

State of Texas §
§
County of Cameron §

**Cameron County Emergency Communication District (CCECD)
Emergency Notification System
MASTER USE AGREEMENT**

This Master Use Agreement is made this 18th day of June, 2025 ("Agreement") in Harlingen, Texas between (1) **Cameron County Emergency Communication District** (hereinafter "CCECD") having a principal place of business at 501 Camelot Drive, Harlingen, Texas 78550, (2) **South Texas Emergency Care Foundation**, (hereinafter "STECF"), having a principle place of business at 1705 Vermont Ave, Harlingen, Texas 78550, (3) **CAMERON COUNTY, TEXAS**, (hereinafter "CAMCO"), having a principal place of business at 1100 East Monroe Street, Brownsville, Texas 78520, and (4) the eight Primary PSAPs (the ninth PSAP, a Secondary PSAP, being operated by STECF) in Cameron County set forth in Schedule A to this Agreement, which Schedule is incorporated by reference herein as if fully copied and set forth at length, (hereinafter collectively referred to as the "PSAPs"), and (5) Valley Municipal Utility District No. 2 (hereinafter "VMUD2"), as follows:

I.

Purpose of Agreement

A.

Understanding that CCECD has acquired and established, for use in Cameron County only, the CodeRed® Emergency Notification System (hereinafter "CodeRed®" or "ENS"), utilizing the 9-1-1 Emergency Telephone Number Service (ETNS) in Cameron County only and **ONSOLVE (CodeRED®)** System technology, in cooperation with CCECD, this Agreement is to memorialize those arrangements between CCECD, STECF, CAMCO, VMUD2 and the PSAPs, and to establish operational protocols for the said ENS.

B.

The said arrangements and operational protocols for the ENS are set forth in this Agreement, as if this was an "operations manual" (as set forth as the terms of this Agreement:)

C.

Attached as **Schedule A** is a list of the eight primary PSAPs, the secondary PSAP, Emergency Medical Service Providers.

II.

Operational Protocols

A.

The Operational Protocols for the ENS are addressed in the following paragraphs, and are to be considered as rules governing the use of the ENS, protocols for the operation of the ENS, and contractual provisions that are binding (as appropriate) upon all of the parties to this Agreement.

B.

Attached as **Schedule B** is a true and correct copy of **CCECD Order #2025-03** of the CCECD Board of Managers, which amends and renews the established ENS in Cameron County, utilizing **ONSOLVE (CodeRED®)** technology in and only for Cameron County, under the auspices of CCECD.

C.

Attached to **CCECD Order #2025-03**, as **Exhibit A** is this approved Master Use Agreement and the ENS Protocol for Cameron County, Texas that was adopted for use by CCECD for the ENS, utilizing **ONSOLVE (CodeRED®)** technology, a true and correct copy of that (General) ENS Protocol being attached to this Master Use Agreement as **Schedule C.**

D.

Attached as **Schedule D** is a true and correct copy of the ENS Protocol Manual for Cameron County, Texas, which addresses day to day operations and technical matters (e.g., "call initiation" protocols) that are required by CCECD in establishing the **ONSOLVE (CodeRED®)** System in Cameron County, as the ENS, in conjunction with CCECD's Emergency Telephone Number Service (ETNS), and which is to be followed by CAMCO, as the designated State Emergency Coordinator for Cameron County, and by STECF, VMUD2, and the PSAPs.

E.

Attached as **Schedule E** is a true and correct copy of a Resolution of the CCECD Board of Managers, dated **September 16, 2020**, addressing the mandatory deference to CAMCO in the use and operation of the ENS in the event of a County-wide emergency, as explained in and required by that Resolution. In summary, in the

event of a County-wide emergency, such as a hurricane heading towards this area, the ENS use is controlled exclusively by CAMCO for such County-wide emergencies only.

Use of the ENS by CAMCO under this section for County-Wide emergency notifications may be initiated by the authorized representative of the 1.) the Cameron County Judge; 2.) The Cameron County Office of Emergency Management; or 3.) the Sheriff's Office.

F.

In the event of a conflict between the two said protocols, (1) Schedule C (the General ENS Protocol for Cameron County, Texas of the CCECD Board of Managers) and (2) Schedule D (the specific ENS Protocol Manual for Cameron County, Texas), the General ENS Protocol (Schedule C) governs and controls, except for technical matters and specific operational procedures.

III.

Payment

A.

Unless otherwise indicated in this Master Use Agreement, no user of the ENS, as described above (i.e., the PSAPs, CAMCO, VMUD2, STECF, or CCECD even if functioning solely as a "user"), are required to pay any sum of money for using or operating the CCECD provided ENS.

B.

