

TYLER COUNTY COMMISSIONERS COURT
SPECIAL MEETING
AUGUST 1, 2013

THE STATE OF TEXAS ON THIS THE 1st day of August, 2013 the
Commissioners' Court in and for Tyler County, Texas convened in a Special Meeting at
the Commissioners' Courtroom in Woodville, Texas, the following members of the Court
present, to wit:

JACQUES L. BLANCHETTE	COUNTY JUDGE, Presiding
MARTIN NASH	COMMISSIONER, PCT. #1
RUSTY HUGHES	COMMISSIONER, PCT. #2
MIKE MARSHALL	COMMISSIONER, PCT. #3
JACK WALSTON	COMMISSIONER, PCT. #4
DONECE GREGORY	COUNTY CLERK, EX OFFICIO

The following were absent: none thereby constituting a quorum. In addition to the
above were:

JACKIE SKINNER	COUNTY AUDITOR
SHARON FULLER	COUNTY TREASURER
LOU CLOY	ASST. CRIMINAL DIST. ATTORNEY
DALE FREEMAN	EMERGENCY MANAGEMENT

Commissioner Marshall motioned to approve the **budget amendment/line item transfer** for the **County Auditor**. The motion was seconded by **Commissioner Nash**. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Nash** to adopt the Interlocal Agreement with **DETCOG for E911 Public Safety Answering Services (PSAP)**. The motion was seconded by **Commissioner Walston**. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Nash** to adopt the Interlocal Agreement with **DETCOG for E911 Automatic Location Information Maintenance Services (Database Maintenance)**. The motion was seconded by **Commissioner Marshall**. All voted yes and none no. SEE ATTACHED

Commissioner Walston motioned to purchase a new Accurate Compactor and Power Pack for the **Tyler County Collection Center** to be paid out of contingency line item for the collection center. **Commissioner Marshall** seconded the motion. All voted yes and none no. SEE ATTACHED

A motion was made by **Commissioner Nash** and seconded by **Commissioner Marshall** to approve an extended **warranty contract for a Precinct 1 Kubota tractor**. All voted yes and none no. SEE ATTACHED

Commissioner Nash recommended a workshop to discuss recommendations for the proposed **renovations of the county facility**, known as the old Brookshire Brothers building. It was the consensus of the court that a master plan was needed; and, that the priority would be to house the **adult probation department and offices for the commissioners**. No action was taken. Workshop was planned for Thursday, August 8th. SEE ATTACHED

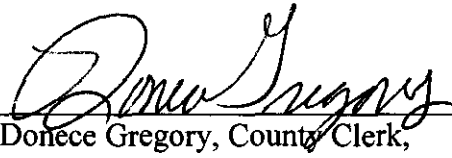
A motion was made by Commissioner Nash to adjourn. Commissioner Marshall seconded the motion. All voted yes.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED: 10:25pm

Commissioners' Court
August 1, 2013

I, Donece Gregory, County Clerk and ex officio member of the Tyler County Commissioners Court, do hereby certify to the fact that the above is a true and correct record of the Tyler County Commissioners Court session held on August 1, 2013.

Witness my hand and seal of office on this the 12th day of August, 2013.

Attest: 
Donece Gregory, County Clerk,
Tyler County, Texas

LINE ITEM TRANSFER-BUDGET AMENDMENT

Department & Fund: County Auditor

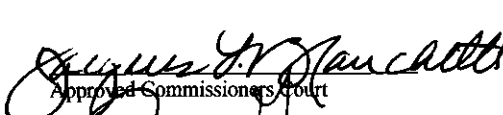
Date: 08/12/13

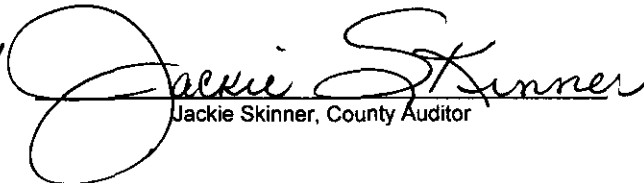
Honorable Commissioners' Court of Tyler County

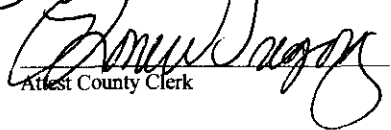
I submit to you for consideration the following:

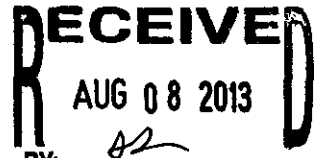
<u>LINE ITEM</u>	<u>LINE ITEM NUMBER</u>	<u>BUDGET</u>	<u>AMENDED</u>	<u>INCREASE (DECREASE)</u>	<u>REVENUE</u>
Travel & Education	010-422-42659	6,000.00	4,655.00	(1,345.00)	
Telephone	010-422-42500	1,100.00	2,400.00	1,300.00	
Association Dues	010-422-42650	280.00	325.00	45.00	
					0.00

Reason: Invalid assumptions underlying budget estimates of receipts and disbursements.


Approved Commissioners Court


Jackie Skinner, County Auditor


Attest County Clerk



FY '14-'15
**INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY
ANSWERING POINT SERVICES**

Article 1: Parties & Purpose

1.1 The ~~Deep E. Texas Council of Governments (DETCOG)~~ (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 14 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 ~~Tyler County~~ (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.

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

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

Article 2: Applicable Law

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

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

10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the Tyler County Sheriffs Office PSAP(s) located at 702 N Magnolia St, Woodville, TX 75979;

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 **DEICOG** and proof of insurance shall be provided upon request.

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

3.3 Inventory

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

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

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

3.4 Security

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

3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

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

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

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

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

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Log all trouble reports and make copies available to the RPC as required by the RPC;

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

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

3.7.1 Accept incoming 9-1-1 calls on behalf of another DETCOG network PSAP during contingency routing necessitated by network failure, equipment failure, or other natural or manmade disasters.

Article 4: Performance Monitoring

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

Article 5: Procurement

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

5.2 The RPC shall ~~purchase~~ supplies necessary for performance of the deliverables per this Agreement.

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:

210 Premier Dr, Jasper, TX 75951

The Local Government's address is:

Courthouse, Woodville, TX 75979

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, 2013 and shall terminate on August 31, 2015.

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.

DETCOG

By: Walter G. Diggles

Printed Name: Walter G. Diggles

Title: Executive Director

Date: 8/07/13

Tyler County

By: Jacques D. Blanchette

Printed Name: Jacques Blanchette

Title: County Judge

Date: 8-1-13

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

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

Attached equipment inventory list

DETCOG

By: Walter G. Diggles

Printed Name: Walter G. Diggles

Title: Executive Director

Date: 8/7/13

Tyler County

By: Jacques Blanchette

Printed Name: Jacques Blanchette

Title: County Judge

Date: 8-1-13

Attachment B

Transfer of Ownership Form

As stipulated in Article 3 of the Agreement between **Deep East Texas Council of Governments** (RPC) and **_____** (Local Government) dated **_____, 20____**, the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer _____ Disposition _____ Lost _____

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

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

Continued.....

TYLER	TYLER CO	ALI	SIGN MAKER	N/A	1203	10-1-06	5,995
TYLER	TYLER SO	PSAP	ALI ROUTER (A) (CISCO 1841)	FTX133380WW	1527	11-20-09	1,832
TYLER	TYLER SO	PSAP	ALI ROUTER(S) (CISCO 1841)	FTX133380WE	1528	11-20-09	1,832
TYLER	TYLER SO	PSAP	MONITOR- VELA 1	TK091034HE115CO2342	001652	7-15-11	794
TYLER	TYLER SO	PSAP	MONITOR- VELA 2	TK091034HE115CO2356	001650	7-15-11	794
TYLER	TYLER SO	PSAP	MONITOR- VESTA 1	TK091034HE115CO2353	001653	7-15-11	794
TYLER	TYLER SO	PSAP	MONITOR- VESTA 2	TK091034HE115CO2359	001651	7-15-11	794
TYLER	TYLER SO	PSAP	TTY	30371101564	1435	3/6/08	396
TYLER	TYLER SO	PSAP	UPS	9640ALCPS625900014	001468	11/07/08	8067
TYLER	TYLER SO	PSAP	BCM - White	NT7B10AAFH	001362	12-6-07	765
TYLER	TYLER SO	PSAP	CPU # 1 - Central	2UA7250VN6	001354	12-6-07	76,950
TYLER	TYLER SO	PSAP	CPU # 2 - NonCentral 1	2UA7250VP5	001355	12-6-07	bundled
TYLER	TYLER SO	PSAP	DATASYNC SERVER	MX294800BN	1613	7-7-10	13,297
TYLER	TYLER SO	PSAP	NETCLOCK	2787	1579	7-7-10	6,542
TYLER	TYLER SO	PSAP	Orien Vela Software	N/A	N/A	5/4/12	20,024
TYLER	TYLER SO	PSAP	Printer	MY7317106T	001360	12-6-07	bundled
TYLER	TYLER SO	PSAP	Recorder (COMMERCIAL ELECTRONICS)			12-6-06	14,990
TYLER	TYLER SO	PSAP	Vesta Pallas Server	MX2720023Z	001363	12-6-07	bundled
TYLER	TYLER SO	PSAP	Vesta Pallas Server Monitor	CNOCC38871617773AGXX	001364	12-6-07	bundled
TYLER	TYLER SO	PSAP	WAN ROUTER (CISCO 2811)	SFTX1352AOJQ	1570	4-13-10	4,702

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: Yes No

Proceeds, if any: _____

Approved by: _____

Title: _____

Comptroller

Date: _____

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

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

Date: _____

Attachment C Scope of Work

The local government (PSAP) agrees to meet the minimum federal and state legal requirements and DETCOG and CSEC rules related to operating a PSAP. PSAP agrees to take 9-1-1 calls from outside the PSAP's jurisdiction and transfer to appropriate PSAP/responders as necessitated by any contingency routing required as a result of equipment failure, network failure, or natural or manmade disasters. PSAP agrees to cooperate with testing requirements of telco service providers and DETCOG.

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

Attachment D

PSAP Operations Performance Measures and Monitoring

Reports

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

Logs

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

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

Quality Assurance Inspections

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

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

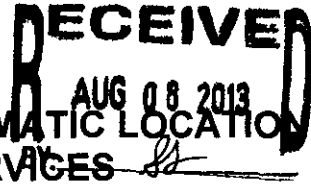
as needed at determination of DETCOG

Attachment E Commission Documents

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

1. Commission Legislation: http://www.911.state.tx.us/browse.php/rules_legislation
2. Commission Rules: http://www.911.state.tx.us/browse.php/rules_legislation
3. Commission Program Policy Statements:
http://www.911.state.tx.us/browse.php/program_policy_statements

FY '14-'15
**INTERLOCAL AGREEMENT FOR E9-1-1 AUTOMATIC LOCATION
INFORMATION MAINTENANCE SERVICES**



Article 1: Parties & Purpose

1.1 The Deep East Texas Council of Governments (DETCOG) (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 14 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 Tyler County (Local Government) is a local government that has agreed to participate in implementing enhanced 9-1-1 services in the Region in accordance with the RPC's Strategic Plan as approved by the Commission.

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

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

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

Article 2: Applicable Law

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

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

Article 3: Deliverables

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

3.2 Ownership, Transference & Disposition of Equipment

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

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

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

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

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

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

3.3 Inventory

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

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

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

3.4 Security

3.4.1 The Local Government shall limit access to the 9-1-1 Database only to authorized personnel.

3.5 Training

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

3.6 Operations

The Local Government shall:

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

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

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

Article 4: Performance Monitoring

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

Article 5: Procurement

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

5.2 The RPC shall ~~purchase~~ supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

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

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

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

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

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

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

Article 7: Records

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

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

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

Article 8: Assignment

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

Article 9: Nondiscrimination and Equal Opportunity

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

Article 10: Dispute Resolution

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

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

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

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

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

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

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act

on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

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

12.2 The RPC's address is:

210 Premier Dr, Jasper, TX 75951

The Local Government's address is:

100 W Bluff St #102, Woodville, TX 75979

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, 2013 and shall terminate on August 31, 2015.

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

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

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local

Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

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

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

Article 16: Indemnification

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

Article 17. Historically Underutilized Business Requirements

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

Article 18: Miscellaneous

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

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

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

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

18.5 The following Attachments are part of this Agreement:

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

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

18.7 This Agreement is executed in duplicate originals.

DETCOG

Tyler County

By: 

By: 

Printed Name: Walter G. Diggles

Printed Name: Jacques Blanchette

Title: Executive Director

Title: County Judge

Date: 8/07/13

Date: 8-1-13

**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 N/A, in N/A, to be the property of DETCOG, hereinafter referred to as "Owner".

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

~~Attach equipment inventory list~~ **Not Applicable**

DETCOG

By: Walter G. Diggles

Printed Name: Walter G. Diggles

Title: Executive Director

Date: 8/7/13

Tyler County

By: Jacques Blanchette

Printed Name: Jacques Blanchette

Title: County Judge

Date: 8-1-13

TYLER

TYLER CO

ALI

SIGN MAKER

N/A

1203

10-1-06

5,995

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

[Redacted text]

DETCOG will perform the services outlined in the Scope of Work listed below.

Not Applicable to the county in this agreement.

The county agrees to perform the following functions by employing a county employee:

- 1) maintain the county's electronic GIS map including MapSAG functions,
- 2) maintain the ALI database including MSAG, ESNs, and TN records through the state 9-1-1 ALI providers web application,
- 3) coordinate with USPS, telcos, incorporated cities, adjoining counties, elected officials, general public and DETCOG staff to resolve errors and issues in the ALI database and GIS electronic map including MapSAG functions, and
- 4) other issues that may be assigned related to E911 GIS and database maintenance.

DETCOG will provide the GIS software (currently ESRI and MapSAG) including maintenance agreements and access to the state ALI database provider's web application (currently Intrado 9-1-1NET). DETCOG will provide technical assistance and required training to the county's designated E911 ALI Maintenance Coordinator.

DETCOG will monitor the deliverables (functions above) on a quarterly basis and will provide a copy of the monitoring report to the E911 ALI Maintenance Coordinator. Any findings not resolved satisfactorily by the E911 ALI Maintenance Coordinator will be reported to the County Judge for corrective action. DETCOG reserves the right to terminate this agreement for non-performance of contracted services.

Attachment D
ALI Maintenance Performance Measures and Monitoring

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

Reports

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

~~Specialized reports necessary to ensure compliance with this Agreement, those SPC/RPC reports, Regional Strategic Plan and individual local governments.~~

As requested.

Attachment E

Commission Documents

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

1. Commission Legislation: http://www.911.state.tx.us/browse.php/rules_legislation
2. Commission Rules: http://www.911.state.tx.us/browse.php/rules_legislation
3. Commission Program Policy Statements:
http://www.911.state.tx.us/browse.php/program_policy_statements

ARS Equipment

PO Box 1826
 Van, TX 75790-1826
 903-963-8644

arsequipment@yahoo.com

Estimate

7/22/2013	072213-1
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County of Tyler
 Attn: JA Walston
 300 West Bluff
 Woodville, TX 75979
 409-429-3338

County of Tyler
 Attn: JA Walston
 Transfer Station
 Woodville, TX 75979
 JackWalston@hotmail.com

Net 10	GG	Van, TX	Opt 1-85,000# Force	Contract Trk
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CP-6102	New SP Industries Model CP-6102, six (6) cy stationary compactor with power pack, 20 hp, 230 volt, 3 phase motor per literature and standard options	1	36,810.00	36,810.00
Hopper	Modify loading hopper with plate to fit CP6102	1	885.00	885.00
Controls	Mounted on panel face with pressure gauge visible	1	284.00	284.00
Light	Advanced Full light indicator	1	480.00	480.00
Pinning-boost	Override option	1	1,020.00	1,020.00
Custom	Power pack weather shield	1	285.00	285.00
Power Pack	Mounted with cover on upper deck	1	475.00	475.00
Guide Rails	Set of two heavy duty guide rails	1	185.00	185.00
Breaker Bar	Teeth (Set of 5, fixed)	1	185.00	185.00
Freight	Freight to customer's location	1	2,440.00	2,440.00
Installation	Standard installation in Tyler Co. area * * Precinct #4 to offload and place in position with their equipment.	1	2,863.00	2,863.00
Warranty	Delivery 4-6 weeks from receipt of written purchase order		0.00	0.00
Trade-In	One year parts and labor with 3 year frame & weldment Allowance for trade-in on existing Accurate compactor & power pack (includes removal of compactor)		-1,267.00	-1,267.00
Thank you for allowing us to quote this project.			Total	\$44,645.00

Garry C. Goswick is pleased to furnish this proposal at the request of the above named company. Information in this proposal is based on experience, engineering and expertise in the handling of waste or by-products of manufacturing. It is not to be shared with other companies in the waste or recycling field. Consulting fees of 25% of project costs will be charged if this information is not kept confidential.



NATIONAL ACCOUNT PRODUCT QUOTATION

Contract Pricing Worksheet

PHONE: 310-370-3370 EXT. 1813 FAX: 310-370-3846 EMAIL: CBENNETT@KUBOTA.COM

Quote # HGAC 1010

Purchasing Party:	State of Texas, County of Tyler		Dealer:	Beaumont Tractor Company, Inc.	
Contact:	Martin Nash-Cnty Commissioner	Issue PO to:	ADDRESS:	4430 College Street	
Phone #:	409-283-7296	Kubota Tractor Corp.	CITY:	Beaumont	STATE: TX
Fax #:	409-283-6307	3401 G.S. America Blvd.	CONTACT NAME:	Chuck Richardsor	ZIP: 77707
Email:		Tulsa, OK, 74133	PHONE:	409-868-3380	FAX:

COMMENTS: Prices for product quoted are good for 60 days from quote date.

IMPORTANT - THIS WORKSHEET MUST BE VERIFIED BY KUBOTA NATIONAL ACCOUNTS before a PO is issued. Please fax to Cynthia Bennett (510) 370-3846 or email the worksheet to cbennett@kubota.com. PO's without verified quote may be subject to change. PO Must Be Issued To Kubota Tractor Corporation

General Description of Product	B, BX, L, M Series (20%)	RTV Series (17%)	Z & F Series (20%)	T/G Series (18%)
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ORDERING INFORMATION

FOR KUBOTA USE ONLY

QTY	Product Code	MODEL CODE	Assembly Fees Apply	UNIT LIST PRICE	NATIONAL ACCT DISCOUNT PRICE	LIST PRICE	TOTAL NATIONAL ACCOUNT PRICE
A. Catalog / Price Sheet Items being purchased - Itemize Below							
1	M	M108SDSC	4WD Farm Tractor w Cab	\$ 53,757.00	\$ 43,005.60	\$ 53,757.00	\$ 43,005.60
2		AMR8559	Front 13.6R24 Radial Tires	In Base Price			
2		AMR9256B	Rear 18.4R34 Radial/Cast Im	In Base Price			
1		30004832200	KB2200 Terrain King B Mower	\$ 39,694.00	\$ 36,518.48	\$ 39,694.00	\$ 36,518.48
1		34815986190	5' Rotary Ctr Blade Bar Swvl	\$ 12,440.00	\$ 11,444.80	\$ 12,440.00	\$ 11,444.80
1		M9293B	Creep Speed Kit	\$ 721.00	\$ 663.32	\$ 721.00	\$ 663.32
1		M9277A	540/1000 rpm PTO Kit	\$ 677.00	\$ 622.84	\$ 677.00	\$ 622.84
Subtotal A:				\$ 107,289.00	\$92,255.04	\$ 107,289.00	\$ 92,255.04
B. Unpublished Options, Accessory or Service Items - Itemize Below							
1		QH20	Cat.2 Quick -Hitch	\$ 618.00	\$ 618.00	\$ 618.00	\$ 618.00
Subtotal B:				\$ 618.00	\$ 618.00	\$ 618.00	\$ 618.00
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges							
			Inbound/Outbound Freight charges	\$ 1,240.00	\$ 1,240.00	\$ 1,240.00	\$ 1,240.00
			Tractor Assembly Fees	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Subtotal C:				\$ 2,240.00	\$ 2,240.00	\$ 2,240.00	\$ 2,240.00
			Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B)	For this transaction the percentage is	1%		
TOTAL= (A+B+C)				\$110,147.00	\$95,113.04	\$110,147.00	\$95,113.04

AUTHORIZED SIGNATURE: X

DATE

HGAC order processing charge of \$ 9.27 on Section B items is the responsibility of the delivering dealer. Kubota will reimburse HGAC for the entire order processing charge and deduct the amount applicable to Section B from internal Kubota bid discounts

\$ 9.27

All orders are subject to the terms and conditions as outlined in the National Purchase Agreement. The Standard Kubota Warranty Applies, which does not include pick up or delivery.

Payment Terms = Net 45 Days

FOR KTC INTERNAL USE-

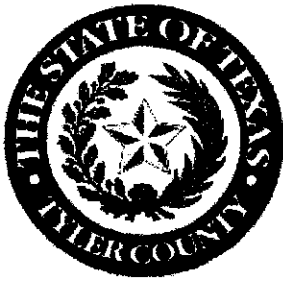
Quote #: HGAC61B-10

Quote Date: May 24, 2010

Verified By: cb

Tyler County -								
7/25/13								
Low to High Cost Range								
DESCRIPTION	QTY.	SQUARE FOOTAGE		UNITS	UNIT PRICE	COST \$	UNIT PRICE	COST \$
COURTHOUSE								
Courtroom	1	3000		3000	sq.ft.			
Judge's Office	1	300		300	sq.ft.			
Jury Deliberation Room	1	350		350	sq.ft.			
District Attorney's Office	1	240		240	sq.ft.			
Clerk's Office	1	120		120	sq.ft.			
Inmate Holding	1	120		120	sq.ft.			
Juror's RR (2)	2	75		150	sq.ft.			
Judge's RR	1	75		75	sq.ft.			
SUBTOTAL				4355.00	sq.ft.			
		30% Circulation, HVAC, etc.		1306.50	sq.ft.			
TOTAL				5661.50	sq.ft.	\$60.00	\$339,690.00	\$80.00 \$452,920.00
ADULT PROBATION								
Staff Offices	8	120		960	sq.ft.			
Receptionist	1	150		150	sq.ft.			
Work Area	1	75		75	sq.ft.			
Waiting Room	1	240		240	sq.ft.			
Classrooms/Conference Room	1	400		400	sq.ft.			
Waiting Room RR	2	60		120	sq.ft.			
Employee RR	2	75		150	sq.ft.			
Drug Testing	1	100		100	sq.ft.			
IT Closet	1	120		120	sq.ft.			
File Storage	1	150		150	sq.ft.			
Interview/Meeting Rooms	3	180		540	sq.ft.			
Breakroom	1	300		300	sq.ft.			
SUBTOTAL				3305.00	sq.ft.			
		30% Circulation, HVAC, etc.		991.50	sq.ft.			
TOTAL				4296.50	sq.ft.	\$80.00	\$257,790.00	\$80.00 \$343,720.00
JUVENILE PROBATION								
Staff Offices	4	180		720	sq.ft.			

Receptionist	1	150	150 sq.ft.				
Work Area	1	75	75 sq.ft.				
Waiting Room	1	240	240 sq.ft.				
Classroom/Conference Room	2	400	800 sq.ft.				
Waiting Room RR	2	60	120 sq.ft.				
Employee RR	2	75	150 sq.ft.				
General Storage	1	100	100 sq.ft.				
File Storage	1	100	100 sq.ft.				
SUBTOTAL			2455.00 sq.ft.				
			30% Circulation, HVAC, etc.				
TOTAL			3191.50 sq.ft.	\$60.00	\$191,490.00	\$80.00	\$255,320.00
COUNTY COMMISSIONERS' OFFICE							
Commissioners' Offices	4	200	800 sq.ft.				
Secretary Offices	2	150	300 sq.ft.				
Meeting Room	1	270	270 sq.ft.				
Waiting Room	1	100	100 sq.ft.				
Kitchen	1	400	400 sq.ft.				
Employee RR	2	75	150 sq.ft.				
General Storage	1	100	100 sq.ft.				
SUBTOTAL			2120.00 sq.ft.				
			30% Circulation, HVAC, etc.				
TOTAL			2786.00 sq.ft.	\$60.00	\$165,360.00	\$80.00	\$220,480.00
EXTERIOR IMPROVEMENTS							
			Porch Extension				
			Exterior Face RR				
			2.5a Lighting				
			Generator Hook-Up				
TOTAL			11210.00 sq.ft.	\$15.00	\$168,150.00	\$30.00	\$336,300.00
ESTIMATED CONSTRUCTION TOTAL						\$1,122,480.00	\$1,608,740.00
Soft Cost: 8%						\$89,798.40	\$128,699.20
			asbestos/lead paint testing				
			limited topographic survey				



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Thursday

August 1, 2013

10:00 AM

MARTIN NASH
Commissioner, Pct. 1

RUSTY HUGHES
Commissioner, Pct. 2

JACQUES L. BLANCHETTE
County Judge

MIKE MARSHALL
Commissioner, Pct. 3

JACK WALSTON
Commissioner, Pct. 4

NOTICE Is hereby given that a *Special Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

Agenda

"In matters of style, swim with the current; in matters of principle, stand like a rock."
Thomas Jefferson

➤ CALL TO ORDER

- Establish quorum

I. CONSIDER/APPROVE

- Budget amendments/Line Item Transfers** – Jackie Skinner, County Auditor
- Recommendations** for Proposed Renovation of County Facility located in 200 Block of N. Charlton – M. Nash
- Adopt Interlocal Agreement** with DETCOG for E9-1-1 Public Safety Answering Point Services (PSAP) – Dale Freeman, Emergency Management Coordinator
- Adopt Interlocal Agreement** with DETCOG for E9-1-1 Automatic Location Information Maintenance Services (Database Maintenance) – D. Freeman
- Purchase** New Accurate Compactor & Power Pack for the Tyler County Collection Center, Fund: 037-000-43200 – J. Walston
- Extended Warranty** on Precinct 1 Kubota Tractor – M. Nash

II. EXECUTIVE SESSION

Consult with District Attorney and/or his legal staff in executive session held in accordance with Texas Government Codes 555.071(1)(A), (2) regarding pending and/or contemplated litigation, and/or 551.074, regarding personnel matters, and/or property acquisition.

➤ ADJOURN

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the Tyler County Courthouse in a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041.

Executed on July 29 2013 Time 9:00am

Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court

By: Roxanne Spivey (Deputy)



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Thursday
August 1, 2013
10:00 AM

MARTIN NASH
Commissioner, Pct. 1

RUSTY HUGHES
Commissioner, Pct. 2

JACQUES L. BLANCHETTE
County Judge

MIKE MARSHALL
Commissioner, Pct. 3

JACK WALSTON
Commissioner, Pct. 4

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> CALL TO ORDER

- Establish quorum

I. CONSIDER/APPROVE

A. Budget amendments/Line Item Transfers – Jackie Skinner, County Auditor

M/
K

B. Recommendations for Proposed Renovation of County Facility located in 200 Block of N. Charlton –

M. Nash

Proceed w/ Probation & Court offices

Marshall need master plan

No Ad

C. Adopt Interlocal Agreement with DETCOG for E9-1-1 Public Safety Answering Point Services (PSAP) – Dale Freeman, Emergency Management Coordinator

M/
W

✓

D. Adopt Interlocal Agreement with DETCOG for E9-1-1 Automatic Location Information Maintenance Services (Database Maintenance) – D. Freeman

M/
M

✓

E. Purchase New Accurate Compactor & Power Pack for the Tyler County Collection Center, Fund: 037-000-43200 - J. Walston

W/m

Purch
PA-1 out of contig

F. Extended Warranty on Precinct 1 Kubota Tractor - M. Nash

N/m

II. EXECUTIVE SESSION

N/m 10:25 AM

Consult with District Attorney and/or his legal staff in executive session held in accordance with Texas Government Codes 555.071(1)(A), (2) regarding pending and/or contemplated litigation, and/or 551.074, regarding personnel matters, and/or property acquisition.

> ADJOURN

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the Tyler County Courthouse in a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041.

Executed on _____ 2013 Time _____

Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court

By: _____ (Deputy)