capable of receiving 9-1-1 calls. They are asking to add 9-1-1 call taking equipment to the 4th workstation. This is due to the higher call volume in the county from the influx of population. In accordance with the Commission on State Emergency Communications (CSEC) PPS-012, the Grayson County Sheriff's Office meets all of the commission requirements to add an additional station. I am asking for your permission to take my request to CSEC for approval.

BUDGET

The 9-1-1 Program has sufficient funding for this project.

Office of the Sheriff

Grayson County, Texas

TOM WATT
Sheriff

200 SOUTH CROCKETT STREET
SHERMAN, TEXAS 75090
(903) 893-4388 • FAX (903) 870-9074



Beth Eggar- 911 Program Manager
1117 Gallagher Drive Suite 100
Sherman, Texas 7590

Grayson County Sheriff's Office Communications is requesting to add the 9-1-1 call taking equipment to our existing fourth station in our center. Our County has seen significant growth due to new businesses coming into our county. We expect this to continue over the next few years, as the population grows.

There are many times our 9-1-1 calls have rerouted to our Admin lines. If all three of our lines are in use, the citizen's emergency calls are then rerouting to our non-emergency lines; the calls are requesting to hold to assist 9-1-1 callers first. Currently our fourth station does not have the ability to receive 9-1-1 calls. However, if we had the fourth station, we would have the ability to get them the help needed.

The Program Policy Statements (PPS) requirements from the Commission on State Emergency Communications (CSEC) state that a Primary PSAP must average 25 calls per day on 9-1-1 calls and the total number of documented non-91-1 calls requesting emergency services for the previous 12 months.

Grayson County Sheriff's Office Communication division averages 120-140 calls per day. Calculating what CSEC states the required calls per day is an average of 75 calls for our three stations. If we had a fourth 9-1-1 system, we would still be well over that figure.

The growth we are experiencing along with the call volume is overwhelming for just three stations. The non 9-1-1 call volumes from May 1, 2022 through April 30, 2023 is 70,613 and the 9-1-1 calls were 43,684. Our total calls dispatched for service during this time is 53,302.

I appreciate your consideration into this matter

Sincerely

A handwritten signature in blue ink, appearing to read "Tom Watt", with a stylized flourish at the end.

Sheriff Tom Watt

Quote Date: 5/8/2023
Quote No.: ATT3615759
Site No.: 109023



TCOG - Grayson County

Position Add

Customer Information

Customer: Grayson County
Contact: Beth Eggar

AT&T, Inc. Contact Information

Account Rep: Jeff Bievenue
Phone: 314-775-3650
E-Mail: jb9541@att.com

Quote Summary

| Site # | Site Name | Quote # | # of Pos | TOTAL |
|--------|-----------------------|--------------|----------|-------------|
| 109023 | TCOG - Grayson County | ATT3615759-1 | 1 | \$38,821.63 |
| TOTAL | | | 1 | \$38,821.63 |

Additional Comments

Quote is valid for 120 days from the date of this quote.

Any line items listed as "Optional" in this quote are not included in the Product Totals, Product Summaries, Site Totals, Quote Summary, or the Grand Total. These items are not considered to be part of the system. The "Grand Total" on the Quote Summary page reflects the quote value. This figure includes any and all applicable charges, fees, and or discounts. Costs for actual freight will be added to your invoice. All pricing is in U.S. Dollars unless otherwise stated.

Strategic Incentives, Discounts, etc.:

Any strategic incentives, discounts, etc. that are applied to this quote are based on the purchase of all non-optional items listed within the quote. If the quote should change or if items are removed, the incentive is subject to change.

Budgetary Quotes:

Quotes marked Budgetary are nonbinding and subject to change. This quote is being provided as an estimate of approximate pricing and cannot serve as the basis for any order.

Support Renewals:

If this is a first time renewal and is subject to the agreed upon grace period, then reinstatement fees will not apply as long as the PO is received prior to the expiration of the grace period. For questions regarding your support renewal term, please contact Jennifer York at 951-719-2142.

Software Support Start and End Dates are based on active software support agreements. Dates and pricing are subject to change once existing software support agreements expire.

Implementation services

Field engineering, training and project management units are based on the scope and estimated effort as presented during the Quote preparation. Change orders would be required during a scope or responsibility change between Customer and Vesta Solutions.

Please refer to the Terms & Conditions tab for additional information related to this Quote.

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Quote Date: 5/8/2023
 Quote No.: ATT3615759-1
 Site No.: 109023

TCOG - Grayson

Position Add

VESTA® 9-1-1

| Qty. | Part No. | Description | Unit Price | U/M | Total |
|-------------------------------------------------------------------------------------------|------------------|-------------------------------|------------|-----|--------------------|
| 1 | 873090-11102 | V911 LIC EIM MOD | \$0.00 | EA | \$0.00 |
| VESTA® 9-1-1 CDR Module | | | | | |
| <i>Note: Customer to provide CDR Printer</i> | | | | | |
| 1 | 873099-01102 | V911 CDR PER SEAT LIC | \$143.55 | EA | \$143.55 |
| VESTA® 9-1-1 Basic Operations | | | | | |
| 1 | PS-0SQ-VSML | VS BSC MLTP PER SEAT LIC | \$3,190.00 | EA | \$3,190.00 |
| 1 | SS-0SQ-VSSL-2Y | SPT VS BSC 2YR | \$3,132.74 | EA | \$3,132.74 |
| VESTA® 9-1-1 IRR Module | | | | | |
| 1 | 873099-00502 | V911 IRR LIC/MED | \$1,587.03 | EA | \$1,587.03 |
| 3 | 809800-35111 | V911 IRR SW SPT 5YR | \$532.77 | EA | \$1,598.32 |
| VESTA® Workstation Equipment | | | | | |
| 1 | 61000-409620 | DKTP ELITE MINI 800 G6 W/O OS | \$1,666.92 | EA | \$1,666.92 |
| 1 | 04000-00448 | WINDOWS 10 LTSC LIC 21H2 | \$164.72 | EA | \$164.72 |
| 1 | 64000-00200 | DKTP TWR STAND | \$69.60 | EA | \$69.60 |
| 1 | 63000-221693 | MNTR FP WIDE SCRNL LED 22IN | \$505.76 | EA | \$505.76 |
| 1 | 63000-241692 | MNTR 24IN FP WIDE SCR LED | \$552.45 | EA | \$552.45 |
| 1 | 64007-50021 | KEYPAD 24 KEY USB CBL 12FT | \$208.80 | EA | \$208.80 |
| 1 | 850830-03201 | BASIC SAM HDWR KIT | \$1,677.65 | EA | \$1,677.65 |
| 2 | 833401-00402G-15 | CBL INTFC B JKBX NPPT 15FT | \$55.10 | EA | \$110.20 |
| 1 | 853004-00401 | SAM EXT SPKR KIT | \$243.60 | EA | \$243.60 |
| 1 | 65000-00124 | CBL PATCH 15FT | \$20.30 | EA | \$20.30 |
| 1 | 02800-20701 | HDST K 4W/MOD BLK CARBON | \$49.30 | EA | \$49.30 |
| 1 | 03044-20000 | HDST CORD 12FT 4W MOD BLK | \$4.35 | EA | \$4.35 |
| 1 | 809800-35109 | V911 IWS CFG | \$290.00 | EA | \$290.00 |
| 1 | 809800-35108 | V911 IWS STG FEE | \$435.00 | EA | \$435.00 |
| 1 | 870890-07501 | CPR/SYSPREP MEDIA IMAGE | \$69.60 | EA | \$69.60 |
| Network Equipment | | | | | |
| <i>Note: Customer to confirm sufficient available ports on existing network switches.</i> | | | | | |
| VESTA 9-1-1 Subtotal | | | | | \$15,719.89 |

VESTA® Map Local

| Qty. | Part No. | Description | Unit Price | U/M | Total |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------------------------|------------|-----|--------------------|
| VESTA® Map Local | | | | | |
| 1 | 871399-50103.0 | VMAP LOCAL R3 PREM LIC-KEY/MED | \$5,981.25 | EA | \$5,981.25 |
| 1 | 871391-50101.0 | VMAP LOCAL PREM LIC ONLY | \$5,981.25 | EA | \$5,981.25 |
| 2 | 809800-46002 | VMAP LOCAL PREM CONTRACT 5YR | \$1,827.15 | EA | \$3,654.29 |
| 2 | 04000-46002 | VMAP LOCAL PREM SPT 5YR | \$0.00 | EA | \$0.00 |
| VESTA® Map Local - Additional Hardware | | | | | |
| 2 | 63000-221693 | MNTR FP WIDE SCRNL LED 22IN | \$505.76 | EA | \$1,011.52 |
| 2 | 63000-241692 | MNTR 24IN FP WIDE SCR LED | \$552.45 | EA | \$1,104.90 |
| VESTA Map Local Installation | | | | | |
| 14 | 809800-17006 | FIELD ENG-EXPRESS | \$105.85 | EA | \$1,481.90 |
| <i>Note: Channel to install RAM onsite. Motorola Solutions Connectivity FE remote installation/configuration of VML software, map build per workstation.</i> | | | | | |
| VESTA Map Local Subtotal | | | | | \$19,215.11 |

Managed Services

| Qty. | Part No. | Description | Unit Price | U/M | Total |
|------------------------------------------------------|--------------|-------------------------|------------|-----|-------------------|
| Monitoring, PM & AV Service: Workstations | | | | | |
| <i>Note: Includes (1) Workstations</i> | | | | | |
| 1 | 870891-66402 | M&R WKST AGENT LICENSE | \$208.80 | EA | \$208.80 |
| 2 | 809800-16378 | M&R PM AV WKST SRVC 5YR | \$1,639.82 | EA | \$3,279.64 |
| Managed Services Subtotal | | | | | \$3,488.44 |

TCOG - Grayson

Position Add

Extended Warranties

| Qty. | Part No. | Description | Unit Price | U/M | Total |
|------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----|----------|
| 2 | 04000-01594 | Workstation Extended Warranty <i>Note: Includes (1) Workstations</i> WARR NBD 600/705/800/805 G2/G3/G4/G5/G6 5YR <i>Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.</i> | \$199.10 | EA | \$398.20 |
| Extended Warranties Subtotal | | | | | \$398.20 |

VESTA® Services

| Qty. | Part No. | Description | Unit Price | U/M | Total |
|-------------------------|----------|---------------------------------------------------------------------------------------------------------|------------|-----|--------|
| | | Field Engineering Services <i>Note: AT&T to Provide all Field Engineering Services.</i> | | | |
| | | Project Management Services <i>Note: AT&T to Provide all Project Management Services.</i> | | | |
| | | Training <i>Note: AT&T to Provide all Training.</i> | | | |
| VESTA Services Subtotal | | | | | \$0.00 |

Quote Summary

| PRODUCT | TOTAL |
|----------------------------------------|--------------------|
| VESTA 9-1-1 | \$15,719.89 |
| VESTA Map Local | \$19,215.11 |
| Managed Services | \$3,488.44 |
| Extended Warranties | \$398.20 |
| VESTA Services | \$0.00 |
| Vesta Solutions Discounts/Incentives * | \$0.00 |
| MAIN QUOTE SUBTOTAL | \$38,821.63 |
| GRAND TOTAL | \$38,821.63 |

Power Draw Information

| Product | Total Amps |
|------------------|------------|
| VESTA 9-1-1 | 2.84 |
| VESTA Map Local | 1.24 |
| Managed Services | 0 |
| Total Amps | 4.08 |
| Total Watts/VA | 489.6 |
| Total KVA | 0.4896 |
| BTU's | 1337.0976 |

Configuration Notes

| |
|--|
| |
|--|

Additional Comments

Quote is valid for 120 days from the date of this quote.