The parties hereto agree that the consideration of the execution of this Agreement has been received by each (other) party, as appropriate, said consideration being the use of the ENS by the users identified herein, and said use being in accordance with the protocols set by CCECD, and referenced herein.

IV.

Term of Agreement

A.

The term of this Agreement shall be one (1) year, commencing **September 1, 2025** and ending **August 31, 2026**, which shall automatically renew, unless notice to the contrary is delivered to CCECD, by any of the said PSAPs, STECF, CAMCO, or VMUD2.

B.

All of the provisions of this Agreement shall survive the execution and performance of this instrument, as well as the expiration of any such term.

V.

Termination

This Agreement may be terminated (a) as to any party desiring to "opt out" of this Agreement, by providing thirty (30) days written notice to all parties to this Agreement (b) by CCECD for cause, as to any party to this Agreement that is in breach of the terms of this Agreement and/or any protocols referenced herein, (c) by mutual agreement of the parties, or (d) in the event of any occurrence (e.g., bankruptcy, dissolution or governmental action, as appropriate) precluding any party from performing the obligations contemplated under this Agreement.

VI.

Insurance

All parties agree to obtain insurance (to the extent available) in the type and amount deemed advisable to protect their respective interests; to this extent, the parties agree to provide insurance for their respective employees, conveyances, equipment, facilities, and instrumentalities, as appropriate.

VII.

Status of Parties

The parties do not have the relationship of partners, joint venturers, principal-agent or employer-employee; the parties are separate entities who enter into this Agreement for their respective benefit.

VIII.

Entire Agreement

A.

This Agreement contains the entire agreement between the parties relating to the rights granted herein and the obligations assumed herein, and supersedes any prior understandings, representations, memorandums or agreements regarding the service relationship that is the subject of this Agreement.

B.

Any oral representations or modification concerning this instrument shall be of no force or effect; this Agreement may be amended, provided that no amendment, modification or alteration of the terms of this Agreement shall be binding unless set forth in writing and signed by both parties.

IX.

Law Governing; Venue

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (AND WHERE APPLICABLE, THE LAWS OF THE UNITED STATES OF AMERICA); FURTHER, THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN CAMERON COUNTY, TEXAS.

X.

Waiver

Any waiver by any party of any default under or breach of this Agreement shall not constitute a continuing waiver of such default or breach, or a waiver of our permission for (express or implied) any other or subsequent default or breach.

XI.

Assignment

This Agreement shall not be assigned in whole or in part by any party without the approval of CCECD, set forth in writing and signed by those parties; any assignee will be bound by the terms of this agreement.

XII.

Warranties or Representations

A.

ALL PARTIES TO THIS AGREEMENT SPECIFICALLY ACKNOWLEDGE THAT NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IS BEING MADE BY ANY PARTY IN CONNECTION WITH THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, except as set forth in this instrument.

B.

TO THE EXTENT ALLOWED BY LAW, ALL PARTIES AGREE TO RELEASE AND HOLD HARMLESS ALL OTHER (PARTIES) FOR ANY AND ALL CLAIMS ARISING FROM THE ENTRY INTO, THE EXECUTION OF, THE ENFORCEMENT OF, OR THE INTERPRETATION OF THIS AGREEMENT.

XIII.

Parties Bound

This Agreement shall be binding upon inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors and assigns, as appropriate; however, there are no third-party beneficiaries to this Agreement.

XIV.

Notice

A.

Any notice to any party shall be in writing and sent by certified or registered mail, telefax, courier or hand-delivery, addressed to that party as set forth above or as listed on **Schedule A** attached hereto, or such other address as may be designated, in writing.

B.

Any such notice shall be deemed to have been given as of the date that the notice is deposited in the United States Mail, postage prepaid, or sent by telefax, courier or hand-delivery.

XV.

Arbitration

A.

ANY DISPUTE, CONTROVERSY OR CLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION OR INVALIDITY THEREOF, SHALL BE SETTLED (EXCEPT WHERE THE PARTIES HERETO RESOLVE ANY SUCH DISPUTE, CONTROVERSY OR CLAIM BY AGREEMENT) BY ARBITRATION ONLY (I.E. ANY SUCH DISPUTE, CONTROVERSY OR CLAIM WILL NOT BE RESOLVED BY OR THROUGH ANY COURT OR JUDICIAL PROCEEDING, AND FURTHER, THERE SHALL BE NO PRE-TRIAL DISCOVERY) IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THIS DOES NOT REQUIRE THE USE OF SUCH ASSOCIATION), USING ONE ARBITRATOR, TO BE SELECTED BY AGREEMENT OF THE PARTIES, SUCH ARBITRATION TO BE CONDUCTED IN BROWNSVILLE, CAMERON COUNTY, TEXAS, IN THE ENGLISH LANGUAGE, AND A JUDGEMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

B.

If any proceeding is initiated to resolve a dispute arising under or relating to this Agreement by either of the parties hereto, it is expressly agreed that the prevailing party shall be entitled to recover from the other party reasonable attorney fees, costs and expenses, in addition to any other (including but not limited to declaratory, or injunctive or monetary) relief that may be awarded.

XVI.

Invalidity

A.

If any term, provision, covenant or condition of this Agreement is held by the said arbitrator to be invalid/illegal or unenforceable, the remainder of those provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated.

B.

It is the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is held to be invalid, illegal or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as is possible which shall nevertheless be valid, legal and enforceable.

XVII.

Construction of Instrument

A.

Each of the parties hereto has counsel or has had the opportunity to be represented by counsel in regard to the negotiation and drafting of this Agreement; accordingly, this Agreement shall not be construed in favor of any party.

B.

As used in this Agreement, whenever the context so indicates, (1) the masculine, feminine or neutral gender, (2) the singular or plural number, and (3) the individual or corporate capacity, shall each be deemed to include the others.

C.

It is the specific intention of the parties to this Agreement that this Agreement constitutes a final and executed instrument binding upon all parties to the said instrument. This Agreement will be governed by the laws of the State of Texas.

XVIII.

Authority

A.

The parties to this Agreement warrant and represent that (1) the signatories below are authorized to act on behalf of the respective party to this instrument, (2) the signatories have been authorized to execute this instrument by the said parties in accordance with the requisite corporate formalities of each such party, (3) the execution of this instrument by the said signatories constitutes the binding act of each such party to this instrument, and (4) the execution of this instrument and the adoption of same by each party is authorized by law.

B.

CCECD, STECF CAMCO, VMUD2, along with the PSAPs, hereby certify that pursuant to the respective legal authority under which each party was formed, each party is authorized to enter into this Agreement.

XIX.

Compliance with Law

The parties will act, at all times, in compliance with all pertinent and applicable laws.

XX.

Force Majeure

In the event that any party is prevented from performing or completing performance of its respective obligations under the terms of this Agreement by "Acts of God" or the elements (including hurricane, explosion, flood, epidemic or pandemic), transmission failure, war, terrorism, civil strife or other violence or any other occurrence whatsoever which is beyond the control of the parties, then that party shall be excused from any further performance of its obligations and undertaking under this

Agreement, provided that, in the event that any such performance is only interrupted or delayed , the affected party shall only be excused from that performance for that period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

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EFFECTIVE this 18th day of June, 2025 in Harlingen, Texas.

SIGNATURES ON NEXT PAGE

**Cameron County Emergency
Communication District**

Mario Prado

Mario Prado, President
June 18th, 2025

**South Texas Emergency
Care Foundation**

William "Bill" Aston
Executive Director
June 18th, 2025

CAMERON COUNTY, TEXAS

Eddie Trevino, County Judge
_____, 2025

CITY OF BROWNSVILLE, TEXAS

John Cowen, Mayor
_____, 2025

CITY OF HARLINGEN, TEXAS

Norma Sepulveda, Mayor
_____, 2025

CITY OF LA FERIA, TEXAS

Olga H. Maldonado, Mayor
_____, 2025

CITY OF LOS FRESNOS, TEXAS

Alejandro Flores, Mayor
_____, 2025

CITY OF PORT ISABEL, TEXAS

Martin Cantu, Jr., Mayor
_____, 2025

CITY OF SAN BENITO, TEXAS

Ricardo Guerra, Mayor
_____, 2025

TOWN OF SOUTH PADRE ISLAND, TEXAS

Patrick McNulty, Mayor
_____, 2025

Valley Municipal Utility District No. 2

Roger Nelson, President
_____, 2025

Schedule A
TO MASTER USE AGREEMENT DATED JUNE 18TH, 2025

I.

Cameron County Jurisdictions/Users

A.

Cameron County Emergency Management Office "CAMCO"
964 E. Harrison, Floor 2
Brownsville, Texas, 78520

B.

Valley Municipal Utility District No. 2
100 Hidalgo Ave.
Rancho Viejo, TX 78575

II.

Primary PSAP/Dispatching Centers in Cameron County

A-1

1.	Brownsville Police Department	600 E. Jackson St., Brownsville, Texas 78520
2.	Cameron County Sheriff Office	7300 Old Alice Rd., Olmito, Texas 78575
3.	Harlingen Police Department	306 N. Loop 499 Harlingen, Texas 78550
4.	La Feria Police Department	115 E. Commercial St., La Feria, Texas 78559
5.	Los Fresnos Police Department	200 N. Brazil, Los Fresnos, Texas 78566
6.	Port Isabel Police Department	110 W. Hickman St., Port Isabel, Texas 78578
7.	San Benito Police Department	601 N. Oscar Williams Rd., San Benito, Texas 78586
8.	South Padre Island Police Department	4601 Padre Blvd, South Padre Island, Texas 78597

A-2

Secondary PSAP/Dispatching Centers in Cameron County

1.	South Texas Emergency Care Foundation (STECF)	1705 Vermont Ave., Harlingen, Texas, 78550
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Schedule B
TO MASTER USE AGREEMENT DATED JUNE 18TH, 2025

State of Texas §

§

County of Cameron §

**ORDER #2025-03 OF THE BOARD OF MANAGERS OF
THE CAMERON COUNTY EMERGENCY COMMUNICATION DISTRICT**

BE IT RESOLVED that on the 18th day of June, 2025, the Board of Managers of the Cameron County Emergency Communication District (CCECD) convened, and the following item was placed on the Agenda of the Board for such meeting, pursuant to Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), to be considered:

"Consideration and possible action to approve of the Master Use Agreement for the Cameron County Emergency Communication District (CCECD) Emergency Notification System, allowing for all PSAPs to utilize and initiate warning notifications using the Notification System (ENS) (OnSolve CodeRed) System."

WHEREAS, in accordance with Section 772.307 of the Texas Health & Safety Code (Powers and Duties of Board [authorizing the Board to "adopt rules for the operation of the district"]), the Board established a Notification System (ENS) in Cameron County, for certain emergencies, utilizing the 9-1-1 Emergency Telephone Number Service (ETNS) in Cameron County, allowing for telephone line users/owners to be notified through their telephone of emergency situations, through the 9-1-1 ETNS. Resolution Order #2009-1 dated April 15, 2009.

WHEREAS, the CCECD Board, upon consideration of the proposal, finds that the Amended ENS Protocols and User Agreements should be updated and renewed in Cameron County and adopted by the CCECD Board, to allow for all parties to the Agreement, including all PSAP's, to initiate notifications through the ENS.

NOW, THEREFORE, upon a Motion duly made, seconded and voted upon, IT IS (unanimously) ORDERED that the Board of Managers of the Cameron County Emergency Communication District (CCECD), established, pursuant to the predecessor to Subchapter D of Chapter

772 of the Texas Health & Safety Code, to initiate and operate the ETNS to provide the public with timely emergency aid in Cameron County, pursuant to the CCECD Board's authority to issue orders (rules) under Section 772.307 of the Texas Health and Safety Code, hereby authorizes the Master Use Agreement, as amended, and the amendment of the ENS Protocol for the established ENS in Cameron County. The adopted Master Use Agreement and corresponding protocols are attached hereto as **Exhibit "A."**

IT IS ORDERED that this Order (#2025-03) be filed in the Minutes of the CCECD Board of Managers, and that a duplicate of this order be presented (as soon as possible) to all parties to the Master Use Agreement as identified therein.

EFFECTIVE this 18th day of June, 2025 in Harlingen, Texas.

Cameron County Emergency
Communication District (CCECD)

BY: Mario Prado
Mario Prado, President CCECD Board

ATTEST:

Valentin Ramirez, Secretary CCECD Board

EXHIBIT A to CCECD Order #2025-03
Schedule C TO MASTER USE AGREEMENT
DATED JUNE 18TH, 2025

CODE RED® EMERGENCY NOTIFICATION SYSTEM
Protocol
(Cameron County, Texas)

Updated: June 18th, 2025

I.

Introduction

A.

At the request of various participating jurisdictions as specifically identified in the Master Use Agreement (hereinafter "Participating Jurisdiction"), the Cameron County Emergency Communication (9-1-1) District ("CCECD") agreed to expand the Emergency Telephone Number Service ("ETNS") to include the provision of an Emergency Notification System ("ENS"), using **ONSOLVE (CodeRED®)** technology; the following provisions set forth the rules or procedures governing the ENS implemented by CCECD for Cameron County, using **ONSOLVE (CodeRED®)** Technology.

B.

The Participating Jurisdictions in the ETNS are not required to use the ENS to provide early warning notifications to their residents; those Participating Jurisdictions that do use the ENS, however, agree to use the ENS according to the "protocol" (i.e., procedures or regulations) set forth herein.

C.

The ENS is an additional tool available to Participating Jurisdictions for the protection of their residents and not in lieu of other existing tools, as the ENS is for emergencies only; thus, the efficient use of a shared and scarce resource mandates that the ENS be reserved for use in life-threatening emergencies that require rapid notification of large number of people.

D.

The determination of what constitutes an emergency qualifying for the use of the ENS is to be made by each Participating Jurisdiction, subject to this Protocol, and examples of such emergencies include, but are not limited to, the following:

Hazardous Material Problems,
Chemical Release,
Explosions,
Natural Gas Leak,
Hazardous Weather (Hurricane, Tornado, Severe Storm,
Flooding),
Medical Epidemic,
Riot/Military Action,
Terrorist Act, and
Boil Water Notice

As there is great caution in the use of the 9-1-1 ETNS by people so as not "tie up" 9-1-1 lines for non-emergency reasons, the participating jurisdictions must strictly adhere to the "emergency use only" requirement so as to not "tie up" or use the ENS with or for any non-emergency use.

CCECD reserves the right, within its reasonable discretion, to determine that a Participating Jurisdiction is not using the ENS for appropriate "emergency use", and to terminate the Participating Jurisdiction's use of the ENS pursuant to the Master Use Agreement, upon written notice.

II

Pre-Initiation Requirements

A.

Prior to any initiation of the ENS, a participating jurisdiction is responsible for the following:

- 1) Completing a registration form identifying who within the jurisdiction is assigned to launch CodeRED® ENS notifications ("Authorized Representative"), and providing a copy to CCECD.
- 2) Confirming to CCECD that the jurisdiction has established its own protocol, policies and procedures as to those governmental personnel authorized to request initiation of the ENS for the participating jurisdiction, and the protocol, policies and procedures to be utilized.
- 3) Completing CCECD provided training, in conjunction with the establishment of the participating jurisdiction's (own) protocols.
- 4) Completing Onsolve's CodeRED® Launch Training, in order to be familiarized with the system prior to initiating an ENS notification.

- 5) Agreeing that the participating jurisdiction requesting initiation of the ENS will be referred to as the "initiator" of the ENS notification, and that said initiator shall be solely responsible for complying with all protocols prior to sending out the ENS notification, and shall be solely responsible for any issues, including liability, that may arise out of sending the ENS notification.

B.

CCECD shall be responsible for the following:

- 1) Issuing ID codes and personal passwords for those Authorized Representatives to initiate the ENS for a Participating Jurisdiction (see Paragraph II.A.1. above); personal passwords are valid indefinitely, subject to change, when deemed to be necessary by CCECD.
- 2) Setting the number of attempts for call completion CCECD must make before a specific call is abandoned, which number will be set with input from CCECD's participating jurisdictions, but the ultimate decision will be made by CCECD's Board; the designated number of attempts must be the same for all jurisdictions participating in the ENS.
- 3) Providing general technical support, and program oversight.

III.

Initiation

A.

Upon a determination of an appropriate emergency warranting the use of the ENS system, the Participating Jurisdiction will be solely responsible for logging into the ENS system through their Authorized Representative and shall "launch" the ENS notification, to the Participating Jurisdiction's residents. **Again, the ENS is to be used only for emergency situations.**

B.

A Participating Jurisdiction shall request that an area be notified based on a determined polygon, an intersection and specific radius, or address and specified radius. Participating Jurisdiction is solely responsible for determining the area to be notified, and inputting it into the ENS system.

C.

A Participating Jurisdiction will request the use of a pre-recorded message or of a dynamic message, which will be entered, in the ENS system; examples of pre-recorded messages (which will be available in English and Spanish) include, but are not limited to the following:

- 1) "THIS IS AN EMERGENCY MESSAGE. A CHEMICAL SPILL HAS OCCURRED IN YOUR AREA. YOU ARE INSTRUCTED TO SHELTER IN PLACE."
- 2) "THIS IS AN EMERGENCY MESSAGE. A CHEMICAL SPILL HAS OCCURRED IN YOUR AREA. YOU ARE INSTRUCTED TO EVACUATE THE AREA."

D.

Any Authorized Representative designated by their jurisdiction can initiate the notification in the ENS system, modify the initiation, or end the initiation.

E.

An incomplete call will be re-tried according to the number of attempts authorized in Paragraph II.B.2. above.

F.

When a telephone with a "Caller ID feature" receives an ENS call the phrase "CAMERON 911" or a phone number of 1-866-419-5000 will appear on the "Caller ID" screen. For text messages, the message will come from "76993."

G.

When all of the said calls have been completed, the ENS System will notify the Participating Jurisdiction(s) that requested the initiation. The Participating Jurisdiction should, reasonably promptly after the launch, notify CCECD of the initiation of an ENS notification launch.

IV.

Security

A.

The ENS System will require the Participating Jurisdictions identification codes and personal passwords for the purpose of validating the request for an initiation of the ENS. Participating Jurisdiction is solely responsible for having all identification codes and personal passwords readily available in the event of the need for an emergency notification to be sent through the ENS System.

B.

Periodically, CCECD will verify Authorized Personnel with the participating jurisdiction(s).

V.

Payment

This paragraph is intentionally blank.

VI.

Initiation Follow-Up

A.

The use of the ENS will generate a variety of reports; these reports will be made available to the Participating Jurisdiction(s); which reports are to include criteria set forth in **Exhibit 1**, attached hereto and incorporated by reference.

B.

These reports may be sent to the Participating Jurisdiction(s) via e-mail, telefax, regular mail or hand-delivery.

VII.

Training/Public Education

A.

CCECD will provide call initiation protocols to the said Participating Jurisdiction(s), as referred to in Paragraph II. (Pre-Initiation Requirements - II and Initiation - III above.)

B.

CCECD will train appropriate personnel from each Participating Jurisdiction in all phases of the proper procedure to be used for a Participating Jurisdiction to directly request initiation of an emergency notification through the ENS system.

C.

Each Participating Jurisdiction will be responsible for training its own personnel about these procedures.

D.

CCECD, in conjunction with Participating Jurisdictions will provide public education on the existence and use of the ENS (i.e., **ONSOLVE (CodeRED®)**).

VIII.

Updates to ENS Protocol

The CCECD Board of Managers shall continue to periodically review the ENS (i.e., **ONSOLVE (CodeRED®)**) and make recommendations for new or changed procedures in this protocol, which will be addressed by the Board, with the input of the Director of Communication; such recommendations will be submitted to the Participating Jurisdiction for (their) response, and finally, to the CCECD Board for formal approval and adoption, although the final decision as to any changes to this Protocol is to be made by the CCECD Board.

IX.

General Provisions

A.

CCECD, acting by and through its Board of Managers (its governing body), avers that NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IS BEING MADE BY ANY PARTY IN CONNECTION WITH THE EXECUTION OF OR PERFORMANCE UNDER THIS PROTOCOL.

B.

THIS PROTOCOL SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (AND WHERE APPLICABLE, THE LAWS OF THE UNITED STATES OF AMERICA); THE OBLIGATIONS AND UNDERTAKINGS OF ANY OF THE PARTIES TO THIS PROTOCOL SHALL BE PERFORMABLE IN CAMERON COUNTY, TEXAS.

C.

As used in this protocol, whenever the context so indicates, (1) the masculine, feminine or neuter gender, (2) the singular or plural number, and (3) the individual or corporate capacity, shall each be deemed to include the others.

Effective this 18th day of June, 2025

Cameron County Emergency
Communication District (CCECD)

Mario Prado

Mario Prado, President CCECD Board

ATTEST:

Valentin Ramirez, Secretary CCECD Board

Exhibit 1

TO THE CODE RED® EMERGENCY NOTIFICATION SYSTEM PROTOCOL dated June 18th, 2025.

The Summary Reports supplied to participating jurisdictions (in the event of initiation) will contain the following:

- Call Success Report
- Event Ended
- Expiration Date
- Voice Minutes Used
- Emails
- Phone Calls
- Text Messages
- TDD
- Languages
- Translation Contacts
- Attempted Calls
- Number Reached
- Number Not Reached
- Launch ID
- Event date and time began
- Identity of the Initiator of the ONSOLVE Identity of the Initiator of the **ONSOLVE (CodeRED®)** Notification System

Schedule D
TO MASTER USE AGREEMENT DATED JUNE 18TH, 2025

EMERGENCY NOTIFICATION SYSTEM
(ENS) CALL
INITIATION PROTOCOL MANUAL
(CAMERON COUNTY, TEXAS)

Introduction

The **ONSOLVE (CodeRED®)** Emergency Notification System ("CodeRed" or "ENS") is an emergency notification system that is capable of providing critical incident notifications to wire-line, cellular or Voice over Internet Protocol (VoIP) telephones within the boundaries of Cameron County. The **CodeRED®** System utilizes the Cameron County Emergency Communication District ("CCECD") 9-1-1 Automatic Location Identification (ALI) feature of AT&T's database in conjunction with its own polygon mapping applications to launch critical alerts. Wireless numbers are maintained by the user through a self-registration portal. When new wireless telephone service is activated in Cameron County, the resident desiring to receive the **CodeRED®** System's Emergency or Disaster Alert Notifications is required to login to **CodeRED®** via the CCECD website or by contacting (855) 879-1911 to register their phone number or update their information. CCECD staff will validate the resident's information for approval. Other **CodeRED®** system alerts such as Hazmat, SWAT, Fire, Epidemic, etc., will use a combination of the ALI database and emergency/disaster alert registered numbers to inform residents of those particular crisis situations. Periodically, the ALI database will be sent to the **CodeRED®** System servers by CCECD in order to synchronize database accordingly.

CodeRED® System Utilization

It is essential to understand that the **CodeRED®** System is an additional tool available within Cameron County for the protection of its residents, and is not a substitute for other existing emergency reporting or response tools. The **CodeRED®** System is only to be used for **Major Emergencies** which impact multiple entities or residents within specific geographic areas as determined by emergency dispatch and response agency. Examples of such emergencies include, but are not limited to the following: Chemical Release, Lost or Abducted Child, Explosion, Natural Gas Leak, Dangerous Suspect in Certain Area, Wide Spread Fires, and Boil Water Notices.

Just as residents should take great caution in using the 9-1-1 system so as not to overburden it for non-emergency reasons, those authorized to "launch alerts" must adhere to the "major emergency-use-only" requirement so as not to overload the system with less than "major impact" emergencies. Overutilization of the **CodeRED®** System could also result in a lack of attention and response by residents who may receive numerous (unnecessary) alert calls. The **CodeRED®** System is not intended for use as a public announcement or information system, except as for major emergencies as described above.

A. Pre-activation requirements

1. Prior to the activation of the **CodeRED®** System, each agency authorized to "launch" a **CodeRED®** System notification is responsible for the following:
 - a. Identifying authorized individuals who will be assigned to launch the alerts. All participating jurisdictions will have **CodeRED®** System "Alert Launch Authority" on a 7 day/week, 24 hours/day, 365 day/year basis. In addition, Cameron County (CAMCO) will also have direct authority to launch these alerts, and will have exclusive authority for notifications related to a County-wide emergency only.
 - b. Each participating jurisdiction must be able to identify the exact geographical area that is impacted by a crisis situation.
 - c. Prior to being authorized to launch **CodeRED®** System Notification, all pertinent agencies must complete CCECD **ONSOLVE (CodeRED®)** ALERT System training.
2. CCECD shall be responsible for the following:
 - a. Entering and maintaining in the **CodeRED®** System the names of the **CodeRED®** System "Alert Launch Authorized Personnel". Requests made from a person who is not authorized will not be accepted. Requests by Texas DPS or other state officials will utilize the statewide emergency communications system, as appropriate.
 - b. Administering the **CodeRED®** Systems application, databases and security, but this does not include **CodeRED®** System "launch" responsibilities, except in extreme circumstances (i.e., when the other "Launch Authorities" are unable to meet the said criteria).

- c. Providing updates and statistics to pertinent agencies as to the use of the **CodeRED®** System notifications in order to track the System's effectiveness.

B. Activation

1. The agencies authorized to launch the **CodeRED®** Systems notification will be the Dispatch Centers at the eight Primary PSAPs in Cameron County (which does not include STECF) and CAMCO, acting through 1.) the Cameron County Judge; 2.) the Authorized Personnel of the Cameron County Office of Emergency Management; or 3.) the Authorized Personnel from the Sheriff's Office. Alerts, as required, will be launched in consultation with the dispatch authorities of Cameron County law enforcement, fire suppression and prevention, emergency medical services and health agencies, depending on the type of alert required and the location of the emergency. In all cases, the participating jurisdiction issuing an alert should notify other dispatch centers and other "Alert Launch Authorities" of the action, in order to avoid confusion in responding to an emergency, taking into account that in the event of a County wide emergency, all such launches are subordinate, at that time, to CAMCO acting through the Cameron County Emergency Management Division.
2. Alert Launch Authorized personnel are responsible for the security of their individual launch codes, and must assure that the codes are not shared or distributed to unauthorized individuals. Each dispatching department will determine appropriate dispatching action, based on their own codes of conduct, should a code security infraction or breach occur.
3. An emergency must be significant and severe, in terms of public health or safety, to warrant the activation of the **CodeRED®** Notification System. Examples include but are not limited to hazardous material releases, fires, active shooters, etc.

The participating jurisdiction seeking to send a notification using the CodeRED® Emergency Notification System should login to their independent user name and password to access the CodeRED® System.

- a. Activation message should be no more than 30 seconds in length, and not exceed 60 seconds. Message exceeding 30 seconds in length will affect system performance and result in less successful call deliveries.

- b. The participating jurisdiction issuing a notification through the **CodeRED®** Emergency Notification System should be careful to word messages in a precise manner, within the parameters described above.
4. A participating jurisdiction will be able to use a pre-recorded message or scenario. The System also supports texting and e-mail alert messages. Examples of pre-recorded messages are as follows:
 - a. "THIS IS AN EMERGENCY MESSAGE FROM CAMERON COUNTY THAT MAY AFFECT YOUR AREA."
 - OR**
 - b. "THIS IS AN EMERGENCY MESSAGE. A CHEMICAL SPILL HAS OCCURRED IN YOUR AREA. YOU ARE INSTRUCTED TO SHELTER IN PLACE."
5. An unsuccessful call will be re-tried three times, using default parameters established within the **CodeRED®** Emergency Notification System.

C. Security

1. CCECD will appoint an "overall" **CodeRED®** Emergency Notification System Administrator, who will provide necessary training and logins to Authorized Launch Personnel from the participating jurisdictions.
2. The participating jurisdictions should maintain an updated list of the **CodeRED®** Emergency Notification System's Alert Launch Authorized Personnel for the pertinent situation and should use secure methods to protect sensitive **CodeRED®** System information pertaining to launch requests and activation.
3. CCECD has "overall security administration responsibility" for the **CodeRED®** Systems application and is the only entity authorized to administer **CodeRED®** System access and certification.

D. Activation Follow Up

1. The **CodeRED®** System can generate a variety of reports for each Launch Authority. These reports are available, within the scope of authorization, for the release of **CodeRED®** System information. Examples of reports available via the **CodeRED®** System, include but are not limited to the following **CodeRED®** System Reports: Call Success Report.

2. CCECD will produce Alert Reports as needed to track the use of the System for major emergency situations.

E. Training/Public Education

1. CCECD will provide Call Activation Protocols to participating jurisdictions only.
2. CCECD will train appropriate personnel, from each Authorized Launch Center, about all phases of the proper procedures to complete an alert activation.
3. CCECD, in conjunction with the said participating jurisdictions, will provide "public education" on the existence and use of the **CodeRED** System (as augmented by the CCECD Public Education Program).

F. Updates to the ONSOLVE (CodeRED®) System Call Initiation Protocol Manual

This Manual is a living document subject to changes agreed upon by all pertinent parties. As the **CodeRED**® System in Cameron County matures through use, changes to this Manual may be required to make the operational and administrative process more efficient. As such, the following "changes" to this Manual will be available:

1. Ordinary changes: **CodeRED**® System users can make recommendations for new or changed protocols/procedures. These recommendations will be processed through the CCECD **CodeRED**® System Administrator, and such recommendations will be submitted to the participating jurisdiction for review, and finally to the CCECD Board of Managers for Approval and adoption, in accordance with CCECD Orders, Protocols and Agreements.
2. Special changes: CCECD reserves the right to make changes to these protocols as circumstances dictate. In this regard, CCECD's decision about the need for changes may be dictated by upgrades to the **CodeRED**® System application, command and input changes, and the like. CCECD will keep all pertinent agencies informed of such changes and will revise the said training, as required.
3. CCECD makes every effort to provide the most advanced notification system that is available; however, since many factors are beyond CCECD's control, **no guarantee or warranty of any kind whatsoever** is made that the System will be available or will perform successfully every time.

G. Master Use Agreement

This (Specific) Call Initiation Protocol Manual is addressed in the CCECD Emergency Notification System (ENS) Master Use Agreement; further, this Manual appears as **Schedule D** to that Agreement, and constitutes as part of that Agreement.

TO MASTER USE AGREEMENT DATED JUNE 18TH, 2025

29 | Page

the "local" political subdivision of the State, which is Cameron County, by and through the Cameron County Judge.

WHEREAS, in light of that legal requirement and standard, the CCECD Board of Managers, on behalf of CCECD, hereby confirms that for a County-wide (or large-scale) emergency situation, for the purpose of operation of emergency communications throughout the County, through the ETNS, and for the specific purpose of the operation of the (**CodeRED®**) ENS, all such emergencies are to be coordinated by and through the Cameron County Judge and the Cameron County Emergency Management Division, which refers to and binds all area municipalities and other participating jurisdictions and agencies.

NOW, THEREFORE, upon motion duly made, seconded and voted upon (unanimously), it is RESOLVED that CCECD Board hereby confirms that for a County-wide (or large-scale) emergency and for the purpose of the operation of emergency communications throughout Cameron County and through the ETNS, and for the specific purpose of the operation of the (**CodeRED®**) ENS, all such emergencies are to be coordinated by and through the Cameron County Judge and the Cameron County Emergency Management Division (as regards all area municipalities and other participating jurisdictions and agencies); further, it is RESOLVED that this Resolution be recorded in the Minutes of this Board, and that a duplicate of this Resolution be presented to the representatives of the "government" of Cameron County and any other party requesting the same.

Dated this 18th day of June, 2025.

CAMERON COUNTY EMERGENCY
COMMUNICATION DISTRICT (CCECD)

BY: Mario Prado
Mario Prado, President CCECD Board

ATTEST:

ATTEST:

Valentin Ramirez, Secretary CCECD Board