

**INTERLOCAL AGREEMENT 2022-24 BETWEEN
THE RIO GRANDE VALLEY 9-1-1 AND
THE HIDALGO COUNTY SHERIFFS OFFICE
FOR 9-1-1 SERVICE**

SECTION 1: PARTIES AND PURPOSE

- 1.1 The Rio Grande Valley Communication District (known as "RGV 9-1-1") is a regional emergency communications authority and a political subdivision of the State of Texas organized under the Texas Health and Safety Code, Chapter 772, Subchapter H, through the passage of resolutions by County Commissioners Courts and City Councils within the District's service area encompassing Hidalgo and Willacy Counties.
- 1.2 *The Hidalgo County Sheriffs Office (hereinafter "Public Agency")* is a local government that operates a Public Safety Answering Point ("PSAP") that participates in the RGV 9-1-1.
- 1.3 This Interlocal Agreement is entered into between the Rio Grande Valley Communication District and Public Agency under Texas Government Code Chapter 791 so that the Rio Grande Valley Communication District can operate and maintain the system utilized for the provision of 9-1-1 emergency communication services. For purposes of carrying out the Rio Grande Valley Communication District duties and obligations under this agreement, the parties understand and agree that references to the Rio Grande Valley 9-1-1 include its employees, telecommunicators, directors, officers, agents, and their representatives individually, officially, and collectively.

SECTION 2: RIGHTS AND DUTIES OF THE PUBLIC AGENCY

The Public Agency that operates Public Safety Answering Points (PSAP) agree:

2.1 FINANCIAL/INSURANCE

- 2.1.1 Reimburse the Rio Grande Valley Communication District for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by Public Agency employees or other persons granted access to the PSAP. This provision does not include ordinary wear and tear of day-to-day use of the equipment.
- 2.1.2 The Rio Grande Valley 9-1-1 may seek reimbursement of 9-1-1 funds if 9-1-1 funding were used in noncompliance with Applicable Law.
- 2.1.3 Such reimbursement of 9-1-1 Funds to the Rio Grande Valley Communication District, as applicable, shall be made by the Public Agency within 60 days after demand by the Rio Grande Valley Communication District unless an alternative repayment plan is approved by the Rio Grande Valley Communication District.

2.2 EQUIPMENT AND INVENTORY

- 2.2.1 The Rio Grande Valley Communication District shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law and shall provide a copy to the Public Agency for insurance purposes (refer to Attachment A).

- 2.2.2 All 9-1-1 equipment shall be tagged with identification labels.
- 2.2.3 Report any lost, stolen, or nonfunctioning equipment in writing to the Rio Grande Valley 9-1-1 immediately upon discovery.
- 2.2.4 Notify the Rio Grande Valley 9-1-1 in writing 30 days in advance of disposition of equipment due to obsolescence, failure, or other planned replacement.

2.3 SECURITY

- 2.3.1 Protect all the Rio Grande Valley 9-1-1 provided equipment by implementing measures that secure the premises (including equipment/back room) of its PSAP against unauthorized entrance or use.
- 2.3.2 Operate within local standard operating procedures and take appropriate security measures as may be necessary to ensure that non-approved third-party software applications cannot be integrated into the PSAPs Call Handling Equipment or workstations.
- 2.3.3 Refrain from attaching or integrating any hardware device (i.e., external storage devices) or software application without the prior written approval of the Rio Grande Valley 9-1-1. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by the Rio Grande Valley 9- 1-1.
- 2.3.4 Adhere to Health and Safety Code, Section 772.002(C), Confidentiality of Information.
- 2.3.5 The Rio Grande Valley ensures section 5.2 CJIS Security Awareness Training requirements in the CJIS Security Policy are met. The Rio Grande Valley 9-1-1 Administrators shall document, maintain, and keep current a Level Four Security. These personnel have unescorted access to a physically secure location. <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
- 2.3.6 Allow 24-hours access to the 9-1-1 equipment for audits, repairs, and maintenance services, as required or needed by the Rio Grande Valley 9-1-1 Administrators.
- 2.3.7 The Public Agency shall provide (2) two access cards OR (1) one physical key to maintaining the 24-hour access compliance. Failure to do so may result in ineligibility by the Rio Grande Valley 9-1-1.

2.4 MAINTENANCE

- 2.4.1 Ensure areas, where the Rio Grande Valley 9-1-1 equipment is installed are clean, clear of clutter, and allows for unobstructed access by the Rio Grande Valley 9-1-1 Administrators.
- 2.4.2 Whenever possible, provide at least a two-week notice in writing to the Rio Grande Valley 9-1-1 PSAP regarding any maintenance that could adversely affect 9-1-1 operations.
- 2.4.3 Provide at least a 48-hour notice in writing to the Rio Grande Valley 9-1-1 before work commencing on any scheduled maintenance on commercial power backup generators.
- 2.4.4 Notify the Rio Grande Valley 9-1-1 of technical issues immediately upon discovery. The Public Agency will utilize one of the following methods:
 - a. Via telephone by calling (956) 682-3481 and/or email to helpdesk@lrgvdc911.org
 - b. Calling WSC (800) 414-2738 and/or email 9-1-1@wscicom.com

- 2.4.5 The Rio Grande Valley 9-1-1 test generators automatically every month and conduct a load test at least once a year, to ensure that all the Rio Grande Valley 9-1-1 equipment remains functional.

2.5 TRAINING

- 2.5.1 Provide telecommunicators access to emergency communications equipment training as approved by the Rio Grande Valley training staff, or as determined by the Public Agency.
- 2.5.2 Notify the Rio Grande Valley 9-1-1 in writing or email of any new 9-1-1 telecommunicator by listing their full name, date of hire, and PID#.
- 2.5.3 New telecommunicators shall schedule a Power 9-1-1 training within 120 days of their hire date. If a PSAP chooses to train its personnel, a copy of the agency's approved Learning Objectives and Lesson Plan must be provided to the Rio Grande Valley 9-1-1.
- 2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCOLE.
- 2.5.5 Ensure that all telecommunicators abide by the TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements.
- 2.5.6 Schedule telecommunicators to receive 9-1-1 equipment training within 120 days of his/her hire date.
- 2.5.7 Ensure that 9-1-1 PSAP Supervisors/Managers (or designee) attend the Board of Managers Meetings. The Rio Grande Valley 9-1-1 offers at least four quarterly meetings per year and a minimum attendance of three meetings per year are required for each PSAP.
- 2.5.8 Ensure PSAP Telecommunicators, Training Coordinators, Supervisors/Managers, and other essential personnel identified by the Supervisor/Manager attend mandatory training associated with the implementation of new technology. This training is generally scheduled for specific dates and times.
- 2.5.9 Ensure that all telecommunicators attend a 9-1-1 equipment and technology training refresher course every two years.

2.6 FACILITIES

- 2.6.1 Meet prescribed equipment room requirements (Attachment A). Any expenses associated with this requirement are the responsibility of the Public Agency.
- 2.6.2 Public Agency shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the Public Agency.
- 2.6.3 Ensure areas with 9-1-1 equipment maintain a temperature between 65-85 degrees Fahrenheit.
- 2.6.4 Ensure the 9-1-1 equipment room and communications area comply with the Americans with Disabilities Act of 1990.
- 2.6.5 Provide access to the Rio Grande Valley 9-1-1 staff and contracted vendors that meet CJIS requirements on a 24/7/365 basis without prior notice.

2.7 MONITORING/REPORTING

- 2.7.1 The Rio Grande Valley reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and the performance of the deliverables specified in this Agreement.
- 2.7.2 Maintain financial, statistical, and ANI/ALI records adequate to document performance, costs, and receipts under this Agreement following applicable records retention schedules. Public Agency agrees to maintain these records at Public Agency's offices and provide or make available for inspection upon request by the Rio Grande Valley 9-1-1.
- 2.7.3 Cooperate fully with all reasonable monitoring requests from the Rio Grande Valley 9-1-1 to assess and evaluate Public Agency's performance under this Agreement.

2.8 MEDIA RELATION

- 2.8.1 Make every effort to communicate complete and accurate information in social media posts and/or interaction with the media, specifically as it relates to the Rio Grande Valley 9-1-1. Public Agencies must first coordinate with the Rio Grande Valley 9-1-1 before making comments on social media and/or speaking to the media regarding 9-1-1 technology and service or issues with the 9-1-1 service providers.

2.9 OPERATIONS

- 2.9.1 The Public Agency must sign and submit the contingent PSAP agreement, any changes to contingent PSAPs must be approved by the Rio Grande Valley 9-1-1.
- 2.9.2 Provide a minimum of 90 days prior notice of any facility moves, adds, or changes that affect the 9-1-1 system at helpdesk@lrgvdc911.org. Failure to do so may result in ineligibility by the Rio Grande Valley 9-1-1.
- 2.9.3 At a minimum, provide dedicated 9-1-1 License Telecommunicator(s) (TCs) to answer 9-1-1 calls 24/7/365, however, the required minimum number of TCs is based on the following:
- PSAP with one to three 9-1-1 workstations, at a minimum, must provide one TC.
 - PSAP with four to seven 9-1-1 workstations, at a minimum, must provide three TCs.
- 2.9.4 The Rio Grande Valley 9-1-1 recommends logging all TDD/TTY calls and test calls.
- 2.9.5 Notify the Rio Grande Valley 9-1-1 in writing at least 30 days prior to changing emergency services providers including medical, law enforcement, and fire.
- 2.9.6 Report discrepancies to the Rio Grande Valley 9-1-1 utilizing the tools in the dispatch mapping solution within 72 hours.
- 2.9.7 Ensure that all telecommunicators log into the 9-1-1 software at the beginning of his/her shift and logs out at the end of his/her shift.

- 2.9.8 In accordance with Texas Health and Safety Code 772.619 (c), the 9-1-1 database information is not available for public inspection and cannot be released to the public. If a Public Information request specifies 9-1-1 database information, the Rio Grande Valley 9-1-1 must be notified within three (3) business days of the Public Agency receiving the request.
- 2.9.9 Be responsible for all furniture, administrative telephones, copier machines, and administrative desktop computers provided by the Rio Grande Valley 9-1-1 located within Public Agency's operating area.
- 2.9.10 RGV 9-1-1 call recordings is a supplemental service that is provided to the public agency. The RGV 9-1-1 maintains a 90-day retention period for 9-1-1 call recordings.
- 2.9.11 9-1-1 calls are deemed a matter of public record, and The Public Information Act makes these records available to the public. Requests for copies of such calls should be directed to the agency that took the call and manages those records.
- 2.9.12 It is the responsibility of the Public Agency to maintain their present emergency dispatch services. The RGV 9-1-1 encourages the public agency to enhance its public safety call taking capabilities by encompassing all emergency services (Police, Fire, and Emergency Medical Services).

SECTION 3: RIGHTS AND DUTIES OF THE RIO GRANDE VALLEY 9-1-1

3.1 FINANCIAL

- 3.1.1 Develop a budget and strategic plan to meet Public Agency needs for the establishment and operation of 9-1-1 services throughout the Rio Grande Valley 9-1-1 region, according to standards established and approved by the Board of Managers.
- 3.1.2 Provide 9-1-1 service to include 9-1-1 equipment, software, services, and other items described in the current the Rio Grande Valley 9-1-1 Strategic Plan, throughout the region as funded by emergency service fees.

3.2 EQUIPMENT AND INVENTORY

- 3.2.1 Allow Public Agency the opportunity to participate in the planning, implementation, and operation of 9-1-1 equipment.
- 3.2.2 Conduct a physical inventory of critical hardware annually and reconcile inventory periodically.

3.3 TRAINING

- 3.3.1 Offer Call Handling Equipment (CHE) training to all new telecommunicators and refresher training every two years.
- 3.3.2 Offer to license training through the Regional Telecommunicator Academy that meets or exceeds Texas Commission on Law Enforcement (TCOLE) rules and regulations.

- 3.3.3 Offer continuing education training for Intermediate, Advanced, and Master Telecommunicator Certifications as budget allows.

3.4 MAINTENANCE

- 3.4.1 Practice preventative maintenance on all the Rio Grande Valley 9-1-1 owned or leased Call Handling Equipment (CHE), software, and databases including, at a minimum, backing up data, as necessary. The Rio Grande Valley 9-1-1 shall be responsible for any maintenance costs on the Rio Grande Valley 9-1-1 owned or leased equipment.

3.5 OPERATIONS

- 3.5.1 Inspect contingent PSAP agreements periodically.
- 3.5.2 Implement upgrades of PSAP equipment and software, as authorized in the current annual budget, through the Rio Grande Valley 9-1-1 processes for the purchase of new equipment and software.

3.6 CRISIS COMMUNICATIONS

- 3.6.1 The Rio Grande Valley Communication District will make every effort to communicate complete and accurate information to the Public Agency in a timely manner about 9-1-1 technology and services during 9-1-1 service interruptions.

SECTION 4: EFFECTIVE DATE AND TERM OF AGREEMENT

- 4.1.1 This Agreement shall take effect September 1, 2021, and shall continue until August 31, 2023, unless earlier terminated under 8.1 Early Termination of Agreement.

SECTION 5: OWNERSHIP, TRANSFERENCE, AND DISPOSITION EQUIPMENT

- 5.1.1 The Rio Grande Valley Communication District may purchase, lease, or otherwise procure, on Public Agency's behalf, the 9-1-1 equipment, software, services, and other items as described in The Rio Grande Valley Communication District 9-1-1 Strategic Plan.
- 5.1.2 The Rio Grande Valley Communication District shall establish ownership of all 9-1-1 equipment procured with 9-1-1 funds as defined herein and located within the Public Agency's jurisdiction. The Rio Grande Valley Communication District may maintain ownership, or it may transfer ownership to Public Agency. Before any such transfer of ownership, The Rio Grande Valley Communication District will evaluate the adequacy of controls of Public Agency to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the equipment may or may not be procured by The Rio Grande Valley Communication District on behalf of the Public Agency, according to The Rio Grande Valley Communication District Strategic Plan.

- 5.1.3 The basic 9-1-1 equipment categories are:
- Call Handling Equipment (CHE) – telephone equipment located at the PSAP which may include telephones, integrated workstations, servers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery to the PSAP.
 - Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
 - Uninterruptable Power Supply (UPS)
- 5.1.4 Transfer-of-ownership documents shall be prepared by the Rio Grande Valley Communication District 9-1-1 and signed by both parties upon the transference of ownership of any 9-1-1 provided equipment. The Rio Grande Valley Communication District 9-1-1 shall maintain ownership of 9-1-1 call handling equipment.

SECTION 6: RELATIONSHIP BETWEEN THE PARTIES, ASSIGNMENT, AND SUBCONTRACTING

- 6.1.1 It is understood and agreed that the relationship described in this Agreement between the Parties is contractual and is not to be construed to create a partnership or joint venture or agency relationship between the parties.
- 6.1.2 This Agreement may not be assigned by either Party without the prior written consent of the other Party. Any attempted assignment in violation of this agreement is void.
- 6.1.3 Public Agency may not subcontract its duties under this Agreement without the prior written consent of the Rio Grande Valley Communication District. Any subcontract shall be subject to all terms and conditions contained in this Agreement and Public Agency agrees to furnish a copy of this Agreement to its subcontractor(s).

SECTION 7: RECORDS AND MONITORING

- 7.1.1 The Rio Grande Valley Communication District is entitled to inspect and copy, on a 24/7/365 basis, at Public Agency's office, the records maintained under this Agreement for as long as they are maintained.
- 7.1.2 The Rio Grande Valley Communication District is entitled to visit Public Agency's offices, talk to its personnel, and audit its applicable 9-1-1 records during normal business hours to assist in evaluating its performance under the Agreement.

SECTION 8: EARLY TERMINATION OF AGREEMENT

- 8.1.1 The Rio Grande Valley Communication District reserves the right to terminate this Agreement in whole or in part upon default by Public Agency. Notice of termination shall be provided to Public Agency in writing, shall set forth the reason(s) for termination, and provide for a minimum of thirty (30) days to cure the defect(s). Termination is effective only in the event Public Agency fails to cure the defect(s) within the period stated in the notice subject to any written extensions. If the Agreement is terminated, Public Agency shall cooperate with the Rio Grande Valley Communication District to ensure an orderly transition of services. Further, all equipment shall be returned to the Rio Grande Valley Communication District in working condition and the Rio Grande Valley Communication District shall only be liable for payment for services rendered before the effective date of termination. Either Party may terminate this Agreement for convenience upon 180 days written notice to the other Party. Certain reporting requirements in the Agreement shall survive termination.

SECTION 9: NOTICE TO PARTIES

- 9.1.1 Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is considered received by a party when it is:
- Delivered to the party personally;
 - On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address as specified in paragraph 9.2.1 and signed on behalf of the party; or
 - Three business days after its deposit in the United States Mail, with first-class postage affixed addressed to the party's address specified in paragraph 9.2.1.

- 9.1.2 Notices shall be sent to the following address for each party:

If to RGV 9-1-1 District: Attn: Manuel Cruz
1912 Joe Stephens Ave. Ste. A
Weslaco, Texas 78599

If to Public Agency: Attn: J.E. "Eddie" Guerra
710 East Cibolo Road, Edinburg
Edinburg, Texas 78539

SECTION 10: GENERAL PROVISIONS

- 10.1.1 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Hidalgo County, Texas.
- 10.1.2 **Liability.** The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence, and deeds, and those of its agents, contractors, officers, and employees in conjunction with each Party's performance under this Agreement.
- 10.1.3 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages, or expenses were reasonably foreseeable.
- 10.1.4 **Procurement.** Both parties agree to comply with all applicable federal, State, and local laws, rules and regulations for purchases under this Agreement. Failure to do so may result in ineligibility and denial of reimbursement by the Rio Grande Valley Communication District.

10.1.5 Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay. The period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within a reasonable time of the existence of such force majeure.

10.1.6 Entire Agreement. This Agreement and any attachments/addendums, as provided herein, constitute the entire agreement of the parties, and supersedes all other agreements, discussions, representations, or understandings between the parties with respect to the subject matter hereof.

10.1.7 Amendments. This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. In the event of such occurrence, written notice of alterations, additions, or deletions to the terms of this Agreement will be provided to Public Agency.

10.1.8 Nondiscrimination and Equal Opportunity. Public Agency 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.

10.1.9 Dispute Resolution. The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation or any other local dispute mediation process before resorting to litigation.

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



HIDALGO COUNTY SHERIFFS OFFICE	THE RIO GRANDE VALLEY EMERGENCY COMMUNICATION DISTRICT
---	---

By: HIDALGO CO. SHERIFFS OFFICE

By: RGV 9-1-1

Name: J.E. "EDDIE" GUERRA

Name: MANUEL CRUZ

Title: COUNTY SHERIFF

Title: EXECUTIVE DIRECTOR

Signature:

Signature:

Date:

Date:

***Date of governing body approval:* WEDNESDAY, OCTOBER 20, 2021**

Attachments:

Attachment A: Equipment Room and Electrical



Attachment A - Equipment Room and Electrical Requirements

Equipment Room:

- There must be enough space to remove equipment from the equipment room in the event of an upgrade or replacement of faulty equipment i.e., removal of the Uninterruptible Power Supply (UPS) battery system, or large rack-mounted servers.
- Do not attach any equipment that is not provided by the Rio Grande Valley 9-1-1 into the rack being utilized for 9-1-1 call delivery. Equipment racks must remain segregated to allow the Rio Grande Valley 9-1-1 the ability to add/remove/change any of their equipment when necessary.
- Do not stack anything on or around the Rio Grande Valley 9-1-1 equipment rack or UPS, UPS bypass switch, or electrical distribution panel.
- There must be elevator access to the equipment room, or 911 demarcation closets located upstairs.

Fire Protection:

- Dry pipe high-temperature type systems are recommended if sprinkler heads are to be in the 9-1-1 equipment room.
- If possible, non-combustible material must be used for the room construction.

Security Precautions:

- Public Agency may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push-button access codes or card readers are not recommended unless you provide a battery backup system.

Temperature and Humidity Control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 65 to 85 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the 9-1-1 equipment.
- For estimates on the BTU output of the equipment, please consult with onsite installation personnel.

Static Electricity:

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor must not be carpeted unless the carpet is static-free and grounded.
- The room floor must be sealed, (preferably tiled), but not waxed.

Lighting:

- Lighting must not be powered from the switch room service panel.
- Lighting must provide 50-75-foot candles measured 30" above the equipment room floor.

Grounding:

- A single point, the isolated ground is required unless superseded by local code. The source must be the XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous with no splices or junctions.
- Conductors must be no load, non-current carrying.

Electrical:

- The voltage required is 208/120 V three-phase: four-wire "wye" service or 240/120 single phase 4 wire "delta" service.
- A dedicated transformer is preferred; however, a shared transformer or distribution is acceptable.
- IGL6-15, 20, or 30 receptacles are required, and the ground must terminate on the IG buss.
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.
- The Rio Grande Valley 9-1-1 equipment must be plugged into independent circuits, and segregated from other non-911 equipment, such as floor heaters, radio equipment, etc. This will ensure that a failure of non-911 equipment will not adversely affect the performance of 9-1-1 call handling equipment.