**Discount/Incentive Codes are provided for Vesta Solutions internal use only. Discount/Incentive Codes do not have to be ordered on customer PO's using the codes shown and instead can be applied as a bottom line discount.*

Any line items listed as "Optional" in this quote are not included in the Product Totals, Product Summaries, Site Totals, Quote Summary, or the Grand Total. These items are not considered to be part of the system. The "Grand Total" on the Quote Summary page reflects the quote value. This figure includes any and all applicable charges, fees, and or discounts. Costs for actual freight will be added to your invoice. All pricing is in U.S. Dollars unless otherwise stated.

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Support Renewals:

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Software Support Start and End Dates are based on active software support agreements. Dates and pricing are subject to change once existing software support agreements expire.

Implementation services:

Field engineering, training and project management units are based on the scope and estimated effort as presented during the Quote preparation. Change orders would be required during a scope or responsibility change between Customer and Vesta Solutions.

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Commission on State Emergency Communications Program Policy Statements (PPS)

PPS 012: Public Safety Answering Point (PSAP) Adds, Moves, Changes, Consolidations, and Closures; Adding 9-1-1 Workstation

Issued: 04-01-03

Revised/Reissued: 01-27-21

REFERENCE: Health and Safety Code Sections 771.051, 771.055, 771.056, and 771.057
Commission Rules 251.1, *Regional Strategic Plans for 9-1-1 Service*;
251.2, *Guidelines for Changing or Extending 9-1-1 Service Arrangements*;
251.5, *Guidelines for Management and Disposition of 9-1-1 Equipment
and Controlled Assets*; and
251.8, *Regional Planning Commission Procurement of 9-1-1 Equipment
and Services with 9-1-1 Funds*

BACKGROUND

Commission on State Emergency Communications (Commission) Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, requires a Regional Planning Commission (RPC) to develop and submit for approval a regional plan for the establishment of 9-1-1 service throughout its region. The regional plan must identify and provide information for all Public Safety Answering Points (PSAPs) in the RPC's region.

It is critical that an RPC promptly seek Commission approval for changes impacting the number of PSAPs in a region, as the Commission must report performance data to the Legislative Budget Board based upon the number of PSAPs in operation.

The purpose of this PPS is to provide criteria and instructions for adding, moving or closing a PSAP; consolidating two or more PSAPs into one PSAP; or increasing the number of 9-1-1 call taking workstation positions within a PSAP. It also establishes a set of requirements necessary for the successful implementation of changes to connectivity, call handling system or services. The requirements are intended to minimize additional costs, delays, and disruption of 9-1-1 services. Amendment requests should be submitted via the Commission's Grant Management System (GMS).

For the purposes of this PPS, a Primary PSAP is a PSAP that receives 9-1-1 calls directly from the 9-1-1 system; a Secondary PSAP is a PSAP to which 9-1-1 calls are transferred from a Primary PSAP; and an Alternate PSAP is an unmanned PSAP used for training or contingency purposes.

Commission on State Emergency Communications Program Policy Statements (PPS)

COMMISSION REQUIREMENTS

Commission staff will:

- Coordinate with all parties, as needed
- Assist with problem resolution
- Assist with compliance
- Provide necessary forms or instructions

Commission staff will review the RPC's strategic plan or amendment thereto requesting to add a PSAP or 9-1-1 call taking workstation position and recommend to the Commission approval or disapproval of the request.

Commission staff will review any strategic plan amendment requests for additional funds related to PSAP adds, moves, changes, consolidations, or closures and recommend to the Commission approval or disapproval of the request.

REGIONAL PLANNING COMMISSION REQUIREMENTS

Adding a PSAP or 9-1-1 Call Taking Workstation Position

1. An RPC must in its regional plan or in an amendment thereto request to add a PSAP or increase the number of 9-1-1 call taking workstation positions within a PSAP.
2. A request must be submitted in accordance with this PPS and Commission Rules. Requests made in a regional plan must also meet the requirements of PPS 033: *Regional Planning Commission Strategic Planning*. A request made as an amendment to an existing regional plan must meet the requirements of PPS 008: *Regional Plan Amendments*.
3. A request for approval must meet or exceed the criteria for approval based on the specific type of PSAP as set forth in an exhibit(s) to this policy.
4. Minimum Requirements for Adding a Primary or Secondary PSAP:
 - a. Average of 25 calls per day per 9-1-1 call taking workstation position, which may include combined totals of the number of 9-1-1 calls and the total number of documented non-9-1-1 calls requesting emergency services, for the previous twelve (12) months prior to the request. Except for a request to add a new PSAP in a county or city without a PSAP, an increase in call volume at an existing PSAP should be addressed by requesting to add a 9-1-1 call taking workstation position absent extenuating circumstances, or exhaustion of space at the existing PSAP;
 - b. Sufficient funding available for additional PSAP. If local funds will be used for

Commission on State Emergency Communications Program Policy Statements (PPS)

any costs, the regional plan or amendment thereto will indicate the amounts, the purposes, and the time periods for which local funds will be made available;

- c. Sufficient staffing available to fully utilize the position;
 - d. Specific cost estimates including, but not limited to, funding new 9-1-1 equipment, network, maintenance, construction, electrical and power back-up;
 - e. Resolution from governing body of existing PSAP agreeing to release the area of the proposed PSAP;
 - f. Resolution from governing body of proposed PSAP agreeing to assume the duties and responsibilities of 9-1-1 for the area specified;
 - g. Written acknowledgement from local governmental body requesting PSAP of its capability to provide:
 - i. Minimum PSAP requirements as outlined in Commission Rule 251.1;
 - ii. Adequate facilities, licensed telecommunicators, and personnel to house and operate a PSAP;
 - h. Approval of the RPC's Executive Board;
 - i. Complete and submit an amendment request using GMS; and
 - j. Other factors as determined by the Commission.
5. Minimum requirements for adding an Alternate PSAP:
- a. Sufficient funding available for an Alternate PSAP. If local funds will be used for any costs, the regional plan or amendment thereto will indicate the amounts, the purposes, and the time periods for which local funds will be made available;
 - b. Specific cost estimates including, but not limited to, funding new 9-1-1 equipment, network, maintenance, construction, electrical and power back-up;
 - c. Approval of the RPC's Executive Board; and
 - d. Complete and submit an amendment request using GMS.
6. Minimum requirements for Adding a 9-1-1 Call Taking Workstation Position at an Existing PSAP.
- a. Average of 20 calls per day per 9-1-1 call taking workstation position, which may include combined totals of the number of 9-1-1 calls and the total

Commission on State Emergency Communications Program Policy Statements (PPS)

number of documented non-9-1-1 calls requesting emergency services for the previous 12 months prior to the request;

- b. Sufficient funding available for additional 9-1-1 call taking workstation position. If local funds will be used for any costs, the regional plan or amendment thereto will indicate the amounts, the purposes, and the time periods for which local funds will be made available;
 - c. Sufficient staffing available to fully utilize the position;
 - d. Specific cost estimates including, but not limited to, funding new 9-1-1 equipment, network, maintenance, construction, electrical and power back-up;
 - e. Complete and submit a request to add a 9-1-1 Call Taking Workstation Position using GMS; and
 - f. Other factors as determined by the Commission.
7. It is mandatory that the RPC purchase all customer premise equipment (CPE) to be used within the RPC and maintain oversight and control of the equipment.
8. If a local governing body or other entity provides funding for the purchase of 9-1-1 equipment, the RPC must hold the local funds outside the 9-1-1 program account and must document the expenditure of those funds on 9-1-1 equipment.

PSAP Changes

Each RPC must notify the Commission and service providers at least 30 days prior to the scheduled date of a non-emergency PSAP change or move of:

- Region's contact person, phone number, and email address;
- The old PSAP address and the new PSAP address; and
- Scheduled date of the PSAP move.

Additional instructions are included as Exhibit A to this PPS.

PSAP Closures and Consolidations

Closure of a PSAP will cause the 9-1-1 equipment and network to be removed so that a 9-1-1 call cannot be delivered to that location.

Consolidation of a PSAP will cause the 9-1-1 network, equipment, and functions from two or more PSAPs to be united at a single location.

While PSAP consolidation and closures are local decisions, they impact the RPC strategic plan where Commission rules and policies apply.

Commission on State Emergency Communications Program Policy Statements (PPS)

1. Within ten business days of the RPC receiving notice of the closure or consolidation, submit a letter signed by the RPC's Executive Director notifying Commission staff of the event. The letter should contain the following information:
 - Addresses of any PSAP that closed and of consolidated PSAP location, as applicable;
 - Date of closure for any PSAP closed;
 - Number of positions at the consolidated PSAP, as applicable; and
 - A list of 9-1-1 equipment and network decommissioned.
2. The Region will work with the PSAP administration to ensure compliance with Commission rule and policy and meet technical implementation timeframes, prior to closure or consolidation. Additional instructions are included as Exhibit A to this PPS.

QUESTIONS

Contact the Commission's 9-1-1 Program staff.

Commission on State Emergency Communications Program Policy Statements (PPS)

PPS 012: Public Safety Answering Point (PSAP) Adds, Moves, Changes,
Consolidations, and Closures; Adding 9-1-1 Workstation

Exhibit B: Call Volume Chart

Minimum Average Call Volume for Requesting a New PSAP*

| Number of Workstation Positions | Minimum Daily Call Volume Average |
|---------------------------------|-----------------------------------|
| 2 | 50 |
| 3 | 75 |
| 4 | 100 |
| 5 | 125 |
| 6 | 150 |
| 7 | 175 |
| 8 | 200 |
| 9 | 225 |
| 10 | 250 |
| 15 | 375 |
| 20 | 500 |
| 25 | 625 |
| 30 | 750 |


Minimum Average Call Volume for Requesting Additional Workstation Positions*

| Total Number of Positions ** | Minimum Daily Call Volume Average |
|------------------------------|-----------------------------------|
| 2 | 40 |
| 3 | 60 |
| 4 | 80 |
| 5 | 100 |
| 6 | 120 |
| 7 | 140 |
| 8 | 160 |
| 9 | 180 |
| 10 | 200 |
| 15 | 300 |
| 20 | 400 |
| 25 | 500 |
| 30 | 600 |

*Call volume is averaged over previous 12 months from the date of request

** Includes Current + Requested Positions



TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Judy Fullylove, Energy Services Director 
DATE: May 9, 2023
RE: 2023 Comprehensive Energy Assistance Program (CEAP) Contract Budget Amendment #2 through the Texas Department of Housing and Community Affairs (TDHCA)

RECOMMENDATION

Ratify CEAP Contract Amendment #2 for PY – 2023 for Utility Assistance (CEAP) contract #58230003847.

BACKGROUND

The Comprehensive Energy Assistance Program (CEAP) program assists low-income households with utility payments for electric, gas, and propane bills. Priority is given to the elderly, disabled and households with children five years old and younger. The CEAP program serves seven (7) counties: Collin, Cooke, Denton, Fannin, Grayson, Hunt and Rockwall.

DISCUSSION

CEAP contract funds provide utility assistance to eligible clients in the seven (7) county service area. Eligible households may receive up to \$2,400.00 per calendar year to assist with energy costs. Contract period is January 1, 2023 through December 31, 2023.

BUDGET

The amendment provides a budget increase of \$1,109,645.00 for a total contract amount of \$5,311,939.00.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 2 TO CONTRACT NUMBER 58230003847
FY 2023 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM
(CFDA # 93.568)

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: 2301LIEA
Award Year (Year of Award from HHS to TDHCA): 2023
Unique Entity Identifier Number: DBJNSNAJZCM6

This Amendment No. 2 to Comprehensive Energy Assistance Program Contract Number 58230003847 by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and Texoma Council of Governments, a political subdivision of the State of Texas ("Subrecipient"), hereinafter collectively referred to as "Parties",

RECITALS

WHEREAS, the Parties respectively, executed that Comprehensive Energy Assistance Program Contract Number 58230003847 ("Contract") on January 01, 2023 and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

AGREEMENTS

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Subsection G of Section 4, DEPARTMENT FINANCIAL OBLIGATIONS, of this Contract is hereby amended as follows:

Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **\$5,311,939.00**.

2. Section 36. Special Conditions C.2. is hereby deleted in its entirety.
3. Section 36. Special Conditions C.3. is hereby deleted in its entirety.
4. Exhibit A. Budget, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit A.
5. All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Amendment. In the event this Amendment and the terms of the Contract are in conflict, this Amendment shall govern, unless it would make the Contract void by law.

6. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.
7. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.
8. If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.
9. By signing this Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.
10. This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.
11. This Amendment shall be effective and memorializes an effective date of **March 10, 2023**.

WITNESS OUR HAND EFFECTIVE: **March 10, 2023**

SUBRECIPIENT:

Texoma Council of Governments
a political subdivision of the State of Texas

By:
Title:
Date:

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 2 TO CONTRACT NUMBER 58230003847
FY 2023 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)

EXHIBIT A

BUDGET

Texoma Council of Governments,
a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 5,311,939.00 CEAP FUNDS CURRENTLY AVAILABLE
\$ 2,500.00 TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

| BUDGET CATEGORY | FUNDS | % |
|--------------------------|------------------------|----------|
| Administration | \$ 383,522.00 | - |
| Direct Services | \$ 4,925,917.00 | - |
| TOTAL CEAP BUDGET | \$ 5,309,439.00 | - |

| BUDGET CATEGORY | FUNDS | % |
|------------------------------|------------------------|---------------|
| Household Crisis | \$ 2,135,631.00 | 43.35 |
| Utility Assistance | \$ 2,135,631.00 | 43.35 |
| Program Services | \$ 654,655.00 | 13.29 |
| TOTAL DIRECT SERVICES | \$ 4,925,917.00 | 100.00 |

General Administrative and coordination of CEAP, including costs and all indirect (or overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 7.22% of the Contract expenditures. All other administrative costs, exclusive of costs for program services, must be paid with nonfederal funds.

Program services costs shall not exceed the maximum 13.29%. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services costs when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of \$5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Subrecipient is limited to only one budget revision request during the first 8 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 calendar days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in termination of this Contract. Subrecipient must document outreach, whether the outreach is conducted with CEAP funds or other funds.

Vendor Refunds

Subrecipient must determine which TDHCA contract the payment(s) were charged to, the clients(s) associated to the payment(s) and if the Contract Term has expired.

If the Contract Term has not expired, Subrecipient must enter the amount into the Contract System in the appropriate budget line item into the Adjustment column in the monthly report and make an appropriate note in the system. This will credit back the vendor refund(s) for the Subrecipient to expend on eligible expenses during the Contract Term.

If the Contract Term has expired, Subrecipient must return the vendor refund(s) to the Department containing the contract number and appropriate budget line item associated to the refund(s).