

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

Article 1: Parties & Purpose

- 1.1 The Alamo Area Council of Governments (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Texas Local Government Code, Chapter 391. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 18 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.
- 1.2 City of Boerne (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 and 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 law includes but is not limited to federal law and regulations pertaining to the provisioning of 9-1-1 service; 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 Chapters 783 (Uniform Grant and Contract Management), including the Texas Grant Management Standards (TxGMS) promulgated thereunder, 791 (Interlocal Cooperation Act), 2054 (Information Resources), and 2260 (Resolution of Certain Contract Claims Against the State); and Texas Local Government Code Chapters 391 (Regional Planning Commissions) and 441, Subchapter J (Preservation and Management of Local Government Records).
- 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 City of Boerne PSAP(s) located at, Boerne Police Department, 124 Old San Antonio road, Boerne, TX 78006;

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, regarding 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 TxGMS and the Texas 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 Local Government 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 by the Local Government 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.

3.4.2 Any suspicious or unusual activity, which may indicate an attempt to breach the integrity of 9-1-1 equipment or systems, shall be reported immediately by Local Government to RPC staff. Any actual, attempted, or suspected misuse of 9 1-1 equipment shall be reported immediately by Local Government to RPC staff.

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 Cybersecurity Training

3.6.1 Local Government Computer System: RPC and Local Government represents and warrants its compliance with Texas Government Code Section 2054.5191 relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. The Local Government shall verify and report on the completion of a cybersecurity training program certified under Texas Government Code 2054.519 by employees of the Local Government, and require periodic audits to ensure compliance with this section.

3.6.2 State Computer System or Database: If RPC or the Local Government personnel have access to any state computer system or database, including a Commission computer system or database, such personnel must annually complete cybersecurity training certified under Texas Government Code Section 2054.519 and verify completion of the training program to the Commission pursuant to and in accordance with Texas Government Code Section 2054.5192.

3.7 Operations

The Local Government shall:

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

- 3.7.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;
- 3.7.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;
- 3.7.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;
- 3.7.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;
- 3.7.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;
- 3.7.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;
- 3.7.8 Log all trouble reports and make copies available to the RPC as required by the RPC;
- 3.7.9 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 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.
- 5.3 The RPC and Local Government shall require any company that submits a bid or proposal with respect to a contract for goods or services to certify that the company, and, if applicable, any of its holding companies or subsidiaries, is not:
 - a. Listed in Section 889 of the 2019 National Defense Authorization Act

- (NDAA); or
- b. Listed in Section 1260H of the 2021 NDAA; or
- c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
- d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

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:

Alamo Area Council of Governments
2700 NE Loop 410, Suite 101
San Antonio, TX 78217

The Local Government's address is:

City of Boerne
447 N Main Street
Boerne, TX 78006

- 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, 2025 and shall remain in full force and effect unless terminated by either party by providing at least sixty (60) days written notice to the other party as provided in Article 12 of this agreement.

- 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 Public Information Act, Texas 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 related to this Agreement and all data and other information generated or otherwise obtained in its performance.

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 Texas Government Code, Chapter 2161 regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

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

Alamo Area Council of Governments

By: _____

Printed Name: Clifford C. Herberg

Title: Executive Director

Date: _____

City of Boerne

By: _____

Printed Name: Ben Thatcher

Title: City Manager

Date: _____

Attachment A Ownership Agreement

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

The RPC hereby establishes all 9-1-1 equipment located at City of Boerne, in Kendall County, to be the property of AACOG, hereinafter referred to as "Owner."

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

Alamo Area Council of Governments

By: _____

Printed Name: Clifford C. Herberg

Title: Executive Director

Date: _____

City of Boerne

By: _____

Printed Name: Ben Thatcher

Title: City Manager

Date: _____

PSAP Name	Inventory Item#	Hardware Type	Description	Manufacturer	Manufacturer Part#	Serial#	Installed	Status	Location
Boerne PD	23258	Monitor	22in LCD Monitor - 911	HP	9VH72AA#ABA	6CM1450LQD	2/27/2024	In Use	On Site
Boerne PD	23260	Monitor	22in LCD Monitor - 911	HP	9VH72AA#ABA	6CM1450LPQ	2/27/2024	In Use	On Site
Boerne PD	23262	Monitor	22in LCD Monitor - 911	HP	9VH72AA#ABA	6CM1450LPN	2/27/2024	In Use	On Site
Boerne PD	23264	Monitor	22in LCD Monitor - 911	HP	9VH72AA#ABA	6CM1450LPL	2/27/2024	In Use	On Site
Boerne PD	23257	Monitor	22in LCD Monitor - Map	HP	9VH72AA#ABA	6CM1450LPK	2/27/2024	In Use	On Site
Boerne PD	23259	Monitor	22in LCD Monitor - Map	HP	9VH72AA#ABA	6CM1450MSM	2/27/2024	In Use	On Site
Boerne PD	23261	Monitor	22in LCD Monitor - Map	HP	9VH72AA#ABA	6CM1450LQ9	2/27/2024	In Use	On Site
Boerne PD	23263	Monitor	22in LCD Monitor - Map	HP	9VH72AA#ABA	6CM1450LQC	2/27/2024	In Use	On Site
Boerne PD	20673	Router - WAN	4G Router - boernepd-r2	Cisco	C8200-1N-4T V02	FJC26382BQA	3/8/2023	In Use	On Site
Boerne PD	19000	Workstation - Analytics Stats PC	Analytics Stats PC	HP	9MZ45UP#ABA	MXL0424216	7/25/2024	In Use	On Site
Boerne PD	20672	Router - WAN	AVPN Router - boernepd-r1	Cisco	C8200-1N-4T V02	FJC26382BU7	3/8/2023	In Use	On Site
Boerne PD	19128	Ethernet Switch	Ethernet Switch (24 Port) - 1A	Cisco	WS-C2960X-24TS-L V05	FJC24461KBK	8/9/2021	In Use	On Site
Boerne PD	19129	Ethernet Switch	Ethernet Switch (24 Port) - 1B	Cisco	WS-C2960X-24TS-L V05	FJC24461KH9	8/9/2021	In Use	On Site
Boerne PD	19131	Gateway - FXO	Gateway - FXO1A (4 Port)	AudioCodes	GGWV00680	D12799751	8/9/2021	In Use	On Site
Boerne PD	19132	Gateway - FXO	Gateway - FXO1B (4 Port)	AudioCodes	GGWV00680	D12705925	8/9/2021	In Use	On Site
Boerne PD	23269	Genovation Keypad	Genovation Keypad - USB	Genovation Inc.		5.96312E+14	2/27/2024	In Use	On Site
Boerne PD	23270	Genovation Keypad	Genovation Keypad - USB	Genovation Inc.		5.96312E+14	2/27/2024	In Use	On Site
Boerne PD	23271	Genovation Keypad	Genovation Keypad - USB	Genovation Inc.		5.96312E+14	2/27/2024	In Use	On Site
Boerne PD	23272	Genovation Keypad	Genovation Keypad - USB	Genovation Inc.		5.96312E+14	2/27/2024	In Use	On Site
Boerne PD	16990	KM - USB	KVM - Freedom II (4 Port USB)	Black Box		1911B0150212	1/14/2025	In Use	On Site
Boerne PD	19580	Network Interface Module	Network Interface Module	Cisco	74-116159-01	FOC24353XX2	8/9/2021	In Use	On Site
Boerne PD	19143	PortServer TS4	Port Server TS4	Digi	50000836-15S	E03325263	8/9/2021	In Use	On Site
Boerne PD	19141	RS-232 Data Sharer	RS-232 Data Sharer (2 Port)	Black Box		5242866-0126	8/9/2021	In Use	On Site
Boerne PD	17638	RS-232 Data Sharer	RS-232 Data Sharer (8 Port) RJ-	Black Box		5245226-0007	11/2/2020	In Use	On Site
Boerne PD	23277	SAM	SAM	Motorola Solutions		32940E	2/27/2024	In Use	On Site
Boerne PD	23278	SAM	SAM	Motorola Solutions		32944E	2/27/2024	In Use	On Site
Boerne PD	23279	SAM	SAM	Motorola Solutions		32953E	2/27/2024	In Use	On Site
Boerne PD	23280	SAM	SAM	Motorola Solutions		32957E	2/27/2024	In Use	On Site
Boerne PD	23273	SAM Ext Speaker Kit	SAM Ext Speaker Kit	Motorola Solutions	4210022G-12-SR03	10237865005	2/27/2024	In Use	On Site
Boerne PD	23274	SAM Ext Speaker Kit	SAM Ext Speaker Kit	Motorola Solutions	4210022G-12-SR03	10237826027	2/27/2024	In Use	On Site
Boerne PD	23275	SAM Ext Speaker Kit	SAM Ext Speaker Kit	Motorola Solutions	4210022G-12-SR03	10237865008	2/27/2024	In Use	On Site
Boerne PD	23276	SAM Ext Speaker Kit	SAM Ext Speaker Kit	Motorola Solutions	4210022G-12-SR03	11238106030	2/27/2024	In Use	On Site
Boerne PD	23281	SAM Jack Box	SAM Jack Box	Motorola Solutions		WSC-23281	2/27/2024	In Use	On Site
Boerne PD	23282	SAM Jack Box	SAM Jack Box	Motorola Solutions		WSC-23282	2/27/2024	In Use	On Site
Boerne PD	23283	SAM Jack Box	SAM Jack Box	Motorola Solutions		WSC-23283	2/27/2024	In Use	On Site
Boerne PD	23284	SAM Jack Box	SAM Jack Box	Motorola Solutions		WSC-23284	2/27/2024	In Use	On Site

Boerne PD	19130	Surge Arrester	Secondary Surge Arrester	Circa		836933	8/9/2021	In Use	On Site
Boerne PD	19637	UPS - 9PXM	UPS - 4-20KVA (9PXM)	Eaton Powerware	9PXM08AAXXX	BF08M17308	6/16/2022	In Use	On Site
Boerne PD	19647	UPS - Internal Battery Pack	UPS - Battery Pack (9PXM)	Eaton Powerware	P-103002954	BQ263Y1309	6/16/2022	In Use	On Site
Boerne PD	19648	UPS - Internal Battery Pack	UPS - Battery Pack (9PXM)	Eaton Powerware	P-103002954	BQ263Y1310	6/16/2022	In Use	On Site
Boerne PD	19649	UPS - Internal Battery Pack	UPS - Battery Pack (9PXM)	Eaton Powerware	P-103002954	BQ263Y1312	6/16/2022	In Use	On Site
Boerne PD	19650	UPS - Internal Battery Pack	UPS - Battery Pack (9PXM)	Eaton Powerware	P-103002954	BQ263Y1318	6/16/2022	In Use	On Site
Boerne PD	19630	UPS - Environmental Monitoring P	UPS - Environmental Monitoring	Eaton Powerware	744-A4026	PB13M04LB0	6/16/2022	In Use	On Site
Boerne PD	19623	UPS - Network-MS Card	UPS - Network Card-M2	Eaton Powerware	744-A3983	P312M16EF0	6/16/2022	In Use	On Site
Boerne PD	19616	UPS - Split Phase Power Module	UPS - Split Phase Power Module	Eaton Powerware	730-06185	R286M12059	6/16/2022	In Use	On Site
Boerne PD	19608	UPS - Automatic Transfer Switch	UPS - Transfer Switch (9PXM)	Eaton Powerware	P-103002142	BQ132J0002	6/16/2022	In Use	On Site
Boerne PD	20684	WAN - Wireless Modem	WAN - Wireless Modem	Sierra Wireless	1104071	N62084002402B239	10/26/2022	In Use	On Site
Boerne PD	22437	Wireless Headset Base	Wireless Headset Base	Plantronics	PL217100-01	2VK2NR	2/27/2024	In Use	On Site
Boerne PD	22438	Wireless Headset Base	Wireless Headset Base	Plantronics	PL217100-01	2VLA AF	2/27/2024	In Use	On Site
Boerne PD	22439	Wireless Headset Base	Wireless Headset Base	Plantronics	PL217100-01	2VK2NJ	2/27/2024	In Use	On Site
Boerne PD	22440	Wireless Headset Base	Wireless Headset Base	Plantronics	PL217100-01	2VLA AC	2/27/2024	In Use	On Site
Boerne PD	23265	Workstation - PC	Workstation PC	HP	6T6X6UP#ABA	MXL3392NNM	2/27/2024	In Use	On Site
Boerne PD	23266	Workstation - PC	Workstation PC	HP	6T6X6UP#ABA	MXL3392LTZ	2/27/2024	In Use	On Site
Boerne PD	23267	Workstation - PC	Workstation PC	HP	6T6X6UP#ABA	MXL3392LVB	2/27/2024	In Use	On Site
Boerne PD	23268	Workstation - PC	Workstation PC	HP	6T6X6UP#ABA	MXL3392NMV	2/27/2024	In Use	On Site

Attachment B

Transfer of Ownership Form

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

Indicate the appropriate classification:

Transfer_____ Disposition_____ Lost_____

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

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

Continued.....

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: _____ Yes _____ No

Proceeds, if any: _____

Approved by: _____

Title: _____
Comptroller

Date: _____

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

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

Date: _____

Attachment C Scope of Work

Section 1.0 - Scope:

As required by the Contract for 9-1-1 Services, RPC 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 RPC 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 RPC 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 RPC 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 or use. RPC 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*. RPC 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 RPC. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by RPC.
- 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 RPC shall practice and require preventive 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 RPC 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 RPC of any power or generator outages that affect the 9-1-1 system and document them in trouble/maintenance logs.
- 2.3.5

Attachment C

Scope of Work (continued)

- 2.3.6 Local Government may call for technical assistance or make trouble reports by calling Western States Communications at 888-414-2738. In addition, the Local Government may use email to request routine maintenance at support@wscicom.com.

2.4 Supplies:

RPC 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 RPC training staff, or as determined by the Local Government.
- 2.5.2 Notify RPC in writing or email of any new 9-1-1 telecommunicator listing their full name, date of hire, and Texas Commission on Law Enforcement (TCOLE) PID#. New telecommunicators shall be scheduled for their 9-1-1 equipment training 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 RPC
- 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 TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.6 Facilities:

- 2.6.1 Local Government shall meet the 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 RPC staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24x7x365 basis.

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 RPC 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 RPC 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 RPC at least 15 days prior to change.
- 2.7.6 PSAP must submit a written request for all Manual ALI query to RPC 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 RPC upon request.
- 2.7.8 Comply with RPC policy and procedures for PSAP moves/changes.
- 2.7.9 Telecommunicators must use re-transmit (re-bid or RTX) features on wireless calls to obtain updated GPS coordinates for the mobile devices.

Attachment C

Scope of Work (continued)

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

Local Government and counties/cities shall:

- 2.8.1 Provide physical addresses requested as per local ordinances and/or subdivision regulations.
- 2.8.2 Verify or correct 9-1-1 ALI database information for accuracy as requested by RPC including No Record Found (NRF) and Telephone Number Change Request (TNCR) forms.
- 2.8.3 Make sure PSAPs provide needed information to complete 9-1-1 ALI discrepancy reports.
- 2.8.4 Meet GIS requirements to ensure accurate 9-1-1 call plotting and routing.
- 2.8.5 Provide available site address points, road centerline and provisioning boundary changes as needed.
- 2.8.6 Provide boundary changes affecting: law, fire, EMS, PSAP and ESN layers.
- 2.8.7 Resolve any discrepancies, including critical errors, as provided by RPC from GeoComm as needed.

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:

Call data which may not be captured by CPE and MIS systems:

Planning for relocation or remodeling which may impact the reliability or delivery of a 911 call.

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 quarter;
3. Certification of TTY/TDD testing once per quarter; and
4. TTY/TDD call logs

Quality Assurance Inspections

RPC personnel will conduct site visits at least 2 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:

[List inspections necessary to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

Attachment E

Commission Documents

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

1. Commission Legislation: https://www.csec.texas.gov/s/statutes?language=en_US
2. Commission Rules: https://www.csec.texas.gov/s/rules?language=en_US
3. Commission Program Policy Statements:
https://www.csec.texas.gov/s/program-policy-statements?language=en_US