

**INTERLOCAL AGREEMENT 2026-2027 BETWEEN
THE RIO GRANDE VALLEY EMERGENCY COMMUNICATION DISTRICT 9-1-1 AND
PUBLIC SAFETY ANSWERING POINTS ("PSAPS")
FOR 9-1-1 SERVICE**

AMENDMENT TO SECTION 1: Parties and Purpose

1.1 The Rio Grande Valley Emergency Communication District 9-1-1 (known as "RGV 9-1-1") is a regional emergency communications authority and a political subdivision of the State of Texas organized under the Texas Health and Safety Code, Chapter 772, Subchapter H, through the passage of resolutions by County Commissioners Courts and City Councils within the District's service area encompassing Hidalgo and Willacy Counties.

1.2 The following municipalities (collectively referred to herein as "Public Agencies") are local governments that operate one or more Public Safety Answering Points ("PSAPs") or otherwise participate in the RGV 9-1-1 system:

- City of Alamo Police Department for 9-1-1 Service
- City of Alton Police Department for 9-1-1 Service
- City of Donna Police Department for 9-1-1 Service
- City of Edinburg Police Department for 9-1-1 Service
- City of Elsa Police Department for 9-1-1 Service
- City of Hildalgo Police Department for 9-1-1 Service
- Hildalgo County Sheriff's Office for 9-1-1 Service
- City of McAllen Police Department for 9-1-1 Service
- City of Mercedes Police Department for 9-1-1 Service
- City of Mission Police Department for 9-1-1 Service
- City of Palmview Police Department for 9-1-1 Service
- City of Pharr Public Safety Communications for 9-1-1 Service
- City of Raymondville Police Department for 9-1-1 Service
- City of San Juan Police Department for 9-1-1 Service
- City of Weslaco Police Department for 9-1-1 Service

Each Public Agency is a signatory to this Agreement, and, for purposes of this Agreement, all rights, duties, and obligations assigned to "Public Agency" shall apply equally to each listed municipality.

1.3 This Interlocal Agreement is entered into between the Rio Grande Valley Emergency Communication District 9-1-1 and the Public Agencies under Texas Government Code Chapter 791 so that the Rio Grande Valley Emergency Communication District 9-1-1 can operate and maintain the system utilized for the provision of 9-1-1 and NG9-1-1 emergency communication services. For purposes of carrying out the Rio Grande Valley Emergency Communication District 9-1-1 duties and obligations under this Agreement, the parties understand and agree that references to the Rio Grande Valley Emergency Communication District 9-1-1 include its employees, telecommunicators, directors, officers, agents, and their representatives individually, officially, and collectively.

SECTION 2: RIGHTS AND DUTIES OF THE PUBLIC AGENCY

The Public Agency that operates Public Safety Answering Points (PSAP) agree:

2.1 FINANCIAL/INSURANCE

- 2.1.1** The Public Agency shall reimburse the Rio Grande Valley Emergency Communication District 9-1-1 for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by Public Agency employees or other persons granted access to the PSAP. This provision does not include ordinary wear and tear of day-to-day use of the equipment.
- 2.1.2** The Rio Grande Valley Emergency Communication District 9-1-1 may seek reimbursement of 9-1-1 funds if 9-1-1 funding were used in noncompliance with Applicable Law.
- 2.1.3** Such reimbursement of 9-1-1 Funds to the Rio Grande Valley Emergency Communication District 9-1-1, as applicable, shall be made by the Public Agency within 60 days after demand by the Rio Grande Valley Emergency Communication District 9-1-1 unless an alternative repayment plan is approved by the Rio Grande Valley Emergency Communication District 9-1-1.

2.2 EQUIPMENT AND INVENTORY

- 2.2.1** The Rio Grande Valley Emergency Communication District 9-1-1 shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law and shall provide a copy to the Public Agency for insurance purposes (refer to Attachment A).
- 2.2.2** The Rio Grande Valley Emergency Communication District 9-1-1 will be responsible for tagging and identification labels for all 9-1-1 equipment.
- 2.2.3** Public Agency shall report any lost, stolen, or nonfunctioning equipment in writing to the Rio Grande Valley Emergency Communication District 9-1-1 immediately upon discovery.
- 2.2.4** Public Agency shall notify the Rio Grande Valley Emergency Communication District 9-1-1 in writing 30 days in advance of disposition of equipment due to obsolescence, failure, or other planned replacement.
- 2.2.5** Public Agency must meet minimum requirements for average call volumes in order to maintain/add additional call taking positions (Refer to Attachment B.)

2.3 SECURITY

- 2.3.1** The Public Agency shall protect Rio Grande Valley Emergency Communication District 9-1-1 provided equipment by implementing measures that secure the premises (including equipment/back room) of its PSAP against unauthorized entrance or use.
- 2.3.2** The Public Agency shall operate within local standard operating procedures and take appropriate security measures as may be necessary to ensure that non-approved third-party software applications cannot be integrated into the PSAPs Call Handling Equipment or workstations.

- 2.3.3** The Public Agency shall refrain from attaching or integrating any hardware device (i.e., external storage devices) or software application without the prior written approval of the Rio Grande Valley Emergency Communication District 9-1-1. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by the Rio Grande Valley Emergency Communication District 9- 1-1.
- 2.3.4** Do not directly contract with vendors whose systems are required to integrate with the 9-1-1 system without prior review and approval from NCT9-1-1.
- 2.3.5** The Rio Grande Valley Emergency Communication District 9-1-1 and the Public Agency agree to adhere to Health and Safety Code, Section 772.002(C), Confidentiality of Information.
- 2.3.6** The Rio Grande Valley Emergency Communication District 9-1-1 ensures section 5.2 CJIS Security Awareness Training requirements in the CJIS Security Policy are met. The Rio Grande Valley Emergency Communication District 9-1-1 Administrators shall document, maintain, and keep current a Level Four Security. These personnel have unescorted access to a physically secure location. <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>. Rio Grande Valley Emergency Communication District 9-1-1 shall adhere to any background checks requested by the Public Agency or provide the Public Agency with current CJIS certification documents.
- 2.3.7** The Public Agency shall allow 24-hour access to the 9-1-1 equipment for audits, repairs, and maintenance services, as required or needed by the Rio Grande Valley Emergency Communication District 9-1-1 Administrators.
- 2.3.8** The Public Agency shall provide (2) two access cards OR (1) one physical key to maintaining the 24-hour access compliance. Failure to do so may result in ineligibility by the Rio Grande Valley Emergency Communication District 9-1-1.

2.4 MAINTENANCE

- 2.4.1** Rio Grande Valley Emergency Communication District 9-1-1 and the Public Agency shall ensure areas, where the Rio Grande Valley Emergency Communication District 9-1-1 equipment is installed are clean, clear of clutter, and allows for unobstructed access by the Rio Grande Valley Emergency Communication District 9-1-1 Administrators.
- 2.4.2** Public Agency must provide a minimum of two-weeks notice in writing to the Rio Grande Valley Emergency Communication District 9-1-1 regarding any maintenance that could adversely affect 9-1-1 operations.
- 2.4.3** The Public Agency must provide at least a 48-hour notice in writing to Rio Grande Valley Emergency Communication District 9-1-1 before work commences on any scheduled maintenance regarding commercial power backup generators. Failure to do so will result in ineligibility by the Rio Grande Valley Emergency Communication District 9-1-1.
- 2.4.4** The Public Agency must notify the Rio Grande Valley Emergency Communication District 9-1-1 of technical issues immediately upon discovery. The Public Agency will utilize one of the following methods:
- a. Via telephone by calling (956) 682-3481 Ext. 174 and/or email to helpdesk@rgv911.org
 - b. Calling WSC (800) 414-2738 and/or email support@wsc911.com

2.4.5 The Rio Grande Valley Emergency Communication District 9-1-1 shall perform generator function tests automatically every month and conduct a load test at least once a year, to ensure that all the Rio Grande Valley Emergency Communication District 9-1-1 equipment remains functional under 9-1-1 generator power.

2.5 TRAINING

2.5.1 The Rio Grande Valley Emergency Communication District 9-1-1 shall provide telecommunicators access to emergency communications equipment training as approved by the Rio Grande Valley Emergency Communication District 9-1-1 training staff, or as determined by the Public Agency.

2.5.2 The Public Agency shall notify the Rio Grande Valley Emergency Communication District 9-1-1 in writing or email of any new 9-1-1 telecommunicator by listing their full name, date of hire, and PID#. The following link shall be used for PSAP staff changes: <https://www.rgv911.org/pages/request>

2.5.3 The Public Agency shall ensure new telecommunicators are scheduled for Power 9-1-1 training within 120 days of their hire date. If a PSAP chooses to train its personnel, a copy of the agency's approved Learning Objectives and Lesson Plan must be provided to the Rio Grande Valley Emergency Communication District 9-1-1.

2.5.4 The Public Agency shall ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCOLE and abide by the TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.5.5 Ensure that all telecommunicators abide by the TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.5.6 Schedule telecommunicators to receive 9-1-1 equipment training within 120 days of his/her hire date.

2.5.7 The Public Agency shall ensure that 9-1-1 PSAP Supervisors/Managers (or designee) attend the Board of Managers Meetings. The Rio Grande Valley Emergency Communication District 9-1-1 offers at least four quarterly meetings per year and a minimum attendance of three meetings per year are required for each PSAP.

2.5.8 The Public Agency shall ensure PSAP Telecommunicators, Training Coordinators, Supervisors/Managers, and other essential personnel identified by the Supervisor/Manager attend mandatory training associated with the implementation of new technology. This training is generally scheduled for specific dates and times.

2.5.9 The Public Agency shall ensure that all telecommunicators attend a 9-1-1 equipment and technology training refresher course every two years.

2.6 FACILITIES

2.6.1 The Public Agency shall meet prescribed equipment room requirements (Attachment A). Any expenses associated with this requirement are the responsibility of the Public Agency.

2.6.2 The Public Agency shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the Public Agency.

2.6.3 The Public Agency shall ensure areas with 9-1-1 equipment maintain a temperature between 65-78 degrees Fahrenheit.

- 2.6.4** The Public Agency shall ensure the 9-1-1 equipment room and communications area comply with the Americans with Disabilities Act of 1990. <https://www.ada.gov/law-and-regs/ada/>
- 2.6.5** The Public Agency shall provide access to the Rio Grande Valley Emergency Communication District 9-1-1 staff and contracted vendors that meet CJIS requirements on a 24/7/365 basis without prior notice.

2.7 MONITORING/REPORTING

- 2.7.1** The Rio Grande Valley Emergency Communication District 9-1-1 reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and the performance of the deliverables specified in this Agreement.
- 2.7.2** The Public Agency shall cooperate fully with all reasonable monitoring requests from the Rio Grande Valley Emergency Communication District 9-1-1 to assess and evaluate Public Agency's performance under this Agreement.
- 2.7.3** The Public Agency shall notify the Rio Grande Valley Emergency Communication District 9-1-1 of any actual, suspected, or credible threat, incident, or event impacting the Public Agency that is assessed as a Severity Level 3 (High) or greater, including but not limited to cybersecurity incidents, physical security threats, operational disruptions, or events that may affect the availability, integrity, or security of 9-1-1 services.

Notification shall occur as soon as practicable, but no later than 24 hours from identification of the incident or threat, by completing and submitting the Rio Grande Valley Emergency Communication District 9-1-1 Attachment C: (Cyber)Security Incident Reporting Form (CSIRF) or its successor form, in accordance with District reporting procedures. This notification requirement applies regardless of whether the incident directly impacts 9-1-1 systems at the time of discovery and is intended to ensure regional situational awareness, coordinated response planning, and continuity of emergency communications services.

2.8 MEDIA RELATION

- 2.8.1** The Public Agency must make every effort to communicate complete and accurate information in social media posts and/or interaction with the media, specifically as it relates to the Rio Grande Valley Emergency Communication District 9-1-1. Public Agencies must first coordinate with the Rio Grande Valley Emergency Communication District 9-1-1 before making comments on social media and/or speaking to the media regarding 9-1-1 technology and service or issues with the 9-1-1 service providers.

2.9 OPERATIONS

- 2.9.1** The Public Agency must sign and submit the contingent PSAP agreement, any changes to contingent PSAPs must be approved by the Rio Grande Valley Emergency Communication District 9-1-1.
- 2.9.2** The Public Agency shall provide a minimum of 90 days prior notice of any facility moves, adds, or changes that affect the 9-1-1 system at helpdesk@rgv911.org or by calling (956) 682-3481 Ext. 174. Failure to do so may result in ineligibility by the Rio Grande Valley Emergency Communication District 9-1-1.

- 2.9.3** The Public Agency at a minimum, provide dedicated 9-1-1 Licensed Telecommunicator(s) (TCs) to answer 9-1-1 calls 24/7/365, however, the required minimum number of TCs is based on the following:
- PSAP with one to three 9-1-1 workstations, at a minimum, must provide one TC.
 - PSAP with four to seven 9-1-1 workstations, at a minimum, must provide three TCs.
- 2.9.4** The Rio Grande Valley Emergency Communication District 9-1-1 recommends logging all TDD/TTY calls and test calls. Training and Testing of TDD/TTY will be the sole responsibility of the Public Agency.
- 2.9.5** The Public Agency shall notify the Rio Grande Valley Emergency Communication District 9-1-1 in writing at least 30 days prior to changing emergency services providers including medical, law enforcement, and fire.
- 2.9.6** The Public Agency shall report discrepancies with mapping to Rio Grande Valley Emergency Communication District 9-1-1 utilizing the tools in the dispatch mapping solution within 72 hours to the Rio Grande Valley Emergency Communication District 9-1-1.
- 2.9.7** The Public Agency shall ensure that all telecommunicators log into the 9-1-1 software at the beginning of his/her shift and logout at the end of his/her shift.
- 2.9.8** In accordance with Texas Health and Safety Code 772.619 (c), the 9-1-1 database information is not available for public inspection and cannot be released to the public. If a Public Information request specifies 9-1-1 database information, the Rio Grande Valley Emergency Communication District 9-1-1 must be notified within three (3) business days of the Public Agency receiving the request.
- 2.9.9** Rio Grande Valley Emergency Communication District 9-1-1 call recordings are a supplemental service that is provided to the Public Agency. The Rio Grande Valley Emergency Communication District 9-1-1 maintains a 365-day retention period for 9-1-1 call recordings.
- 2.9.10** 9-1-1 calls are deemed a matter of public record, The Public Information Act (PIA) makes these records available to the public. Requests for copies of such calls should be directed to the agency that took the call. (i.e Police Department) <https://www.texasattorneygeneral.gov/open-government/members-public/overview-public-information-act>
- 2.9.11** It is the responsibility of the Public Agency to maintain their present emergency dispatch services. The Rio Grande Valley Emergency Communication District 9-1-1 encourages the public agency to enhance its public safety call taking capabilities by encompassing all emergency services (Police, Fire, and Emergency Medical Services.)

SECTION 3: RIGHTS AND DUTIES OF THE RIO GRANDE VALLEY EMERGENCY COMMUNICATION DISTRICT 9-1-1

3.1 FINANCIAL

- 3.1.1** Develop a budget and strategic plan to meet Public Agency needs for the establishment and operation of 9-1-1 services throughout the Rio Grande Valley Emergency Communication District 9-1-1 region, according to standards established and approved by the Rio Grande Valley Emergency Communication District 9-1-1 Board of Managers.

3.1.2 Provide 9-1-1 service to include 9-1-1 equipment, software, services, and other items described in the current the Rio Grande Valley Emergency Communication District 9-1-1 Strategic Plan, throughout the region as funded by emergency service fees.

3.2 EQUIPMENT AND INVENTORY

3.2.1 Allow Public Agency the opportunity to participate in the planning, implementation, and operation of 9-1-1 equipment.

3.2.2 Conduct a physical inventory of critical hardware annually and reconcile inventory periodically.

3.3 TRAINING

3.3.1 Offer Call Handling Equipment (CHE) training to all new telecommunicators and refresher training every two years.

3.3.2 Offer to license training through the Regional Telecommunicator Academy that meets or exceeds Texas Commission on Law Enforcement (TCOLE) rules and regulations.

3.3.3 Offer continuing education training for Intermediate, Advanced, and Master Telecommunicator Certifications as budget allows.

3.4 MAINTENANCE

3.4.1 Practice preventative maintenance on all the Rio Grande Valley Emergency Communication District 9-1-1 owned or leased Call Handling Equipment (CHE), software, and databases including, at a minimum, backing up data, as necessary. The Rio Grande Valley Emergency Communication District 9-1-1 shall be responsible for any maintenance costs on the Rio Grande Valley Emergency Communication District 9-1-1 owned or leased equipment.

3.5 OPERATIONS

3.5.1 Inspect contingent PSAP agreements periodically.

3.5.2 Implement upgrades of PSAP equipment and software, as authorized in the current annual budget, through the Rio Grande Valley Emergency Communication District 9-1-1 processes for the purchase of new equipment and software.

3.6 CRISIS COMMUNICATIONS

3.6.1 The Rio Grande Valley Emergency Communication District will make every effort to communicate complete and accurate information to the Public Agency in a timely manner about 9-1-1 technology and services during 9-1-1 service interruptions.

SECTION 4: EFFECTIVE DATE AND TERM OF AGREEMENT

4.1.1 This Agreement shall take effect February 1, 2026, and shall continue until January 31, 2028, unless earlier terminated under 8.1 Early Termination of Agreement.

SECTION 5: OWNERSHIP, TRANSFERENCE, AND DISPOSITION EQUIPMENT

- 5.1.1** The Rio Grande Valley Emergency Communication District 9-1-1 may purchase, lease, or otherwise procure, on Public Agency's behalf, the 9-1-1 equipment, software, services, and other items as described in The Rio Grande Valley Communication District 9-1-1 Strategic Plan.
- 5.1.2** The Rio Grande Valley Emergency Communication District 9-1-1 shall establish ownership of all 9-1-1 equipment procured with 9-1-1 funds as defined herein and located within the Public Agency's jurisdiction. The Rio Grande Valley Emergency Communication District 9-1-1 may maintain ownership, or it may transfer ownership to Public Agency. Before any such transfer of ownership, The Rio Grande Valley Emergency Communication District 9-1-1 will evaluate the adequacy of controls of Public Agency to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the equipment may or may not be procured by The Rio Grande Valley Emergency Communication District 9-1-1 on behalf of the Public Agency, according to The Rio Grande Valley Emergency Communication District 9-1-1 Strategic Plan.
- 5.1.3 The basic 9-1-1 equipment categories are:**
- Call Handling Equipment (CHE) – telephone equipment located at the PSAP which may include telephones, integrated workstations, servers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery to the PSAP.
 - Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
 - Uninterruptable Power Supply (UPS)
- 5.1.4** Transfer-of-ownership documents shall be prepared by the Rio Grande Valley Communication District 9-1-1 and signed by both parties upon the transference of ownership of any 9-1-1 provided equipment. The Rio Grande Valley Communication District 9-1-1 shall maintain ownership of 9-1-1 call handling equipment.

SECTION 6: RELATIONSHIP BETWEEN THE PARTIES, ASSIGNMENT, AND SUBCONTRACTING

- 6.1.1** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual and is not to be construed to create a partnership or joint venture or agency relationship between the parties.
- 6.1.2** This Agreement may not be assigned by either Party without the prior written consent of the other Party. Any attempted assignment in violation of this agreement is void.
- 6.1.3** The Public Agency may not subcontract its duties under this Agreement without the prior written consent of the Rio Grande Valley Communication District 9-1-1. Any subcontract shall be subject to all terms and conditions contained in this Agreement and Public Agency agrees to furnish a copy of this Agreement to its subcontractor(s).

SECTION 7: RECORDS AND MONITORING

- 7.1.1** The Rio Grande Valley Communication District 9-1-1 is entitled to inspect and copy, on a 24/7/365 basis, at Public Agency's office, the records maintained under this Agreement for as long as they are maintained.

7.1.2 The Rio Grande Valley Communication District 9-1-1 is entitled to visit Public Agency's offices, talk to its personnel, and audit its applicable 9-1-1 records during normal business hours to assist in evaluating its performance under the Agreement.

SECTION 8: EARLY TERMINATION OF AGREEMENT

8.1.1 The Rio Grande Valley Communication District 9-1-1 reserves the right to terminate this Agreement in whole or in part upon default by Public Agency. Notice of termination shall be provided to Public Agency in writing, shall set forth the reason(s) for termination, and provide for a minimum of thirty (30) days to cure the defect(s). Termination is effective only in the event Public Agency fails to cure the defect(s) within the period stated in the notice subject to any written extensions.

If the Agreement is terminated, Public Agency shall cooperate with the Rio Grande Valley Communication District 9-1-1 to ensure an orderly transition of services. Further, all equipment shall be returned to the Rio Grande Valley Communication District 9-1-1 in working condition and the Rio Grande Valley Communication District shall only be liable for payment for services rendered before the effective date of termination. Either Party may terminate this Agreement for convenience upon 180 days written notice to the other Party. Certain reporting requirements in the Agreement shall survive termination.

SECTION 9: NOTICE TO PARTIES

9.1.1 Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is considered received by a party when it is:

- Delivered to the party personally;
- On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address as specified in paragraph 9.2.1 and signed on behalf of the party; or
- Three business days after its deposit in the United States Mail, with first-class postage affixed addressed to the party's address specified in paragraph 9.2.1.

9.1.2 Notices

All notices required or permitted under this Agreement shall be in writing and shall be delivered to the following addresses, or to such other address as a party may designate by written notice:

If to RGV 9-1-1 District:

Attn: Cesar Merla, Director of Emergency Services
1912 Joe Stephens Ave. Ste. A Weslaco, Texas 78599

If to Public Agencies:

The following municipalities and governmental entities (collectively referred to herein as the "Public Agencies") are local governments that operate one or more Public Safety Answering Points ("PSAPs") or otherwise participate in the RGV 9-1-1 system. Notices to a Public Agency shall be directed to the respective Police Department or Sheriff's Office responsible for 9-1-1 services:

- City of Alamo Police Department for 9-1-1 Service
- City of Alton Police Department for 9-1-1 Service
- City of Donna Police Department for 9-1-1 Service
- City of Edinburg Police Department for 9-1-1 Service
- City of Elsa Police Department for 9-1-1 Service
- City of Hidalgo Police Department for 9-1-1 Service
- Hidalgo County Sheriff's Office for 9-1-1 Service
- City of McAllen Police Department for 9-1-1 Service
- City of Mercedes Police Department for 9-1-1 Service
- City of Mission Police Department for 9-1-1 Service
- City of Palmview Police Department for 9-1-1 Service
- City of Pharr Public Safety Communications for 9-1-1 Service
- City of Raymondville Police Department for 9-1-1 Service
- City of San Juan Police Department for 9-1-1 Service
- City of Weslaco Police Department for 9-1-1 Service

SECTION 10: GENERAL PROVISIONS

- 10.1.1** Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Hidalgo County, Texas.
- 10.1.2** Liability. The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence, and deeds, and those of its agents, contractors, officers, and employees in conjunction with each Party's performance under this Agreement.
- 10.1.3** Limitation of Liability. In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages, or expenses were reasonably foreseeable.
- 10.1.4** Procurement. Both parties agree to comply with all applicable federal, State, and local laws, rules and regulations for purchases under this Agreement. Failure to do so may result in ineligibility and denial of reimbursement by the Rio Grande Valley Communication District 9-1-1.
- 10.1.5** Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay. The period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 10.1.6** Entire Agreement. This Agreement and any attachments/addendums, as provided herein, constitute the entire agreement of the parties, and supersedes all other agreements, discussions, representations, or understandings between the parties with respect to the subject matter hereof.

- 10.1.7** Amendments. This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. In the event of such occurrence, written notice of alterations, additions, or deletions to the terms of this Agreement will be provided to Public Agency.
- 10.1.8** Nondiscrimination and Equal Opportunity. Public Agency 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.
- 10.1.9** Dispute Resolution. The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation or any other local dispute mediation process before resorting to litigation. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute during the negotiation and mediation process.



Attachment A - Equipment Room and Electrical Requirements

Equipment Room:

- There must be enough space to remove equipment from the equipment room in the event of an upgrade or replacement of faulty equipment i.e., removal of the Uninterruptible Power Supply (UPS) battery system, or large rack-mounted servers.
- Do not attach any equipment that is not provided by the Rio Grande Valley Emergency Communication District 9-1-1 into the rack being utilized for 9-1-1 call delivery. Equipment racks must remain segregated to allow the Rio Grande Valley Emergency Communication District 9-1-1 the ability to add/remove/change any of their equipment when necessary.
- Do not stack anything on or around the Rio Grande Valley Emergency Communication District 9-1-1 equipment rack or UPS, UPS bypass switch, or electrical distribution panel. There must be elevator access to the equipment room, or 911 demarcation closets located upstairs.

Fire Protection:

- Dry pipe high-temperature type systems are recommended if sprinkler heads are to be in the 9-1-1 equipment room.
- If possible, non-combustible material must be used for the room construction.

Security Precautions:

- The Public Agency may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push-button access codes or card readers are not recommended unless you provide a battery backup system.

Temperature and Humidity Control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 65 to 78 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the 9-1-1 equipment.
- For estimates on the BTU output of the equipment, please consult with onsite installation personnel.

Static Electricity:

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor must not be carpeted unless the carpet is static-free and grounded.
- The room floor must be sealed, (preferably tiled), but not waxed.

Lighting:

- Lighting must not be powered from the switch room service panel.
- Lighting must provide 50-75-foot candles measured 30" above the equipment room floor.

Grounding:

- A single point, the isolated ground is required unless superseded by local code. The source must be the XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous with no splices or junctions.
- Conductors must be no load, non-current carrying.

Electrical:

- The voltage required is 208/120 V three-phase: four-wire "wye" service or 240/120 single phase 4 wire "delta" service.
- A dedicated transformer is preferred; however, a shared transformer or distribution is acceptable.
- IGL6-15, 20, or 30 receptacles are required, and the ground must terminate on the IG buss.
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.
- The Rio Grande Valley Emergency Communication District 9-1-1 equipment must be plugged into independent circuits, and segregated from other non-911 equipment, such as floor heaters, radio equipment, etc. This will ensure that a failure of non-911 equipment will not adversely affect the performance of 9-1-1 call handling equipment.



Attachement B - Call Volume requirements regarding PSAP Position utilization

Public Safety Answering Point (PSAP) Adds, Moves, Changes, Consolidations, and Closures. (Minimum requirements for call volume per 9-1-1 Position Averaged per 12-month period)

Call Volume Chart

Minimum Average Call Volume for Maintaining/Requesting 9-1-1 Positions*

Total Number of Positions**	Minimum Daily Call Volume Average
2	20
3	50
4	80
5	120
6	150
7	200
8	225
9	250
10	300
15	400
20	500
25	600
30	700

- *Call volume is averaged over the previous 12 months from the date of request
- **Includes Current + Requested Positions
- Failure to meet the minimum call (per position) requirements will require an evaluation of PSAP(s) need for currently deployed 9-1-1 positions.

Attachment C



Rio Grande Valley
Emergency Communications District 911
(Cyber)Security Incident Reporting Form

CONTENT OWNER/MAINTAINED BY:

RGV911

INTRODUCTION

Rio Grande Valley Emergency Communications District 911 (RGV911) regards incident response and incident action planning as a core value for business and operational resilience. Swift, precise, response and recovery of a (cyber)security incident is critical to the business and operational resilience of the RGV911 enterprise. However, there must be an effective process to receive and respond to security alerts and incidents.

What is a (Cyber)Security Incident?

A security incident is:

- An event that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or information the system processes, stores, or transmits.
- An event that constitutes a violation or imminent threat of violation of security policies, security procedures, acceptable use policies, or services of RGV911 and/or its affiliates.

The Incident Severity Levels

Incident Severity Levels be labeled by in multiple ways, including Low, Medium, and High, or Level 1, Level 2, etc. However they are labeled, the importance is to gain a common understanding of the severity of an incident. An example of defining Incident Severity Levels:

- Level 1 is a low-level incident that is unlikely to impact public health or safety; national, state, or local security; economic security; civil liberties; or public confidence.
- Level 2 is a medium-level incident that may impact public health or safety; national, state, or local security; economic security; civil liberties; or public confidence.
- Level 3 is a high-level incident that is likely to result in a demonstrable impact in the affected jurisdiction to public health or safety; national, state, or local security; economic security; civil liberties; or public confidence.
- Level 4 is a severe-level incident that is likely to result in a significant impact in the affected jurisdiction to public health or safety; national, state, or local security; economic security; or civil liberties.
- Level 5 is an emergency-level incident within the specified jurisdiction that poses an imminent threat to the provision of wide-scale critical infrastructure services; national, state, or local government security; or the lives of the country's, state's, or local government's residents.

Examples of Security Incidents

- Unauthorized access to a facility
- Intentionally targeted but unsuccessful unauthorized access
- Accidental disclosure of confidential data
- Infection by malware
- Theft or loss of an organizational system
- The theft or physical loss of computer equipment known to store PII and/or sensitive data.
- Loss or theft of portable devices such as laptops, tablets, smartphones, or backup media and its associated network connection with remote VPN.
- A server containing sensitive data is compromised by an unauthorized party
- A firewall accessed by an unauthorized entity
- A DDoS (Distributed Denial of Service) attack
- TDOS (Telephone Denial of Service) attack
- The act of violating an explicit or implied security policy
- An attacker runs an exploit tool to gain access to an organizational server
- The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system

Specific Types of Incidents that Affect PSAPs

Ransomware Incident

A ransomware incident is generally defined as a malicious cybersecurity incident in which a person or entity introduces software that gains unauthorized access to or encrypts, modifies, or otherwise renders unavailable a state or local government's data and thereafter the person or entity demands a ransom to prevent the publication of the data, restore access to the data, or otherwise remediate the impact of the software.

Ransomware attacks are a form of denial of service that encrypts the data on servers, personal devices, and other systems that manage operations. Ransomware is a malware designed to deny a user or organization access to files on their computer. By encrypting these files and demanding a ransom payment for the decryption key, cyber attackers place organizations in a position where

paying the ransom is the easiest, quickest, and cheapest way to regain access to their files. However, restrictions on paying the ransom or otherwise submit to the threat actor(s), exacerbate the impacts of these type of attacks.

The direct impacts of a ransomware attack are:

- Temporary or permanent loss of sensitive and/or proprietary information to include systems supporting the call handling functions, data management, and all files
- Disruption to regular operations
- Financial losses incurred to restore systems and files
- Potential harm to those experiencing emergencies relying upon E911 for help, to include probable loss of life

Loss of Data Communications (i.e., WAN/LAN infrastructure, routers)

This includes any cybersecurity incident that disables or destroys WAN/LAN router infrastructure and its communication capabilities and may cause potentially disruptive effects on business operations. This security incident could produce one or more of the following impacts:

- Loss of access to WAN/LAN, to include internet and intranet
- Event causes a temporary business interruption or closure

Lessen the impact of this type of incident by using recovery strategies, hot site(s), reciprocal agreements, and manual operations.

Loss of Technology (i.e., computer room outage, network services, monitoring access)

This includes any security incident that disables or destroys the information technology network and infrastructure to include monitoring access, data center, facilities Main Distribution Frame (MDF) or Intermediate Distribution Frame (IDF), or server room with a potentially disruptive effect on business operations. This event could produce one or more of the following impacts:

- Endangerment or loss of life
- Loss of use of server room facility, voice, and data communications services
- Temporary business interruption or closure
- Operational, financial, and reputational impacts

Loss of Information Assets

This includes any security incident that causes any loss, destruction, or modification of any information assets. These assets include RGV911 documents and proprietary information and Human Resource files. This event could produce one or more of the following impacts:

- Operational, financial, and reputational impacts
- Temporary business interruption or closure
- Privacy issues with employees, contractors, and affiliates

Lessen the impact of this type of incident by using recovery strategies.

(Cyber)Security Incident Reporting Form

(Step: 1; Used by: End User)

Instructions: This form is to be completed as soon as possible following the detection or reporting of a cybersecurity incident. All items completed should be based on information that is currently available. This form may be updated and modified.

1. Contact Information for this Incident	
Name:	
Title:	
Program Office:	
Work Phone:	
Mobile Phone:	
Email address:	
2. Incident Description.	
Provide a brief description:	
3. Impact / Potential Impact (Check all of the following that apply to this incident.)	

- Loss / Compromise of Data
- Damage to Systems
- System Downtime
- Financial Loss (e.g., ransomware)
- Reputational
- Other Organizations' Systems Affected
- Damage to the Integrity or Delivery of Critical Goods, Services or Information
- Violation of legislation / regulation
- Unknown at this time

Provide a brief description:

4. Sensitivity of Data/Information Involved (Check all of the following that apply to this incident.)

Sensitivity of Data	
Category	Example
Public	This information has been specifically approved for public release by Public Relations department. Unauthorized disclosure of this information will not cause problems for RGV911, its customers, or its vendors. Disclosure of emergency services / PSAP information to the public requires the specific permission of RGV911, or long-standing practice of publicly distributing this information.

Internal Use Only	This information is intended for use within RGV911. Unauthorized disclosure of this information to outsiders may be against laws and regulations, or may cause problems for RGV911, its customers, or its vendors. This type of information is already widely distributed within RGV911, or it could be so distributed within the organization without advance permission from the information owner.
Restricted/Confidential (Privacy Violation)	This information is private or otherwise sensitive in nature and must be restricted to those with a legitimate business need for access. Unauthorized disclosure of this information to people without a business need for access may be against laws and regulations, or may cause significant problems for RGV911, its customers, or its vendors. Decisions about the provision of access to this information must be cleared through RGV911.
Unknown/Other	Describe in the space provided

Public

Restricted / Confidential (Privacy violation)

Internal Use Only

Unknown / Other – please describe:

Provide a brief description of data that was compromised:

5. Who Else Has Been Notified?

Provide Person and Title:

6. What Steps Have Been Taken So Far? (Check all of the following that apply to this incident.)

No action taken

Restored backup from tape

<input type="checkbox"/> System Disconnected from network	<input type="checkbox"/> Log files examined (saved & secured)
<input type="checkbox"/> Updated virus definitions & scanned system	<input type="checkbox"/> Other – please describe:

Provide a brief description:

7. Incident Details

Date and Time the Incident was discovered:	
Has the incident been resolved?	
Physical location of affected system(s):	
Number of sites affected by the incident:	
Approximate number of systems affected by the incident:	
Approximate number of users affected by the incident:	
Are non-RGV911 systems, such as business partners, affected by the incident?	

(Y or N – if Yes, please describe)	
Please provide any additional information that you feel is important but has not been provided elsewhere on this form.	

Please submit this completed form to RGV911

Personnel Assignment Form

(CSIRF Step: 2B; Used by: IR Team)

Date/Time:
Incident Name:
Recovery Team: