



CONCHO VALLEY COUNCIL OF GOVERNMENTS

2801 W. Loop 306, Ste. A
P. O. Box 60050
San Angelo, Texas 76904

325/944-9666
Fax 325/944-9925

August 15, 2011

The Honorable Michael Brown
Tom Green County Judge
112 W. Beauregard
San Angelo, TX 76903

Dear Judge Brown:

Enclosed, please find the *Interlocal Agreement for E9-1-1 Public Safety Answering Point (PSAP) Services* between Tom Green County and Concho Valley Council of Governments. This Agreement is effective as of September 01, 2011 and shall terminate on August 31, 2013.

Please return an executed original for our files. Upon execution of this Interlocal, CVCOG will send a copy to your PSAP(s) to keep them informed of their responsibilities in fulfilling this Interlocal.

Should you have any questions, please contact Hilda Arredondo-Garibay, Emergency Communications Director at (325) 944-9666.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey K. Sutton".

Jeffrey K. Sutton
Executive Director

Enclosures

CC: Hilda Arredondo-Garibay, CVCOG Emergency Communications Director

INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The **Concho Valley 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 10 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **Tom Green County** (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 **Tom Green County** PSAP(s) located at **222 W. Harris, San Angelo, TX 76903**;

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 agrees 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 **Tom Green County** and proof of insurance shall be provided upon request.

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

3.3 Inventory

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

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

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

3.4 Security

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

3.5 Training

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

3.6 Operations

The Local Government shall:

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

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

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

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

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

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

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

3.6.8 Trouble Tickets will be opened with the appropriate maintenance vendor and reported to the RPC as required by the RPC;

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

Article 4: Performance Monitoring

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

Article 5: Procurement

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

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

Article 6: Financial

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

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

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

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

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

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

Article 7: Records

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

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

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

Article 8: Assignment

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

Article 9: Nondiscrimination and Equal Opportunity

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

Article 10: Dispute Resolution

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

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

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

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

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

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

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

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

12.2 The RPC's address is:

**Concho Valley Council of Governments
2801 W. Loop 306, Suite A
San Angelo, TX 76904**

The Local Government's address is:

**Tom Green County
Attn: Judge Michael Brown
112 W. Beauregard
San Angelo, TX 76903**

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, 2011 and shall terminate on August 31, 2013.

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

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

Article 14: Force Majeure

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

Article 15: Confidentiality

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

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

Article 16: Indemnification

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

act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

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

Article 18: Miscellaneous

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

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

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

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

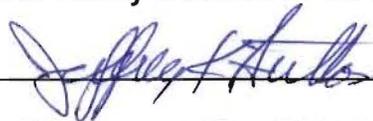
18.5 The following Attachments are part of this Agreement:

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

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

18.7 This Agreement is executed in duplicate originals.

Concho Valley Council of Governments

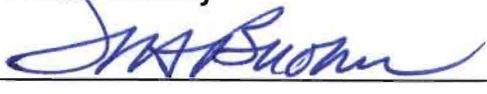
By: 

Printed Name: Jeffrey K. Sutton

Title: Executive Director

Date: 8-15-11

Tom Green County

By: 

Printed Name: Michael Brown

Title: Tom Green County Judge

Date: 8-22-11

Attachment B:2

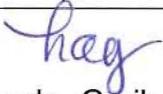
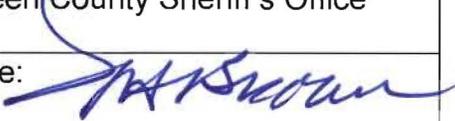
Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between **Concho Valley Council of Governments** (RPC) and **Tom Green County** (Local Government) dated September 01, 2009, 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.

Recorder	
Inventory Number	Current Assignee: Concho Valley Regional 9-1-1 Purchased with CSEC Funds
Description ExaCom Recorder purchased by Tom Green County with a CVCOG Cost-Share	Location: Concho Valley Council of Governments
Serial Number ExaCom 0851	Signature:  Hilda Arredondo- Garibay
Acquisition Date May 05, 2010	Date: 
Acquisition Cost \$11,260	New Assignee: Tom Green County
Vendor Texas Communications	Location: Tom Green County Sheriff's Office
Invoice Number 401337	Signature:  Judge Michael Brown
Purchase Order Number TGSO- 7225	Date:
Condition Good	

Continued.....

Attachment B:2

Transfer of Ownership Form (continued)

Action Recommended by: Jeffrey K. Sutton 

Title: Executive Director

Date: _____

Comments: In compliance with Article 3.2 of this Interlocal Agreement

Approved: Yes No

Proceeds, if any: \$0

Approved by: Judge Michael Brown 

Title: Tom Green County Judge

Date: _____

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

Reviewed by: _____
Executive Director

Date: _____

**EXECUTED COPY OF
OWNERSHIP AGREEMENT AND
TRANSFER OF OWNERSHIP
OF 9-1-1 EQUIPMENT**

ATTACHMENTS A AND B

**UPDATED EQUIPMENT LISTS
WILL BE SENT OUT WHEN/IF THE
EQUIPMENT CHANGES.**

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 Tom Green County Sheriff's Office (PSAP Name), in Tom Green County, to be the property of Tom Green County, hereinafter referred to as "Owner".

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

[Attach equipment inventory list.]

Concho Valley Council of Governments

By: Jeffrey K. Sutton

Printed Name: Jeffrey K. Sutton

Title: Executive Director

Date: 7/20/09

Tom Green County

By: Michael Brown

Printed Name: Michael Brown

Title: Tom Green County Judge

Date: 7-28-09

Attachment B:1

Transfer of Ownership Form

As stipulated in Article 3 of the Agreement between **Concho Valley Council of Governments** (RPC) and **Tom Green County** (Local Government) dated September 01, 2009, 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.

<i>CPE Equipment</i>	
Inventory Number 9-1-1 CPE Equipment: See Attached Equipment List	Current Assignee: Concho Valley Regional 9-1-1 Purchased with CSEC Funds
Description Positron Viper-Power 9-1-1 2 position remote	Location: Concho Valley Council of Governments
Serial Number 9-1-1 CPE Equipment: See Attached Equipment List	Signature: <i>Hilda Arredondo Garibay</i> Hilda Arredondo- Garibay
Acquisition Date February 14, 2008	Date: <i>7/20/09</i>
Acquisition Cost Conversion to Viper \$47,083.22	New Assignee: Tom Green County
Vendor Embarq	Location: Tom Green County Sheriff's Office
Invoice Number Conversion-I111800105	Signature: <i>JMBrown</i> Judge Michael Brown
Purchase Order Number Conversion-TGSOp5623-08/09	Date: <i>7-28-09</i>
Condition Good	

Continued.....

Attachment B:1
Transfer of Ownership Form (continued)

Action Recommended by: Jeffrey K. Sutton

Title: Executive Director

Date: 7/20/09

Comments: In compliance with Article 3.2 of this Interlocal Agreement

Approved: Yes No

Proceeds, if any: \$0

Approved by: Judge Michael Brown 

Title: Tom Green County Judge

Date: 7-28-09

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

Reviewed by: _____
Executive Director

Date: _____

CVCOG TOM GREEN CO S.O Equipment Inventory

Customer:	CONCHO VALLEY COUNCIL OF GOVERNMENTS
Site Address:	TOM GREEN COUNTY SHERIFF'S OFFICE 222 W HARRIS AVE SAN ANGELO, TX 76903

	B:1	B:2	B:3
Equipment Type	CPE	Recorder	
Acquisition Date	14-Feb-08	05-May-10	
Acquisition Cost	\$47,083.22	\$11,260.00	
P.O. Number	TGSOp5623-08/09	TGSO-7225	
Invoice Number	I111800105	401337	
		ExaCom 0851	

MATERIAL:

Vendor	Part Number	Serial Number	Description	Quantity	Inventory Number	Condition
Positron	0912805/0912800	E0829121	VOIP FXO GATEWAY - 8P FOR ADMIN LINES	1	E0829121	Good
Positron	0912814	E0810397	AIM CARD	1	E0810397	Good
Positron	445-4253-0PATUS	N/A	UNITY RECIFIER	1	N/A	Good
Positron	UR48-3	0814M149	UNITY RECIFIER PWR MODULE	1	0814M149	Good
Positron	0912806	CN752FY1FJ	24P SWITCH W/ QOS	1	CN752FY1FJ	Good
Positron	0912806	CN803FY2C6	24P SWITCH W/ QOS	1	CN803FY2C6	Good
Positron	0912811		BACKROOM POSITION ACCESS LIC	3	-	Good
Positron	0912812		PBX ACCESS LIC - PER WKSTN	2	-	Good
Positron	0913850		POSITRON VIPER ENABLING KIT	2	-	Good
Positron	0913100/50		POW 911 VER 5.0 CLNT ACC LIC [CAL]	2	-	Good
Positron	0913202		POW 911 SVR ACCESS LIC (SAL)	2	-	Good
Positron	0913100/50/CD		POW 911 VER 5.0 MEDIA	1	-	Good
Positron	0914120/1		IWS G2 WKSTN - CFG & S/W	2	-	Good
Positron	0914120/3		IWS OBJ SVR - CFG & S/W	1	-	Good
Positron	0920001/40		POW MIS - ADD'L CLNT LIC	1	-	Good
Positron	0920002/40		POW MIS 4.0 DATA LIC	2	-	Good
Positron	0918600/11		SITE INFO & MGMT SYS (SIMS)	2	-	Good
Positron	0919102		POW MAP 3.2 ENTERPRISE - CLNT LIC	1	-	Good
Positron	0914101/NS	CAC83201BC	IWS G2 WKSTN COMPUTER (NO MONITOR)	1	CAC83201BC	Good
Positron	0914101/NS	CAC83201C7	IWS G2 WKSTN COMPUTER (NO MONITOR)	1	CAC83201C7	Good
Positron	0914202	CAC832016R	IWS G2 OBJ SVR	1	CAC832016R	Good
Positron	0914456		IWS G2 BASIC SVR REDUND DISK ARRAY	1	-	Good
Positron	0912800/SE5		POWER VIPER S/W EVERGREEN	1	-	Good
Positron	0913100/SE5		POWER 911 S/W EVERGREEN	1	-	Good
Positron	0920000/SE5		POWER MIS S/W EVERGREEN	1	-	Good
Positron	0919100/SE5		POWER MAP S/W EVERGREEN	1	-	Good
Positron	0912800/HD5		HELP DESK FOR VIPER	1	-	Good
Positron	0913100/HD5		HELP DESK FOR POW 911	1	-	Good
Positron	0919100/HD5		HELP DESK FOR POW MAP	1	-	Good
Positron	0920000/HD5		HELP DESK FOR POW MIS	1	-	Good
Positron	0914100/HD5		HELP DESK FOR IWS HRDWR	1	-	Good
Positron	0917310		EPRINTER S/W & DOCS	1	-	Good
Positron	0914510		IWS SERIAL PORT EXPAN (4P)	1	-	Good
Positron	0914430/B		IWS DVD BACKUP SYS	1	-	Good
WSCI	PATUS5-012-CR		12 POSITION PATCH PANEL	1	-	Good
WSCI	RS1215-RA		TRIPP LITE POWER STRIP	1	-	Good
WSCI	2USHL-022FULL-20UV		RELAY RACK 20" SHELF VENTED	1	-	Good
WSCI	2USHL-022FULL-20UV		RELAY RACK 20" SHELF VENTED	1	-	Good
WSCI			RELAY RACK 7" SHELF VENTED	1	-	Good

					-	
Embarq - Misc Materials	VX11531	QFG080400354	VIEWSONICS 28 IN LCD WIDESCREEN DISPLA	1	QFG080400354	Good
Embarq - Misc Materials	VX11531	QFG080400352	VIEWSONICS 28 IN LCD WIDESCREEN DISPLA	1	QFG080400352	Good
Embarq - Misc Materials	961103		CHATSWORTH 19 IN EIA RACK KIT	1	-	Good
Embarq - Misc Materials	969697		CHATSWORTH RACK MNT SHELF KIT	1	-	Good
Embarq - Misc Materials	3600N		HP LASER JET PRINTER	1	-	Good
Embarq - Misc Materials	912810	CHNWU04110701856	IP PHONE - SNOM 320	1	CHNWU04110701856	Good
Embarq - Misc Materials	912810	CHNWU04110701659	IP PHONE - SNOM 320	1	CHNWU04110701659	Good
					-	
					-	
National Power	05147547-5591	RY383A0226	POWERWARE 3KVA HW UPS	1	RY383A0226	Good
National Power	05147369-5592	RY372A0117	PW9120 BATTs - ADD'L TIME	1	RY372A0117	Good
National Power	05147369-5592	RY375A0243	PW9120 BATTs - ADD'L TIME	1	RY375A0243	Good
National Power	BPE01MBB1A	N/A	WALL MNT 120VAC BYPASS SWITCH	1		Good
Nice Systems		315243	Dictaphone Freedom 5GA000 Recorder	1	315243	Good

Attachment C Scope of Work

- New Public Safety Answering Points (PSAPs) cannot be implemented without prior approval by the Commission on State Emergency Communications (CSEC).
- PSAP operating procedures are outlined in the attached *Operating Policies and Procedures* document.
- CVCOG requests the PSAPs submission of the following reports:
 - **Form A**; Monthly Reports for PSAP- report documents call volumes, TDD/TTY calls, TDD/TTY test calls, and equipment testing by PSAP.
 - **Form B**; 9-1-1 ANI/ALI Problem Report- if needed, daily submission of incorrect caller information and map plotting discrepancies.
 - **Form C**; 9-1-1 Report Log documents dates and description of opened trouble tickets, TDD/TTY call testing, and service affecting issues.
 - **Form D**; Training Documentation performed by PSAP which will include Sign-In sheet with description of training conducted.
 - **Form E**; 9-1-1 Public Education activities conducted by the PSAP.
- CVCOG with PSAP assistance will inventory equipment annually.
- CVCOG requires that the County and/or City insure equipment located within PSAP, as per equipment inventory list provided by CVCOG, and forward a copy of the insurance policy to CVCOG.

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:

- Form A- Monthly Reports for PSAP-
- Form B- 9-1-1 ANI/ALI Problem Report
- Form C- 9-1-1 Report Log
- Form D- Training Documentation performed by PSAP
- Form E- 9-1-1 Public Education activities conducted by the PSAP.

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 Month;
2. List of service affecting issues once per Month;
3. Certification of TTY/TDD testing once per Month; 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:

Preventative Maintenance is done every six months at each PSAP.

Attachment E Commission Documents

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

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

Operating Policies and Procedures

OVERVIEW

Policies and procedures for PSAP/s in the Concho Valley Council of Governments 9-1-1 Region which include the following counties: Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Schleicher, Sutton and Tom Green Counties.

OBJECTIVES

To negotiate any emergency call accordingly.
To determine as quickly as possible, the nature of the emergency.
To properly handle or direct the call to the appropriate responding agency.
To proficiently operate all equipment related to the 9-1-1 system.

CALL VOLUME & EQUIPMENT CHECKLIST – Form A

This report is to be submitted to the Concho Valley Council of Governments 9-1-1 Department on a monthly basis. The benefits of this report have been realized since it helps to detect equipment problems before an emergency arises. The Call Volume numbers are submitted to the Commission on Emergency Communications every quarter.

ANI/ALI INQUIRIES – Form B

ANI/ALI Inquiries are submitted to CVCOG by the PSAP whenever a 9-1-1 call is received and there is a problem with the Intrado database such as: the address is wrong, no ANI/ALI information appears or, the call is routed to the wrong PSAP, etc. Mapping discrepancies should be reported on this form. **These forms are given top priority.**

WHAT IS AN EMERGENCY?

An emergency is any situation when there is threat of loss of life or property that requires immediate response.

EMERGENCY CALLS

When 9-1-1 is dialed, the emergency call should be handled according to the instructions listed in the call handling procedures.

NON EMERGENCY CALLS

If administrative, unrelated calls are received on 9-1-1, COURTESOUSLY advise the caller that the call is a non-emergency call, then advise the caller of the 7-digit local administrative number.

NOTE: Small agencies may prefer to confirm the number of the caller and that it is a non-emergency, tell the caller that you will call them back. This relieves the 9-1-1 circuits for emergencies. **BE SURE TO CALL THE CALLER BACK!**

9-1-1 HANGUPS

Handle a 9-1-1 hang-up as follows:

If someone calls and hangs up, the dispatcher will:

- 1) Call the number that appears in the "Tel.#" box and confirm that there is not an emergency; if there is an emergency, handle accordingly;
- 2) After confirmation, if children were playing on the phone or accidentally dialed 9-1-1, try to talk with the parent and ask them to explain to their children the proper use of 9-1-1;
- 3) If the dispatcher calls back and there is no answer or a busy signal, follow local standard operating procedures for sending an officer to that location.

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- 4) The dispatcher should handle a silent call the same as above after challenging the call to determine if the 9-1-1 caller could be Deaf or speech impaired and using a TDD/TTY machine.

COIN OPERATED PHONES

Calls from coin operated phones will also display the number and location of the coin operated phone and not necessarily the actual location of the emergency. **ALWAYS ASK THE CALLER FOR THE EXACT LOCATION OF THE EMERGENCY!!!**

PBX CALLS

Calls initiated from an extension associated with a PBX system (switchboard, i.e.: city hall, etc.) will display a number and address location also. The address location displayed will be the address of the business from which the caller is calling from; therefore, always ascertain from the caller the nature and exact location of the emergency.

MOBILE AND CELLULAR PHONES

The 9-1-1 ANI/ALI will indicate a mobile phone call by displaying the company's name providing the cellular service and phone number. With the implementation of Wireless Phase I, the dispatcher or telecommunicator will have the following available to them on the console: PANI (pseudo), number associated with cell site, callers cell phone number, location of cell tower, and community name.

With Phase II implemented, in some cases, actual location of the caller will populate on the 9-1-1 map. This requires the dispatcher to activate the Re-transmit ALI (RTX) button after a 20 second pause of answering the 9-1-1 call.

PSAP SUPERVISORS/ADMINISTRATORS

The public safety answering point (PSAP) supervisor(s) will be responsible for submitting technical and trouble shooting reports to appropriate agencies.

Whenever the 9-1-1 system fails, the PSAP supervisor should gather all information on what may have caused the failure, and report the system down to WSC 9-1-1 Technical Support at 1-888-414-2738 and **also notify** the 9-1-1 administrator at the Concho Valley Council of Governments (CVCOG) at (325) 944-9666 on system failures and/or problems encountered. Document on 9-1-1 Reporting Log.

LANGUAGE LINE

If a 9-1-1 caller comes in on your 9-1-1 trunks and does not speak English and you are unable to determine what his emergency is, then you have the ability to access Language Line. Remember, you must be able to give the interpretation operator you I.D. #, your organization name and your County Name.

FYI: I.D. # is **904024**

Organization name is **Concho Valley Council of Governments/Your County Name**

The number to Language Line is 1-(800) 523-1786, this number is programmed as a one button speed dial and in the drop-down call list on your 9-1-1 equipment. Any charges for this service are covered by the CVCOG and are made available for your use in the event you are unable to help a non-English speaking caller in an expedient manner.

For demonstrations you may call 1 (800) 821-0301, use this number to familiarize yourself with the procedures taken when using Language Line. For routine administrative calls (non-emergency) the number is 1 (800) 874-9426.

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TDD/TTY CALLS

When you receive a 9-1-1 call from a Deaf or speech-impaired person, you should know how to communicate with the caller. Your equipment is set up to help you adequately assist him/her. A perfect scenario would allow the call taker to hear tones from the TDD/TTY machine but not all machines will be announced with tones. Some may be presented as a silent call. **ALWAYS CHALLENGE A SILENT CALL AND TREAT IT AS A TDD/TTY CALL.** It will be up to you to initiate the communication protocol.

- 1) Activate your pre-programmed messages by opening the TTY Panel first in order to transmit messages to your caller,
- 2) Select the down arrow to view a list of pre-programmed messages,
- 3) Select and double click on the appropriate message.

Once the caller communicates his message back to you, you will be able to follow normal TDD/TTY 9-1-1 protocol.

A stand alone TDD/TTY machine is also onsite at your PSAP for your use in the event your equipment fails or a TDD/TTY call is received on your land line.

TDD/TTY Refresher training for dispatchers is required by the Department of Justice every six months.

POISON CONTROL CENTER

Your equipment has the number for the Poison Control Center (PCC) pre-programmed into one of your transfer buttons. You can contact Poison Control by dialing 1-800-222-1222.

CALL HANDLING PROCEDURES

Following are suggestions on how to handle 9-1-1 calls:

WHEN A 9-1-1 LINE RINGS:

ANSWER: PSAP Name 9-1-1, what is your emergency?

VERIFY: Automatic Number Identification (ANI) and Automatic Location Identification (ALI) – obtaining phone number and address from the “Location Module” on your monitor.

WHEN SENDING EMERGENCY RESPONSE PERSONNEL, ALWAYS REMEMBER TO ASSURE THE CALLER THAT HELP IS ON THE WAY. STAY ON THE LINE WITH THE CALLER UNTIL EMERGENCY HELP ARRIVES, IF POSSIBLE.

NOTE: If by chance the customer address information is not correct, the first priority is to take care of the emergency by gathering all information needed over the phone (name, directions to location, etc.) and send emergency help. When the call is complete, fill out an ANI/ANI Inquiry form and fax it to CVCOG, 325-944-9925.

EMERGENCY CALL RECEIVED ON ADMINISTRATIVE PHONE LINE

ANSWER: “PSAP Name, This is _____.” Take the Emergency call and handle it as you would any emergency call.

DO NOT INSTRUCT THE CALLER TO HANG UP AND CALL BACK ON THE 9-1-1 LINE.

Call transferring

Transfer or dispatch the 9-1-1 call accordingly.

When transferring a call, identify yourself and advise the public safety agency of the 9-1-1 transfer, stay on the line to verify that the caller is connected with the correct agency and for recording purposes of the 9-1-1 call, unless instructed to do otherwise.

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HOW TO TRANSFER VOICE and DATA

In transferring voice to a public safety agency, DO NOT HANG UP, right click on the "9-1-1 PSAP" button, scroll down to find the agency to which you want to transfer the call and, double click on the desired agency listed. State to the caller that there will be a temporary loss of voice and a delay will be evident when transferring, but to please stay on the line.

Be sure to ask the responding agency if the ANI/ALI information of the caller has been received.

INCIDENT MODULE

When a 9-1-1 call comes in, these modules are used to collect information from the caller (recorded in the Incident Detail Module), and to assign an incident type and priority.

SIP PHONES

A SIP phone is a back-up phone that can be used in the event that your 9-1-1 computer is not functioning.

RECORDING A CALL

Calls received on the 9-1-1 equipment are automatically recorded. Wireless Phase 0, VoIP, and roll-over 9-1-1 calls received on the PSAP non-emergency lines are also recorded.

TYPES of CALLS

- ✓ **"Ghost Call"** is when something in the circuits somehow makes the phone ring at the terminal, but there is no "caller", meaning there is no ANI or ALI.
- ✓ **"Abandoned Call"** is a legitimate 9-1-1 call that was made by the caller but for some reason they had to hang up. Once an abandoned call has been received, it will be visible in the "Abandoned Call" list. The dispatcher has to physically disconnect the call to clear the equipment prior to calling back the 9-1-1 caller.
- ✓ **Spurious Calls.....** It is possible for a PSAP to receive a 9-1-1 call without a caller actually dialing 9-1-1. These types of calls are termed "spurious calls". Persistent or unusual situations should be report to the CVCOG for further investigation.
- ✓ **"Mis-Dialed Call"** is a call when the caller simply didn't mean to dial 9-1-1 (I.e. in a business if they had to dial 9 to get an outside line, then 1 for long distance and another 1 for the beginning of an area code or something).
- ✓ **"Phone Repairs"**- Repair service on the lines can accidentally generate false calls.
- ✓ **"Severe Weather"**- High winds, severe thunderstorms, etc., may trigger false calls.
- ✓ **"Static"** -Extreme static associated with phone lines may cause a false dialing of 9-1-1.
- ✓ **"Cordless Phones"** -may have a continuous out-pulsing of digits which result in a 9-1-1 call.
- ✓ **"TDD/TTY call"**- Treat any silent call or any call with a beeping sound as a TDD/TTY call. Do not hang up until you have eliminated the possibility that it may be a TDD/TTY call.
- ✓ **"Wireless Cell Phone call"** is a call made from any mobile phone. Some residents are now using wireless cell phones for their home phone. Be aware that with these phones in the home, you may not always capture the call back number and location.

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TYPES of Calls Continued.....

Phase Zero Wireless- if a wireless company has not been certified, the wireless call will be received on the 7 digit non-emergency line in your office.

Phase One Wireless- wireless calls will be received on the 9-1-1 equipment but only the call back number, the cell tower address and phone number will be displayed.

Phase Two Wireless (WPH2)- with Phase Two implemented, new phones will be equipped with a technology which will allow the XY coordinates of the caller to populate a map. This map is a feature of Mapped ALI. **NOT all cell phone calls will populate with XY coordinates, the accuracy of the positioning is dependent on the type of technology being used by the Cell Phone Company (WSP). To activate WPH2, click on the RTX button on our equipment monitor. If the technology is available, the point on the map will show the position of the XY coordinates.**

Un-initialized Cell Phone- Any cell phone that does not have a wireless provider contract for service, CAN call 9-1-1. These calls do not have a call back number for the dispatcher to verify. The telephone company will assign a "911" area code that reflects the fictitious phone number.

✓ **VoIP** means "voice over internet protocol". VoIP calls can be received on your 9-1-1 equipment or on your 7-digit non-emergency line at your PSAP.

FOR PROBLEMS WITH EQUIPMENT

POSITRON EQUIPMENT – Mapping or Call answering Equipment. WSC, 1-888-414-2738

Identify Yourself as : E911 County or City

- Indicate that you are reporting trouble for a 9-1-1 system.
- Provide the name and address of your PSAP.
- Provide your name and title.
- Provide your callback number.
- Describe the type of trouble you are encountering.
- Provide hours of access to 9-1-1 equipment.
- Document trouble ticket # on *Form C Report Log*.
- Notify CVCOG 325-944-9666.

REQUEST FOR CALLING NUMBER-INTRADO – 1-877-856-7504

If you have NO ALI information available:

- Identify you are a 9-1-1 agency and are requesting a Calling Number Address.
- Provide your name and title.
- Provide the name and address of your PSAP.
- Provide your callback number
- Describe the type of trouble you are encountering.
- Document trouble ticket # on *Form C Report Log*.

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CALL TRACE

Verizon 1-800-483-0911 ♦ Centex 1-800-535-8904 ♦ Hill Country 1-800-292-5457

- Identify you are a 9-1-1 agency and are requesting a Call Trace.
- Provide your name and address of your PSAP.
- Provide your callback number.
- Provide the TIME, DATE, and TELEPHONE NUMBER of the 9-1-1 call.

RECORDER SUPPORT & MAINTENANCE

- Indicate that you are reporting trouble for a 9-1-1 recorder.
- Provide the name and address of your PSAP.
- Provide your name and title.
- Provide your callback number.
- Describe the type of trouble you are encountering.
- Provide hours of access to 9-1-1 equipment.
- Document trouble ticket # on *Form C Report Log*.
- Notify CVCOG 325-944-9666.

Concho Valley Council of Governments (CVCOG)

Hilda Arredondo-Garibay, Jacob Lopez, Jose Garza, Jeff Lopez, or Annetta Glass
(325) 944-9666 fax #: 325-944-9925

**Concho Valley Council of Governments
MONTHLY REPORTS for PSAP**

PSAP NAME:			
MONTH/YEAR:		INDIVIDUAL REPORTING:	
DATE:		NUMBER OF POSITIONS:	

Call Volume Report

LIST MONTHLY TOTALS <i>Fax or mail results to:</i> CVCOG Regional 9-1-1 2801 W Loop 306 San Angelo, TX 76904 Fax #: 325-944-9925	9-1-1 CALLS:		AVERAGE CALL DURATION:	
	WIRELINE:		# TTY/TDD TEST CALLS:	
	WIRELESS:		# TTY/TDD CALLS:	
	ABANDON/GHOST:			
COMPLETE OUTAGE OF 9-1-1 SERVICES (Date, Type, Duration):				

Equipment Checklist

Complete the following worksheet on a monthly basis for your PSAP. Each workstation needs to be checked for the functions listed below. Indicate passed (**P**) or failed (**F**) next to each function and supply any necessary comments. (For example: External ringer 2 passed, 1 failed. Cannot hear ringer/tried to adjust at external speaker.)

Each function needs to be tested on **wireline/landline and wireless/cellular** calls.

The following equipment/function was tested and the results are shown below

FUNCTION	P	F	Comments
Workstation Screen Display - Are monitors working properly	<input type="checkbox"/>	<input type="checkbox"/>	
Answer 9-1-1	<input type="checkbox"/>	<input type="checkbox"/>	
External Ringer	<input type="checkbox"/>	<input type="checkbox"/>	
Volume Control	<input type="checkbox"/>	<input type="checkbox"/>	
ANI / ALI Display	<input type="checkbox"/>	<input type="checkbox"/>	
ALI X - Flag ALI Errors and send to CVCOG	<input type="checkbox"/>	<input type="checkbox"/>	
Transfer To 9-1-1 PSAPs	<input type="checkbox"/>	<input type="checkbox"/>	
Transferring using Sheriff List	<input type="checkbox"/>	<input type="checkbox"/>	
Access Contact List	<input type="checkbox"/>	<input type="checkbox"/>	
Answering Abandoned Call	<input type="checkbox"/>	<input type="checkbox"/>	
Clearing Abandoned Calls	<input type="checkbox"/>	<input type="checkbox"/>	
Redial Last Call	<input type="checkbox"/>	<input type="checkbox"/>	
Monitor Recorder	<input type="checkbox"/>	<input type="checkbox"/>	
ALI Rebid -	<input type="checkbox"/>	<input type="checkbox"/>	
Clear ALI Screen -	<input type="checkbox"/>	<input type="checkbox"/>	
Answering a TDD with Tones	<input type="checkbox"/>	<input type="checkbox"/>	
TDD - Challenge on Silent Calls, Stand Alone TDD	<input type="checkbox"/>	<input type="checkbox"/>	
TDD - Placing a Call	<input type="checkbox"/>	<input type="checkbox"/>	
TDD Challenge on Admin. Line	<input type="checkbox"/>	<input type="checkbox"/>	
Release	<input type="checkbox"/>	<input type="checkbox"/>	
Hold	<input type="checkbox"/>	<input type="checkbox"/>	
Printer	<input type="checkbox"/>	<input type="checkbox"/>	
ALI Look Up	<input type="checkbox"/>	<input type="checkbox"/>	
Check Alarms- System Information Module: <i>Yellow=Warning, Red=Critical</i>	<input type="checkbox"/>	<input type="checkbox"/>	
Workstation Screen Display- Are monitors working, clear..	<input type="checkbox"/>	<input type="checkbox"/>	
Test "Make-Busy" Switch	<input type="checkbox"/>	<input type="checkbox"/>	
Test "Busy-Out" - Roll Over	<input type="checkbox"/>	<input type="checkbox"/>	

FORM A

Print Form

Revised: 04_2009

9-1-1 ANI/ALI PROBLEM REPORT

Date of Call

Time of Call

Problem (check one):
 Record Not Found

Incorrect Address

Map not correct

Wireless

Misroute, Send To:

VoIP

Other:

Phone type (check one):
 Business or Residential

Information Displayed:
TELEPHONE NUMBER (ANI)

NAME	ESN:
ADDRESS (ALI)	
CITY/COMMUNITY	
LOCATION	
WIRELESS/VOIP CALL-BACK NUMBER	
TRUNK #	

Correct Information As Obtained by Caller:
TELEPHONE NUMBER (ANI)

NAME
ADDRESS (ALI)
CITY/COMMUNITY
LOCATION
PSAP COMMENTS:

For Wireless/VoIP Calls, Please Complete the Addit:
WIRELESS/VOIP SERVICE PROVIDER:
EXACT LOCATION OF WIRELESS/VOIP CALLER:

For Addressing Coordinator Use:
DATE RECEIVED:
DATE ENTERED:
TRANSACTION NUMBER:
NOTES:

FORM B: Please fax the completed form to CVCOG 325-944.

SAMPLE

TRAINING



TYPE of TRAINING: Enter Title Of Training Held

PSAP: Name of PSAP

DATE: Date of Training

TRAINER: Name of Trainer

Session: Session-4 hr. 8:30 AM - 12:30 PM

NAME: Please Print Agency:

SAMPLE

Request TCLEOSE Credits (circle one) YES NO

Form D: Training Sign-In Sheet. Forward 1 copy to CVCOG via email or fax along with an outline or description of training.

**CONCHO VALLEY COUNCIL OF GOVERNMENTS
9-1-1 PUBLIC EDUCATION REPORT**

Thank you for your assistance in the Education of our General Public about 9-1-1 and the proper use of it. In an effort to track our outreach program, it will be helpful if you could please provide the following information on 9-1-1 public education programs presented in your county/city and return this report to CVCOG 9-1-1 Department, 2801 W. Loop 306, Suite A, San Angelo, Texas, 76904. If you have any questions, contact Hilda or Annetta at (325) 944-9666.
annetta@cvcog.org

REQUESTING AGENCY:

COUNTY:

DATE:

PRESENTER:

DETAILS:

SAMPLE

Form E: Please complete this information to the best of your knowledge.

General:	Children:	Adults:	Senior Citizens:	Non/English:	Special Needs: