



July 17, 2025

Please find the enclosed *Interlocal Agreement for 9-1-1 Public Safety Answering Point Services* between the West Central Texas Council of Governments' Regional 9-1-1 Program and your City, County, or Agency. The Texas Commission on State Emergency Communications (CSEC) requires that Interlocal Agreements be renewed every two years to reflect any potential policy or administrative changes. This is a standard agreement that was last renewed in 2023.

I encourage you to thoroughly review the 2025 version, especially the new verbiage added by CSEC, that can be found in the following sections:

- *Security 3.4.2*
- *Cybersecurity Training 3.6*
- *Procurement 5.3*
- *Confidentiality 15.2*
- *Attachment A, Ownership Agreement*
- *Attachment C, Scope of Work*
- *Attachment D, PSAP Operations Performance Measures and Monitoring*

The Interlocal Agreement must be completed and signed by the official who administers the operation of the 9-1-1 PSAP for your City, County, or Agency (i.e. City Manager, County Judge, Sheriff, Police Chief). Below are the steps to complete the Interlocal Agreement process for your City, County, or Agency:

1. REVIEW the document (both copies are identical).
2. SIGN all the flagged pages in BOTH copies of the Agreement.
3. RETURN ONE signed copy in the enclosed stamped envelope no later than **August 8, 2025**.
4. KEEP ONE signed copy for your records.

As always, do not hesitate to reach out should you have questions. I look forward to our continued partnership to provide and maintain an effective 9-1-1 system in our region.

Regards,

Patti Davis
Director of Public Safety Programs
West Central Texas Council of Governments

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

Article 1: Parties & Purpose

- 1.1 The **West Central Texas 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 **West Central Texas** (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.
- 1.2 **Breckenridge Police Department** (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 & 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, as defined in the prior section, includes but is not limited to 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 Chapter 783 (Uniform Grant and Contract Management, including Uniform Grant Management Standards [UGMS] Title 34, Part 1, Chapter 20, Subchapter I), Chapter 441, Subchapter J (Preservation and Management of Local Government Records Act), and Chapter 2260 (Resolution of Certain Contract Claims Against the State); and Texas Local Government Code Chapter 391 (Regional Planning Commissions).
- 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 **Stephens County PSAP(s)** located at **Breckenridge Police Department, 210 E Dyer St, Breckenridge, TX 76424;**

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 **West Central Texas Council of Governments** 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.

3.4.2 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 or reimburse **Breckenridge Police Department** for 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:

**West Central Texas Council of Governments
3702 Loop 322
Abilene, Texas 79602**

The Local Government's address is:

**Breckenridge Police Department
210 E Dyer Street
Breckenridge, TX 76424**

- 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 terminate on August 31, 2027.
- 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 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 Chapter 2161 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 | Itemized Listing of 9-1-1 Equipment |
- 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.

West Central Texas Council of Govts

Breckenridge Police Department

By: Patti Davis

By: _____

Printed Name: Patti Davis

Printed Name: _____

Title: Director of Public Safety Programs

Title: _____

Date: July 17, 2025

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 **Breckenridge Police Department** (PSAP Name), in **Stephens** County, to be the property of **West Central Texas Council of Governments**, hereinafter referred to as "Owner".

Following is a listing of 9-1-1 equipment hereby defined as the property of Owner:

- (2) 9-1-1 Front Room Call Handling Equipment Positions and Accessories
- (1) 9-1-1 Back Room Call Handling Server and Accessories
- (1) 9-1-1 Uninterrupted Power Supply (UPS) Back-Up Battery Unit
- (2) 9-1-1 Routers
- (1) 9-1-1 Wireless Back-Up System, Modem, Antennae, and Accessories
- (1) 9-1-1 ESI Network Circuit Components and Accessories
- (1) 9-1-1 Telephony Circuits and Accessories
- (4) 9-1-1 Call Handling Equipment Telephone Lines
- (2) 9-1-1 Administrative Telephone Lines
- (1) 9-1-1 Recorder/Voice Logging System and Accessories
- (1) 9-1-1 Netclock System and Accessories
- (2) 9-1-1 KVM System and Accessories
- (1) 9-1-1 Printers and Accessories

West Central Texas Council of Govts

Breckenridge Police Department

By: 

By: _____

Printed Name: Patti Davis

Printed Name: _____

Title: Director of Public Safety Programs

Title: _____

Date: July 17, 2025

Date: _____

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

This Scope of Work is a part of the Interlocal Agreement for the Provision of Emergency 9-1-1 Service for Public Safety Answering Point (PSAP) equipment between the RPC and the Local Government. The following provisions describe the responsibilities of the Local Government providing PSAP services.

The Local Government will:

1. Allow 24-hour access to the equipment for repair and maintenance service by the maintenance provider assigned by WCTCOG.
2. Protect the 9-1-1 equipment and secure the premises of its PSAP against unauthorized entrance or use.
3. Take appropriate security measures as may be necessary, to ensure that non-CSEC (Commission on State Emergency Communications) approved third-party software applications cannot be integrated into the PSAP 9-1-1 Equipment or Integrated Workstations, as outlined in *Rule 251.7, Guidelines for Implementing Integrated Services*.
4. Adhere to *Health and Safety Code, Section 771.061, Confidentiality of Information*, in maintaining 9-1-1 addressing databases.
5. Notify WCTCOG (Regional 9-1-1 Program Director at 325-672-8544 or at pdavis@westcentraltexas.org) of any new 9-1-1 PSAP Supervisors and schedule them for training as soon as possible.
6. Monitor the 9-1-1 equipment and report any failures or maintenance issues immediately to Western States Communications, Inc. (WSC) Tech Support at 888-414-2738. In the event WSC Tech Support cannot be reached, all failures and maintenances issues must be immediately reported to Patti Davis, WCTCOG Regional 9-1-1 Program Director at 325-864-7650 or at pdavis@westcentraltexas.org.
7. Maintain security of the regional 9-1-1 system by not connecting any external device to the 9-1-1 equipment.
8. Prevent outages to the regional 9-1-1 system by not plugging in any non-9-1-1 devices to dedicated 9-1-1 outlets.
9. Test all 9-1-1 equipment for proper operation and user familiarity at least once each month and submit required documentation by the 20th day of the month to amunoz@westcentraltexas.org.
10. Limit access to all 9-1-1 equipment and related data to authorized personnel only (WSC, telephone company, WCTCOG). Notify WCTCOG of all requests for such data, prior to release of any 9-1-1 data.
11. Make no changes to 9-1-1 equipment, software or programs without prior written consent from WCTCOG.

12. Provide a safe and healthy environment for all 9-1-1 call takers, which enhances proper use and maintenance of the 9-1-1 equipment.
13. Fully cooperate with all monitoring requests from WCTCOG and/or the CSEC for the purposes of assessing and evaluating WCTCOG's and the local government performance of this agreement.
14. Assist WCTCOG with annual monitoring of all equipment and network at the PSAP for quality assurance see **PSAP Monitoring Checklist**.
15. Contact WCTCOG (Regional 9-1-1 Program Director, Patti Davis, at 325-672-8544 or at pdavis@westcentraltexas.org) if any supplies are needed for the continuous operation of the 9-1-1 equipment.

The RPC will:

1. Maintain an inventory of all equipment funded by the Regional 9-1-1 Program.
2. Provide oversight, management, and coordination of all matters related to 9-1-1 service on behalf of the Local Government, as authorized and outlined through the Commission on State Emergency Communications.
3. Obtain and provide insurance on equipment purchased with 9-1-1 funds and kept at the Local Government offices for provisioning 9-1-1 service.
4. Coordinate and provide for all technical activities related to provisioning 9-1-1 service.
5. Comply with established operating procedures from the Commission on State Emergency Communications pertaining to 9-1-1 service.
6. Provide 9-1-1 Telecommunicator training required by State and Federal laws.

Attachment D

PSAP Operations Performance Measures and Monitoring

Reports

The WCTCOG may request that the Local Government provide specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Logs

The Local Government shall provide copies of logs and reports to assist with the WCTCOG's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Certification of *Monthly Equipment Checklist* logs at least once per month, submitted to WCTCOG no later than the 20th day of the month;
2. Certification of TTY/TDD testing once per month, submitted to WCTCOG no later than the 20th day of the month; and
3. TTY/TDD call logs testing once per month, submitted to WCTCOG no later than the 20th day of the month.

Quality Assurance Inspections

WCTCOG personnel will conduct site visits at least once 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: as needed by WCTCOG personnel and at least twice each year by WCTCOG's contracted equipment maintenance vendor (WSC).

Attachment E Commission Documents

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

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