

# INTERLOCAL AGREEMENT FOR 9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

## Article 1: Parties & Purpose

1.1 The **Lower Rio Grande Valley Development Council** (LRGVDC) is a Regional Planning Commission (RPC) 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 **Hidalgo County** (Region), and the Commission on State Emergency Communications (CSEC) has approved its current Strategic Plan.

1.2 **Hidalgo County Sheriff's Office** (Local Government) is a local government that operates Public Safety Answering Point (PSAP) that assist in implementing the Strategic Plan as approved by CSEC.

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

1.4 The Contract for 9-1-1 Services between CSEC and LRGVDC 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 CSEC and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

## Article 2: Applicable Law

2.1 Applicable laws include, but is not limited to, the Texas Health and Safety Code Chapter 771; CSEC 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 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 CSECs 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 CSEC rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

## Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the Hidalgo County Sheriff's Office PSAP(s) located at 711 E El Cibolo Rd Edinburg, TX 78541;

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

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements (please refer to Attachment G: Site 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 LRGVDC will maintain ownership of all 9-1-1 equipment and will required the Local Government to sign the Ownership Agreement included as Attachment A of this Agreement.

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 Transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are included in this Agreement under Attachment B: Transfer of Ownership form.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by Hidalgo County and proof of insurance shall be provided so that it may be added to this Agreement as Attachment I.

3.2.6 The RPC and/or the CSEC 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 and shall provide a copy to the Local Government for insurance purposes (please refer to Attachment H);

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.

### 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 At a minimum, provide dedicated **9-1-1 License Telecommunicator(s) (TCs)** to answer 9-1-1 calls 24x7x365, however the required minimum number of TCs is based on the following:

- A PSAP with one to three 9-1-1 workstations, at a minimum, must provide **one** TC.
- A PSAP with four to seven 9-1-1 workstations, at a minimum, must provide **three** TCs.

Please note that the Local Government may need more than the minimum base on their 9-1-1 call volume or other needs such as dispatching.

3.6.3 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;

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

3.6.5 Allow 24-hour access to the 9-1-1 equipment for audits, repairs and maintenance services, as required or needed by the LRGVDC staff or maintenance provider;

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

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

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

3.6.9 Log all trouble reports 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.

#### **Article 4: Performance Monitoring**

4.1 The RPC and the CSEC 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 CSEC 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 and/or reimburse 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 CSEC 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 CSEC, 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 CSEC, 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 CSEC 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 CSEC 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 CSEC 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:

**Lower Rio Grande Valley Development Council  
Attn: 9-1-1 Department  
301 W. Railroad St.  
Weslaco, TX 78596**

The Local Government's address is:

**Hidalgo County Sheriff Office  
711 E El Cibolo Rd  
Edinburg, TX 78541**

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, 2015 and shall terminate on August 31, 2017.

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 | CSEC Documents – Legislation, Rules and Program Policy Statements |
| Attachment F | Acronyms  |
| Attachment G | Site Requirements   |
| Attachment H | PSAP Equipment Inventory (provided by RPC)                        |
| Attachment I | PSAP Insurance (provided by local government)                     |

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.

**Lower Rio Grande Valley Development Council**

**Hidalgo County**

By:  \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Kenneth N Jones, Jr.

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 Hidalgo County Sheriff's Office, in Hidalgo County, to be the property of Lower Rio Grande Valley Development Council, hereinafter referred to as "Owner".

See attachment H for an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

**Lower Rio Grande Valley Development Council**

By:  \_\_\_\_\_

Printed Name: Kenneth N. Jones Jr.

Title: Executive Director

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

**Hidalgo County**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## Attachment B Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between Lower Rio Grande Valley Development Council (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**

### **Section 1.0 — Scope:**

As required by the Contract for 9-1-1 Services executed between LRGVDC and the CSEC, LRGVDC shall execute interlocal agreements between itself and its member local governments relating to planning, development, operation, and provision of 9-1-1 services. At a minimum, the parties agree to cooperate in addressing, database, maintenance, and meet GIS requirements in accordance with State and Federal Standards.

PSAPs should strive to meet PSAP Service Capability Criteria Rating Scale standards as listed in APCO\NENA ANS 1.102.2, which provides for minimum standard, advanced, and superior rating categories.

1.1 The basic equipment categories are:

A. 9-1-1 Equipment

- i. Customer Premise Equipment (CPE) — located at the PSAPs such as telephone system interfaces, workstations, backroom servers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery;
- ii. Telecommunications Device for the Deaf / Teletypewriter (TDD / TTY)

B. Ancillary Equipment

- i. Uninterruptible Power Supply (UPS)
- ii. Printers
- iii. Recorders (as funding allows)

### **Section 2.0 — Program Deliverables:**

Local Government agrees to comply with all applicable law, CSEC Rules, and LRGVDC policies as they pertain to the 9-1-1 program to provide the following deliverables:

#### **2.1 Inventory:**

2.1.1 Local Government is responsible for notifying LRGVDC upon disposition of equipment and shall provide inventory information for the Annual Certification of 9-1-1 Program Assets.

## **Attachment C Scope of Work (continued)**

2.1.2 LRGVDC shall maintain property records and conduct an annual physical inventory. Capital Recovery Asset Disposal Notices shall be prepared in accordance with UGMS and the State Comptroller of Public Accounts as required by CSEC Rule 251.5.

### **2.2 Security:**

2.2.1 Local Government will protect the CPE and ancillary equipment by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance for use. LRGVDC agrees to follow security access requirements established by Local Government.

2.2.2 Local Government will implement procedures and take appropriate security measures necessary to prevent unauthorized third-party software use on CPE or 9-1-1 Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*. LRGVDC may conduct random security audits.

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

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

### **2.3 Maintenance:**

2.3.1 LRGVDC shall practice and require preventative maintenance on all CPE and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary.

2.3.2 Local Government will provide upkeep of 9-1-1 equipment and areas by ensuring cleanliness.

2.3.3 Local Government shall notify LRGVDC of any scheduled maintenance on commercial power or backup generator, at least 48 hours prior to work being done.

2.3.4 Local Government shall notify LRGVDC of any power or generator outages that affect the 9-1-1 system and document them in trouble/maintenance logs.

2.3.5 Local Government may call for technical assistance or make trouble reports by dialing 888-414-2738. In addition, the Local Government may use email to request routine maintenance [at 9-1-1 @wscicom.com](mailto:9-1-1@wscicom.com).

## **Attachment C**

### **Scope of Work (continued)**

#### **2.4 Supplies:**

LRGVDC will purchase supplies necessary for the continuous operation of 9-1-1 Ancillary equipment (i.e. printer toner).

#### **2.5 Training:**

Local Government shall:

2.5.1 Provide telecommunicators access to emergency communications equipment training as approved by LRGVDC's training staff, or as determined by the Local Government.

2.5.2 Notify LRGVDC in writing or email of any new 9-1-1 telecommunicator listing their full name, date of hire, and Texas CSEC on Law Enforcement Officers Standards and Education (TCLEOSE) PID#. New telecommunicators shall be scheduled for their 9-1-1 equipment within 120 days of their hire date.

2.5.3 If a PSAP chooses to train its own personnel, a copy of the agencies approved Learning Objectives and Lesson Plan must be provided to LRGVDC.

2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCLEOSE.

2.5.5 Ensure that all telecommunicators abide by the TCLEOSE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

#### **2.6 Facilities:**

2.6.1 Local Government shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the PSAP.

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

2.6.3 LRGVDC staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on 24x7x365 basis without prior notice.

2.6.4 Refer to Attachment G of this Interlocal Agreement for detailed requirements.

## **Attachment C Scope of Work (continued)**

### **2.7 Operations:**

Local Government shall:

2.7.1 Check 9-1-1 workstations, make-busy switch, and TDD/TTY for proper operation and user familiarity at least once per shift.

2.7.2 Provide upon request any testing documentation or applicable paperwork required by CSEC and LRGVDC within 24 hours.

2.7.3 The PSAP shall provide an admin phone line answered by a telecommunicator 24 hours a day. Any change to this telephone number shall be reported to LRGVDC in writing or by email.

2.7.4 When there is any incorrect ANI/ALI or GIS information, the telecommunicator shall submit a discrepancy report to make the necessary correction before the end of the shift.

2.7.5 Notification of change in medical, law enforcement or fire responders shall be made in writing to LRGVDC at least 15 days prior to change.

2.7.6 PSAP must submit a written request for all Manual ALI query to LRGVDC for any investigation purposes. PSAP agrees to use ALI lookup feature only in the event of handling and processing an emergency call. Manual ALI queries may be used for training or testing purposes limited to PSAP telephone numbers.

2.7.7 Each PSAP shall have in their emergency communication plan procedures that ensure survivability and sustainability of 9-1-1 services. This plan shall be accessible to LRGVDC upon request.

2.7.8 Comply with LRGVDC policy and procedures for PSAP moves/changes.

2.7.9 Telecommunicators must use re-transmit (re-bid or RTX) features on wireless to obtain updated GPS coordinates for the mobile devices.

### **2.8 Master Street Address Guide (MSAG) / GIS Maintenance:**

Counties and cities shall:

2.8.1 Provide current updates for streets addresses, street ranges, or street names.

2.8.2 Provide physical addresses requested as per local ordinances and/or subdivision regulations.

## **Attachment C**

### **Scope of Work (continued)**

2.8.3 Verify or correct 9-1-1 ALI database information for accuracy as requested by LRGVDC including No Record Found (NRF) and Telephone Number Change Request (TNCR) forms.

2.8.4 Make sure PSAPs provide 9-1-1 ALI discrepancy reports.

2.8.5 Notify LRGVDC in writing within two business days of the receipt of a request for ALI data made under the Texas Public Information Act.

2.8.6 Meet GIS requirements to ensure accurate 9-1-1 call plotting and routing.

2.8.7 Provide any point data available for address points, points of interest, landmarks, fire hydrants, hospitals, schools, planimetrics data, etc.

2.8.8 Provide available street centerline data, county roads, un-named roads, etc.

2.8.9 Notify LRGVDC in writing of boundary changes affecting: city limits, law, fire departments, emergency service districts, or EMS as approved by city council, county commissioner, and/or service contract amendments.

## **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:

#### 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 quarter;
2. List of service affecting issues once per month;
3. Certification of TTY/TDD testing once per month (confirming testing once per shift per day; and
4. TTY/TDD call logs once per month.

#### Quality Assurance Inspections

RPC personnel will conduct site visits at least twice per year or usually once per quarter to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

## **Attachment E CSEC Documents**

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

1. CSEC Legislation: <http://www.csec.texas.gov> and <http://www.csec.texas.gov/statutes>
2. CSEC Rules: <http://www.csec.texas.gov>
3. CSEC Program Policy Statements:  
<http://www.csec.texas.gov/program-policy-statements/9-1-1-program>

## **Attachment F Acronyms**

LRGVDC	- Lower Rio Grande Valley Development Council
CSEC	- Commission on State Emergency Communications
APCO	- Association of Public-Safety Communications Officials
NENA	- National Emergency Number Association
RPC	- Regional Planning Commissions
PPS	- Program Policy Statements
UGMS	- Uniform Grant Management Systems
TCLEOSE	— Texas Commission on Law Enforcement Officers Standards & Education
PSAP	- Public Safety Answering Point
ADA	- Americans with Disabilities Act of 1990
TDD	- Telecommunications Device for the Deaf
TTY	- Teletypewriter
UPS	- Uninterruptible Power Supply
CPE	- Customer Premise Equipment
ANI	- Automatic Number Identification
ALI	- Automatic Location Identification
GPS	- Global Positioning System
GIS	- Geographic Information System
RTX	- Re-transmit / Re-bid
MSAG	- Master Street Address Guide
DBMS	- Database Management System
NRF	- No Record Found
TNCR	- Telephone Number Change Request
EMS	- Emergency Management System

## **Attachment G SITE REQUIREMENTS**

### **1. GENERAL**

#### **1.1. Introduction**

1.1.1 The following information is for preparing and maintaining the PSAP site for 9-1-1 equipment. The requirements and guidelines are given to promote a safe environment for PSAP and installation personnel and to ensure a reliable 9-1-1 system.

### **2. PSAP SITE PREPARATION REQUIREMENTS**

#### **2.1. General Requirements and Guidelines**

2.1.1 The PSAP is responsible for costs associated with adhering to the requirements in this section and that applicable local ordinances and regulations are followed

2.1.2 Deviation from requirements should be documented for review by LRGVDC 9-1-1 staff.

#### **2.2. Equipment Area**

2.2.1 A maintenance space or access area around the equipment units should be available. This area must remain clear of all desks, machines, shelves, cabinets and storage. LRGVDC personnel will not move PSAP material to gain access to equipment or backboards.

2.2.2 The equipment area should be kept as dust free as possible during and after installation. Floors need to be clean, dry level and free from vibration. Ensure wall and ceiling finishes are of a dust free surface that can be cleaned and will not flake.

2.2.3 A minimum clear ceiling height of 8" under girders or other obstructions throughout the equipment is needed.

2.2.4 A 3/4 inch plywood and size of 4 ft. by 8 ft., mounted 2 feet from the floor, should be provided for mounting cross connect blocks and other 9-1-1 equipment. The plywood shall be painted white or sealed per local building and fire codes. In general, if the plywood is fastened to gypsum or plaster, total equipment mounted to board should not exceed 75 pounds. If plywood is fastened to concrete, hollow block with embedded anchors, total equipment mounted to board should not exceed 100 pounds. A minimum of eight wall anchors shall be used to secure the plywood to the building wall.

## **Attachment G**

### **SITE REQUIREMENTS (continued)**

#### **2.3. Structural Requirements and Guidelines**

2.3.1 The site floor condition should be checked before installing 9-1-1 equipment. Questionable floor construction may require moving equipment to another location or reconfiguring the equipment package.

2.3.2 The size of the 9-1-1 equipment location should be at least 40 square feet. (Recommended: 5 ft. by 8 ft.)

#### **2.4. Environmental Requirements and Guidelines**

2.4.1 The ambient temperature and relative humidity in the 9-1-1 equipment area should be maintained in a range of 55 to 70 degrees Fahrenheit with relative humidity in the range of 20 to 35 percent.

2.4.2 9-1-1 equipment needs an air-conditioned space, with adequate airflow and no condensation.

2.4.3 9-1-1 equipment shall not be installed in rooms in which a major heat source (i.e., boiler room, furnace room) can affect the ambient room temperature significantly.

2.4.4 9-1-1 equipment should not be installed in a flood-prone space or area with high risk of water damage.

2.4.5 To avoid contamination by any process or condition involving silicone based lubricants, inks, dust, solvents or other airborne contaminants, the 9-1-1 equipment shall not be located in the same room with copying machines, printing presses and card punch machines, asbestos materials and/or wet cell batteries.

#### **2.5. Electromagnetic Interference**

2.5.1 The 9-1-1 equipment shall be located in an area that meets the following objectives:

2.5.2 Interference from electromagnetic fields less than 2 volts per meter.

2.5.3 No interference from licensed radio communication equipment, such as in FCC Rule 15 equipment.

2.5.4 No interference from electromagnetic noise, such as might be generated by electric motors with commutators.

## **Attachment G Site Requirements (continued)**

### **2.6 Acoustics**

2.6.1 The sound levels in the 9-1-1 equipment area shall comply with OSHA requirements.

2.6.2 The sound level in the call-taker location should not exceed 55 dBa, as measured on a sound level meter.

### **2.7. Lighting**

2.7.1 A light intensity 30 to 100 foot-candles shall be provided around the 9-1-1 equipment cabinet for maintenance activities.

### **2.8. Fire Protection**

2.8.1 The PSAP shall provide chemical fire protection equipment at the 9-1-1 equipment location. Water or fire extinguishers not rated for use on electrical fires shall not be used.

2.8.2 Waterless fire suppression is recommended but if an overhead sprinkler system exists in the equipment area, 9-1-1 equipment should be protected from water damage.

### **2.9. Grounding & Bonding information, Recommendations & Requirements**

2.9.1 Isolated ground type AC receptacles are not recommended for any equipment unless required by the equipment manufacturer.

2.9.2 If the PSAP site is equipped with radio equipment and one or more radio antennas, it is strongly recommended that the site, including the building, the equipment within the building, each antenna and/or antenna support structure and other external and internal objects are equipped with a grounding system that, at minimum, conforms with the applicable requirements for radio sites in BSP 802-001-180MP.

2.9.3 All AC receptacles serving 9-1-1 equipment shall be grounded type receptacles.

2.9.4 AC equipment grounding (ACEG) conductors serving receptacles for 9-1-1 equipment shall meet all applicable requirements in Article 250 of the NEC and all other applicable codes. The ACEG conductor serving the 9-1-1 circuit breaker box shall be electrically continuous from the source of the AC system.

2.9.5 Where new feeders, distribution panels, branch circuits, etc., are installed to serve 9-1-1 equipment, it is strongly recommended that a separate ACEG conductor be installed in every added conduit and/or other raceway.

## **Attachment G Site Requirements (continued)**

2.9.6 The 9-1-1 equipment area may be equipped with a bus bar and/or a system of grounding conductors connected to the site's earth electrode system.

2.9.7 When required by the 9-1-1 equipment manufacturer or when 9-1-1 equipment contains a DC power source, a point of connection to the PSAP site's earth electrode system shall be furnished by the PSAP in the area where the 9-1-1 equipment is located. The preferred means of providing this point of connection is a small bus bar (Square D PK7GTA or equivalent). When a point of connection is required, a minimum #6 AWG bond shall be made from this point, in order of preference, to one or more of the following:

- a. Dedicated grounding conductor extended from the site's earth electrode system
- b. Building structural steel, provided it is bonded to the site's earth electrode system
- c. Continuous metallic water pipe, provided it is accessible along its entire length to the point where it is bonded to the site's earth electrode system
- d. Metallic conduit, raceway or panel containing service conductors
- e. Metallic shield of a copper or fiber cable that has been bonded to the site's earth electrode system at the cable entrance
- f. If it furnishes a continuous metallic path to the site's earth electrode system, a metallic conduit, raceway or panel containing feeder conductors
- g. If it furnishes a continuous metallic path to the site's earth electrode system, a metallic conduit, raceway or panel containing branch circuit conductors

NOTE 1: The locations in f) and g) should only be used when no other location is available.

NOTE 2: Any conduit bonding hardware (bushings, clamps, etc.) must be listed for the purpose.

### **2.10 AC Power Requirements and Guidelines**

2.10.1 AC surge protection should be provided at all electrical outlets providing power to PSAP owned equipment, such as displays and printers that interface with 9-1-1 equipment.

2.10.2 All PSAP provided AC power circuitry shall comply with the NEC and local codes.

2.10.3 Electrical load center requirements:

- a. The main 9-1-1 circuit breaker box shall be wired from the commercial AC load center or UPS with an appropriately sized circuit.
- b. The feeder breaker shall be designated "9-1-1 Panel"

## **Attachment G Site Requirements (continued)**

2.10.4 The circuit breaker box shall be surface mounted to the wall in the 9-1-1 equipment location. The circuit breaker box shall be dedicated and used exclusively for 9-1-1 equipment.

2.10.5 The dedicated 9-1-1 AC power service cabinets shall be designated with name, number, voltage and type of service. e.g., "PWR DISTG SERVICE CAB 001 208V AC 60 HZ 3PH 4W. 9-1-1 Circuits Only."

2.10.6 The conduit serving the 9-1-1 circuit breaker box shall have a permanent tag attached that identifies the physical location of the serving load center. Example: From Panel A in Room 104.

2.10.7 The serving load center" for the 9-1-1 circuit breaker box shall be connected to the local emergency generator bus, to provide electrical service in the event of a commercial power failure.

2.10.8 To prevent 9-1-1 equipment failure caused by the loss of commercial power source, an Uninterruptable Power Supply (UPS) is strongly recommended. The UPS should provide a minimum of 15 minutes of emergency power for full functionality of the following listed elements of the 9-1-1 system:

- a. Operator positions (both telephone sets and displays)
- b. ANI and ALI controllers
- c. ALI link modems and Network interfaces
- d. Telephone common equipment
- e. TDD/TTY devices
- f. The UPS shall be equipped with a manual by-pass switch to allow maintenance

2.10.9 Each receptacle serving 9-1-1 equipment shall be dedicated to 9-1-1 equipment and shall be on a separate circuit breaker.

2.10.10 Electrical outlets shall be wired from the 9-1-1 circuit breaker box with conductors sized per NEC or local prevailing codes. Label the dedicated 9-1-1 circuit breaker with the location of the circuit being served.

2.10.11 Extension power cords shall not be used in permanent installation for power to 9-1-1 equipment.

2.10.12 When power strips are used, the total load shall not exceed the capacity of the over-current protection device for the circuit.

## **Attachment G**

### **Site Requirements (continued)**

2.10.13 Each answering position shall have as a minimum a duplex outlet for the display and telephone set. However, different applications may require additional outlets.

2.10.14 The AC service provided for the 9-1-1 recording devices (tape drives/printers, etc.) may be served by a different AC load center than was provided for the 9-1-1 equipment location. However, these circuits also should be transferable to the emergency bus.

#### **2.11. Access**

2.11.1 The PSAP needs to arrange for suitable access for movement of equipment into and out of the building during installation or maintenance.

2.11.2 The PSAP should maintain a suitable route, per local ordinances, for installing cable:

- a. From the 9-1-1 equipment location to the room in which the attendants are located.
- b. From the cable entry of the building to the 9-1-1 equipment area/room.

2.11.3 The 9-1-1 equipment location should be secure from access by unauthorized personnel.

2.11.4 Access by the LRGVDC installation and maintenance personnel must be provided on a 24 hour basis to ensure proper operation of equipment and compliance with State oversight requirements.

**Attachment H**  
**PSAP Equipment Inventory (provided by RPC)**

HIDALGO COUNTY SO								
TAG # (BLUE)	TAG # (WHITE)	SERIAL OR PART #	NEW SERIAL	DESCRIPTION	NEW DESCRIPTION	PRICE		
	MC4167		CNDF217283	HP PRINTER		\$ 400.00		
	MC4168	BH08T0009		UPS		\$ 8,221.79		
	MC3959	SG811901052			POS 1 MONITOR	\$ 877.91		
	MC3362	2UA12708NR			POS 1 COMPUTER	\$ 2,084.88		
	MC3951	SG8112000802			POS 6 MONITOR	\$ 877.91		
	MC3367	2UA12708KG			POS 6 COMPUTER	\$ 2,084.88		
	MC3365	SG8111901046			POS 4 MONITOR	\$ 877.91		
	MC3957	2UA12708L3			POS 4 COMPUTER	\$ 2,084.88		
		SG111901659			POS 5 MONITOR	\$ 877.91		
	MC3366	2UA12708L6			POS 5 COMPUTER	\$ 2,084.88		
	MC3960	SG112001618			POS 3 MONITOR	\$ 877.91		
	MC3363	2UA12307N5			POS 3 COMPUTER	\$ 2,084.88		
	MC3958	SMM120100478			POS 2 MONITOR	\$ 877.91		
	MC3364	2UA12708KR			POS 2 COMPUTER	\$ 2,084.88		
	MC4169		GCM3311HH3	MONITOR		\$ 877.91		
	MC3368	USE121N3NX		AUX HIDALGO		\$ 2,557.50		
	MC3371		GUSE127N24M	911 DB HIDALGO SO		\$ 2,475.66		
	MC2501	31093201349		TTY		\$ 379.00		
	MC2500	31093201350		RV042G		\$ 141.00		
	MC4170		NKS17070872	RV042G		\$ 141.00		
	MC4494		NKS17361703	4-POST RACK		\$ 947.00		
	MC4171			PROCURVE		\$ 589.00		
5425		CN727SEZXA		PROCURVE		\$ 589.00		
4834		CN727SE2KA		PROCURVE		\$ 589.00		
	MC4835			MIS HIDALGO SO		\$ 6,072.50		
	MC3371		GUSE127N24M	SENTRY HC50		\$ 2,475.66		
	MC4495		USE121N3MS	MAP FLEX 1		\$ 2,475.66		
			USE4408KHV	POTS2-SRV		\$ 4,562.00		
			USE049NDHA	POTS2-SRVB		\$ 4,562.00		
			USE049NDHA	VOIP2-SVU1		\$ 3,312.50		
			USE034N29D	VOIP2-SVU2		\$ 3,312.50		
			USE034N2P2	KVM 8-PORT		\$ 2,500.00		
			GPYG102	ECATS SERVER		\$ -		

**Attachment I**  
**PSAP Insurance (provided by local government)**



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
7/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599		<b>CONTACT NAME:</b> Jesusa Villarreal <b>PHONE (A/C, No, Ext):</b> (956) 968-5521 <b>FAX (A/C, No):</b> (956) 969-9198 <b>E-MAIL ADDRESS:</b> jessie@montalvoinsurance.com <b>PRODUCER CUSTOMER ID:</b> 00001093																						
<b>INSURED</b> Hidalgo County PO Box 1356 Edinburg TX 78540		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Federal Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Federal Insurance Company		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

**COVERAGES**                      **CERTIFICATE NUMBER:** CP1572400417                      **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input type="checkbox"/>	PROPERTY	35834670	1/1/2015	1/1/2016	BUILDING	\$	
	<input type="checkbox"/>	CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	\$
	<input type="checkbox"/>	BASIC				BUILDING	BUSINESS INCOME	\$
	<input type="checkbox"/>	BROAD				CONTENTS	EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/>	SPECIAL					RENTAL VALUE	\$
	<input type="checkbox"/>	EARTHQUAKE					BLANKET BUILDING	\$
	<input type="checkbox"/>	WIND					BLANKET PERS PROP	\$
	<input type="checkbox"/>	FLOOD					BLANKET BLDG & PP	\$
					<input checked="" type="checkbox"/>	EMERGENCY EQUIP	\$ 1,742,483	
	<input type="checkbox"/>	INLAND MARINE	TYPE OF POLICY				\$	
	<input type="checkbox"/>	CAUSES OF LOSS	POLICY NUMBER				\$	
	<input type="checkbox"/>	NAMED PERILS					\$	
	<input type="checkbox"/>	CRIME					\$	
	<input type="checkbox"/>	TYPE OF POLICY					\$	
	<input type="checkbox"/>	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$	
							\$	
							\$	

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Emergency Management Equipment per schedule in file.

### CERTIFICATE HOLDER

### CANCELLATION

Lower Rio Grande Valley Development Council  
301 W Railroad  
Weslaco, TX 78541

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE