

INTERLOCAL AGREEMENT FOR E9-1-1 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, 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 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 assists in implementing the Strategic Plan as approved by the Commission.

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

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

Article 2: Applicable Law

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

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

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the Boerne Police Department PSAP(s) located at, 124 Old San Antonio, 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, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

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

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

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

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by 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

Attachment F Acronyms

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

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>
2. Commission Rules: <https://csec.texas.gov/s/rules/>
3. Commission Program Policy Statements: <https://www.csec.texas.gov/s/program-policy-statements>

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 every six months; and
4. TTY/TDD call logs.

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

Quality Assurance Inspections

RPC personnel will conduct site visits at least four (4) per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment C

Scope of Work (continued)

- 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.

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 generated from GeoComm as needed.

Attachment C

Scope of Work (continued)

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.

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.

Attachment C

Scope of Work (continued)

2.3.5 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 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.

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.

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 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 B Transfer of Ownership Form

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

Indicate the appropriate classification:

Transfer _____ Disposition _____ Lost _____

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

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

Continued.....

10445	AACOG	Boerne PD	SAM Ext Speaker Kit	SAM Ext Speaker Kit	Airbus				8/9/2016	N/A	In Use	On Site	4
10981	AACOG	Boerne PD	SAM Ext Speaker Kit	SAM Ext Speaker Kit	Airbus					N/A	In Use	On Site	1
10986	AACOG	Boerne PD	SAM Ext Speaker Kit	SAM Ext Speaker Kit	Airbus					N/A	In Use	On Site	2
10991	AACOG	Boerne PD	SAM Ext Speaker Kit	SAM Ext Speaker Kit	Airbus					N/A	In Use	On Site	3
10437	AACOG	Boerne PD	SAM Jack Box	SAM Jack Box	Airbus	830808-01001G			8/10/2016	N/A	In Use	On Site	1
13289	AACOG	Boerne PD	SAM Jack Box	SAM Jack Box	Airbus	830808-01001G			8/10/2016	N/A	In Use	On Site	2
13290	AACOG	Boerne PD	SAM Jack Box	SAM Jack Box	Airbus	830808-01001G			8/10/2016	N/A	In Use	On Site	3
13291	AACOG	Boerne PD	SAM Jack Box	SAM Jack Box	Airbus	830808-01001G			8/10/2016	N/A	In Use	On Site	4
11006	AACOG	Boerne PD	Server - Mapflex	Server - Mapflex	Dell		PowerEdge T320			N/A	In Use	On Site	Backroom
10999	AACOG	Boerne PD	Router - Verizon	Verizon Router	Cisco		2911			N/A	In Use	On Site	Backroom-RACK
10452	AACOG	Boerne PD	Workstation - PC	Workstation - PC	HP	V4Z62US#ABA	Z240s		8/10/2016	N/A	In Use	On Site	4
14278	AACOG	Boerne PD	Workstation - PC	Workstation - PC	HP	4HV000US#AB	Z240		1/14/2019	N/A	In Use	On Site	2
10979	AACOG	Boerne PD	Workstation - PC	Workstation PC	HP	61000-409603XP	Z220			N/A	In Use	On Site	1
10989	AACOG	Boerne PD	Workstation - PC	Workstation PC	HP		Z220			N/A	In Use	On Site	3

Inventory COG	Inventory Name	PSAP Data Sheet - PSAP Name	Hardware Type	Inventory - Manufacturer	Inventory - Manufacturer Part#	Inventory - Manufacturer Model#	Inventory - Serial#	Inventory - Installed	Inventory - Removed	Inventory In Use	Inventory - Location	Inventory - Location Assignment
10982	AACOG	Boerne PD	Monitor	NEC		EA190M-BK	9Y114852TA		N/A	In Use	On Site	1
10987	AACOG	Boerne PD	Monitor	NEC		EA190M-BK	9Y111493TA		N/A	In Use	On Site	2
10992	AACOG	Boerne PD	Monitor	NEC		EA190M-BK	9Y114954TA		N/A	In Use	On Site	3
10996	AACOG	Boerne PD	Monitor	Dell		1708FPT	CN-0D548H-7161B-88B-ACS0-A00		N/A	In Use	On Site	4
10983	AACOG	Boerne PD	Monitor	HP		Compaq LA2006x	CNC311QWLF		N/A	In Use	On Site	1
10988	AACOG	Boerne PD	Monitor	HP		Compaq LA2006x	CNC311QWLD		N/A	In Use	On Site	2
10993	AACOG	Boerne PD	Monitor	HP		Compaq LA2006x	CNC311QWLC		N/A	In Use	On Site	3
10449	AACOG	Boerne PD	Monitor	HP	M2171A4#AB	222n	6CM6051M9N	8/10/2016	N/A	In Use	On Site	4
11008	AACOG	Boerne PD	Modem	Rose Electronics	USR5686G	V.92	3ABLX73H333		N/A	In Use	On Site	Backroom-RACK
11007	AACOG	Boerne PD	Workstation - Analytics Stats PC	HP		xw4600	2UA01210P0		N/A	In Use	On Site	Backroom
11002	AACOG	Boerne PD	Ethernet Switch	Cisco		Catalyst 2960	FCQ1721ZIM		N/A	In Use	On Site	Backroom-RACK
11003	AACOG	Boerne PD	Ethernet Switch	Cisco		Catalyst 2960	FCQ1721ZIM		N/A	In Use	On Site	Backroom-RACK
11000	AACOG	Boerne PD	FXO Gateway	AudioCodes	GGWV00287	MP-114	DT1916574		N/A	In Use	On Site	Backroom-RACK
11001	AACOG	Boerne PD	FXO Gateway	AudioCodes	GGWV00287	MP-114	DT1916563		N/A	In Use	On Site	Backroom-RACK
11136	AACOG	Boerne PD	Genovation Keypad	Genovation Inc.		5963	5855-12-080513-0097	12/8/2016	N/A	In Use	On Site	1
11137	AACOG	Boerne PD	Genovation Keypad	Genovation Inc.		5963	5855-12071013-	12/8/2016	N/A	In Use	On Site	2
11138	AACOG	Boerne PD	Genovation Keypad	Genovation Inc.		5963	5855-12071013-	12/8/2016	N/A	In Use	On Site	3
11139	AACOG	Boerne PD	Genovation Keypad	Genovation Inc.		5963	5855-12-080513-0012	12/8/2016	N/A	In Use	On Site	4
11004	AACOG	Boerne PD	PortServer TS4	Digi	50000836-15R	70002045	(S)E3222826		N/A	In Use	On Site	Backroom-RACK
10998	AACOG	Boerne PD	Printer	HP		CP2025	CNGS477777		N/A	In Use	On Site	4
10997	AACOG	Boerne PD	Printer	HP		m401n	PHGDF31848		N/A	In Use	On Site	4
11009	AACOG	Boerne PD	Router - CradlePoint	CradlePoint		MC200LE	MM13009840		N/A	In Use	On Site	Backroom-RACK
11005	AACOG	Boerne PD	RS-232 Data Sharer (2 Port)	Black Box		TL601A-R2	13172374611		N/A	In Use	On Site	Backroom-RACK
10443	AACOG	Boerne PD	SAM	Airbus			11111 B	8/9/2016	N/A	In Use	On Site	4
10980	AACOG	Boerne PD	SAM	Airbus			02372 A		N/A	In Use	On Site	1
10985	AACOG	Boerne PD	SAM	Airbus			02364 A		N/A	In Use	On Site	2
10990	AACOG	Boerne PD	SAM	Airbus			02370 A		N/A	In Use	On Site	3

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 Boerne Police Department, TX, in City of Boerne, 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: DocuSigned by:
Diane Rath
575164BC7AF4426...

Printed Name: Diane Rath

Title: Executive Director

Date: 7/17/2019

City of Boerne

By: DocuSigned by:
Tim Handren
526AEF8E9D1B450...

Printed Name: Tim Handren

Title: City of Boerne Mayor

Date: 7/19/2019

Alamo Area Council of Governments

By: DocuSigned by:
Diane Rath
575164BC7AF4426...

Printed Name: Diane Rath

Title: Executive Director

Date: 7/17/2019

City of Boerne

By: DocuSigned by:
Tim Handren
526AEF8E9D1B450...

Printed Name: Tim Handren

Title: City of Boerne Mayor

Date: 7/19/2019

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, 2019 and shall terminate on August 31, 2021.

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, neither party shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

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

Article 15: Confidentiality

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

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

Article 16: Indemnification

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

Article 17: Historically Underutilized Business Requirements

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

Article 18: Miscellaneous

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

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

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

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

18.5 The following Attachments are part of this Agreement:

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

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.

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
8700 Tesoro Dr.
San Antonio TX 78217**

The Local Government's address is:

**City of Boerne
402 E. Blanco Rd.
Boerne, TX 78006**

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.

3.6.9 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.

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.

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

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

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

3.4 Security

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

3.5 Training

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

3.6 Operations

The Local Government shall:

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

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

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

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

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

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

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

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