

PSAP Manager's Guide (PMG)

To

The New Mexico E-911 Program

Version 4, November 2014

Version Control and Publication Schedule

This document is version controlled. The current version is **Version 4**. The following schedule is provided to show when the document version will change. Comments or change requests can be submitted at any time throughout the year. Change requests will be logged by the E-911 Program for consideration when the annual update is performed.

Release Timeframe	Version Number	Review & Approval By	Summary of Changes from Review
November 2010	Draft	Development of guide by E-911 Program Staff & Approval by Joyce Johnson	Internal E-911 Program changes
December 2010	Version 1/Draft	Input by 911 Director's Affiliate of the New Mexico Association of Counties (NMAC) and PSAPs statewide	Changes to ready the document for publication
February 2011	Version 1	E-911 Program Staff and 911 Director's Affiliate of the New Mexico Association of Counties (NMAC)	GIS & 911 Director Affiliate changes to ready the document for publication
February 2012 (updated document published to E-911 Program website)	Version 2	911 Director's Affiliate Board and E-911 Program Staff	Any appropriate additions or change communicated to E-911 Program staff during 2011
May 2013	Version 3	911 Director's Affiliate Board, GIS Affiliate and E-911 Program Staff	Any appropriate additions or change communicated to E-911 Program staff during 2012
November 2014	Version 4	PSAP Managers, GIS personnel, DoIT and E-911 Staff	Internal E-911 program changes

Table of Contents

PMG PURPOSE STATEMENTS	1
CHAPTER 1: GENERAL INFORMATION ABOUT THE NEW MEXICO E-911 PROGRAM	2
<i>Introduction to the New Mexico E-911 Program</i>	2
<i>E-911 Program Authority</i>	2
CHAPTER 2: E-911 PROGRAM ADMINISTRATION	3
<i>E-911 Grants</i>	3
<i>Grant Amendments</i>	4
<i>Payments through Reimbursement and “On Behalf Of” PSAPs</i>	4
<i>Vendor Selection</i>	5
<i>Vendor Performance Feedback</i>	5
<i>Fiscal Services</i>	5
<i>Fiscal Year Closeout</i>	5
<i>Annual PSAP Reports</i>	5
<i>E-911 Equipment, Services, and Statewide Price Agreements</i>	6
<i>Joint Powers Agreement (JPA)</i>	6
CHAPTER 3:	8
CHAPTER 3: 911 EQUIPMENT FUNDING REQUESTS, PROJECT MANAGEMENT AND THE BOARD OF FINANCE (BOF) PROCESS	8
<i>PSAP Equipment Funding Requests</i>	8
<i>GIS Funding Request Process</i>	9
<i>Project Management</i>	10
<i>E-911 CPE Standard Configuration</i>	11
PROCESSING GUIDELINES FOR PSAP EQUIPMENT REQUESTS	12
<i>1.0 Request Processing General Guidelines</i>	12
<i>2.0 Equipment Request Guidance and Criteria</i>	12
<i>2.1 Eligible Items</i>	13
<i>PSAP requests for the following items are being considered at this time</i>	13
<i>2.2 Ineligible Items</i>	14
<i>3.0 Exception Requests</i>	15
<i>4.0 Equipment Disposition (Inventory Control, Tracking, & Disposal)</i>	15
CHAPTER 4: 911 RELATED TRAINING REQUESTS	16
<i>Introduction to 911 Related Training Requests</i>	16
<i>Process for Training Reimbursement Requests</i>	16
<i>Pre-Approval Training Reimbursement Requests</i>	17
<i>Actual Training Reimbursement Request</i>	19
CHAPTER 5: PSAP GEOGRAPHIC INFORMATION SYSTEMS (GIS) RELATED ITEMS	20
<i>Introduction to GIS Management at the E-911 Program</i>	20
<i>Geographic Information Systems (GIS) Related Items</i>	21
<i>1.0 GIS Funding Request Process</i>	21
<i>2.0 DFA Funding Request Processing</i>	22
<i>3.0 GIS Eligible and Ineligible Items</i>	23
<i>3.1 Eligible Items-Funded Through the “GIS Consulting Services” E-911 Grant Line Item</i>	23
<i>3.2 Eligible Items-Funded through the “PSAP GIS Discretionary Budget” E-911 Grant Line Item</i> ..23	
<i>3.3 Ineligible Items-These items cannot be funded by E-911 Program</i>	26

Introduction to GIS Memorandum of Understanding (MOU) Template.....28

APPENDIX 1: E-911 LAW33

APPENDIX 2: E-911 RULE47

APPENDIX 3: SAMPLE E-911 PROGRAM GRANT60

Sample E-911 Program Grant Exhibit C.....67

APPENDIX 4: SAMPLE NM E-911 TRAVEL & TRAINING68

APPENDIX 5: SAMPLE PSAP BOF REQUEST LETTER70

APPENDIX 6: PSAP JOINT POWERS AGREEMENT (JPA) TEMPLATE.....71

APPENDIX 7: PSAP JPA BRIEF FORM.....83

APPENDIX 8: GIS EQUIPMENT & SOFTWARE REIMBURSEMENT REQUEST FORM.....84

SAMPLE E-911 PROGRAM GIS EQUIPMENT & SOFTWARE REIMBURSEMENT REQUEST FORM.....86

APPENDIX 9: SAMPLE PROCURING AGENCY AGREEMENT (PAA) FOR GIS SERVICES....88

APPENDIX 10: SAMPLE PSAP ANNUAL REPORT91

PMG Purpose Statements

The purposes of this document are to:

1. Facilitate a better understanding of how the New Mexico E-911 Program operates.
2. Provide 24 hour access to information clarifying routine questions.
3. Aide PSAP Managers in requesting E-911 Funds.
4. Provide consistency across E-911 Program Managers through written policy.
5. Provide PSAP Managers clarification of existing E-911 Program policy statements.
6. Provide a logical place to publish new E-911 Program policy statements.

Chapter 1: General Information about the New Mexico E-911 Program

Introduction to the New Mexico E-911 Program

The New Mexico E-911 Program falls within the Department of Finance and Administration (DFA), Local Government Division (LGD), E-911 Bureau.

DFA is an executive agency of the State of New Mexico reporting to the Governor. LGD, a division within DFA, provides many support functions and fiscal oversight to counties, municipalities, and special districts and reports through the Division Director to the Cabinet Secretary. The state E-911 Program is under the E-911 Bureau Chief who reports to the Division Director.

The mission of the E-911 Program is to provide compliance and oversight, providing technical program support to eligible New Mexico PSAPs that enable the best possible E-911 system feasible. This mission includes funding only a small portion of the total PSAP and GIS related operational costs. Funding the entire PSAP and GIS operations are a local government responsibility.

E-911 Program Authority

The state E-911 Program through the authority described in the Enhanced 911 Act (Appendix 1) and the E-911 Rule (Appendix 2) administers the E-911 Fund. In simple terms, the law gives the authority to the state E-911 Program to develop and administer the Rule which is based on the Law and details requirements of PSAPs and local governments to receive funding. Funding is through grant agreements with a municipality or county that acts as the fiscal agent for an area PSAP. Through the grant agreement, the fiscal agent accepts the funds and guarantees the funds will be spent in accordance with the Law, Rule, and Grant Agreement. Depending upon the item being funded, funds are provided through the grant by reimbursement or paid directly to vendors/providers “on behalf of” E-911 grantees. Funding is never given directly to a grantee.

Chapter 2: E-911 Program Administration

E-911 Grant Agreements

E-911 Program grant agreements between PSAP Fiscal Agents and the Local Government Division at DFA provide the means to disperse E-911 Fund monies. These one year grants begin on July 1st and end on June 30th of each year. A sample E-911 Program Grant appears in Appendix 3 of this document. PSAP Managers are encouraged to help facilitate by expediting the signing process through its management and necessary signing authorities.

Several weeks before the end of the fiscal year, grant agreements are drafted by the E-911 Program Managers for each eligible grantee. The grantee is the designated Fiscal Agent for each PSAP. Fiscal Agents are usually the City or County where the PSAP is located and they must have current audits with approved recommendations.

In addition to the declaration and articles in the grant agreement, each grant agreement contains a budget sheet titled “Exhibit C” that includes the following:

1. Name, address and telephone number of the Grantee,
2. Grant award amount,
3. Project number (specific for each grant agreement),
4. Grant period (July 1, 20XX – June 30, 20XX), and
5. Budget line items for Capital, Recurring Network/Circuit, Recurring maintenance and Service/Training,

The Exhibit C in a fully executed grant agreement is the working E-911 Fund budget for each eligible PSAP through the designated fiscal agent. Although each PSAP will have an Exhibit C, PSAPs that act as primary to other PSAPs will have a “rolled-up” version that includes all budgets.

Budget development for each PSAP begins with discussion between the PSAP Manager and the assigned E-911 Program Manager in February of each year. Discussions include budget history of specific line items, capital needs, anticipated training and GIS needs for the next fiscal year.

All expenditures that are paid “on behalf” of the PSAP will be subtracted from the budget line item in each PSAPs Exhibit C, including payments paid directly by DFA/LGD or reimbursement requests.

Quarterly meetings between Program Managers and PSAP Managers, either face-to-face or conference calls, are scheduled to compare remaining balances and determine if a grant amendment is needed for moving funds between line items or to add Board of Finance approved capital money.

Grant Amendments

Grant amendments are used to modify the conditions, scope, and budget of an original E-911 Program grant, as needed. The most common grant amendment is when a PSAP applies for Board of Finance (BOF) funding for equipment upgrades. The appropriate budget line item in the grant is increased to reflect the BOF approved amount and the new total amount is amended. The execution of grant amendments uses the same process as the original grants with PSAP Managers encouraged to facilitate the signing process.

Payments through Reimbursement and “On Behalf Of” PSAPs

The E-911 Program does not provide funds to PSAPs directly. All funds for reimbursement pass through the designated PSAP fiscal agent. Payments through the grant are either on a reimbursement or “on behalf of” basis. All payments made “on behalf of” a PSAP or requests for reimbursement must be given prior approval by the E-911 Program Manager in order to be eligible for payment from the fund.

In addition to reimbursing fiscal agents for pre-approved purchases, many 911-related invoices are paid directly to vendors and the PSAP is only involved in the receipt of products or services and acceptance. The E-911 Program pays all recurring 911 related network charges, 911 equipment maintenance, and interpretive service costs. These invoices are paid from the E-911 Fund directly to the vendor. As invoices are paid, the amount is deducted from the PSAP’s E-911 grant.

Other payments made “on behalf of” the PSAP directly to vendors include maintenance purchase orders for Customer Premise Equipment (CPE) and software subscription. These purchase orders are for the 911 equipment and software support after the warranty period expires. Maintenance purchase orders are effective July 1st of each year and ends on June 30th to coincide with the fiscal year. New 911 systems have one year warranties. If a PSAP is currently in the warranty period, the purchase order will begin upon expiration of the warranty.

Prior to the start of the next fiscal year, the E-911 Program will provide direction on the procedure for the execution of maintenance purchase orders. The procedure will direct PSAP Managers to obtain quotes and draft purchase orders from the vendors with state price agreements. These draft purchase orders are then reviewed by the E-911 Program for compliance with the state price agreement.

This LGD Division Director signs a letter authorizing the PSAP to sign and execute the purchase order, after the fiscal agent has signed. Lastly, the vendor representative signs the purchase order. The purchase order must be signed by the PSAP Manager, the fiscal agent and the vendor.

Upon signature of the above parties, the PSAP Manager will send the executed (signed) purchase order to the DFA/LGD.

Vendor Selection

The selection of a vendor to provide 911 equipment, software and services is a required process for all 911 equipment, software and service purchases. It is important for PSAP Managers and the LGD to select the best vendor based on the needs of the PSAP and the fiscal responsibilities of the LGD.

PSAP Managers are encouraged to compare products and services from as many vendors as possible with a state price agreement. This is in order to secure the best product or service to meet the needs of the PSAP. Once a vendor is chosen, a price quote is requested and reviewed by the E-911 Program Manager.

Vendor Performance Feedback

Because DFA pays all of the above mentioned bills on behalf of PSAPs, an important step in the payment process is PSAP feedback and approval prior to payment. Dissatisfaction with the quality of a service or solution that is to be paid by the E-911 Program needs to be communicated to LGD prior to vendor payment. Depending upon the circumstances, LGD will withhold payment until the issue is addressed and/or resolved. It is important that PSAPs communicate both positive and negative feedback through their E-911 Program Manager.

Fiscal Services

Expenditures are tracked to the line item within the E-911 grants. Grant expenditure totals are monitored and will limit PSAP spending to the grand total amount listed in the Exhibit C of the PSAP Grant. PSAP grant expenditure reports (called ledger sheets) can, upon request, be sent out regularly to any PSAP Manager, grant administrator or PSAP Fiscal Agent.

Fiscal Year Closeout

State government operates in fiscal years that run from July 1st to June 30th. All budgets must be closed after the end of the fiscal year. To facilitate the fiscal year closeout, LGD sends out the deadline for PSAP reimbursement requests. Similar deadline notifications are also mailed to vendors who have rendered services and products during the year. This date may change to accommodate fiscal year closeout.

It is absolutely critical that PSAPs meet the due date set each year. Requests for reimbursement received after the due date will not be reimbursed.

Annual PSAP Reports

PSAP Managers are required to submit annual reports to the E-911 Program. To allow for fiscal year-end numbers to become available, PSAP Annual Reports are due on July 15th of every year. There are two primary areas that need to be addressed in the Annual PSAP Report; a PSAP profile and annual call statistics. A sample PSAP Annual Report is in Appendix 11.

PSAP Managers who fail to submit an annual report by the initial deadline will be notified of the failure to submit. The notification letter will provide future deadlines and actions if not submitted. The E-911 Program will attempt to work through the 911 Director's Affiliate of the New Mexico Association of Counties (NMAC) prior to notifying the PSAP Fiscal Agent of the failure to submit data. A condition of E-911 grant funding is to submit an annual report each year. Failure to submit a report can jeopardize grant funding and equipment upgrades.

E-911 Equipment, Services, and Statewide Price Agreements

A major function performed by the E-911 Program is the procurement on-behalf of the PSAPs for E-911 goods and services. The Department of Information Technology (DoIT), on behalf of the E-911 Program, issues RFPs for E-911 equipment and Invitations to Bid (ITBs) for related public safety equipment, software, and services.

The goal of the procurement process from the E-911 Program perspective is to place a variety of offerings on state price agreements from which the PSAPs and the E-911 Program can select the best offering in terms of price and quality. The E-911 state price agreements can be found online at the following site:

<http://www.generalservices.state.nm.us/statepurchasing/>

Joint Powers Agreement (JPA)

The E-911 Program encourages entities involved in the operation and funding of a consolidated PSAP to enter into a Joint Powers Agreement (JPA). A JPA can be modeled after the JPA template provided in Appendix 6 of this document. The JPA should very clearly document who is responsible for all aspects of PSAP operation, governance, and funding. All costs should be clearly described and assigned to the parties in the JPA. A JPA is not considered legally executed until it is reviewed by DFA legal counsel and signed by the DFA Cabinet Secretary.

In terms of process, prior to signature of the parties to a JPA, the draft JPA should be submitted to the assigned E-911 Program Manager. A JPA brief form must also be filled out. A JPA brief form is Appendix 7 of this document. The draft JPA and DFA's JPA brief form will be reviewed by E-911 Program staff and if approved will be routed to DFA legal.

DFA legal will comment and/or approve the JPA to move into the signature phase. The E-911 Program Manager will then return the commented JPA back to the author for modification and signature of the parties. At this point all parties in the JPA must sign the agreement.

The signed JPA and JPA brief must again be provided to the E-911 Program Manager. The E-911 Program Manager will route the approved JPA to the DFA Cabinet Secretary for signature. Once the DFA Cabinet Secretary signs and returns the JPA to the E-911 Program Manager, the original document will be copied and placed in the appropriate grant folder. The original JPA will be returned to the fiscal agent.

The JPA brief form, policy and procedures can be found on the DFA “Office of the Secretary” website: http://www.nmdfa.state.nm.us/Office_of_the_Secretary_2.aspx

Chapter 3:

Chapter 3: 911 Equipment Funding Requests, Project Management and the Board of Finance (BOF) Process

PSAP Equipment Funding Requests

E-911 grant agreements contain the budget line items and total grant amounts allocated to each eligible PSAP for the fiscal year that begins on July 1st and ends on June 30th. Included in the grant agreement or an amendment are the “Capital” line items that include:

- E-911 Equipment Upgrades;
- Firewall and Router Equipment;
- Dispatch Software;
- Recorder; and
- UPS/Generator.

The E-911 Program takes requests for PSAP equipment funding to the BOF for approval. PSAP Managers are encouraged to submit requests for E-911 equipment and recorders that are scheduled for replacement as indicated on the prioritized equipment and recorder replacement lists. Other requests for equipment including generators and UPS equipment should be submitted prior to the projected end-of-life.

Funds approved for equipment requests are only available for two consecutive years. If not used within two years, the funds will revert back to the E-911 Fund.

For each BOF visit, the E-911 program will announce to all PSAP Managers its intent to go to the BOF and a deadline for submitting equipment funding requests.

When PSAP managers receive the BOF announcement from the E-911 Program, they should contact their respective E-911 Program Manager to discuss eligibility for PSAP equipment funding. E-911 Program Managers will determine eligibility based on available funding and the order of the equipment on the prioritized replacement list.

The replacement lists are kept current by the E-911 Program Managers and are available on request to PSAPs. The rank “order” (by PSAP) is determined by the installation date of the current equipment with the oldest equipment on top off the list. Any PSAP at the top of the list who is not ready to go to the BOF will remain at the top of the list for future funding. E-911 Program Managers will make site visits as needed to evaluate, verify and determine eligibility.

Once a PSAP is determined to be eligible, the PSAP Manager will submit a formal **Equipment Request Letter**. The letter needs to include:

- **A Statement of Need that explains why the equipment is needed.**

Include the age of the current equipment, expected remaining life support, maintainability and any growth or expansion in the operation.

- **Support Documents and Statements with vendor quotes**

Current and dated quote from the preferred vendor with brochures etc.

- **Selected Vendor Presentation to LGD.**

Upon selection of a vendor from the requested quotes, PSAP Managers will make a presentation to the E-911 Program that will focus on how the selected vendor is meeting the needs of the PSAP at the cost quoted or justification for other than low bid quotes.

The E-911 state price agreements can be found at;
<http://www.generalservices.state.nm.us/statepurchasing/>

Include call statistics for the past three fiscal years and certified statements for:

1. Site readiness
2. Compliance with GIS/MSAG minimum accuracy
3. Telecommunicator/ Dispatcher training requirements
4. Acknowledgement of costs above BOF approval
5. Acknowledgement of Annual Report submittal.

- **Optional Support Documents**

Include items that verify the age and expected life of the equipment and other factors that support the request, such as population growth.

E-911 Program Managers will respond to all equipment request letters as to whether the request is approved or disapproved to go to the BOF. Disapprovals will include reasons for denial.

NOTE- PSAPs that are secondary to the primary Grantee including the Department of Public Safety, must have the primary PSAP Manager and designated Fiscal Agent sign on Equipment Request Letters.

GIS Funding Request Process

GIS equipment and software is funded through reimbursements to fiscal agents for GIS providers through the GIS Discretionary Fund in amounts allocated to each grantee. GIS data sources can request GIS equipment and software after establishing eligibility through the E-911 Program GIS Manager and:

- Researching the equipment or software requested and obtaining three quotes.

- Filling out the GIS Equipment and Software Reimbursement Request Form and attachments.
- Obtaining PSAP Managers signature on the request form.

The PSAP Manager then sends a written pre-approval request to their respective E-911 Program Manager. The request will be approved or denied in writing.

Pre-approved requests for reimbursement are paid to the Fiscal Agent after the PSAP Manager submits a letter requesting reimbursement to the E-911 Program Manager with proof of payment.

Additional information regarding The E-911 GIS Program is found in Chapter 5 of this guide.

Project Management

For all E-911 approved BOF requests over \$100,000.00, the PSAP will collaborate with the E-911 Program Manager to develop a project plan for review and approval by DoIT.

These projects are usually E-911 “back-room” equipment replacements are critical in providing E-911 services to the PSAP. The E-911 funds can be used to purchase a standard configuration 911 hardware and software package for back-room equipment and E-911 workstations.

NOTE: BOF approved funds for 911 equipment are used to purchase a standard configuration E-911 system that does not include non-standard options. These options may be purchased by the PSAP at their own expense and must be on separate quotes and invoices. The minimum or base equipment features are found in the Rule 10.6.2.11(C.) NMAC.

Project plans for E-911 equipment over \$100,000.00 require approvals from the DoIT Technical Architectural Review Committee (TARC), the Project Certification Committee (PCC) and the BOF.

Due to the time needed to develop the project plan and to obtain vendor quotes, PSAP Managers are encouraged to start the request process as soon as the BOF announcement is made. The project plan will include:

- a project overview including background information, project dependencies and risks;
- project authority and organizational structure including stakeholders and reporting;
- the scope and project objectives that include any growth or expansion needs;
- project management and controls; and
- project close process and attachments.

The project plan is submitted to the DoIT Technical Architecture Review Committee (TARC) and the Project Certification Committee (PCC) for approval.

After approval by the TARC and PCC, the E-911 Program staff will meet with the vendor and PSAP Manager to review the project plan and vendor quote to ensure compliance with the plan and to amend the plan as needed.

Upon BOF approval, the E-911 Program Manager will prepare a grant amendment for execution by the fiscal agent. Once the amendment is fully executed, LGD will send letters to the PSAP and the selected vendor giving authorization to move forward with the project as detailed in the project plan.

The E-911 staff and the PSAP Manager will monitor the project to ensure compliance with the project plan.

E-911 CPE Standard Configuration

Regarding new 911 CPE or 911 equipment upgrades, the E-911 Program only funds basic or “standard configuration” 911 equipment purchases. Options and the interface for those options provided by vendors are still available for PSAP agency purchase.

The standard configuration includes the equipment, software, power supplies, cables, racks, wiring, monitors, keyboards and associated hardware to provide the following features at each work station or PSAP position:

- ANI/ALI Controller;
- Management Information System (MIS);
- MIS printer;
- Telephony module;
- Telecommunication Device for the Deaf/Teletype (TDD/TTY) capability at each position;
- Computer Aided Dispatch interface;
- Selective and fixed button transfer;
- Minimum 30 minute Uninterruptible Power Supply (UPS);
- Map server;
- Instant playback recorder at each work station;
- Audible and visual indicators for incoming calls; and
- Netclock for multiple devices.

Processing Guidelines for PSAP Equipment Requests

The following guidelines are used by the E-911 Program staff to review and approve funding requests for BOF review. These guidelines are called the “Processing Guidelines for PSAP Equipment Requests”.

1.0 Request Processing General Guidelines

The following factors will be considered by the E-911 Program during request processing. The list is in order of importance.

1. Status of consolidation
2. Availability of E-911 Funds
3. PSAP submission of Annual PSAP Report to the E-911 Program
4. Criticality of request
5. The rank “Order” on the “Prioritized PSAP Equipment Replacement List”
6. Age of current equipment (using Equipment Guidance and Criteria below)
7. Manufacturer / vendor supportability and expected remaining life of current equipment
8. Strength of PSAP Equipment Request Letter
9. PSAP vendor quote compliance with the State Pricing Agreement (SPA)
10. PSAP compliance with established requirements for minimum training standards (NMAC paragraph 10.6.2.16) and minimum GIS / MSAG accuracy standards (NMAC paragraph 10.6.2.10)

2.0 Equipment Request Guidance and Criteria

PSAP Managers can request the latest version of Prioritized Equipment Replacement List or the Prioritized Recorder Replacement List from the E-911 Program. In the table, the “Minimum Age for Replacement” column is based upon industry best practices for equipment life expectancy.

2.1 Eligible Items

PSAP requests for the following items are being considered at this time.

Major Category	Minimum Age for Replacement	Guidance and Criteria
Call taking hardware/software platform (includes map software/hardware and UPS equipment)	5 Years	Certificate of installation date is desirable. Only requests for basic 911 equipment that provides for the minimum equipment features outlined in NMAC 10.6.2.11 will be considered
Generators	7 Years	Only generator requests to power 911 and Radio equipment will be considered. Proof / evidence of maintenance may be requested. Requests to replace neglected equipment will be questioned.
Dispatch Consoles	5-7 Years	Console refurbishing only
Logging Recorders & NAS Upgrades (excludes maintenance)	5-7 years	Certificate of installation date is desirable
Emergency Medical Dispatch (EMD) Software and Training	N/A	With pre-approval can be funded. Center must: <ul style="list-style-type: none"> • Be a primary 911 center, • Justify this request with call stats by call type • Certify ability to fund system maintenance
Dispatch Card Sets (includes training)	N/A	With pre-approval, can be funded.
Consumable Items (UPS Batteries, handsets, and headsets)	N/A	With pre-approval, these items can be funded through reimbursement. In some cases, if pre-approved these items can be purchased by the E-911 Program directly from the vendor.
Additional TN Extracts	N/A	The E-911 Program will consider funding requests for up to one additional TN Extracts on a case-by-case basis with an approved request by the PSAP Manager

2.2 Ineligible Items

PSAP requests for the following items are NOT being considered at this time.

Major Category	Reason
Dispatch Consoles	Forklift console upgrades are ineligible at this time
Dispatch Console Maintenance Contracts (may also be called extended warranty contracts)	Not allowed for purchase at this time
Chairs	Not allowed for purchase at this time
Law Enforcement or Fire Dispatch Software and training	Not allowed for purchase at this time as a single item.
Dispatch Software Maintenance	Not allowed for purchase at this time
Logging Recorder Quality Assurance software, hardware, & maintenance (such as AET, AIQ, and IRIS)	Not allowed due to funding levels at this time
Logging Recorder repairs and maintenance	Not allowed per E-911 Rule
Radio (Consoles, Base Stations, Mobiles, Handhelds, Repeaters) software, hardware, & maintenance	Not allowed per E-911 Statute
Computer Aided Dispatch (CAD) software, hardware, & maintenance	Not allowed per E-911 Statute
Records Management Systems (RMS) software, hardware, & maintenance	Not allowed per E-911 Statute
Notification Systems software, hardware, operating costs, & maintenance	Not allowed for purchase at this time. Examples include Target Notification, Reverse 911, Code Red, etc.
ALI Extracts	Not allowed for purchase at this time if used for Notification Systems. If used for GIS data quality improvement, request may be considered.
Generator repairs and maintenance	Not allowed at this time
HVAC (includes supplemental window units, duct work, vents, repairs & maintenance)	Not allowed per E-911 Statute
Facilities, Facility Repairs, parts, & Facility Maintenance Contracts	Not allowed per E-911 Statute

Major Category	Reason
Circuit and Equipment moves from existing to other (new) PSAP facilities	Not allowed at this time. Exception is if circuit moves are part of a PSAP consolidation request.
Any other item not explicitly allowed in the E-911 Rule or Statute	Not allowed per E-911 Rule/Statute
Pictometry interface to E-911 equipment	Not allowed at this time.
Tablets – iPads, notebooks and any other related items, such as monthly data plans for these items	Not allowed at this time.
911 Directors and GIS Quarterly meeting reimbursement	Not allowed at this time. Exception for DFA sponsored meeting, such as the 5 Year Planning meeting
Out of State training – including travel and pre diem	Not allowed at this time.

3.0 Exception Requests

Exceptions to the above ineligible items will be considered on a case-by-case basis.

4.0 Equipment Disposition (Inventory Control, Tracking, & Disposal)

Per the E-911 grant, equipment funded by the E-911 Program belongs to the E-911 Fiscal Agent. Local governments must follow their equipment disposition procedures.

In all cases, equipment that is discarded or not reused as the result of a major equipment upgrade must be properly accounted for (reallocated, transferred, sold, auctioned, shelved, etc.) and does not become the property of the vendor performing the equipment upgrade. Although a vendor will often coordinate the dismantling and removal of old equipment at the time of an upgrade, equipment disposition is the responsibility of the fiscal agent and not the vendor performing the upgrade.

Chapter 4: 911 Related Training Requests

Introduction to 911 Related Training Requests

Most 911 related training can be reimbursed with written pre-approval from the PSAP's E-911 Program Manager prior to commencement of the training including online training. In addition to reimbursements, some 911 related training can be paid directly to a vendor if this is agreed upon prior to the commencement of the training and the vendor is on the state price agreement. In all cases where the E-911 Program pays for training the PSAP must obtain written prior approval before the training. General education and training will not be reimbursed by the E-911 Program. A standardized request form is provided in Appendix 4.

In general, a 2010 PSAP training study identified many training strengths across the state and also provided several training related recommendations. One recommendation worth mentioning is that PSAPs should form PSAP training partnerships as much as possible to maximize the number of students and spread the high cost of training over as many students as possible.

Process for Training Reimbursement Requests

The following section is the E-911 Program's written process for in-state and limited out-of-state management development training reimbursement requests. Reimbursement for out of state travel is not reimbursable, however out of state training fees MAY be reimbursable with justification.

E-911 Program

Process for Training Reimbursement Requests

1.0 Legal Basis

Section 63-9D-8 NMSA, Subsection F
Title 10 Public Safety and Law Enforcement
Chapter 6 Local Government Law Enforcement Agencies
Part 2 Enhanced 911 Requirements
10.6.2.16 Telecommunicator / Dispatcher / GIS Training
10.6.2. E Funding; eligible costs

2.0 Introduction to Training Reimbursement Requests

In formulating a process by which eligible PSAPs may request in-state training reimbursements, requirements were taken from parts of the E-911 Rules and regulations. The process lays out the chronological sequence of events and the deadlines that must be met in order to complete a PSAP's formal training request. The process defines everything needed for reimbursement approval decision

The E-911 Program is responsible for approval, or in some cases, disapproval of training reimbursement requests. The E-911 Program is not responsible for developing, promoting, or circulating training curriculum and opportunities within the State of New Mexico. The E-911 Program does informally forward training related information to PSAP Managers. It should also be noted that Continuing Dispatch Educations credits (CDEs) are *not* maintained or monitored by the E-911 Program. PSAPs are responsible for their own training records storage, maintenance, and retention.

3.0 Process for Reimbursement Approval for 911 Training Reimbursement

Pre-Approval Training Reimbursement Requests

1. PSAP Managers or Training Coordinators requesting training must send the request, via e-mail, to the State E-911 Program Manager assigned to the PSAP. In the request, include a copy of the NM E-911 Travel & Training Reimbursement Request Form if travel is needed, with the "Anticipated" column completed and approval verified with the signature of the PSAP Manager. The request form is in Appendix 4 of this guide.
2. The request form must include all of the mandatory items appearing in yellow highlight on the form.
3. Unless itineraries of multiple travelers match exactly, separate request forms are required.

4. Requested courses should be those that are:
 - a. Accredited for dispatch CDEs by the Department of Public Safety (DPS) Law Enforcement Academy (LEA). Attach course accreditation certificates if feasible. At a minimum, list the course accreditation number in the justification block of the request form.
 - b. Approved for EMD CEs by the Emergency Medical Service (EMS) Bureau of the Department of Health (DOH). Attach course approval certificates if feasible. At a minimum, list the course approval number in the justification block of the request form.

Note: The DPS/LEA and EMS Bureau can approve/accredit courses that are not already accredited. In order for courses to be expanded beyond already accredited courses—for example those being provided by APCO and NENA—conference planners, training coordinators, and PSAP Managers should seek course accreditation in advance of the course or conference. The E-911 Program will generally not provide reimbursement for courses that have not been accredited

- c. Some exceptions, for example certain on-line courses, may be authorized by state E-911 Managers on a case-by-case basis.
5. Mileage and Per Diem reimbursement rules.
 - a. **Exceptions to reimbursement:** travel to and from the Law Enforcement Academy in connection with Telecommunications certification is not reimbursable as it is considered a cost of running a PSAP. The E-911 Program has never reimbursed for this cost.
 - b. **Rates:** while local governments may reimburse employees at a rate of their choosing, the E-911 Program reimburses mileage following DFA travel policy. Rates may change due to IRS guidelines or by order of the DFA Cabinet Secretary.
 - c. **Distance Calculations:** DFA's policy is to use the mileage distance calculations of Rand McNally. Rand McNally's online mileage calculator is therefore the recommended calculation tool. Trip calculations can be optimized by adding waypoints to ensure the shortest route. When requesting mileage reimbursement, Rand McNally mileage calculation printouts are required.

NOTE- E-911 Program will not reimburse mileage per diem if a vehicle is provided to the travelers from their agencies.

- d. **Multiple Trips vs. Overnighting:** if it results in less total cost, PSAPs should consider driving to and from course locations daily. If the distance from the departure location is greater than 75 miles, overnight per diem is automatically authorized, if requested. The only exceptions may be for safety concerns.

- e. **Number of Travelers:** to encourage carpooling, if more than one student is traveling to a course or conference, carpooling is to be used. The E-911 Program will not reimburse multiple students mileage if the same course or conference is being attended. For those attending the same course/conference, student schedules must vary greatly in order to be reimbursed separately for mileage. Of course vehicle capacity (size, seating) limitations are to be considered and reasonable carpooling situations are preferred.
6. The E-911 Program Manager will respond back to the PSAP Manager or Training Coordinator within five (5) working days, approving or disapproving the request.

Actual Training Reimbursement Request

1. Actual training reimbursement requests must be sent to the PSAP's E-911 Program Manager using the NM E-911 Travel & Training Reimbursement Request Form with the "Actual" column completed and with PSAP Manager's signature, if travel was involved.
2. In addition to the request form, the actual training reimbursement request should include the following items, if applicable.
 - a. A copy of the cancelled check(s) to the vendor for course fee payment and paid invoices.
 - b. Copies of course completion certificates.
3. ***The following items are not required for reimbursement: hotel receipts, Purchase Orders (POs), employee payment/travel vouchers. These documents are not needed.***
4. The E-911 Program Manager will process the request within 5 working days upon receipt and approval of all required documents.
5. The PSAP fiscal agent will receive a reimbursement from two weeks to a month from the time of processing.
6. A month after submission, PSAPs may request a warrant number from the E-911 Program Manager to help identify the funds being given to the fiscal agent.

Chapter 5: PSAP Geographic Information Systems (GIS) Related Items

Introduction to GIS Management at the E-911 Program

Because of the integral part that GIS and mapping play in 911, the E-911 Program staff includes a GIS Program Manager. The E-911 GIS Program Manager is responsible for providing GIS expertise and technical direction to the program. The GIS Program Manager also functions as a technical expert available to PSAPs and GIS data sources throughout the state. Some areas where the GIS Program Manager may provide support include, but are not limited to, GIS application software issues, map maintenance issues, and data quality issues.

The E-911 GIS Program Manager also serves as the procurement manager for the statewide GIS Request for Proposal (RFP) process. After a contract is awarded as a result of the RFP process, the GIS Program Manager is the primary interface with the statewide GIS Services contractor that performs quality control processing and map distribution (map upload/download) to PSAPs across the state. After local government approval, the GIS Program Manager reviews invoices for GIS related items prior to payment.

The E-911 GIS Program Manager is Glenn Condon. His phone number is (505) 827-4977 and email is glenn.condon@state.nm.us.

E-911 Program

Guidelines for Funding Requests for

Geographic Information Systems (GIS) Related Items

Version Date, November 2014

This guideline is intended to assist PSAP Managers and GIS data sources seeking funding from the E-911 Program for GIS related items. Due to changes in funding levels, it should be understood that this is a living document; a best practice is for PSAP Managers to check with their respective state E-911 Program Manager to ensure they have the most current version.

1.0 GIS Funding Request Process

A “GIS data source” is defined as any entity that is responsible for the production and maintenance of GIS data for a county, municipality, village, tribe, or pueblo in New Mexico. All requests for GIS related funding from the E-911 Fund must provide benefit to enhanced call taking at the PSAP that is supported by a GIS data source. The following steps or actions must be taken when requesting E-911 Program funding for GIS training and other GIS items. If the PSAP Manager has questions while processing requests for GIS related items, they may contact the E-911 Program GIS Manager or the respective E-911 Program Manager for guidance and assistance. Any extenuating circumstances, urgency, or other factors that could influence a funding decision should be included in the PSAP Manager’s written request to the E-911 Program. If there are questions concerning a data source’s role and responsibilities to the E-911 Program, the *GIS Data Source’s Guide to the New Mexico E-911 Program* should be consulted (a web link to the document?).

Software and Equipment Requests

1. Check Section 3.2 of this guide to see if item qualifies for the program.
2. Research the equipment or software you are looking at requesting and obtain a quote from the preferred vendor.
3. Fill out the request form, using the E-911 Program GIS Equipment & Software Reimbursement Request Form (Appendix 9), and make sure to clarify your justifications on how this purchase pertains to your job and what you do for the 9-1-1 program.
4. Attach documentation to form.
5. Take documentation and form to the PSAP for PSAP Manager’s pre-authorization signature.

7. The PSAP Manager must sign and submit a written pre-approval and email request to their respective E-911 Program Manager via fax at (505) 827-4948 or email.
8. Order item.
9. Take possession of item before the end of the fiscal year.
10. Submit reimbursement paperwork for item, together with proof of PAYMENT. (Must be canceled check or Credit Card statement, etc... PO will not be accepted) before cut-off date at end of fiscal year. **Last day to process reimbursements is July 11.**

Travel and Training Requests

- Select and obtain quotes and documentation for training course(s); note that the selected training must be relevant to tasks benefitting GIS development and maintenance of E-911 spatial data.
- Seek authorization from your local supervisor.
- Fill out the E-911 Program Travel & Training Reimbursement Request Form (Appendix 4). Remember you must justify attending the class by showing its relevance to the E-911 program.
- Fill out first column of the Travel and Training Form, electronically, and print it
- Take completed form to your PSAP manager for Pre-Authorization signature.
- Have PSAP Manager forward the form with an email request to DFA for pre-approval (scan and email or fax it, but keep the original copy for further paperwork after the class).
- Apply for per diem and to have the class paid for through local entity (ESRI will be paid directly by DFA this year, all other trainings will be a reimbursement).
- Attend class.
- Upon returning from the successfully completed class, fill in the second column of the Travel and Training form.
- Return to DFA with your certificate of completion for reimbursement (ESRI classes will fax your certificate to DFA prior to giving it to you).

Please Remember, if you do not turn in the paperwork by the dead line, you will not get reimbursed.

2.0 DFA Funding Request Processing

The following will be considered by the state E-911 Program Managers and GIS Manager when processing a GIS funding request. The list is in order of importance.

1. Status of consolidation.
2. PSAP Manager's approval prior to E-911 Program submission (requests directly from GIS data sources will be deferred to PSAP Managers prior to E-911 Program processing)
3. Status of GIS MOU for the PSAP if applicable.
4. Availability of E-911 Fund money.

5. Availability balance of funds designated as “PSAP GIS Discretionary Budget” for a particular PSAP. Request a “balance” from the E-911 Program Manager.
6. Criticality of request.
7. PSAP compliance with established requirements for minimum MSAG accuracy standards per NMAC paragraph 10.6.2.10.
8. Listing of “Eligible” and “Ineligible” items in section 3.0 below.

3.0 GIS Eligible and Ineligible Items

All E-911 funding decisions are determined on a case-by-case basis using the above processing and the below “Eligible” and “Ineligible” item tables.

3.1 Eligible Items-Funded Through the “GIS Consulting Services” E-911 Grant Line Item

The items in this table are eligible funding items that are funded through the E-911 grant.

Category	Guidance and Criteria
Statewide Quality Control Processing	This is a statewide effort performed by the Statewide 911 GIS contractor. The E-911 Program pays this invoice “on behalf of” the PSAP approval.
Statewide Map Distribution	This is a statewide effort performed by the Statewide 911 GIS contractor. The E-911 Program pays this invoice “on behalf of” the Fiscal Agent after PSAP approval.

3.2 Eligible Items-Funded through the “PSAP GIS Discretionary Budget” E-911 Grant Line Item

All funding requests for the following items will be considered at this time. With E-911 Program pre-approval, the items in this table may be funded using the “PSAP GIS Discretionary Budget” line item in the E-911 Grant. The PSAP GIS Discretionary Budget is a cash reimbursement to the fiscal agent or in some cases paid directly to a vendor on behalf of the PSAP. Funding in the PSAP GIS Discretionary Budget does not carry forward from fiscal year to fiscal year, therefore it can be considered “use or lose”. At the beginning of a new fiscal year, the budget is reset to new levels. If not specifically listed as an ineligible item, unlisted items may be considered for funding through the PSAP GIS Discretionary Budget.

The Future of the GIS Discretionary Budget

At the conclusion of the each full year for the GIS Discretionary Budget the E-911 Program intends to review the spent amounts, type of items funded, and the total costs of all received requests. Assuming that the GIS Discretionary Budget is continued in future fiscal years, the E-911 Program will work to formalize the method(s) used to calculate

future budget amounts. The Program will also formalize the process of adjusting the individual amounts in the budget for future years, relying primarily on input from PSAP Managers, GIS and documented data quality improvements.

Among the factors to be considered for GIS Discretionary Budget continuation are cost effectiveness, E-911 fund health, and data quality improvement over time. Entities who do not improve data over time may not see GIS Discretionary Budgets remain at current levels.

Category	Guidance and Criteria
ESRI Software, Maintenance & Upgrades	ESRI software purchase and maintenance is reimbursable from the E-911 Fund. Approvals for licensing must be constrained to those that directly relate to E-911 support activities. Use the E-911 Program GIS Equipment & Software Reimbursement Request Form (Appendix 9) for requesting software and software maintenance.
ESRI Basic Desktop (ArcView)	This is the standard “GIS software” package funded by the E-911 Program for approved GIS data sources or support personnel. This version will serve the GIS needs of a high percentage of PSAPs in New Mexico and in almost all cases has been funded already.
ESRI Standard Desktop (ArcEditor)	Requests for Standard Desktop software or upgrade licensing will be considered on a case-by-case basis where a clearly documented justification and skill set are in place. .
ESRI Advanced Desktop (ArcInfo)	Requests for Advanced Desktop licensing or upgrade will be considered on a case-by-case basis where a clearly documented justification and skill set are in place
Statewide GIS Addressing Software	
Contractor Addressing Software, Licenses, & Subscriptions (Intrado ’s MapSAG falls into this category)	Requests for MapSAG software should be made to the GIS Program Manager. Your Discretionary fund will be debited \$200 for the MapSAG software. All requests for other addressing software must have prior approval from the E-911 Program Manager and the GIS Program Manager.
Training	GIS related training requests should be made using the “NM E-911 Travel & Training Reimbursement Request Form” mentioned in Chapter 4 of this guide.

Category	Guidance and Criteria
ESRI Web-based Trainings	These trainings are eligible for reimbursement and require pre-approved. It is up to the data source to arrange their scheduling and up-front payment.
GIS courses through colleges and training / learning institutions	Courses must directly benefit GIS data improvement and the PSAP supported by the GIS data source. All requests for these trainings must be pre-approved by the E-911 GIS Program Manager. Reimbursement to the fiscal agent will come out of the PSAP GIS Discretionary Budget.
ESRI Instructor-led Trainings	DFA funded ESRI and other instructor-led courses are periodically offered. GIS data sources will be notified when these courses are scheduled. A minimal sign-up quorum (typically 8 students) will be required to hold the classes.
Other Training Options	GIS related courses recommended by the GIS Training Committee are eligible for reimbursement, provided they provide benefit to the data used in locating a 911 caller. Topics can include production, maintenance, and advanced techniques. A list of specific courses can be provided by the GIS Affiliate of the NMAC. Vendor provided training for GPS equipment is also eligible for reimbursement.
GIS Equipment	Per paragraph 10.6.2.11.E.4 of the E-911 Rule, GIS equipment can be funded by the E-911 Fund. However, due to budget constraints, funding of GIS Equipment is limited. If pre-approved, the E-911 Program may fund GIS equipment items through cash reimbursement to the fiscal agent and funds will come out of the PSAP GIS Discretionary Budget (refer to section 3.3). Request should be accompanied by the E-911 Program GIS Equipment & Software Reimbursement Request Form (Appendix 9) and quotes for the requested equipment.
Laptops & desktop computers for GIS (3 year replacement cycle)	These items may be requested. Simultaneous requests for laptops and desktops are discouraged and must be justified.
Tablet, smartphone, and future technologies	These items are generally not considered powerful enough for GIS applications. Requests must be justified.
Plotters & printers (3 year replacement cycle)	These items may be requested. Requests must be justified by the PSAP manager and GIS personnel.

Category	Guidance and Criteria
GPS Receivers (3 year replacement cycle)	These items may be requested. “Survey grade” GPS equipment will be reimbursed at the cost of lesser equipment that could have done the job for 911. Full reimbursement for “survey grade” equipment will not be authorized. The difference between the cost of “survey grade” and “911 grade” equipment is the responsibility of the purchasing agency, not the E-911 Program.
GIS “Special Projects”	GIS “Special Projects” are those data collection, quality assurance, and “clean up” projects that are intended to bring data up to acceptable quality standards. At their own expense, local governments can choose to fund a special project at any time using the State Price Agreement (SPA) for GIS services. E-911 Funds may be used to fund special projects on a case-by-case basis and with significant justification and assurance that the “clean” data will be maintained. A special project funding request is subject to the highest level of scrutiny with the items listed in section 2.0 above and will require a 50% cost sharing commitment from the requesting entity. PSAP Manager and/or GIS data providers must contact the GIS Program Manager to discuss the possibility of a special project.

3.3 Ineligible Items-These items cannot be funded by E-911 Program

Funding requests for the following items will not be considered at this time. Local governments can fund these items at their own expense.

Major Category	Reason
Microsoft Office Suite	Not funded by the E-911 Program. Note this applies to the full suite. MS Excel and other applications can be funded as a stand-alone application with justification.
Signs and sign making equipment	Not funded by the E-911 Program.
ESRI Concurrent Software Licenses	Not funded by the E-911 Program. However, if a concurrent ESRI license is used, then an entity may request reimbursement for the amount of a single seat license of the same product.
Map Books For Emergency Responders	Not funded by the E-911 Program.
Postage for Address Change Notifications	Not funded by the E-911 Program.
Address Placards	Not funded by the E-911 Program.

Major Category	Reason
General education & training	Not funded by the E-911 Program.
GIS Conferences & Quarterly GIS Affiliate meetings	Not funded by the E-911 Program.
Pictometry software	Not an allowable E-911 funded expense.
Tablet, smartphone, and future technologies	These items may be approved upon justification and review for proven value to the program.
Specific Training Courses	
Raster/Remote Sensing Base Training	Although this type of data may have value, funds for training on this type of data are not available from the E-911 Program.
Land Information	Although this type of data may have value, funds for training on this type of data are not available from the E-911 Program.

Introduction to GIS Memorandum of Understanding (MOU) Template

All entities providing GIS data services for a PSAP should already have a memorandum of understanding (MOU) on file at the E-911 Program. If your area does not have an MOU, please contact the E-911 GIS E-911 Program Manager. An MOU documents the relationship, roles, and responsibilities among the parties who support a PSAP. Because of the strong relationship between GIS and the Mater Street Address Guide (MSAG) Coordinator, the MOU should articulate the roles and responsibilities for MSAG maintenance as well.

The following section is template language that can be used to create a MOU among GIS data sources that support a PSAP.

Memorandum of Understanding for GIS and MSAG Database and Services

This Agreement is entered into between the Rio Grande County Regional Dispatch Authority and the County of Rio Grande (County of Rio Grande shall provide data for the Village of Santa Monica and City of Somewhere), Town of Copper Canyon and the City of Seaward. The County of Rio Grande serves as fiscal agent for Rio Grande County Regional Dispatch Authority and as such, holds the 911 Grant with Local Government Division, Department of Finance and Administration, for the Public Safety Answering Point (PSAP).

Whereas, the Local Government Division, State of New Mexico, provides funding to regional Public Safety Answering Points (PSAPs) to provide Enhanced 911 Land-line service and Wireless Phase I and II service, including components such as upgraded addressing, equipment, software, GIS databases, and training; and

Whereas, the Rio Grande County Regional Dispatch Authority serves the County of Rio Grande with Enhanced Landline and Phase I and II Wireless services; and

Whereas, the State of New Mexico 9-1-1 Rules and Regulations require that the 9-1-1 databases, including the MSAG (Master Street Address Guide) and ALI (Automatic Location Identifier) be maintained at each PSAP at a 96% or higher accuracy rate; and

Whereas, it is the responsibility of the Rio Grande County Regional Dispatch Authority to maintain the MSAG and associated ALI databases at the 96% or higher accuracy rate and to appoint appropriate MSAG Director(s) to be responsible for meeting this requirement; and

Whereas, the Rio Grande County Regional Dispatch Authority requires for complete Enhanced Landline and Wireless E9-1-1 Service:

- Master Address Street Guide (MSAG) information consisting of valid road names and ranges, communities and Emergency Service responder information
- 9-1-1 Addressing that is MSAG compliant
- GIS Mapping Layers, synchronized with the MSAG, to enable dispatch call mapping
- Timely updates of this data from the County of Rio Grande (County of Rio Grande shall provide data for Village of Santa Monica and City of Somewhere), Town of Copper Canyon and the City of Seaward GIS and Addressing personnel; and

Whereas, the County of Rio Grande (County of Rio Grande shall provide data for Village of Santa Monica and City of Somewhere), Town of Copper Canyon and the City of Seaward and their GIS/Addressing personnel or departments:

- Currently address their residences and businesses
- Maintain their data over time
- Maintain road centerline data in GIS format
- Have received software, training and services from the E9-1-1 Program to enable and enhance their addressing and GIS
- Will continue to receive software support, consulting and training funded by the E9-1-1 Program; and

Whereas, the County of Rio Grande (County of Rio Grande shall provide data for Village of Santa Monica and City of Somewhere), Town of Copper Canyon and the City of Seaward GIS personnel agree to:

- Continue to maintain 9-1-1 Addressing
- Provide to the Rio Grande County Regional Dispatch Authority updated GIS road centerline and addressing data and MSAG information on a timely basis through the designated sources or means
- Cooperate with the fiscal agent and its consultant in developing and providing the data; and

Whereas, the County of Rio Grande (County of Rio Grande shall provide data for Village of Santa Monica and City of Somewhere),

Town of Copper Canyon and the City of Seaward and their PSAP, Addressing and GIS personnel acknowledge that:

- Failure to comply with the above agreement will constitute failure to comply with state 911 Rules and Regulations
- Failure to comply with the above agreement will incur an increased fiscal burden to operate the Rio Grande County Regional Dispatch Authority
- Failure to comply with the above agreement may affect the Rio Grande County Regional Dispatch Authority ability to respond to an emergency
- Addressing and maintaining addressing and road centerlines in GIS format directly benefit the residents of the County of Rio Grande, Town of Copper Canyon, City of Seaward, Village of Santa Monica and City of Somewhere by contributing to save lives and property during emergencies by providing important location information for dispatchers and emergency responders

NOW THEREFORE, the parties hereby agree as follows:

1. Scope of Agreement:

- Develop and maintain addressing and related addressing and road centerline GIS data in conformance and compliance with any specifications of the New Mexico Statewide Mapping Program and the 911 rules and Regulations
- Provide updated GIS road centerline data in specified format to the Rio Grande County Regional Dispatch Authority through New Mexico Statewide Mapping Program, using the designated upload location in the Rio Grande County Regional Dispatch Authority on a monthly scheduled basis
- Provide other agreed-upon updated GIS layers to the Rio Grande County Regional Dispatch Authority through their director or designated agent or consultant, timed to coincide with monthly data uploads to the State Mapping System. This GIS data may include structure locations, fire or other boundaries, parcels or other useful reference data in GIS format for use at the PSAP in locating emergency callers. It is the responsibility of the designated PSAP mapping coordinator, not the City or County Addressors or GIS personnel, to set up and format this data for use with the call mapping software at the PSAP and learn to use this call mapping software effectively

- Maintain, update and/or correct MSAG database information for the Rio Grande County Regional Dispatch Authority's response area on a timely basis through the 911Net website provided by Intrado
 - Resolve MSAG and addressing errors reported by the Telephone Companies to maintain MSAG and 9-1-1 databases at a 96% accuracy rate
 - Provide to the Rio Grande County Regional Dispatch Authority Director or his/her appointed agent or consultant the point or points of contact (name, address, number, phone, fax, email) for any personnel handling MSAG updates and provide notification of any personnel changes within 5 days
 - Cooperate with the PSAP Director or his/her designated agent or consultant in developing and providing the data
2. **Term:** The agreement will become effective _____, 2010. If any party desires to terminate their participation, Rio Grande County Regional Dispatch Authority shall be notified in writing at least ninety (90) days prior to the termination date. Upon termination all obligations incurred under this Agreement shall end.
 3. **Property:** Property is the GIS Road Centerline Data that will be used to update MSAG and for dispatch call mapping used for the purpose of responding to landline and cell phone emergency calls.
 4. **Amendment:** This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
 5. **Strict Accountability of all Receipts and Disbursements:** The Fiscal Agent shall be strictly accountable for all receipts and disbursements under this agreement.
 6. **Governing Law:** This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

County of Rio Grande

County Manager

Date

Town of Copper Canyon

City Manager

Date

City of Seaward

Mayor

Date

STATE OF NEW MEXICO

Rio Grande County Regional Dispatch Authority ss.

The foregoing instrument was acknowledged before me this XX day
of _____ Month, 2010 by Mayor and Administrators.

Notary Public

My Commission Expires:

Appendix 1: E-911 Law

N. M. S. A. 1978, § 63-9D-3

West's New Mexico Statutes Annotated Currentness

☞ Chapter 63, Railroads and Communications

☞ Article 9D, Enhanced 911 (Refs & Annos)

§ 63-9D-3. Definitions

As used in the Enhanced 911 Act:

- A. "911 emergency surcharge" means the monthly uniform charge assessed on each access line in the state and on each active number for a commercial mobile radio service subscriber whose billing address is in New Mexico;
- B. "911 service area" means the area designated by the fiscal agent, local governing body or the division to receive enhanced 911 service;
- C. "access line" means a telecommunications company's line that has the capability to reach local public safety agencies by dialing 911, but does not include a line used for the provision of interexchange services or commercial mobile radio service;
- D. "commercial mobile radio service" means service provided by a wireless real-time two-way voice communication device, including:
- (1) radio-telephone communications used in cellular telephone service;
 - (2) the functional or competitive equivalent of radio-telephone communications used in cellular telephone service;
 - (3) a personal communications service; or
 - (4) a network radio access line;
- E. "commercial mobile radio service provider" means a person who provides commercial mobile radio services, including a person who purchases commercial mobile radio service from a provider and resells that service;
- F. "commission" means the public regulation commission;
- G. "database" means information that is collected, formatted and disseminated and that is necessary for the functioning of the enhanced 911 system, including geographic information system (GIS) addressing and digital mapping information;
- H. "department" means the taxation and revenue department;
- I. "division" means the local government division of the department of finance and administration;
- J. "enhanced 911 system" means a landline or wireless system consisting of network switching equipment, database, mapping and on-premises equipment that uses the single three-digit number 911 for reporting police, fire, medical or other emergency situations, thereby enabling a caller to reach a public safety answering point to report emergencies by dialing 911, and includes the capability to:
- (1) selectively route incoming 911 calls to the appropriate public safety answering point operating in a 911 service area;
 - (2) automatically display the name, address and telephone number of an incoming 911 call on a video monitor at the appropriate public safety answering point;
 - (3) provide one or more access paths for communications between users at different geographic locations through a network system that may be designed for voice or data, or both, and may feature limited or open access and may employ appropriate analog, digital switching or transmission technologies; and
 - (4) relay to a designated public safety answering point a 911 caller's number and base station or cell site location and the latitude and longitude of the 911 caller's location in relation to the designated public safety answering point;

K. "enhanced 911 equipment" means the public safety answering point equipment directly related to the operation of an enhanced 911 system, including automatic number identification or automatic location identification controllers and display units, printers, logging recorders and software associated with call detail recording, call center work stations, training, latitude and longitude base station or cell site location data and GIS equipment necessary to obtain and process locational map and emergency service zone data for landline and wireless callers;

L. "equipment supplier" means a person who provides or offers to provide telecommunications equipment necessary for the establishment of enhanced 911 services;

M. "fiscal agent" means the local governing body that administers grants from the fund for a given locality or region by agreement;

N. "fund" means the enhanced 911 fund;

O. "local governing body" means the board of county commissioners of a county or the governing body of a municipality as defined in the Municipal Code;

P. "proprietary information" means customer lists, customer counts, technology descriptions or trade secrets, including the actual or development costs of individual components of an enhanced 911 system; provided that such information is designated as proprietary by the commercial mobile radio service provider or telecommunications company; and provided further that "proprietary information" does not include individual payments made by the division or any list of names and identifying information of subscribers who have not paid the surcharge;

Q. "public safety answering point" means a twenty-four-hour local communications facility that receives 911 service calls and directly dispatches emergency response services or that relays calls to the appropriate public or private safety agency;

R. "subscriber" means a person who is a retail purchaser of telecommunications services that are capable of originating a 911 call;

S. "surcharge" means the 911 emergency surcharge;

T. "telecommunications company" means a person who provides wire telecommunications services that are capable of originating a 911 call; and

U. "vendor" means a person that provides 911 equipment, service or network support.

Current through laws effective May 14, 2008 of the Second Regular Session of the 48th Legislature (2008)

N. M. S. A. 1978, § 63-9D-4

West's New Mexico Statutes Annotated [Currentness](#)

☐ [Chapter 63](#). Railroads and Communications

☐ [Article 9D](#). Enhanced 911 ([Refs & Annos](#))

§ 63-9D-4. Provision for enhanced 911 services by local governing bodies; enhanced 911 system costs; payment of costs; joint powers agreements; aid outside jurisdictional boundaries

A. A local governing body or a consortium of local governing bodies may incur costs for the purchase, lease, installation or maintenance of enhanced 911 equipment and training necessary for the establishment of an enhanced 911 system and may pay such costs through disbursements from the fund; provided that the local governing body has employed properly trained staff in its public safety answering point pursuant to the Public Safety Telecommunicator Training Act.

B. If the enhanced 911 system is to be provided for territory that is included in whole or in part in the jurisdiction of the local governing bodies of two or more public agencies that are the primary providers of emergency firefighting, law enforcement, ambulance,

emergency medical or other emergency services, the agreement for the procurement of the enhanced 911 system shall be entered into by the fiscal agent designated by the local governing bodies. A local governing body may expressly exclude itself from the agreement. Nothing in this subsection shall be construed to prevent two or more local governing bodies from entering into a joint powers agreement pursuant to the Joint Powers Agreements Act to establish a separate legal entity that can enter into an agreement as the enhanced 911 system customer.

C. A public agency in an enhanced 911 service area shall provide that, once an emergency unit is dispatched in response to a request for aid through the enhanced 911 system, the emergency unit shall render services to the requester without regard to whether the unit is operating outside its normal jurisdictional boundaries.

D. A local governing body in an enhanced 911 service area shall provide GIS addressing and digital mapping data to the public safety answering point that provides the enhanced 911 service to the local governing body.

Current through laws effective May 14, 2008 of the Second Regular Session of the 48th Legislature (2008)

N. M. S. A. 1978, § 63-9D-4.1

 [Chapter 63](#). Railroads and Communications

 [Article 9D](#). Enhanced 911 ([Refs & Annos](#))

§ 63-9D-4.1. Email notification

State and local 911 systems shall be able to receive emergency notifications by email.

Current through laws effective May 14, 2008 of the Second Regular Session of the 48th Legislature (2008)

N. M. S. A. 1978, § 63-9D-5

 [Chapter 63](#). Railroads and Communications

 [Article 9D](#). Enhanced 911 ([Refs & Annos](#))

§ 63-9D-5. Imposition of surcharge

A. There is imposed a 911 emergency surcharge in the amount of fifty-one cents (\$.51) to be billed to each subscriber access line by a telecommunications company and on each active number for a commercial mobile radio service subscriber whose billing address is in New Mexico; provided, however, that the surcharge shall not be imposed upon subscribers receiving reduced rates pursuant to the Low Income Telephone Service Assistance Act.

B. Commercial mobile radio service providers shall be required to bill and collect the surcharge from their subscribers whose places of primary use, as defined in the federal Mobile Telecommunications Sourcing Act [\[FN1\]](#), are in New Mexico. Telecommunications companies shall be required to bill and collect the surcharge from their subscribers. The surcharge required to be collected by the commercial mobile radio service provider or telecommunications company shall be added to and stated clearly and separately in the billings to the subscriber. The surcharge collected by the commercial mobile radio service provider or telecommunications company shall not be considered revenue of the commercial mobile radio service provider or telecommunications company.

C. A billed subscriber is liable for payment of the 911 emergency surcharge until it has

been paid to the commercial mobile radio service provider or telecommunications company.

D. A commercial mobile radio service provider or telecommunications company has no obligation to take legal action to enforce the collection of the surcharge; an action may be brought by or on behalf of the department. A commercial mobile radio service provider or telecommunications company, upon request and not more than once a year, shall provide to the department a list of the surcharge amounts uncollected, along with the names and addresses of subscribers who carry a balance that can be determined by the commercial mobile radio service provider or telecommunications company to be nonpayment of the surcharge. The commercial mobile radio service provider or telecommunications company shall not be held liable for uncollected surcharge amounts.

E. The surcharge shall commence with the first billing period of each subscriber on or following July 1, 2005.

[\[FN1\] 4 U.S.C.A. §§ 116 to 126.](#)

Current through laws effective May 14, 2008 of the Second Regular Session of the 48th Legislature (2008)

N. M. S. A. 1978, § 63-9D-7

[Chapter 63](#). Railroads and Communications

[Article 9D](#). Enhanced 911 [\(Refs & Annos\)](#)

§ 63-9D-7. Remittance of charges; administrative fee

A. The surcharge collected shall be remitted monthly to the department, which shall administer and enforce collection of the surcharge in accordance with the Tax Administration Act. The surcharge shall be remitted to the department no later than the twenty-fifth day of the month following the month in which the surcharge was imposed. At that time, a return for the preceding month shall be filed with the department in such form as the department and telecommunications company or commercial mobile radio service provider shall agree upon. A telecommunications company or commercial mobile radio service provider required to file a return shall deliver the return together with a remittance of the amount of the surcharge payable to the department. The telecommunications company or commercial mobile radio service provider shall maintain a record of the amount of each surcharge collected pursuant to the Enhanced 911 Act. The record shall be maintained for a period of three years after the time the surcharges were collected.

B. From a remittance to the department made on or before the date it becomes due, a telecommunications company or commercial mobile radio service provider required to make a remittance shall be entitled to deduct and retain one percent of the collected amount or fifty dollars (\$50.00), whichever is greater, as the administrative cost for collecting the surcharge.

and network and database surcharge fund is transferred to the enhanced 911 fund."

Current through laws effective May 14, 2008 of the Second Regular Session of the 48th Legislature (2008)

N. M. S. A. 1978, § 63-9D-8

[Chapter 63](#). Railroads and Communications

[Article 9D](#). Enhanced 911 [\(Refs & Annos\)](#)

§ 63-9D-8. Enhanced 911 fund; creation; administration; disbursement; reports to legislature

A. There is created in the state treasury a fund that shall be known as the "enhanced 911 fund". The fund shall be administered by the division.

B. All surcharges collected and remitted to the department shall be deposited in the fund.

C. Money deposited in the fund and income earned by investment of the fund are appropriated for expenditure in accordance with the Enhanced 911 Act and shall not revert to the general fund.

D. Payments shall be made from the fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the division solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service. A person who purchases commercial mobile radio services or telecommunications services from a commercial mobile radio service provider or telecommunications company for the purpose of reselling that service is not eligible for reimbursement from the fund. Money in the fund may be used for the payment of bonds issued pursuant to the Enhanced 911 Bond Act.

E. Annually, the division may expend no more than five percent of all money deposited annually in the fund for administering and coordinating activities associated with implementation of the Enhanced 911 Act.

F. Money in the fund may be awarded as grant assistance to provide enhanced 911 service and equipment upon application of local governing bodies or their fiscal agents to the division and upon approval by the state board of finance. If it is anticipated that the funds available to pay all requests for grants will be insufficient, the state board of finance may reduce the percentage of assistance to be awarded. In the event of such reduction, the state board of finance may award supplemental grants to local governing bodies that demonstrate financial hardship.

G. After requesting enhanced 911 service from a telecommunications company or commercial mobile radio service provider, a local governing body may, by ordinance or resolution, recover from the fund an amount necessary to recover the costs of providing the enhanced 911 system in its designated 911 service area. The division, on behalf of local governing bodies, shall directly pay or reimburse commercial mobile radio service providers and telecommunications companies for their costs of providing enhanced 911 service. If a commercial mobile radio service provider or telecommunications company does not receive payment or reimbursement for the costs of providing enhanced 911 service, the provider is not obligated to provide that service.

H. The division shall report to the legislature each session the status of the fund and whether the current level of the 911 emergency surcharge is sufficient, excessive or insufficient to fund the anticipated needs for the next year.

Current through laws effective May 14, 2008 of the Second Regular Session of the 48th Legislature (2008)

N. M. S. A. 1978, § 63-9D-8.1

 [Chapter 63](#). Railroads and Communications

 [Article 9D](#). Enhanced 911 ([Refs & Annos](#))

§ 63-9D-8.1. Division powers

A. The division may adopt reasonable rules necessary to carry out the provisions of the Enhanced 911 Act.

B. The division may fund enhanced 911 systems pursuant to the provisions of the Enhanced 911 Act.

C. Division powers are limited and do not include power to intervene between two vendors or restrict marketing efforts of vendors.

D. The division and the local governing body may establish 911 service areas.

E. Unless otherwise provided by law, no rule affecting any person, agency, local governing body, commercial mobile radio service provider or telecommunications company shall be adopted, amended or repealed without a public hearing on the proposed action before the director of the division or a hearing officer designated by the director. The public hearing shall be held in Santa Fe unless otherwise permitted by statute. Notice of the subject matter of the rule, the action proposed to be taken, the time and place of the hearing, the manner in which interested persons may present their views and the method by which copies of the proposed rule or proposed amendment or repeal of an existing rule may be obtained shall be published once at least thirty days prior to the hearing in a newspaper of general circulation and mailed at least thirty days prior to the hearing date to all persons or agencies who have made a written request for advance notice of the hearing and to all local governing bodies, telecommunications companies and commercial mobile radio service providers.

F. All rules shall be filed in accordance with the State Rules Act.

Current through laws effective May 14, 2008 of the Second Regular Session of the 48th Legislature (2008)

N. M. S. A. 1978, § 63-9D-10

 [Chapter 63](#). Railroads and Communications

 [Article 9D](#). Enhanced 911 ([Refs & Annos](#))

 **§ 63-9D-10. Immunity**

Enhanced 911 systems are within the governmental powers and authorities of the local governing body or state agency in the provision of services for the public health, welfare and safety. In contracting for such services or the provisioning of an enhanced 911 system, except for willful or wanton negligence or intentional acts, the local governing body, public agency, equipment supplier, telecommunications company, commercial mobile radio service provider and their employees and agents are not liable for damages resulting from installing, maintaining or providing enhanced 911 systems or transmitting 911 calls.

Current through laws effective May 14, 2008 of the Second Regular Session of the 48th Legislature (2008)

N. M. S. A. 1978, § 63-9D-11

 [Chapter 63](#). Railroads and Communications

 [Article 9D](#). Enhanced 911 ([Refs & Annos](#))

§ 63-9D-11. Private listing subscribers and 911 service

A. Private listing subscribers waive the privacy afforded by nonlisted or nonpublished numbers only to the extent that the name and address associated with the telephone number may be furnished to the enhanced 911 system for call routing or for automatic retrieval of location information in response to a call initiated to 911.

B. Information regarding the identity of private listing subscribers, including names, addresses, telephone numbers or other identifying information, is not a public record and is not available for inspection.

C. Proprietary information provided by a commercial mobile radio service provider or telecommunications company is not public information and may not be released to any person without the express permission of the submitting provider, except that information may be released or published as aggregated data that does not identify the number of subscribers or identify enhanced 911 system costs attributable to an individual commercial mobile radio service provider or telecommunications company.

Current through laws effective May 14, 2008 of the Second Regular Session of the 48th Legislature (2008)

N. M. S. A. 1978, § 63-9D-11.1

 [Chapter 63](#). Railroads and Communications

 [Article 9D](#). Enhanced 911 ([Refs & Annos](#))

§ 63-9D-11.1. Violation; penalties

A. Any person who knowingly dials 911 for the purpose of reporting a false alarm, making a false complaint or reporting false information that results in an emergency response by any public safety agency is guilty of a petty misdemeanor and shall be punished by a fine of not more than five hundred dollars (\$500) or imprisonment for a term not to exceed six months, or both.

B. A municipality may adopt an ordinance making it a violation for any person to knowingly dial 911 for the purpose of reporting a false alarm, making a false complaint or reporting false information that results in an emergency response by any public safety agency. The municipality may adopt and enforce the ordinance pursuant to the authority provided in [Section 3-17-1 NMSA 1978](#).

Current through laws effective May 14, 2008 of the Second Regular Session of the 48th Legislature (2008)

N. M. S. A. 1978, § 63-9D-13

 [Chapter 63](#). Railroads and Communications

 [Article 9D](#). Enhanced 911 ([Refs & Annos](#))

§ 63-9D-13. Definitions

As used in the Enhanced 911 Bond Act:

- A. "board" means the state board of finance;
- B. "division" means the local government division of the department of finance and administration;
- C. "enhanced 911 bonds" means the bonds authorized in the Enhanced 911 Bond Act;
- D. "enhanced 911 project" means actions authorized under [Section 63-9D-14 NMSA 1978](#) that pertain to a specific component of the enhanced 911 system; and
- E. "enhanced 911 revenue" means the revenue to and the income of the enhanced 911 fund that are pledged to the payment of enhanced 911 bonds under the Enhanced 911 Bond Act.

Current through laws effective May 14, 2008 of the Second Regular Session of the 48th Legislature (2008)

N. M. S. A. 1978, § 63-9D-14

 [Chapter 63](#). Railroads and Communications

 [Article 9D](#). Enhanced 911 ([Refs & Annos](#))

§ 63-9D-14. Enhanced 911 bonds; authority to issue; pledge of revenues; limitation on issuance

A. In addition to any other law authorizing the board to issue revenue bonds, the board may issue enhanced 911 bonds pursuant to the Enhanced 911 Bond Act for the purposes specified in this section.

B. Enhanced 911 bonds may be issued for:

- (1) acquiring, extending, enlarging, bettering, repairing, improving, constructing, purchasing, furnishing, equipping or rehabilitating the enhanced 911 system, the payment of which shall be secured by enhanced 911 revenues;
- (2) reimbursing a commercial mobile radio service provider or telecommunications company for its reasonable costs of providing enhanced 911 service, the payment of which shall be secured by enhanced 911 revenues; or
- (3) reimbursing a local governing body or its fiscal agent for its reasonable costs of providing the enhanced 911 system, the payment of which shall be secured by enhanced 911 revenues.

C. The board may pledge irrevocably enhanced 911 revenues in the manner set forth in Subsection B of this section to the payment of the interest on and principal of enhanced 911 bonds. Any general determination by the board that expenditures are reasonably related to and constitute a part of a specified enhanced 911 project shall be conclusive if set forth in the proceedings authorizing the enhanced 911 bonds.

Current through laws effective May 14, 2008 of the Second Regular Session of the 48th Legislature (2008)

N. M. S. A. 1978, § 63-9D-15

 [Chapter 63](#). Railroads and Communications

 [Article 9D](#). Enhanced 911 ([Refs & Annos](#))

§ 63-9D-15. Use of proceeds of bond issue

It is unlawful to divert, use or expend any money received from the issuance of enhanced 911 bonds for any purpose other than the purposes for which the bonds were issued.

Current through laws effective May 14, 2008 of the Second Regular Session

of the 48th Legislature (2008)

N. M. S. A. 1978, § 63-9D-16

[Chapter 63](#). Railroads and Communications

[Article 9D](#). Enhanced 911 ([Refs & Annos](#))

§ 63-9D-16. Enhanced 911 bonds; terms

Enhanced 911 bonds:

- A. shall bear interest at a coupon rate or coupon rates not exceeding the maximum coupon rate which is permitted by the Public Securities Act; provided that interest shall be payable annually or semiannually and may or may not be evidenced by coupons; and provided further that the first interest payment date may be for interest accruing for any period not exceeding one year;
- B. may be subject to a prior redemption at the board's option at such time or times and upon such terms and conditions, with or without the payment of such premium or premiums, as may be provided by action of the board;
- C. may mature at any time or times not exceeding twenty years after the date of issuance;
- D. may be serial in form and maturity or may consist of one bond payable at one time or in installments;
- E. shall be sold for cash at, above or below par and at a price which results in a net effective interest rate which does not exceed the maximum permitted by the Public Securities Act; and
- F. may be sold at public or private sale.

Current through laws effective May 14, 2008 of the Second Regular Session of the 48th Legislature (2008)

N. M. S. A. 1978, § 63-9D-17

[Chapter 63](#). Railroads and Communications

[Article 9D](#). Enhanced 911 ([Refs & Annos](#))

§ 63-9D-17. Bond authorization

The board may issue and sell enhanced 911 bonds in compliance with the Enhanced 911 Bond Act. The board shall schedule the issuance and sale of the bonds in the most expeditious and economical manner upon a finding by the board that the division has certified that the need exists for the issuance of bonds and upon an action by the board designating the enhanced 911 fund to be the source of pledged revenues.

Current through laws effective May 14, 2008 of the Second Regular Session of the 48th Legislature (2008)

N. M. S. A. 1978, § 63-9D-18

[Chapter 63](#). Railroads and Communications

[Article 9D](#). Enhanced 911 ([Refs & Annos](#))

§ 63-9D-18. Authority to refund bonds

The board may issue and sell at public or private sale enhanced 911 bonds to refund outstanding enhanced 911 bonds and other bonds payable from the enhanced 911 fund by exchange, immediate or prospective redemption, cancellation or escrow, including the escrow of debt service funds accumulated for payment of outstanding bonds, or any combination thereof, when, in its opinion, such action will be beneficial to the state.

Current through laws effective May 14, 2008 of the Second Regular Session of the 48th Legislature (2008)

N. M. S. A. 1978, § 63-9D-19

[Chapter 63](#). Railroads and Communications

[Article 9D](#). Enhanced 911 ([Refs & Annos](#))

§ 63-9D-19. Enhanced 911 bonds not general obligations; authentication

A. Enhanced 911 bonds or refunding bonds issued as authorized by the Enhanced 911 Bond Act are:

- (1) not general obligations of the state; and
- (2) collectible only from the proper pledged revenues, and each bond shall state that it is payable solely from the pledged revenues, and that the bondholders may not look to any other state fund for the payment of the interest and principal of the bonds.

B. The bonds and coupons shall be signed and sealed as provided by the resolution of the board issuing the bond, and the Uniform Facsimile Signature of Public Officials Act shall be applicable.

Current through laws effective May 14, 2008 of the Second Regular Session of the 48th Legislature (2008)

N. M. S. A. 1978, § 63-9D-20

[Chapter 63](#). Railroads and Communications

[Article 9D](#). Enhanced 911 ([Refs & Annos](#))

§ 63-9D-20. Amount of surcharge; security for bonds

A. The legislature shall provide for the continued imposition, collection and deposit of the 911 emergency surcharge into the enhanced 911 fund in amounts that, together with other amounts deposited into the fund, will be sufficient to produce an amount necessary to meet annual debt service charges on all respective outstanding enhanced 911 bonds.

B. The legislature shall not repeal, amend or otherwise modify any law that affects the 911 emergency surcharge in a manner that impairs any outstanding enhanced 911 bonds secured by a pledge of the 911 emergency surcharge unless:

- (1) the outstanding enhanced 911 bonds to which the revenues from the surcharge are pledged have been discharged in full; or
- (2) provision has been made to discharge fully the outstanding enhanced 911 bonds to which the revenues from the surcharge are pledged.

C. Nothing in this section shall require any increase in the 911 emergency surcharge.

Current through laws effective May 14, 2008 of the Second Regular Session of the 48th Legislature (2008)

N. M. S. A. 1978, § 7-1-2

[Chapter 7](#). Taxation

[Article 1](#). Administration

§ 7-1-2. Applicability

The Tax Administration Act applies to and governs:

C. the administration and enforcement of the following taxes, surcharges, fees or acts as they now exist or may hereafter be amended:

- (1) Weight Distance Tax Act;
- (2) the workers' compensation fee authorized by [Section 52-5-19 NMSA 1978](#), which fee shall be considered a tax for purposes of the Tax Administration Act;
- (3) Uniform Unclaimed Property Act (1995);
- (4) **911 emergency** surcharge and the network and database surcharge, which surcharges shall be considered taxes for purposes of the Tax Administration Act;

N. M. S. A. 1978, § 7-1-3

 [Chapter 7](#). Taxation

 [Article 1](#). Administration

§ 7-1-3. Definitions

Unless the context clearly indicates a different meaning, the definitions of words and phrases as they are stated in this section are to be used, and whenever in the Tax Administration Act these words and phrases appear, the singular includes the plural and the plural includes the singular:

- A. "automated clearinghouse transaction" means an electronic credit or debit transmitted through an automated clearinghouse payable to the state treasurer and deposited with the fiscal agent of New Mexico;
- B. "department" means the taxation and revenue department, the secretary or any employee of the department exercising authority lawfully delegated to that employee by the secretary;
- C. "electronic payment" means a payment made by automated clearinghouse deposit, any funds wire transfer system or a credit card, debit card or electronic cash transaction through the internet;
- D. "employee of the department" means any employee of the department, including the secretary, or any person acting as agent or authorized to represent or perform services for the department in any capacity with respect to any law made subject to administration and enforcement under the provisions of the Tax Administration Act;
- E. "financial institution" means any state or federally chartered, federally insured depository institution;
- F. "Internal Revenue Code" means the Internal Revenue Code of 1986, as amended;
- G. "levy" means the lawful power, hereby invested in the secretary, to take into possession or to require the present or future surrender to the secretary or the secretary's delegate of any property or rights to property belonging to a delinquent taxpayer;
- H. "local option gross receipts tax" means a tax authorized to be imposed by a county or municipality upon the taxpayer's gross receipts, as that term is defined in the Gross Receipts and Compensating Tax Act, and required to be collected by the department at the same time and in the same manner as the gross receipts tax; "local option gross receipts tax" includes the taxes imposed pursuant to the Municipal Local Option Gross Receipts Taxes Act, Supplemental Municipal Gross Receipts Tax Act, County Local Option Gross Receipts Taxes Act, Local Hospital Gross Receipts Tax Act, County Correctional Facility Gross Receipts Tax Act and such other acts as may be enacted authorizing counties or municipalities to impose taxes on gross receipts, which taxes are to be collected by the department in the same time and in the same manner as it collects the gross receipts tax;
- I. "managed audit" means a review and analysis conducted by a taxpayer under an agreement with the department to determine the taxpayer's compliance with a tax administered pursuant to the Tax Administration Act and the presentation of the results to the department for assessment of tax found to be due;
- J. "net receipts" means the total amount of money paid by taxpayers to the department in a month pursuant to a tax or tax act less any refunds disbursed in that month with respect to that tax or tax act;
- K. "overpayment" means an amount paid, pursuant to any law subject to administration and enforcement under the provisions of the Tax Administration Act, by a person to the department or withheld from the person in excess of tax due from the person to the state at the time of the payment or at the time the amount withheld is credited against tax due;
- L. "paid" includes the term "paid over";
- M. "pay" includes the term "pay over";
- N. "payment" includes the term "payment over";
- O. "person" means any individual, estate, trust, receiver, cooperative association, club, corporation, company, firm, partnership, limited liability company, limited liability partnership, joint venture, syndicate, other

association or gas, water or electric utility owned or operated by a county or municipality; "person" also means, to the extent permitted by law, a federal, state or other governmental unit or subdivision, or an agency, department or instrumentality thereof; and "person", as used in [Sections 7-1-72 through 7-1-74 NMSA 1978](#), also includes an officer or employee of a corporation, a member or employee of a partnership or any individual who, as such, is under a duty to perform any act in respect of which a violation occurs;

P. "property" means property or rights to property;

Q. "property or rights to property" means any tangible property, real or personal, or any intangible property of a taxpayer;

R. "secretary" means the secretary of taxation and revenue and, except for purposes of [Subsection B of Section 7-1-4 NMSA 1978](#) and [Subsection E of Section 7-1-24 NMSA 1978](#), also includes the deputy secretary or a division director or deputy division director delegated by the secretary;

S. "secretary or the secretary's delegate" means the secretary or any employee of the department exercising authority lawfully delegated to that employee by the secretary;

T. "security" means money, property or rights to property or a surety bond;

U. "state" means any state of the United States, the District of Columbia, the commonwealth of Puerto Rico and any territory or possession of the United States;

V. "tax" means the total amount of each tax imposed and required to be paid, withheld and paid or collected and paid under provision of any law made subject to administration and enforcement according to the provisions of the Tax Administration Act and, unless the context otherwise requires, includes the amount of any interest or civil penalty relating thereto; "tax" also means any amount of any abatement of tax made or any credit, rebate or refund paid or credited by the department under any law subject to administration and enforcement under the provisions of the Tax Administration Act to any person contrary to law and includes, unless the context requires otherwise, the amount of any interest or civil penalty relating thereto;

W. "taxpayer" means a person liable for payment of any tax, a person responsible for withholding and payment or for collection and payment of any tax or a person to whom an assessment has been made, if the assessment remains unabated or the amount thereof has not been paid; and

X. "tax return preparer" means a person who prepares for others for compensation or who employs one or more persons to prepare for others for compensation any return of income tax, a substantial portion of any return of income tax, any claim for refund with respect to income tax or a substantial portion of any claim for refund with respect to income tax; provided that a person shall not be a "tax return preparer" merely because such person:

(1) furnishes typing, reproducing or other mechanical assistance;

(2) is an employee who prepares an income tax return or claim for refund with respect to an income tax return of the employer, or of an officer or employee of the employer, by whom the person is regularly and continuously employed; or

(3) prepares as a trustee or other fiduciary an income tax return or claim for refund with respect to income tax for any person.

Current through laws effective May 14, 2008 of the Second Regular Session of the 48th Legislature (2008)

N. M. S. A. 1978, § 7-1-6

 [Chapter 7](#), Taxation

 [Article 1](#), Administration

§ 7-1-6. Receipts; disbursements; funds created

A. All money received by the department with respect to laws administered under the provisions of the Tax Administration Act shall be deposited with the state treasurer before the close of the next succeeding business day after receipt of the money, except that for 1989 and every subsequent year, money received with respect to the Income Tax Act during the period starting with the fifth day prior to the due date for payment of income tax for the year and ending on the tenth day following that due date shall be deposited before the close of the tenth business day after receipt of the money.

B. Money received or disbursed by the department shall be accounted for by the department as required by law or regulation of the secretary of finance and administration.

C. Disbursements for tax credits, tax rebates, refunds, the payment of interest, the

payment of fees charged by attorneys or collection agencies for collection of accounts as agent for the department, attorney fees and costs awarded by a court or hearing officer, as the result of oil and gas litigation, the payment of credit card service charges on payments of taxes by use of credit cards, distributions and transfers shall be made by the department of finance and administration upon request and certification of their appropriateness by the secretary or the secretary's delegate. There are hereby created in the state treasury the "tax administration suspense fund", the "extraction taxes suspense fund" and the "workers' compensation collections suspense fund" for the purpose of making the disbursements authorized by the Tax Administration Act.

D. All revenues collected or received by the department pursuant to the provisions of the taxes and tax acts administered under [Subsection A of Section 7-1-2 NMSA 1978](#) shall be credited to the tax administration suspense fund and are appropriated for the purpose of making the disbursements authorized under this section or otherwise authorized or required by law to be made from the tax administration suspense fund.

E. All revenues collected or received by the department pursuant to the taxes or tax acts administered under [Subsection B of Section 7-1-2 NMSA 1978](#) shall be credited to the extraction taxes suspense fund and are appropriated for the purpose of making the disbursements authorized under this section or otherwise authorized or required by law to be made from the extraction taxes suspense fund.

F. All revenues collected or received by the department pursuant to the taxes or tax acts administered under [Subsection C of Section 7-1-2 NMSA 1978](#) may be credited to the tax administration suspense fund, unless otherwise directed by law to be credited to another fund or agency, and are appropriated for the purpose of making disbursements authorized under this section or otherwise authorized or required by law.

G. All revenues collected or received by the department pursuant to the provisions of [Section 52-5-19 NMSA 1978](#) shall be credited to the workers' compensation collections suspense fund and are appropriated for the purpose of making the disbursements authorized under this section or otherwise authorized or required by law to be made from the workers' compensation collections suspense fund.

H. Disbursements to cover expenditures of the department shall be made only upon approval of the secretary or the secretary's delegate.

I. Miscellaneous receipts from charges made by the department to defray expenses pursuant to the provisions of [Section 9-11-6.2 NMSA 1978](#) and similar charges are appropriated to the department for its use.

J. From the tax administration suspense fund, there may be disbursed each month amounts approved by the secretary or the secretary's delegate necessary to maintain a fund hereby created and to be known as the "income tax suspense fund". The income tax suspense fund shall be used for the payment of income tax refunds.

Current through laws effective May 14, 2008 of the Second Regular Session of the 48th Legislature (2008)

N. M. S. A. 1978, § 7-1-6.1

 [Chapter 7](#). Taxation

 [Article 1](#). Administration

§ 7-1-6.1. Identification of money in tax administration suspense fund; distribution

After the necessary disbursements have been made from the tax administration suspense fund, the money remaining, except for remittances received within the previous sixty days that are unidentified as to source or disposition, in the suspense fund as of the last day of the month shall be identified by tax source and distributed or transferred in accordance with the applicable provisions of the Tax Administration Act. After the necessary distributions and transfers, any balance shall be distributed to the general fund.

Current through laws effective May 14, 2008 of the Second Regular Session of the 48th Legislature (2008)

N. M. S. A. 1978, § 7-1-6.31

[Chapter 7.](#) Taxation

[Article 1.](#) Administration

§ 7-1-6.31. Distributions; enhanced 911 fund; network and database surcharge fund

A. Pursuant to [Section 7-1-6.1 NMSA 1978](#), a distribution shall be made to the enhanced 911 fund in an amount equal to the net receipts attributable to the 911 emergency surcharge.

B. A distribution pursuant to [Section 7-1-6.1 NMSA 1978](#) shall be made to the network and database surcharge fund of the net receipts attributable to the network and database surcharge imposed pursuant to the Enhanced 911 Act.

Current through laws effective May 14, 2008 of the Second Regular Session of the 48th Legislature (2008)

Appendix 2: E-911 Rule

TITLE 10 PUBLIC SAFETY AND LAW ENFORCEMENT CHAPTER 6 LOCAL GOVERNMENT LAW ENFORCEMENT AGENCIES PART 2 ENHANCED 911 REQUIREMENTS

10.6.2.1 ISSUING AGENCY: Department of Finance and Administration, Local Government Division.
[10.6.2.1 NMAC - Rp, 10.6.2.1 NMAC, 05-15-2006]

10.6.2.2 SCOPE: The state, counties and incorporated cities, towns and villages.
[10.6.2.2 NMAC - Rp, 10.6.2.2 NMAC, 05-15-2006]

10.6.2.3 STATUTORY AUTHORITY: This rule is promulgated pursuant to the authority granted in Section 63-9D-8.1 NMSA 1978 and is deemed necessary to carry out the provisions of the Enhanced 911 Act, Sections 63-9D-1 etseq. NMSA 1978.
[10.6.2.3 NMAC - Rp, 10.6.2.3 NMAC, 05-15-2006]

10.6.2.4 DURATION: Permanent.
[10.6.2.4 NMAC - Rp, 10.6.2.4 NMAC, 05-15-2006]

10.6.2.5 EFFECTIVE DATE: May 15, 2006, unless a later date is cited at the end of a section.
[10.6.2.5 NMAC - Rp, 10.6.2.5 NMAC, 05-15-2006]

10.6.2.6 OBJECTIVE: The objective of Part 2, Chapter 6 is to carry out the provisions of the Enhanced 911 Act. These rules and regulations are designed to assist in the development, operation and maintenance of a reliable, uniform E911 system. This act establishes a program to provide for the purchase, lease, installation and maintenance of E911 equipment, telecommunicator training, database preparation, database updates, compliance with federal communications commission (FCC) requirements for phase I and phase II wireless E911 service, and E911 network costs as necessary for an E911 system.
[10.6.2.6 NMAC - Rp, 10.6.2.6 NMAC, 05-15-2006]

10.6.2.7 DEFINITIONS:

A. “701/709 error report” means an error report provided by local exchange carriers serving a PSAP area which details the phone numbers that were not successfully loaded into the 911 ALI database due to an MSAG or other error. A “701” error indicates a house number not in MSAG range. A “709” error indicates a street not found in the MSAG.

B. “911 emergency surcharge” means the monthly uniform charge assessed on each access line in the state and on each active number for a commercial mobile radio service subscriber whose billing address is in New Mexico.

C. “911 line/trunk” means a line/trunk accessed by dialing 911 terminating at a PSAP. 911 lines on basic 911 systems are one-way incoming only. Outgoing calls can only be made while an incoming 911 call is on the trunk, to conference and/or transfer to another location.

D. “911 PSAP equipment” means the public safety answering point (PSAP) equipment directly related to the operation of an E911 system including, but not limited to, automatic number identification (ANI) displays, automatic location identification (ALI) displays, controllers, combined ANI\ALI displays, printers, generators, uninterruptible power supply (UPS), capability for the hearing impaired (TDD) 24/7 continuous logging recorders, work stations, wireless phase I and/or II mapping equipment, software associated with the system, telephones and other miscellaneous equipment necessary to dispatch emergency E911 calls.

E. “911 service area” means the area designated by the fiscal agent, local governing body or the division to receive enhanced 911 service.

F. “Access tandem” means the device that switches 911 calls to the proper PSAP.

G. “ADA” means Americans with Disabilities Act of Act of 1990.

H. “Alternate routing” means an optional feature that is capable of automatically rerouting 911 calls to a designated alternate location if all 911 trunks from a central office or a public safety answering point (PSAP) are out of service.

I. “Answering position” means a location within a PSAP equipped with an ANI and/or ALI display, printer or electronic storage media, telephone, and / or wireless call map display that is used to receive and display incoming E911 calls.

10.6.2 NMAC 1

J. “Automatic location identification (ALI)” means a feature of E911, which displays the physical address of the telephone number that is being used to place the call. It requires a data storage and retrieval system, which matches a telephone number to its physical address. ALI information can include address (including room or floor), names of law enforcement, fire and medical agencies responsible for that address, type of service (e.g., residence, PBX, Centrex, coin), and name associated with the telephone number.

K. “Automatic number identification (ANI)” means a feature of E911, and sometimes basic 911 that automatically displays the telephone number of the person placing the 911 call at the PSAP. This is normally the telephone number of the person placing the call, but not always. For example, on older PBX systems, the ANI telephone number is normally the main number of the system. Therefore, off-premises stations will be identified as if they had the main telephone number (ANI) and as if they were located at the primary address of these older PBXs.

L. “Basic 911 service” means a telephone service that automatically connects a person dialing the three-digit number 911 to an established public safety answering point through normal telephone service facilities.

M. “Board” means the state board of finance.

N. “Called party hold” means a feature of basic 911 service that enables a PSAP telecommunicator to retain control of an incoming 911 call even if the caller hangs up.

O. “Central office (CO)” means telephone company equipment that provides telephone service to the public. More than one CO may be located in the E911 service area.

P. “Continuous logging recorder” means a device, which records date, time, voice and TDD/TTY communications, and other transactions involved in the processing of calls to and from the PSAP on a 24/7 basis.

Q. “Cost recovery plan (plan)” means the plan submitted to the division by communication mobile radio service carriers to determine allowable costs.

R. “CMRS” means communication mobile radio service carriers.

S. “Database” means information that is collected, formatted and disseminated and that is necessary for the functioning of the E911 system, including geographic information system (GIS) addressing and digital mapping information.

T. “Default routing (default answering)” means a standard feature of E911 activated when an incoming 911 call cannot be selectively routed due to ANI failure, garbled digits, or other causes.

U. “Designated agents” means other partner (s) such as the county assessor, the city and/or county GIS personnel, pueblos and/or tribes within their geographic area, vendors and any person or entity doing addressing, mapping, GIS or MSAG tasks for a PSAP.

V. “Diverse routing” means (if available) the practice of routing calls through different circuit paths in order to prevent total loss of the 911 system in the event an individual circuit is disabled.

W. “Division” means the local government division of the department of finance and administration.

X. “E911 coordinator” means the person designated by the PSAP to serve as the coordinator to work with the division and telecommunication companies regarding 911 issues.

Y. “Emergency service number (ESN) / emergency service zone (ESZ)” means a number representing a unique combination of emergency service agencies (law enforcement, fire and emergency medical service) designated to service a specific range of addresses within a particular geographical area, or emergency service zone (ESZ).

Z. “Enhanced 911 equipment” means the public safety answering point equipment directly related to the operation of an enhanced 911 system, including automatic number identification or automatic location identification controllers and display units, printers, logging recorders and software associated with call detail recording, call center work stations, training, latitude and longitude base station or cell site location data and GIS equipment necessary to obtain and process locational map and emergency service zone data for landline and wireless callers.

AA. “Enhanced 911 service” means service which delivers ANI and ALI to the PSAP.

BB. “Enhanced 911 system (E911)” means a landline and wireless E911 system, with the aid of a database management system, mapping and electronic switching that provides rapid and reliable public service response to emergency calls. The system provides:

- (1) tandem routing or selective routing of calls to the appropriate PSAP;
- (2) automatic number identification (ANI) and automatic location identification (ALI);

(3) one or more access paths for communication between users in different geographic locations through a network system that may be designed for voice or data, or both and may feature limited or open access and may employ appropriate analog, digital, switching or transmission technologies; and

(4) the relay to the designated public safety answering point a wireless 911 caller's number and base station or cell site location and the longitude and latitude of the wireless 911 caller's location in relationship to the designated public safety answering point.

CC. "Fiscal agent" means the local governing body that administers grants from the fund for a given locality or region by agreement.

DD. "Fund" means the enhanced 911 fund defined by Section 63-9D-8 NMSA 1978 created in the state treasury to be used for the purchase, lease, installation or maintenance of enhanced 911 equipment as defined by Section 63-9D-3 (K) NMSA 1978 necessary for an enhanced 911 system.

EE. "GIS" means geographic information system.

FF. "GIS providers" means any individual, entity or agency creating or managing data for GIS addressing and mapping within a PSAP service area.

GG. "Forced disconnect" means a basic 911 feature, which allows a PSAP attendant to disconnect a 911 call and prevents intentionally jamming of 911 lines by callers who refuse to hang up. E911 uses the "time-out" CO feature to "force disconnect".

HH. "Grantee" means the board of county commissioners of a county or the governing body of a municipality as defined in the Municipality Code that have received a grant pursuant to the E911 Act.

II. "Instant playback recorder" means a device that allows for the instant playback of the audio portion of a 911 call and a radio call at the E911 position.

JJ. "Local exchange access line" means a telephone line connecting a telephone to the telecommunications company's central office.

KK. "Local exchange area" means a geographic area encompassing one or more local communities served by a telecommunications company.

LL. "MSAG coordinator(s)" means the person, or in some cases, the persons responsible for assuring that the MSAG is correct and up-to-date.

MM. "Master street address guide (MSAG)" means the document or computer file that lists the physical street names (including the street prefix, suffix, and directional), address ranges, emergency service number and other routing codes used in the data management system (DMS) of an E911 system equipped with selective routing and/or automatic location identification.

NN. "Monthly recurring cost (MRC)" means costs incurred by CMRS carriers for monthly trunking (T-1's to the two 9-1-1 access tandems) and the monthly wireless systems service provider (3rd party vendor) cost.

OO. "National emergency number association (NENA)" means the national association of telecommunications professionals involved with 911 service. NENA recommends PSAP policies and guidance on wireless E911 call taking. Membership includes employees of federal, state and local government agencies, telecommunication companies, and other communications service and equipment vendors.

PP. "Network" means any system designed to provide one or more access paths for communications between users at different geographic locations; provided that a system may be designed for voice, data, or both, and may feature limited or open access and may employ appropriate analog, digital switching or transmission technologies.

QQ. "Non-recurring cost (NRC)" means one time costs incurred by CMRS carriers for initial connection fees to the two 911 access tandems and the wireless systems service provider (3rd party vendor non-recurring) cost.

RR. "Phase I cellular service" means the wireless carriers deliver a cellular 911 call to the PSAP nearest to the caller. At the PSAP the caller's phone number (ANI) will be available along with a map location of the carrier's tower receiving the wireless call with a probability factor, mapping an area from where the caller is located. This area may range from a square mile within a municipality, to several miles along a highway.

SS. "Phase II cellular service" means the wireless carriers will not only deliver a cellular 911 call to the PSAP nearest to the caller, but provide the caller's phone number (ANI) and the caller's approximate location (ALI) using the latitude and longitude of the caller with a probability factor.

TT. "Primary public safety answering point" means a PSAP equipped with automatic number identification and automatic location identification displays, wireless mapping equipment, and the first point of reception

of an E911 call. It serves the 911 service area in which it is located, and other municipalities as may be determined by the service area committee.

UU. “PSAP consolidation” means the combining of one or more PSAPs within a county to form a single PSAP to serve the constituents previously served by the individual PSAPs.

VV. “PSAP serving area” means the geographic area containing a PSAP that is capable of answering all 911 calls and responding to them appropriately.

WW. “Public safety agency” means a public agency that provides law enforcement, fire, medical, and/or other emergency services.

XX. “Public safety answering point (PSAP)” means a twenty-four-hour local communications facility that receives 911 service calls and directly dispatches emergency response services or that relays calls to the appropriate public or private safety agency.

YY. “SAU” means a specific address unknown which is a record in the ALI database (with corresponding records in the MSAG) that does not have a valid street address associated with it.

ZZ. “Secondary public safety answering point” means a facility equipped with automatic number identification, automatic location identification displays and all other features common to primary PSAPs. It receives 911 calls only when they are transferred from the primary PSAP or on an alternate routing basis when calls cannot be completed to the primary PSAP.

AAA. “Selective routing database” means the routing table that contains telephone number to ESN relationships which determines the routing of 911 calls.

BBB. “Selective transfer” means that on systems with selective transfer, calls are routed to the proper secondary PSAP(s).

CCC. “Service area” means the geographic area in which one or more entities participating in a 911 system are responsible for responding to all 911 calls and for ensuring that appropriate emergency assistance is dispatched.

DDD. “Speed calling” means abbreviated dialing which can be programmed in a central office to allow calling of seven or ten digit numbers by dialing only one or two digits. On E911, a separate 30 number (two digit) speed call list may be provided for each primary and secondary PSAP as a standard feature.

EEE. “Tandem routing or selective routing” means a feature that permits an E911 call to be routed to the designated primary PSAP based upon the telephone number of the calling party. This feature routes calls to the primary PSAP responsible for emergencies at the address of the telephone placing the call based on the ANI telephone number and associated emergency service number (ESN) in the tandem office.

FFF. “Telecommunications company” means an individual, corporation, partnership, joint venture, company, firm, association, proprietorship or other entity that provides public telecommunication services capable of originating an E911 call, to include any database management company contracted to create or maintain the PSAP’s MSAG.

GGG. “Telephone devise for the hearing impaired/teletype (TDD/TTY)” means a telecommunication device consisting of modems that permit typed telephone conversations with or between hearing or speech-impaired people.

HHH. “Wireless / cellular” means a telephone linked to the public switched telephone network (PSTN) via a radio link through a company providing the radio link from various tower / antenna sites through which their switching equipment connects the wireless caller to the PSTN. Phase I wireless companies connect the wireless caller to the nearest PSAP by using the cell tower location being used by the cellular caller and selective routing.

III. “WE911” means wireless enhanced 911.

JJJ. “Wireless working group (WWG)” means an advisory committee consisting of members directly involved in the phase I and phase II implementation of a PSAP and may consist of personnel from the division, the PSAP, the local and/or Qwest telephone company, wireless call-routing vendor, NM department of public safety (DPS) and the applicable local staff that provides local geographic information services (GIS). This advisory committee serves at the discretion of the division and may dissolved when no longer needed.

KKK. “Uninterruptible power supply (UPS)” means a system designed to provide power, during a period when the normal power supply is incapable of performing up to par.

LLL. “USPS Publication 28” means an extensive standards guide authored by the United States postal service (USPS) that governs acceptable road naming and addressing standards appropriate for E911 MSAG and addressing.

MMM. “Vendor” means a person that provides enhanced 911 equipment, system, service or network support.

[10.6.2.7 NMAC - Rp, 10.6.2.7 NMAC, 05-15-2006]

10.6.2.8 INTRODUCTION:

A. In New Mexico, the responsibility and authority for delivering emergency medical services, public fire protection, and law enforcement generally rests with the state, counties, and municipalities. This is true even when supplemental services are performed by others, such as private ambulance companies or independent public authorities and non-profit organizations with limited internal fire protection and security forces.

B. An E911 telephone emergency system provides:

- (1) expansion of the capabilities of the basic 911 emergency telephone number;
- (2) faster response time, which minimizes the loss of life and property;
- (3) automatic routing to the appropriate public safety answering point;
- (4) immediate visual display of the telephone number, name, and address or location of the calling party; and
- (5) identifies callers, curtailing abuse of the emergency system.

[10.6.2.8 NMAC - Rp, 10.6.2.8 NMAC, 05-15-2006]

10.6.2.9 GUIDELINES:

A. Guidelines for basic and E911 service, system, equipment and network design and maintenance shall be established by the division following the best nationally accepted concepts and operating practices.

B. E911 call information shall follow the national NENA standards.

[10.6.2.9 NMAC - Rp, 10.6.2.9 NMAC, 05-15-2006]

10.6.2.10 DATABASE DEVELOPMENT REQUIREMENTS:

A. Database:

(1) The grantee and its designated agents shall work with the telecommunication company(s) to verify street names, address number ranges, and emergency service zones (ESZ), postal community and other information needed to create MSAG. These same agents shall also work to assign and/or verify the 9-1-1 address associated with each landline telephone number within the PSAP’s geographic boundary. All database information shall be provided to the telecommunication company(ies) in the format specified by the telecommunication company(ies) for the initial load of these databases. All road name and community database information shall be submitted and maintained in format and content compliant with the USPS Publication 28.

(2) The E911 coordinator, as defined by Subsection D of 10.6.2.11 NMAC, or his/her appointed MSAG coordinator(s), shall ensure that changes and additions to road network and the emergency service boundaries (ESZ) in the geographic boundary of the PSAP are communicated to the telecommunications company(ies) in the form of MSAG updates on a continuous and timely basis. The telecommunications company(ies) shall dictate the format and transmission method of these MSAG updates. The E911 coordinator or his/her appointed MSAG coordinator(s) and the telecommunications company shall ensure that all submitted changes, deletes and additions to the master street address guide (MSAG) are changed, deleted or added in the loaded MSAG maintained by the telecommunications company(ies). The E911 coordinator or his/her appointed MSAG coordinator(s) shall thoroughly review the loaded MSAG periodically, no less frequently than once a month, to ensure that submitted changes, deletes and additions have been properly made and entered by the telecommunications company(ies).

(3) All PSAPs shall conduct a yearly review of the MSAG, ALI and GIS databases to ensure the data in these documents is accurate and synchronized. The review shall:

(a) include the following information requested by each PSAP from the serving telecommunications company(ies) and database provider(s):

(i) complete MSAG extract for entire PSAP boundary area;

(ii) complete ALI extract for entire PSAP boundary area, to include SAUs, if any;

(iii) complete 701/709 error reports from all serving local exchange providers (telecommunications company(ies));

(iv) number of landline phones within PSAP boundaries;

(v) road centerline layer(s); and

(vi) ESZ layer(s);

(b) include output that documents a 96% or higher MSAG accuracy rate:

- (i) the process used shall determine the number of accurate ALI records, after adjustment for SAUs, by comparison of a new MSAG extract to a new ALI extract; the house number, road name and ESN for each ALI record must match a corresponding MSAG record; the accuracy formula is the number of accurate ALI records found in this comparison divided by the total number of landline access numbers; this rate must equal 96% or higher;
- (ii) list of SAUs found in the MSAG and ALI extracts with a timeline for correction of SAUs;
- (iii) list of roads/road segments that appear in the MSAG that do not appear in the GIS; and
- (iv) list of roads/road segments that appear in the GIS but that do not appear in the MSAG;
- (c) be submitted annually to the division and shall be shared with E911 coordinator and GIS providers; the E911 coordinator and/or his/her designated agents, together with the GIS providers, shall work to correct these errors and inconsistencies and distribute the corrections to the appropriate telecommunications agencies, as indicated.
- (4) The division requires that all municipal and county public safety answering points (PSAPs) maintain accurate MSAG, ALI and GIS databases. Except as provided for in Paragraph (5) of Subsection A of 10.6.2.10 NMAC, beginning on December 31, 2006 the MSAG and ALI must be maintained at 96% or higher accuracy. This means 96% of all landline telephone numbers in the PSAP area must be matched with MSAG-valid 9-1-1 addresses and these addresses must be loaded in the ALI database. PSAPs shall meet the required accuracy levels as a precondition to applying for and receiving funding for E911 equipment upgrades from the fund.
- (5) Exceptions to Paragraph (4) of Subsection A of 10.6.2.10 NMAC may be requested in writing to the secretary of the department of finance and administration by submittal of a written plan detailing how the PSAP shall achieve the accuracy rate of 96%.
 - (a) The plan shall include the tasks to be completed, completion dates, individuals or entities involved and shall designate one person responsible for successful and timely execution of the plan.
 - (b) The secretary's decision on granting or denying an exception to Paragraph (4) of Subsection A of 10.6.2.10 NMAC is final and not appealable.
 - (c) The division shall continue to work with PSAPs that are denied an exception to Paragraph (4) of Subsection A of 10.6.2.10 NMAC to develop an acceptable plan.
- (6) All telecommunication companies shall update the "selective routing database", MSAG and ALI within 48 hours of completion of a service order by the telecommunication company. Telecommunication companies shall ensure that all submitted changes, deletes and additions have been applied to the telecommunication databases in a timely manner. If required by telecommunication companies, the E911 coordinator or his/her appointed MSAG coordinator(s) will provide a yearly summary of changes submitted in the past year to the telecommunication company(ies).

B. ALI:

- (1) Every telecommunication company providing ALI shall present uniform data, as defined by the NENA standards.
- (2) The ALI shall be displayed and printed or archived immediately in the database when the 911 call is made.
- (3) Each ALI data set shall include as a minimum:
 - (a) area code and telephone number;
 - (b) class of service;
 - (c) time in a 24-hour format (may be printed and not displayed);
 - (d) date (may be printed and not displayed);
 - (e) subscriber name or designation of non-published number;
 - (f) house (building) number;
 - (g) house number (building) suffix;
 - (h) directional prefix (NE, NW, SE, SW);
 - (i) street name including type;
 - (j) emergency service number location;
 - (k) community name;
 - (l) the state name;
 - (m) emergency service number;
 - (n) pilot number;
 - (o) emergency service number translation;
 - (p) any comments present;

(q) emergency response names of law enforcement, fire and EMS.

(4) ALI information shall use conventional English or NENA standard abbreviations where necessary and shall not use single letter or digit codes.

C. Database development of physical addresses: Addressing guidelines in addition to the requirements of this rule shall be established by the division. These guidelines must be followed by grantees that seek reimbursement for costs from the fund.

D. Other classes of service:

(1) The wireless working group shall advise the division on the development of procedures for:

(a) the delivery of cellular / wireless service to the 911 service area, and;

(b) the establishment of a statewide standard PSAP screen display format for the phase I and phase II information.

(2) Personal communications networks and any other future mobile and/or personal communications systems shall also be required to adhere to Subsection D of 10.6.2.10 NMAC above.

(3) Effective May 28, 2004, all new or upgraded customer owned or leased private branch exchanges (PBX) will incorporate a software package that when 911 is dialed from any extension, the extension number, name of the extension user, building address, room number and building floor, is passed through to the proper PSAP handling the call

(4) Effective May 28, 2004, the owner or lessee shall remit to the department of taxation and revenue the E911 surcharge for each activated telephone extension on the PBX.

[10.6.2.10 NMAC - Rp, 10.6.2.10 NMAC, 05-15-2006]

10.6.2.11 PSAP EQUIPMENT, ACQUISITION AND DISBURSEMENT OF FUNDS:

A. The PSAP equipment must be capable of handling emergency call volumes to meet the needs of the public. This equipment must be compatible with that of the telecommunication company providing the 911 network and database.

B. In order to qualify for a PSAP, an applicant shall have a 24 hour, 7 days per week (24/7) communication facility.

C. A public safety answering point, at a minimum shall be equipped with the following features:

(1) ANI;

(2) ALI;

(3) call detail information;

(4) default routing (default answering) until selective routing is approved by the division;

(5) ability to print call detail information with either paper or electronic media;

(6) ability to transfer voice or TDD/TTY and data;

(7) selective and fixed button transfer on E911 systems;

(8) a minimum of thirty (30) minutes uninterruptible power supply;

(9) TDD/TTY communications capability at each 911 answering position;

(10) switch hook status;

(11) for basic 911 be able to "ring back", i.e. phone back the 911 caller, put the caller on hold: disconnect the caller;

(12) 911 related calls, which pass through switching equipment, must provide transfer, conference, speed dialing and supervision of all calls until successfully transferred or terminated;

(13) each PSAP shall be equipped with at least one E911 answering position; when there is more than one answering position, they shall be similarly equipped with access to all incoming 911 lines, outgoing dedicated/switched lines, tie lines, and dial out lines;

(14) each PSAP shall be equipped with a continuous logging recorder; this logging recorder shall have:

(a) the capacity to record both sides of a conversation on each incoming 911 call and all radio communications while dispatching the 911 call;

(b) the ability to continuously document the year, date and time of each recorded event and the capability to record both voice and TDD/TTY;

(15) to maintain reliability, each PSAP shall be equipped with instant playback voice recorders at each call answering and radio position;

(16) each 911 trunk will have incoming emergency calls identified by both audible and visual and different indicators for landline and wireless trunks;

(17) each PSAP shall have sufficient 911 answering positions and staff to ensure that ninety percent (90%) of all 911 calls are answered in no more than ten (10) seconds and the balance of the calls within twenty

- (20) seconds during normal peak operating periods; staffing levels may vary during the working day to meet this requirement;
- (18) for quality assurance and training purposes, PSAP answering equipment shall be provided for supervisors so they can monitor incoming emergency calls;
- (19) each PSAP may be provided equipment furniture to adequately support the E911 and radio equipment, and the telecommunicators and dispatchers;
- (20) each PSAP will have a back-up generator capable of keeping the PSAP operating until commercial power is restored; and
- (21) each PSAP will have a written agreement with a fully equipped PSAP capable of taking the PSAP's calls and dispatching the appropriate emergency response; PSAP transfer is accomplished by use of the "make busy" circuit, or calling the E911 center to reroute their 911 calls to the agreed upon PSAP.

D. PSAP administration:

- (1) Every grantee participating in the E911 system shall designate someone to serve as a coordinator to work with the division and the telecommunication company regarding 911 issues.
- (2) All coordinators working with the division and the telecommunication company regarding 911 issues will have personal work email address for receiving information regarding training classes, consolidation efforts, and transmittal of information required by this office.
- (3) Only incorporated municipalities, counties, state police or native American tribes or pueblos, public safety agencies or their authorized agents may receive 911 calls.
- (4) The 911 number shall be used to receive incoming emergency calls transferred to the PSAP by other PSAPs for certain alternate and default routing arrangements.
- (5) 911 trunks shall not be used to make outgoing calls, but may be used to make outgoing transfer 911 calls if there is an incoming 911 call on the line/trunk.
- (6) 911 trunks shall be used solely to receive emergency 911 calls at primary PSAPs and the transfer of 911 calls to another PSAPs.
- (7) There shall be at least one PSAP operating 24 hours a day within the 911 service area. Municipalities and counties shall participate and assist with the operational costs necessary to maintain the service.
- (8) Each PSAP shall maintain an up-to-date detailed profile of the PSAP. This profile shall include at a minimum:
- (a) exact address of the PSAP;
 - (b) number and type of positions;
 - (c) type of equipment to include E911 call answering equipment, telephone switching equipment, wireless mapping equipment; and CAD system, radio system, and make and model of UPS and back-up generator;
 - (d) number and type of dedicated/ switched voice/data circuits;
 - (e) routing central office and PSAP end office;
 - (f) maintenance control center to include name of company, physical address, telephone number, email address, and your point of contact for E911 equipment and voice logging recorder, if different from E911 equipment maintainer;
 - (g) PSAP coordinator and alternate contact name, address, phone number, and their PSAP email address;
 - (h) type and manufacturer of CAD system, if any, and type and manufacturer of voice logging recorder;
 - (i) GIS representative to include physical address, telephone number, and email address.
- (9) Each PSAP shall maintain at least one unpublished seven-digit emergency number. This number shall also be used to receive incoming emergency calls transferred to the PSAP by other PSAPs for certain alternate and default routing arrangements.
- (10) The PSAP shall be responsible for coordinating the "emergency service listing" on the inside front page(s) of their local telephone directories. Each PSAP will have a published seven-digit number for non-emergency calls
- (11) Subscriber information provided in accordance with the 911 system shall be used only for the purpose of responding to emergency calls or for use in any ensuing investigation or prosecution directly resulting from a 911 call, including the investigation of false or intentionally misleading reports of incidents requiring emergency service.
- (12) All voice and TDD/TTY recordings of incoming 911 calls shall be retained in accordance with state records center and archives regulations for municipal police and county sheriff records.
- (13) Except for those devices, such as TDD/TTY, used by disabled persons requesting emergency assistance, no individual or company shall be allowed to send an automatic alarm or use an alerting device

that causes 911 to be automatically dialed and to transmit a prerecorded signal or message to the PSAP on a 911 line.

(14) PSAP personnel shall program and maintain a list of the fixed and auto-dial transfer features. This feature will allow the PSAP to use the dedicated/switched 911 network to transfer 911 calls pertaining to emergencies outside its jurisdiction, to the appropriate PSAP. When a 911 caller is transferred, the transferring PSAP shall announce to the receiving PSAP that they are transferring a call for service. Will remain on the line and will inform the receiving PSAP that this is a transferred call for service.

(15) Call handling procedures and other related PSAP operations shall be implemented according to the training guidelines established by the division. Each PSAP shall have the ability to:

(a) transfer 911 calls to their back-up PSAP or another PSAP within or outside their 911 service area;

(b) directly dispatch public safety services or relay information to a public safety agency; all PSAPs that transfer 911 calls to a 7-digit administrative telephone line for the purpose of an outside the PSAP agency dispatching emergency services will obtain from, and have on file, a release of liability from the dispatch agency, and must forward a copy of the release to LGD for file; or,

(c) directly dispatch public safety services.

(16) Any emergency unit dispatched to a location outside its jurisdiction in response to a request shall render services to the requesting party until relieved by the public safety agency responsible for that geographical area.

(17) All PSAPs shall be staffed 24-hours-a-day, seven-days-a-week, and operated by personnel certified by the state department of public safety pursuant to Section 29-7A-4 NMSA 1978, as amended. Staffing levels may vary during the working day to meet this requirement.

(18) Special circumstances:

(a) In accordance with ADA each PSAP shall establish procedures to handle calls from speech and hearing impaired individuals via TDD/TTY including the use of TDD call detectors and diverters.

(b) PSAPs shall develop procedures for handling an unanswered or silent 911 call and are urged to dispatch a public safety response unit(s) if the PSAP receives no response to the call back.

(19) Every PSAP will prepare an annual report for the division to include the information in Paragraphs (8), (9), (14) and (18) of Subsection D of 10.6.2.11 NMAC, above. Send the report electronically (email), or if email is not available, by regular mail to arrive at the division not later than June 30th of each year.

(20) Callers to 911 may only be transferred once to another PSAP. If, after the transfer, the 911 caller is not connected to the appropriate PSAP, the receiving PSAP shall take all of the necessary information to handle the call and then contact the appropriate PSAP for response.

(21) When a 911 caller is transferred, the transferring PSAP shall announce to the receiving PSAP that they are transferring a call for service. The transferring PSAP may stay on the line until such time as they are released.

(22) Each PSAP shall devise a contingency plan to provide continued emergency service when the PSAP is out of service.

E. Funding, eligible costs:

(1) The cost of enhanced 911 equipment necessary to provide E911 service may be recovered from the fund, including costs associated with the purchase, lease, installation of enhanced 911 equipment as well as enhanced 911 equipment furniture, training, and maintenance, with the exception of CAD, mobile and portable radio equipment and logging recorder maintenance.

(2) Money for other equipment indirectly related to the E911 system is the responsibility of the grantee, unless, the division approves of such equipment.

(3) The network capability costs and database and services necessary for an E911 system can be recovered from the fund.

(4) Costs for addressing including equipment and labor may be funded based upon demonstrated need and the availability of funds. Demonstrated need may include the maintenance on all software that the GIS / rural addressing departments use to create data for the PSAPs.

(5) Grantees that have received approval from the division may incur and recover course registration costs to train telecommunicators and GIS personnel from the fund.

(6) Upon prior approval of the division, travel mileage and / or per diem for telecommunicator and GIS personnel training may be reimbursed, while any request for travel mileage and / or per diem without prior approval will NOT be reimbursed.

(7) Mapping equipment and network for wireless phase I and phase II, and cost recovery for wireless service providers.

F. Funding, ineligible costs:

- (1) basic termination charges incurred due to the disconnection of telephone equipment to be replaced with 911 equipment;
- (2) capital outlay expenditures, such as, buildings, remodeling, moveable chattels, communication towers and equipment not directly related to a 911 telecommunicator position;
- (3) mobile radios, pagers or cellular telephones;
- (4) seven-digit transfer-to-lines;
- (5) incoming emergency seven-digit line group;
- (6) costs associated with implementing or maintaining basic or E 911 systems or features not approved in writing by the division;
- (7) private line circuit costs unless approved by the division;
- (8) directory listings;
- (9) call volume indicators used after the initial twelve month implementation or when not otherwise justified;
- (10) maintenance costs for radio equipment and other miscellaneous equipment that is not determined to be 911 PSAP equipment;
- (11) direct or indirect overhead costs, such as contributions to retirement, health insurance, labor, departmental operation overhead, rent, utilities or building remodeling;
- (12) Reimbursement for equipment not previously approved by the division prior to purchase.

[10.6.2.11 NMAC - Rp, 10.6.2.11 NMAC, 05-15-2006]

10.6.2.12 REVIEW AND APPROVAL PROCESS:

A. After requesting enhanced 911 service from a telecommunications company or CMRS, a local governing body, acting as the fiscal agent for a PSAP, may by ordinance or resolution, recover from the fund an amount necessary to recover the approved costs of providing the enhanced 911 system in its designated 911 service area.

B. The PSAP and its fiscal agent make a formal written request to the E911 program manager at the division for funding assistance in upgrading their current equipment or adding new equipment to meet new PSAP responsibilities or other eligible costs.

C. If applicable, a project manager from the division will make a site visit to the PSAP to determine the need and funding eligibility for the requested equipment and its conformance with advancing short or long-term policy to consolidate PSAPs.

D. If after discussions with the PSAP manager and his/her clients, the division believes the request has merit, is eligible for funding, and is consistent with PSAP consolidation policy, the PSAP in conjunction with the division will request price proposals from appropriate state price agreement vendors. The division promotes the consolidation of PSAPs and discussions will be held with all participants to determine the feasibility of consolidation. Discussion items will consist of the following:

- (1) age and useful life remaining of existing equipment;
- (2) estimated maintenance costs of continued use of existing equipment;
- (3) equipment manufacturer's commitment to continued maintenance support of the existing equipment;
- (4) continued use of analog technology vs. updating to digital technology;
- (5) potential impact of wireless E911 implementation on PSAP and its continued use of existing equipment;
- (6) PSAP vendors and telephone companies' readiness to install equipment;
- (7) desire of PSAPs and their clients to consolidate all PSAP / dispatch functions at that time; and,
- (8) the municipal and county governments' ability to fund supporting infrastructure for a consolidated PSAP.

E. If the division determines the request does not have merit or there is inadequate funding available for the request, it will be returned to the PSAP as "not approved by the division".

F. Validated PSAP requests that have passed the above process, will be forwarded in writing by the PSAP and the PSAP's fiscal agent to the division director for approval to place the request(s) on the board of finance meeting agenda.

G. Any item(s) that the division director determines are inappropriate will not be approved for inclusion in the board's meeting agenda. Rejected requests will be returned to the PSAP as "not approved by the division".

H. The division will present the E911 funding project list to the board for approval.

10.6.2 NMAC 10

I. Fully executed grant agreement(s) and subcontract(s) shall be provided to the division for the official file. If necessary, subcontracts shall be procured in accordance with the New Mexico Procurement Code and applicable regulations.

[10.6.2.12 NMAC - Rp, 10.6.2.12 NMAC, 05-15-2006]

10.6.2.13 GEOGRAPHIC INFORMATION SYSTEMS (GIS) STANDARDS: In order to ensure that road centerline shapefiles can be effectively used and integrated at a statewide level, standards are needed for attribute data consistency and the development of spatial data by entities creating them with geographic information systems (GIS). Pursuant to 63-9D-4 NMSA 1978, a local governing body in an enhanced 911 service area shall provide GIS addressing and digital mapping to the PSAP that provides enhanced 911 service to the local governing body, as follows:

A. The attribution data content shall be derived from standards established by the national emergency number association (NENA). The attribution data format and structure is also based on, but not identical to, NENA standards.

B. The datum for geographic data shall be North American Datum 1983 (NAD 83) and the data shall be in a New Mexico state plane or universal transverse mercator (zone 12 or 13) projection. The geographic data shall be spatially complete for each GIS entity's defined area of responsibility, but must not extend past their geographic area of responsibility. Additionally, any road feature that extends beyond one entity's geographic area of responsibility shall align with the same feature maintained by the adjacent entity.

C. Spatial accuracy of geographic features is required to be such that they are representative of the actual feature at a scale of 1:5000. All geographic features shall have clean topology and shall be able to be utilized to form a statewide road network with connectivity. All attribution and geographic data shall be kept current through regular maintenance.

D. To ensure accurate dispatch call mapping, attribute data associated with GIS data shall be synchronized with MSAG and ALI data. This attribute data includes all components of road name and address ranges. Road name designations, including spelling, directional use, suffix types and abbreviations, shall match the road name values used in the MSAG. Road ranges in the GIS shall match or be included in road ranges in the MSAG.

E. The PSAP shall update the MSAG within 10 working days to reflect changes in addressing and mapping.

[10.6.2.13 NMAC - Rp, 10.6.2.13 NMAC, 05-15-2006]

10.6.2.14 PLANNING AND IMPLEMENTATION OF ENHANCED WIRELESS SERVICE:

A. E911 service to include phase I and phase II wireless shall be provided to the entire telecommunication company(s) service area(s) and should be implemented on a countywide or regional basis.

B. Where a telecommunication company's local exchange area extends into or encompasses two or more E911 service areas, the wireless working group (WWG) shall be responsible for initiating and establishing E911 wireless service areas.

C. The division shall have final approval authority after the PSAP and the telecommunication company identifies the need for selective routing and the associated network through which all calls for service are to be processed. The WWG through the division shall have final authority over the selective routing of the wireless vender coverage areas.

D. If the grantee, the E911 coordinator or the MSAG coordinator(s) requests a MSAG and/or a copy of the telecommunication company's "old-to-new" records in either printed or electronic format the telecommunication company shall comply within 20 working days.

E. When the MSAG and ALI have been completed and loaded onto the database, they shall be jointly owned by the PSAP and the telecommunications company.

F. The telecommunications company shall provide an updated MSAG to the PSAP upon installation completion and thereafter as requested by the PSAP.

G. The data management system and selective routing database shall be updated by the telecommunication's company within 48 hours of completion of a service order by the telecommunications company.

H. The division shall have final approval authority of the addressing system, and GIS system used to develop the database adequate to support E911 and E911 wireless services.

[10.6.2.14 NMAC - Rp, 10.6.2.14 NMAC, 05-15-2006]

10.6.2.15 PSAP CONSOLIDATION:

A. The division requires that municipal and county public safety answering points (PSAPs) within their contiguous county boundaries consolidate their 911 call answering and radio dispatch functions within one consolidated PSAP in the county. Only the consolidated PSAP in the county may apply for and receive funding for E911 equipment, equipment maintenance, training reimbursement, trunk and ALI lines; and E911 call taking and mapping equipment from the E911 fund for phase I and phase II enhanced wireless service.

B. Albuquerque police department PSAP and Bernalillo county's PSAP are excluded from 10.6.2.15 NMAC due to the large population served. The department of public safety district PSAPs; and native American pueblos and tribal police and also excluded from 10.6.2.15 NMAC.

C. Exceptions to 10.6.2.15 NMAC may be requested in writing with full justification to the division.

(1) Justification shall include cost considerations, population served, and proximity to the PSAP's back-up PSAP.

(2) The division's decision on granting an exception to 10.6.2.15 NMAC is final and not appealable.

D. Municipal and county PSAPs within one county's contiguous boundaries have one year from May 28, 2004 to develop a consolidation plan and enter into an approved joint powers agreement (JPA) for the consolidation of their E911 call answering and radio dispatch functions within one consolidated PSAP in the county.

(1) Consolidation plans will be approved / disapproved by the division.

(2) PSAPs shall consolidate in accordance with the plan, unless granted an exception, as a precondition to applying for and receiving funding for E911 equipment upgrades from the fund.

(3) If the consolidation plan and JPA requirements are not met, the applicable 911 grant agreement with the PSAPs governing bodies may be terminated in accordance with the terms and conditions of the grant agreement.

E. The division will work with municipal and county governments to prepare their consolidation plan in order to meet the requirements identified in this section.

[10.6.2.15 NMAC - Rp, 10.6.2.15 NMAC, 05-15-2006]

10.6.2.16 TELECOMMUNICATOR / DISPATCHER TRAINING: Pursuant to Section 63-9D-4A NMSA 1978, the local governing body shall require the PSAP to employ properly trained staff pursuant to the Public Safety Telecommunication Training Act. Telecommunicators and dispatchers will be certified for two years and recertified for two-year intervals after that. In order to maintain certification, 20 hours of specified training will be required in each two-year interval. Course requirements needed for recertification are listed in 10.29.7 NMAC. Each PSAP manager or supervisor will appoint in writing a training officer. The training officer's name, duty phone number, and email address will be forward to the division, and resubmitted whenever the training officer is replaced. The training officer will be responsible for the following:

A. development of PSAP policies and procedures for ensuring every telecommunicator and dispatcher receives the required training;

B. keeping accurate written records on each individual's training; and

C. submitting, through the PSAP manager or supervisor, semi-annual reports in June and January to the division on the PSAP's training progress to include; number of telecommunicators and dispatchers trained, and the courses completed by each individual; and type and amount of training yet to be completed, and any problems encountered in meeting the training requirements of 10.29.7 NMAC; for information on training reimbursement see Subsection E of 10.6.2.11 NMAC.

[10.6.2.16 NMAC - Rp, 10.6.2.16 NMAC, 05-15-2006]

10.6.2.17 WIRELESS COST RECOVERY GUIDELINES: After requesting WE911 (wireless enhanced E911) from a CMRS, local governing bodies may, by ordinance or resolution in a form specified by the division, recover from the fund pursuant to Subsection G of Section 63-9D-8 NMSA 1978, the CMRS wireless enhanced 911 service carrier costs that meet the requirements in 10.6.2.17 NMAC. Pursuant to Subsection G of Section 63-9D-8 NMSA 1978, the division, on behalf of local governing bodies, shall directly pay or reimburse CMRS for their costs of providing WE911 service. In order to maintain adequate funding in the fund to provide enhanced 911 service and equipment to local governing bodies pursuant to Section 63-9D-8 NMSA 1978, the division shall reimburse only costs incurred by CMRS to provide enhanced wireless 911 service to municipal and county public safety answering points that are in accordance with the following:

- A.** All CMRS carriers shall submit a detailed cost recovery plan (plan), invoices and status reports to the division that meet the following criteria.
- (1)** The plan and invoices shall include the one time, non-recurring cost (NRC) incurred by the CMRS carrier for the connection fee to the two 911 access tandems and the NRC for the wireless systems service provider (3rd party vendor).
- (2)** The plan and invoices shall include the CMRS carrier's monthly recurring (MRC) for trunking (T-1's to the two 911 access tandems) and the MRC for the wireless systems service provider (3rd party vendor).
- (3)** All other CMRS carrier costs are not currently eligible for cost recovery.
- B.** A plan or invoice submitted on behalf of a CMRS carrier by a third party shall include a letter of agency between the third party and the carrier, or have the letter on file. No plan or invoice submitted by a third party agent will be reviewed until the division receives notice of agency from the CMRS carrier.
- C.** The plan shall be submitted yearly by March 31st as a comprehensive statewide plan based on current circumstances. The plan shall detail the number of cell sites and the number of subscribers in each county, and the projected NRC and MRC for each county based on the current guidelines for cost recovery, including the type of wireless services you are providing; the jurisdictions (cities and counties) in which you provide wireless services, the wireless network service provider with which you have a reseller relationship, the number of customers or subscribers you have in New Mexico, the legal entity name, remittance name and tax number that you use to make tax remittances to the state of New Mexico; and the appropriate person within your organization and their contact information to discuss related tax items, remittances and which to address any additional questions.
- D.** The plan shall contain a detailed explanation of each cost item included.
- E.** The plan shall include a map designating the licensed area and the actual coverage area.
- F.** The plan shall include a sample monthly invoice from the CMRS carrier. The invoice must clearly separate MRC and NRC charges, by county. The division shall pay only the carrier. No third party agents shall be paid.
- G.** The plan shall be signed by an authorized official of the CMRS carrier or the third party agency and must be dated.
- H.** Once a CMRS carrier's plan is approved, invoices may be submitted per the guidelines.
- I.** Quarterly, the FCC wireless telecommunications bureau requires submission of a wireless carrier E911 deployment report. CMRS carriers shall provide an electronic copy of the New Mexico portion of the excel spreadsheet (appendix portion) to the division within 5 days of submission to the FCC.
- J.** Periodically, the division may request CMRS carriers to furnish additional information for the planning, coordination and implementation of wireless enhanced 9-1-1.
- K.** To be considered and approved by the division, each CMRS carrier shall follow these procedures:
- (1)** CMRS carrier cost recovery shall initially be allowed a one-time \$0.50 per subscriber NRC and a monthly \$0.05 per subscriber MRC, based on actual deployments. In addition, one-time access costs of approximately \$450 per T-1 NRC and \$900 per T-1 MRC for trunking to connect to each access tandem shall be allowed.
- (2)** CMRS carriers shall submit a valid department of treasury internal revenue department form W-9 to establish vendor status and allow cost recovery remittances to be processed when invoices are received. Refer to the IRS website at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> for the form.
- (3)** CMRS carrier invoices shall not exceed trunking cost allowances, the one-time \$0.50 NRC per subscriber, the monthly \$0.05 per subscriber MRC, based on actual deployments, and the allowed trunking NRC and MRC. Partial payment against an invoice is not allowed.
- (4)** CMRS carrier invoices will be processed, approved and disbursed on a monthly basis.
- (5)** Requests from new CMRS carriers shall be reviewed on a case-by-case basis.

[10.6.2.17 NMAC - N, 05-15-2006]

HISTORY OF 10.6.2 NMAC:

Pre-NMAC History: The material in this part is derived from that previously filed with the State Records Center and Archives under:

DFA-LGD Rule No. 93-3, Enhanced 911 Rules and Regulations, filed 5-20-94.

History of Repealed Material:

10 NMAC 6.2, Enhanced 911 Requirements, filed 2/2/98 - Repealed effective 5-28-2004.

10.6.2 NMAC, Enhanced 911 Requirements, filed 5-17-2004 - Repealed effective 05-15-2006.

Appendix 3: Sample E-911 Program Grant

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 10-E-97

THIS GRANT AGREEMENT made and entered into as of this **1st day of July, 2010** by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the **DIVISION**, and the **County of Rio Grande**, hereinafter called the **GRANTEE**.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the authority in Enhanced 911 Act, Sections 63-9D-1 etseq. NMSA 1978, (hereinafter referred to as the "Act") as amended, and the Enhanced 911 Regulations 10 NMAC 6.2 (hereinafter referred to as the "Enhanced 911 Requirements" or "911 Regulations.")

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life, property, provides automatic routing to the appropriate public safety answering point (PSAP), provides immediate visual display of the location and telephone number of the caller and curtails abuses of the emergency system by documenting callers.

WHEREAS, the Grantee and the Division have the authority, pursuant to the Act, Sections 63-9D-1 etseq. NMSA 1978, and the 911 Regulations, to enter into this Grant Agreement.

WHEREAS, the Grantee complies with the definition of "Grantee" in 10.6.2.7 HH. NMAC, of the 911 Regulations.

WHEREAS, the Division has the authority, pursuant to Section 63-9D-8 NMSA 1978, to administer the Enhanced 911 fund.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

A. Unless terminated earlier pursuant to Article V herein, the term of this Grant Agreement shall be from **July 1, 2010**, through **June 30, 2014**. **THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY BOTH THE GRANTEE AND THE DIVISION.**

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A above, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, in order that the Grantee and the Division may review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement to provide additional time for completion of the same. The Division's decision whether or not to extend the term of this Agreement is final and non-appealable.

ARTICLE II - REPORTS

Annual Reports: The Grantee shall submit to the Division an Annual Status Report to include information in 10.6.2.11.D NMAC. The report shall include a description of any problems encountered, and any such other information as may be of assistance to the Division in its evaluation. The Annual Report shall include sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor and shall be submitted no later than June 30th, annually.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed the following amount from the Enhanced 911 fund:

\$1,262,712

The funds are to be expended in accordance with the proposed Revenue/Expenditure Budget, attached as Exhibit "C", and made a part hereof and in accordance with the 911 Regulations 10.6.2.11, PSAP Equipment, Acquisition, and Disbursement of Funds. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of said Budget without the prior written approval of the Division and the funds shall not be expended for Ineligible Costs, Section 10.6.2.11.F, of the 911 Regulations.

B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.

C. It is understood and agreed that should any portion of the funds set forth in Paragraph A above are not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied, the unexpended funds shall be reverted by the Division in accordance with the Enhanced 911 Act and the E911 Regulations.

D. Pursuant to Section 63-9D-8 NMSA 1978, as amended, payments shall be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Division solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.

E. Payments may be made by the Division as follows: (1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or (2) reimbursements to the Grantee for actual costs or expenditures after the Division receives a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Division for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee require prior written approval by the Division to be eligible for reimbursement.

F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the 911 Regulations.

ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

A. Mutual Early Termination. Except as provided in Article IV. D. herein, this Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Division's sole liability upon such termination shall be to pay for eligible Budget items purchased prior to the Grantee's receipt of the notice of termination, if the Division is the terminating party, or the Grantee's sending of the notice of termination, if the Grantee is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Grantee shall submit an invoice for such eligible Budget items within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Division or if, during the term of this Agreement, the Grantee or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS*

AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DIVISION.

B. Termination Management. Immediately upon receipt by either the Division or the Grantee of notice of termination of this Agreement, the Grantee shall: 1) not incur any further obligations for expenditure of funds under this Agreement without written approval of the Division; and 2) comply with all directives issued by the Division in the notice of termination as to the performance under this Agreement.

C. This Grant Agreement incorporates all agreements, covenants and understandings between the parties hereto concerning the subject matter hereof and all such agreements, covenants and understandings have been merged into this written Grant Agreement. No prior agreements, covenants, or understandings oral or otherwise, of the parties or their agents shall be valid and enforceable unless embodied in this Grant Agreement.

D. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may **immediately** terminate this Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such immediate early termination. The Division's decision as to whether sufficient appropriations are available shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into between the effective date of this Agreement and the Termination Date or early termination date.

ARTICLE V - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with all state laws, the 911 Regulations, and other state laws, regulations, policies and with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the Grant that:

A. It will comply with the New Mexico Procurement Code, Sections 13-1-1 through 13-1-199 NMSA 1978.

B. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.

C. It will comply with all requirements set forth in the Act and prescribed by the Division in its 911 Regulations, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.

D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Agreement for other than the uses specified, without the prior written approval of the Division.

E. It will comply with Section 63-9D-4D and provide Geographic Information Systems (GIS) addressing and digital mapping data to the public safety answering point that provides the enhanced 911 service to the Grantee.

F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Division per 10.6.2 NMAC. This information shall be compliant with the statewide dataset used by the local PSAPs.

G. It agrees and acknowledges that all GIS data provided to the Division's statewide dataset in support of the E911 program is public data and shall be shared with other governmental agencies.

H. It will finance any amount exceeding the approved funding for the 911 equipment costs.

I. It will not make any changes in the E911 system configuration without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change(s).

J. It will provide to the Division, documentation of total insurance coverage for all hardware and software and other equipment purchased with E911 funds. Insurance should, at a minimum, cover non-routine maintenance defects including but not limited to, all acts of God, floods, fire, lightning strikes and water damage.

K. It will provide all the necessary qualified personnel, material, and facilities to run the E911 PSAP.

L. It will submit all project related contracts, subcontracts, and agreements to the Division for administrative review and approval prior to execution for compliance with the E911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Division for review and approval prior to execution.

M. It will comply with the PSAP consolidation requirement pursuant to the 10.6.2.15 NMAC of the 911 Regulations.

ARTICLE VI - RETENTION OF RECORDS

The Grantee shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

A. Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under Department of Finance and Administration Local Government Division (Division) Grant Agreement. Should the Division or the grantee terminate the Grant Agreement, the grantee may terminate this contract by providing Contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the grantee only liability shall be to pay Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date.”

ARTICLE VIII - GRANTEE REPRESENTATIVE

The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved project.

Name: John Doe
Address: 8320 S. Springs Rd
Rio Grande, NM, 88888
Title: PSAP Manager
Telephone: 575-505-5005

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Amendment as of the date first written above.

THIS GRANT AMENDMENT has been approved by:

GRANTEE

County Commission

Date

(Type or Print Name)

County Manager

Date

(Type or Print Name)

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

By: _____

Sam Ojinaga, Deputy Division Director
Local Government Division, DFA

Date

Appendix 4: Sample NM E-911 Travel & Training

Sample Reimbursement Request Form:

Sample 1: Initial Request with only left side "anticipated" column filled in.

New Mexico E-911 Travel & Training Reimbursement Request Form																																																																			
Travelers/Trainees: <input type="text" value="John Doe"/>	Destination: <input type="text" value="2323 Somewhere City, NM 85555"/>																																																																		
PSAP Name: <input type="text" value="Rio Grande Regional PSAP"/>	Departure Location: <input type="text" value="1001 Alameda Ave. Rio Grande, NM 85888"/>																																																																		
In all addresses above. Include Street, City, State, Zip Code. Do not use PO Box.																																																																			
Justification:	New Mexico "Safety Net" Conference. There are 10 courses. All courses are certified by the NM Law Enforcement Academy. All classes provide simulated, realistic calls that benefit new and veteran call-takers.																																																																		
	<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p style="font-size: x-small;">This column is used during initial request and should be filled out electronically if possible.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="background-color: #cccccc;">ANTICIPATED</th> </tr> </thead> <tbody> <tr> <td colspan="2">Departure:</td> </tr> <tr> <td style="font-size: x-small;">Date:</td> <td><input type="text" value="12/13/11"/></td> </tr> <tr> <td style="font-size: x-small;">Time:</td> <td><input type="text" value="7:00 AM"/></td> </tr> <tr> <td style="font-size: x-small;">From:</td> <td><input type="text" value="Rio Grande, NM"/></td> </tr> <tr> <td colspan="2">Return:</td> </tr> <tr> <td style="font-size: x-small;">Date:</td> <td><input type="text" value="12/17/11"/></td> </tr> <tr> <td style="font-size: x-small;">Time:</td> <td><input type="text" value="7:00 PM"/></td> </tr> <tr> <td style="font-size: x-small;">From:</td> <td><input type="text" value="Somewhere City, NM"/></td> </tr> <tr> <td colspan="2">Auto Total: \$ <input type="text" value="198.00"/></td> </tr> <tr> <td colspan="2">Type Here: \$ <input type="text" value="-"/></td> </tr> <tr> <td colspan="2">Auto Total: \$ <input type="text" value="340.00"/></td> </tr> <tr> <td colspan="2">Type Here: \$ <input type="text" value="20.00"/></td> </tr> <tr> <td colspan="2">Type Here: \$ <input type="text" value="-"/></td> </tr> <tr> <td colspan="2">Type Here: \$ <input type="text" value="-"/></td> </tr> <tr> <td colspan="2">Type Here: \$ <input type="text" value="-"/></td> </tr> <tr> <td colspan="2">Auto Total: \$ <input type="text" value="558.00"/></td> </tr> </tbody> </table> </div> <div style="border: 1px solid black; padding: 5px;"> <p style="font-size: x-small;">This column is used for final reimbursement request and will be filled out by hand.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="background-color: #cccccc;">ACTUAL</th> </tr> </thead> <tbody> <tr> <td colspan="2">Departure:</td> </tr> <tr> <td style="font-size: x-small;">Date:</td> <td><input type="text"/></td> </tr> <tr> <td style="font-size: x-small;">Time:</td> <td><input type="text"/></td> </tr> <tr> <td style="font-size: x-small;">From:</td> <td><input type="text"/></td> </tr> <tr> <td colspan="2">Return:</td> </tr> <tr> <td style="font-size: x-small;">Date:</td> <td><input type="text"/></td> </tr> <tr> <td style="font-size: x-small;">Time:</td> <td><input type="text"/></td> </tr> <tr> <td style="font-size: x-small;">From:</td> <td><input type="text"/></td> </tr> <tr> <td colspan="2">Write Here: \$ <input type="text" value="-"/></td> </tr> <tr> <td colspan="2">Write Here: \$ <input type="text" value="-"/></td> </tr> <tr> <td colspan="2">Write Here: \$ <input type="text" value="-"/></td> </tr> <tr> <td colspan="2">Write Here: \$ <input type="text" value="-"/></td> </tr> <tr> <td colspan="2">Write Here: \$ <input type="text" value="-"/></td> </tr> <tr> <td colspan="2">Write Here: \$ <input type="text" value="-"/></td> </tr> <tr> <td colspan="2">Write Here: \$ <input type="text" value="-"/></td> </tr> </tbody> </table> </div>	ANTICIPATED		Departure:		Date:	<input type="text" value="12/13/11"/>	Time:	<input type="text" value="7:00 AM"/>	From:	<input type="text" value="Rio Grande, NM"/>	Return:		Date:	<input type="text" value="12/17/11"/>	Time:	<input type="text" value="7:00 PM"/>	From:	<input type="text" value="Somewhere City, NM"/>	Auto Total: \$ <input type="text" value="198.00"/>		Type Here: \$ <input type="text" value="-"/>		Auto Total: \$ <input type="text" value="340.00"/>		Type Here: \$ <input type="text" value="20.00"/>		Type Here: \$ <input type="text" value="-"/>		Type Here: \$ <input type="text" value="-"/>		Type Here: \$ <input type="text" value="-"/>		Auto Total: \$ <input type="text" value="558.00"/>		ACTUAL		Departure:		Date:	<input type="text"/>	Time:	<input type="text"/>	From:	<input type="text"/>	Return:		Date:	<input type="text"/>	Time:	<input type="text"/>	From:	<input type="text"/>	Write Here: \$ <input type="text" value="-"/>													
ANTICIPATED																																																																			
Departure:																																																																			
Date:	<input type="text" value="12/13/11"/>																																																																		
Time:	<input type="text" value="7:00 AM"/>																																																																		
From:	<input type="text" value="Rio Grande, NM"/>																																																																		
Return:																																																																			
Date:	<input type="text" value="12/17/11"/>																																																																		
Time:	<input type="text" value="7:00 PM"/>																																																																		
From:	<input type="text" value="Somewhere City, NM"/>																																																																		
Auto Total: \$ <input type="text" value="198.00"/>																																																																			
Type Here: \$ <input type="text" value="-"/>																																																																			
Auto Total: \$ <input type="text" value="340.00"/>																																																																			
Type Here: \$ <input type="text" value="20.00"/>																																																																			
Type Here: \$ <input type="text" value="-"/>																																																																			
Type Here: \$ <input type="text" value="-"/>																																																																			
Type Here: \$ <input type="text" value="-"/>																																																																			
Auto Total: \$ <input type="text" value="558.00"/>																																																																			
ACTUAL																																																																			
Departure:																																																																			
Date:	<input type="text"/>																																																																		
Time:	<input type="text"/>																																																																		
From:	<input type="text"/>																																																																		
Return:																																																																			
Date:	<input type="text"/>																																																																		
Time:	<input type="text"/>																																																																		
From:	<input type="text"/>																																																																		
Write Here: \$ <input type="text" value="-"/>																																																																			
Write Here: \$ <input type="text" value="-"/>																																																																			
Write Here: \$ <input type="text" value="-"/>																																																																			
Write Here: \$ <input type="text" value="-"/>																																																																			
Write Here: \$ <input type="text" value="-"/>																																																																			
Write Here: \$ <input type="text" value="-"/>																																																																			
Write Here: \$ <input type="text" value="-"/>																																																																			
<p>Mileage: (Only applies when travel involves personal vehicle) (Multiple vehicles not allowed when greater than 1 individual is traveling)</p> <p>Enter Round-Trip Rand-McNally Mileage <input type="text" value="396"/></p> <p>Mileage Reimbursement Rate \$ <input type="text" value="0.50"/></p> <p>Per Diem:</p> <p>*Partial Day Per Diem (for 1 day trips only)</p> <p>**Overnight Per Diem (for multi-day trips)</p> <p>Overnight Per Diem Rate \$ <input type="text" value="85"/></p> <p>Enter Number of Overnights Here <input type="text" value="4"/></p> <p>***Partial Day Per Diem (for last day of multi-day trip only)</p> <p>Fees:</p> <p>Conference Registration Fees</p> <p>Course Fees (if not included in Reg. Fees above)</p> <p>Other Fees</p> <p>Total Cost:</p>	<p>Certification:</p> <p>I certify that the amounts and travel information listed are true and correct to the best of my knowledge.</p> <p>Traveler's Signature _____ Date _____</p> <p>Approvals:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="width: 50%;">Expense Approval</th> <th colspan="2" style="width: 50%;">Actual Expense Approved</th> </tr> </thead> <tbody> <tr> <td style="width: 40%;">PSAP Manager/Director</td> <td style="width: 10%;">Date</td> <td style="width: 40%;">PSAP Manager/Director</td> <td style="width: 10%;">Date</td> </tr> <tr> <td>DFA E-911 Program Manager</td> <td>Date</td> <td>DFA E-911 Program Manager</td> <td>Date</td> </tr> </tbody> </table>	Expense Approval		Actual Expense Approved		PSAP Manager/Director	Date	PSAP Manager/Director	Date	DFA E-911 Program Manager	Date	DFA E-911 Program Manager	Date																																																						
Expense Approval		Actual Expense Approved																																																																	
PSAP Manager/Director	Date	PSAP Manager/Director	Date																																																																
DFA E-911 Program Manager	Date	DFA E-911 Program Manager	Date																																																																
<p>*Occasional or irregular travel beyond normal work day, no overnight lodging. Less than 2 hrs, \$0, 2 to 6 hrs, \$12, 6 to 12 hrs, \$20, and 12 hrs or more, \$30. Least common.</p> <p>**If overnight lodging is required, per diem is \$85 (\$135 for Santa Fe). Attendance at board/commission meetings is \$95 per meeting day or per diem if applicable.</p> <p>***On the last day of travel when overnight lodging is no longer required. Less than 2 hrs, \$0, 2 to 6 hrs, \$12, 6 to 12 hrs, \$20, and 12 hrs or more, \$30. More common.</p>																																																																			

Sample 2: Follow –Up Request with right side “actual” column filled in

New Mexico E-911 Travel & Training Reimbursement Request Form																																			
Travelers/Trainees: <input type="text" value="John Doe"/>	Destination: <input type="text" value="3210 Smith Dr. Albuquerque, NM 85555"/>																																		
PSAP Name: <input type="text" value="Rio Grande Regional PSAP"/>	Departure Location: <input type="text" value="1001 Alameda Ave, Rio Grande, NM 85888"/>																																		
In all addresses above. Include Street, City, State, Zip Code. Do not use PO Box.																																			
Justification: <input type="text" value="Power Phone Active Shooter Course in Albu. NM DPS LEA Accreditation # 132566"/>																																			
	<p style="font-size: x-small;">This column is used during initial request and should be filled out electronically if possible.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="background-color: #cccccc; text-align: center;">ANTICIPATED</th> </tr> </thead> <tbody> <tr> <td colspan="2">Departure:</td> </tr> <tr> <td>Date:</td> <td><input type="text" value="12/13/13"/></td> </tr> <tr> <td>Time:</td> <td><input type="text" value="7:00 AM"/></td> </tr> <tr> <td>From:</td> <td><input type="text" value="Rio Grande, NM"/></td> </tr> <tr> <td colspan="2">Return:</td> </tr> <tr> <td>Date:</td> <td><input type="text" value="12/17/13"/></td> </tr> <tr> <td>Time:</td> <td><input type="text" value="7:00 PM"/></td> </tr> <tr> <td>From:</td> <td><input type="text" value="Albuquerque, NM"/></td> </tr> <tr> <td colspan="2">Auto Total: \$ <input type="text" value="175.00"/></td> </tr> <tr> <td>Type Here:</td> <td>\$ <input type="text" value="-"/></td> </tr> <tr> <td colspan="2">Auto Total: \$ <input type="text" value="340.00"/></td> </tr> <tr> <td>Type Here:</td> <td>\$ <input type="text" value="20.00"/></td> </tr> <tr> <td>Type Here:</td> <td>\$ <input type="text" value="389.00"/></td> </tr> <tr> <td>Type Here:</td> <td>\$ <input type="text" value="-"/></td> </tr> <tr> <td>Type Here:</td> <td>\$ <input type="text" value="-"/></td> </tr> <tr> <td colspan="2">Auto Total: \$ <input type="text" value="924.00"/></td> </tr> </tbody> </table>	ANTICIPATED		Departure:		Date:	<input type="text" value="12/13/13"/>	Time:	<input type="text" value="7:00 AM"/>	From:	<input type="text" value="Rio Grande, NM"/>	Return:		Date:	<input type="text" value="12/17/13"/>	Time:	<input type="text" value="7:00 PM"/>	From:	<input type="text" value="Albuquerque, NM"/>	Auto Total: \$ <input type="text" value="175.00"/>		Type Here:	\$ <input type="text" value="-"/>	Auto Total: \$ <input type="text" value="340.00"/>		Type Here:	\$ <input type="text" value="20.00"/>	Type Here:	\$ <input type="text" value="389.00"/>	Type Here:	\$ <input type="text" value="-"/>	Type Here:	\$ <input type="text" value="-"/>	Auto Total: \$ <input type="text" value="924.00"/>	
ANTICIPATED																																			
Departure:																																			
Date:	<input type="text" value="12/13/13"/>																																		
Time:	<input type="text" value="7:00 AM"/>																																		
From:	<input type="text" value="Rio Grande, NM"/>																																		
Return:																																			
Date:	<input type="text" value="12/17/13"/>																																		
Time:	<input type="text" value="7:00 PM"/>																																		
From:	<input type="text" value="Albuquerque, NM"/>																																		
Auto Total: \$ <input type="text" value="175.00"/>																																			
Type Here:	\$ <input type="text" value="-"/>																																		
Auto Total: \$ <input type="text" value="340.00"/>																																			
Type Here:	\$ <input type="text" value="20.00"/>																																		
Type Here:	\$ <input type="text" value="389.00"/>																																		
Type Here:	\$ <input type="text" value="-"/>																																		
Type Here:	\$ <input type="text" value="-"/>																																		
Auto Total: \$ <input type="text" value="924.00"/>																																			
<p>Mileage: (Only applies when travel involves personal vehicle) (Multiple vehicles not allowed when greater than 1 individual is traveling)</p> <p>Enter Round-Trip Rand-McNally Mileage <input type="text" value="350"/></p> <p>Mileage Reimbursement Rate \$ <input type="text" value="0.50"/></p> <p>Per Diem:</p> <p>*Partial Day Per Diem (for 1 day trips only)</p> <p>**Overnight Per Diem (for multi-day trips)</p> <p>Overnight Per Diem Rate \$ <input type="text" value="85"/></p> <p>Enter Number of Overnights Here <input type="text" value="4"/></p> <p>***Partial Day Per Diem (for last day of multi-day trip only)</p> <p>Fees:</p> <p>Conference Registration Fees</p> <p>Course Fees (if not included in Reg. Fees above)</p> <p>Other Fees</p> <p>Total Cost:</p>	<p style="font-size: x-small;">This column is used for final reimbursement request.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="background-color: #cccccc; text-align: center;">ACTUAL</th> </tr> </thead> <tbody> <tr> <td colspan="2">Departure:</td> </tr> <tr> <td>Date:</td> <td><input type="text" value="12/13/13"/></td> </tr> <tr> <td>Time:</td> <td><input type="text" value="5:00 PM"/></td> </tr> <tr> <td>From:</td> <td><input type="text" value="Albuquerque, NM"/></td> </tr> <tr> <td colspan="2">Return:</td> </tr> <tr> <td>Date:</td> <td><input type="text" value="12/17/13"/></td> </tr> <tr> <td>Time:</td> <td><input type="text" value="7:00 PM"/></td> </tr> <tr> <td>From:</td> <td><input type="text" value="Albuquerque, NM"/></td> </tr> <tr> <td colspan="2">Write Here: \$ <input type="text" value="175.00"/></td> </tr> <tr> <td colspan="2">Write Here: \$ <input type="text" value="-"/></td> </tr> <tr> <td colspan="2">Write Here: \$ <input type="text" value="340.00"/></td> </tr> <tr> <td colspan="2">Write Here: \$ <input type="text" value="20.00"/></td> </tr> <tr> <td colspan="2">Write Here: \$ <input type="text" value="389.00"/></td> </tr> <tr> <td colspan="2">Write Here: \$ <input type="text" value="-"/></td> </tr> <tr> <td colspan="2">Write Here: \$ <input type="text" value="-"/></td> </tr> <tr> <td colspan="2">Write Here: \$ <input type="text" value="924.00"/></td> </tr> </tbody> </table>	ACTUAL		Departure:		Date:	<input type="text" value="12/13/13"/>	Time:	<input type="text" value="5:00 PM"/>	From:	<input type="text" value="Albuquerque, NM"/>	Return:		Date:	<input type="text" value="12/17/13"/>	Time:	<input type="text" value="7:00 PM"/>	From:	<input type="text" value="Albuquerque, NM"/>	Write Here: \$ <input type="text" value="175.00"/>		Write Here: \$ <input type="text" value="-"/>		Write Here: \$ <input type="text" value="340.00"/>		Write Here: \$ <input type="text" value="20.00"/>		Write Here: \$ <input type="text" value="389.00"/>		Write Here: \$ <input type="text" value="-"/>		Write Here: \$ <input type="text" value="-"/>		Write Here: \$ <input type="text" value="924.00"/>	
ACTUAL																																			
Departure:																																			
Date:	<input type="text" value="12/13/13"/>																																		
Time:	<input type="text" value="5:00 PM"/>																																		
From:	<input type="text" value="Albuquerque, NM"/>																																		
Return:																																			
Date:	<input type="text" value="12/17/13"/>																																		
Time:	<input type="text" value="7:00 PM"/>																																		
From:	<input type="text" value="Albuquerque, NM"/>																																		
Write Here: \$ <input type="text" value="175.00"/>																																			
Write Here: \$ <input type="text" value="-"/>																																			
Write Here: \$ <input type="text" value="340.00"/>																																			
Write Here: \$ <input type="text" value="20.00"/>																																			
Write Here: \$ <input type="text" value="389.00"/>																																			
Write Here: \$ <input type="text" value="-"/>																																			
Write Here: \$ <input type="text" value="-"/>																																			
Write Here: \$ <input type="text" value="924.00"/>																																			
Certification: I certify that the amounts and travel information listed are true and correct to the best of my knowledge.																																			
Traveler's Signature _____	Date _____																																		
Approvals:																																			
Expense Approval	Actual Expense Approved																																		
PSAP Manager/Director _____ Date _____	PSAP Manager/Director _____ Date _____																																		
DFA E-911 Program Manager _____ Date _____	DFA E-911 Program Manager _____ Date _____																																		
<p>*Occasional or irregular travel beyond normal work day, no overnight lodging. Less than 2 hrs, \$0, 2 to 6 hrs, \$12, 6 to 12 hrs, \$20, and 12 hrs or more, \$30. Least common.</p> <p>**If overnight lodging is required, per diem is \$85 (\$135 for Santa Fe). Attendance at board/commission meetings is \$95 per meeting day or per diem if applicable.</p> <p>***On the last day of travel when overnight lodging is no longer required. Less than 2 hrs, \$0, 2 to 6 hrs, \$12, 6 to 12 hrs, \$20, and 12 hrs or more, \$30. More common.</p>																																			
Revision Date: 2/24/11																																			

Appendix 5: Sample PSAP BOF Request Letter



Rio Grande County Emergency Communications Center (RGCECC)
1001 Alameda Ave, Rio Grande, NM, 88888 (575) 505-5555

Date: April 15, 2010

To: Art Rios, E-911 Program Manager, DFA

From: Rio Grande County Emergency Communications Center (RGCECC)

Re: PSAP Equipment Request Letter

Rio Grande County requests State Board of Finance approval for the equipment listed in Attachment 1. Our current 911 equipment was installed in 1999 and no hardware updates have occurred since that time; however, equipment failure rates are increasing. The equipment has been maintained through a maintenance contract with VendorX. According to the equipment manufacturer, our current equipment will only be supported until January 2011; however the remaining life could be less. A quote from VendorX, in Microsoft Excel, is attached as Attachment 1.

Today we have three 9-1-1 call-taking positions and we are requesting to add one additional position for a total of four positions. You will see in attachment 1 that RGCECC's call statistics justify the need to expand to a fourth position. Our data shows that we are now receiving 500 additional wireless calls per month (1,775 up from 1,275 or 39%) on average since January 2009.

With signatures below, we certify that:

1. The necessary construction for RGCECC will be completed and the site will be fully available to receive the new equipment no later than June 25, 2010;
2. RGCECC is in compliance with Section 63-9D-4A NMSA 1978, Telecommunicator / Dispatcher Training, paragraph 10.6.2.16; and
3. RGCECC is in compliance with GIS / MSAG minimum accuracy requirements set forth in Title 10, Chapter 6, Part 2 of the New Mexico Administrative Code (NMAC), paragraph 10.6.2.10.
4. RGCECC certifies that it has submitted its Annual PSPA Report for 2009 and 2010.
5. RGCECC certifies that it will be able to fund future maintenance contracts for recorders & dispatch software.

Lastly, with signatures below, we acknowledge and agree that once request packages are approved by the BOF, all future changes in configuration cannot exceed the original BOF-approved cost AND we understand and agree that any cost above the BOF-approved amount must be paid by Rio Grande County.

Authorized Signature

Fiscal Agent

Fiscal Agent's Printed Name

Authorized Signature

PSAP Manager

PSAP Manager's Printed Name

Attachment 1: MS Excel quote from VendorX

Attachment 2: call statistics for the past 12 months (printout from MIS package)

Attachment 3: certificate of installation for current equipment

Appendix 6: PSAP Joint Powers Agreement (JPA) Template

COUNTY, NEW MEXICO

JOINT POWERS AGREEMENT FOR CONSOLIDATED PUBLIC SAFETY ANSWERING POINT (PSAP)

This Joint Powers Agreement (Agreement) is dated the _____ day of _____, 20XX, by and between the Board of County Commissioners of _____ County, New Mexico (County), the City of _____, New Mexico, a municipal corporation, the City of _____, New Mexico, a municipal corporation, and the City of _____, New Mexico, a municipal corporation.

NOW THEREFORE, the parties agree as follows:

1. GENERAL PROVISIONS

Pursuant to the provisions of the Joint Powers Agreement Act (Sections 11-1-1 through 11-1-7 NMSA 1978) and the Enhanced 911 Act (Sections 63-9D-1 through 63-9D-11 NMSA 1978), the parties agree that a separate legal entity known as the _____ (the Authority) shall be organized and empowered as set forth herein.

The parties agree that, by execution of this Agreement, they jointly and severally constitute, authorize and empower the Authority as a separate entity, with full powers to enter into contracts, to sue and be sued, and otherwise do all things necessary to carry out the duties delegated hereunder.

By entering into this Agreement, none of the parties shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.*, NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by federal, state, local, or common law and the New Mexico Tort Claims Act.

The parties and their “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

Any privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers’ compensation and other benefits which apply to the activity of officers, agents or employees of any of the parties to this Agreement when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of the Joint Powers Agreements Act, Sections 11-1-1 to 11-1-7, NMSA 1978.

The area to which the consolidated communication services shall be supplied shall be _____ County, New Mexico.

2. BOARD OF DIRECTORS

The Board of Directors shall consist of _____ members; provided, however, that in the event a party terminates its participation in this Agreement pursuant to paragraph 9.2 of this Agreement, the size of the Board of Directors shall be reduced by the number of directors the terminating party has the right to appoint under paragraph 2.2 of this Agreement. All members of the Board shall be residents of the County and may be, but do not have to be, a resident of one of the cities. Four of the directors shall be full time employees of any of the following criminal justice agencies:

- A. A Municipal Police Department;
- B. The _____ County Sheriff’s Department;
- C. A City Attorney’s Office or the District Attorney’s Office;
- D. The District Court, a Magistrate Court or a Municipal Court;
- E. The New Mexico State Police Department;
- F. The _____ County Detention Center; or
- G. A State or Federal probation or parole Division or Department.

The members of the Board of Directors shall be selected as follows:

The Board of County Commissioners shall appoint two directors. One of the directors shall be a full time employee of a criminal justice agency (criminal justice position) and one shall represent the county volunteer fire departments (volunteer fire department position). The City of _____ shall appoint two directors. One of the directors shall be a full time employee of a criminal justice agency (criminal justice position) and one shall not be employed by a criminal justice agency (at large position). The City of _____ shall appoint one director who is not employed by a criminal justice agency (at large position). The City of _____ shall appoint one director who is a full time employee of a criminal justice agency (criminal justice position). DPS shall appoint one director who shall be the New Mexico State Police District Commander of District No. ____ (criminal justice position).

The term of office for members of the Board of Directors shall be indefinite. All members of the Board of Directors shall serve at the pleasure of the entity that appointed them and they may be replaced at any time by formal action of their appointing entity. All directors shall serve until their successor has been appointed and formally taken office.

In the event of the death or resignation of a director, or three consecutive absences from duly called meetings, the entity that appointed the director shall thereupon appoint a director to replace the vacated position.

The Board of Directors shall elect one member as Chairman, one member as Chairman Pro-tem and one member as Secretary of the Board. Officers shall be elected every two years. A special election shall be held if there is a vacancy in an office prior to the expiration of a regular term of office.

3. GENERAL POWERS OF BOARD OF DIRECTORS

The affairs of the Authority shall be conducted by the Board of Directors.

The Board of Directors may adopt By-Laws and Rules and Regulations as it deems necessary to conduct the affairs of the Authority.

Each director, or their representative, shall have one vote.

4. POWERS OF THE AUTHORITY

The Authority shall be empowered and authorized to:

Establish and operate a Consolidated Communication Center to provide emergency and law enforcement communications for the County, the Cities, and State Police District ____.

Exercise the rights and powers granted to a “local governing body” under the Enhanced 911 Act.

Contract for the installation and operation of an enhanced 911 system and other emergency and law enforcement communications equipment.

Pay for such equipment, software, installation of equipment and software, maintenance agreements, and related services by way of a lease, purchase or lease-purchase subject to the provisions of the Procurement Code.

Administer the funds provided for enhanced 911 services by the Enhanced 911 Act.

Money received from the enhanced 911 fund shall be spent in accordance with rules adopted by the Local Government Division of the Department of Finance and Administration.

In addition, the Authority may do any other act as may be necessary to provide effective and efficient emergency and law enforcement communications; including, but not limited to, the contracting with equipment vendors and service suppliers for the purpose of obtaining the benefit of technological developments which the Authority deems necessary to improve or enhance the quality and efficiency of service to be provided hereunder.

The Authority may enter into contracts with other governmental public safety agencies to provide communication services at a cost to be determined by the Authority.

The Authority shall not have the right or authority to force the relinquishment, reassignment, relicensing or use of any radio frequency or frequencies that are presently licensed to any of the parties to this Agreement or any of their agencies.

5. BUDGET AND OPERATING COSTS

5.1 The annual budget of the Authority shall be submitted to the Board of County Commissioners of _____ County (or fiscal agent) and shall not be effective until approved by the Board of County Commissioners. Unless otherwise provided in this Agreement, the County shall provide the funds that

are necessary for the Authority’s administrative and operational expenses from the revenue generated by the County Emergency Communications and Emergency Medical Services Gross Receipts Tax (the G.R. tax) (if applicable). The Authority shall pay a reasonable fee each fiscal year, to be determined by the Authority’s Board of Directors, to compensate the County (or fiscal agent) for the administrative support services the County (or fiscal agent) has provided to the Authority during the preceding fiscal year.

5.2 The County is currently allocating ___% of the G.R. tax to fund the Authority’s administrative and operational expenses and ___% of the G. R. tax to fund the ambulance service. The Board of County Commissioners may adjust the percentage of the tax allocated to the communications fund and the ambulance service fund as necessary in the future to meet the funding requirements for both services. If the County Emergency Communications total tax fund is not sufficient to meet the Authority’s operating budget for any fiscal year, the County and the Cities shall jointly contribute the amount necessary to meet the Authority’s operating budget. The amount of each entity’s contribution shall be determined by applying the following percentages to the total amount of the required contribution:

<u>Entity</u>	<u>Percent</u>
The _____ County	__%
The City of _____	__%
The City of _____	__%
The City of _____	<u> </u> %
TOTAL	100%

5.3 If the County terminates its participation in this Agreement, the County shall, notwithstanding its non-participation, continue to provide the funds set out in this Agreement that are reasonably necessary for administrative and operational expenses.

5.4 (if applicable) The City of _____ has purchased a _____ System which is utilized to connect all public safety agencies in _____ County to one records system. The records portion of the system will be maintained on the computer in the City of _____.

5.5 (if applicable) There will be a continuing annual maintenance cost for software, communications circuits and the computer for the records computer at the communications center. The County shall pay ___% of the yearly maintenance cost as part of the operating costs of the communications center and ___% of the yearly maintenance costs shall be divided among the using agencies (including County agencies) based upon the number of service calls for each agency during the previous year. If funds are available annually from the G.R. Tax proceeds to cover the entire ____ maintenance cost, the Authority may include the entire amount in its annual budget and no contribution will be required from the participating agencies.

6. OPERATING EQUIPMENT AND ACCESS TO COMMUNICATIONS SYSTEMS

All of the Communication Center equipment presently installed and subsequently installed in the consolidated communication center facility shall remain in the facility should any of the parties to this Agreement choose to cease its participation in the communications system.

Each entity shall be responsible for acquiring, maintaining and replacing its own field and in-house equipment used to communicate with the communications center.

DPS shall provide access to the statewide microwave system to allow the communication center to dispatch the New Mexico State Police. Any and all costs of connection to and maintenance of access to the statewide microwave system shall be paid by DPS.

(if applicable) The Authority shall maintain the CAD software for the ____ computer at the communications center and the Authority will be the contact agency with the software company. The Authority shall have full and final authority concerning all security issues for the CAD at the communications center. The Authority shall be responsible for maintaining all files within the computer at the communications center and shall be responsible for all updates and changes. The City of _____ Information Technology staff shall assist the Authority staff with all major end-user application system updates and changes.

Each using agency shall have the responsibility of maintaining security on its own files and maintaining the configuration tables in the Records Management System for its own agency. If any party ceases its

participation in this agreement (including the City of _____), the City of _____ shall continue to maintain the records portion of the system on the _____ computer in the City of _____.

Any major change to the records system shall be approved by all parties to this Agreement. If a major change to the records system will benefit all parties, payment for that upgrade shall be divided among the using agencies based upon the number of service calls for each agency during the previous year. If a major change will benefit only one agency, that agency shall be responsible for the cost of the upgrade.

(if applicable) The City of _____ shall be responsible for system maintenance on the _____ servers.

The City of _____ I.T. Department will be the contact with the software company except as pertaining to CAD. Each using agency shall be responsible for maintenance and replacement of its own equipment within the agency. Each using agency other than the Authority is responsible for maintenance and replacement of in-building wiring within the agency. The City of _____ I.T. Department shall be the contact with the supplier for maintenance of all telephone lines involved in the records system and the City of _____ I.T. Department shall be responsible for contacting the appropriate supplier for repairs or installations of telephone lines.

7. FUNDS AND OPERATIONS

The _____ shall be the administering agency and the fiscal agent for the Authority. As the fiscal agent, the _____ shall manage all revenues, maintain all accounts and receive and disburse all funds on behalf of the Authority.

The funds of the Authority shall be held in one or more separate accounts and shall not be commingled with the funds of any of the parties to this Agreement. All funds received pursuant to the Enhanced 911 Act shall be utilized and maintained as set out in the Enhanced 911 Act.

The Authority may invest its funds only in accordance with any applicable laws of the State of New Mexico governing the investment of public funds.

No party to this Agreement shall have any liability to pay for any debt or other obligation incurred by the Authority unless there is a specific undertaking to do so accompanied by an appropriation approved with the requisite formalities.

The Authority shall maintain a Capital Equipment Fund which shall be utilized to replace obsolete, worn out or unusable equipment in the Communications Center. The maximum balance to be maintained in the Capital Equipment Fund shall be \$_____. The County and the Cities will jointly contribute each fiscal year the amount necessary to retain the maximum balance. The amount of each entity's contribution shall be determined by applying the following percentages to the total amount of the contribution required to maintain the maximum balance:

<u>Entity</u>	<u>Percent</u>
The County	__%
The City of _____	__%
The City of _____	__%
The City of _____	__%
TOTAL	100%

8. BOOKS AND RECORDS

The Authority shall maintain adequate and correct accounts of its funds, properties and business transactions. The accounts shall be open to inspection at any reasonable time by the parties hereto, their accountants or their agents. The Authority shall cause an annual audit to be conducted by an independent certified public accountant licensed by the State of New Mexico. The Authority shall file a copy of said audit with each of the parties.

Within ninety days after the end of each fiscal year, the Authority shall prepare and present to the parties a comprehensive annual report of the Authority's activities and finances during the preceding year.

The Authority shall prepare and present such reports as may be required by law, regulation or contract to any governmental agency.

The Authority shall also render to the parties hereto, at reasonable intervals, such reports and accounting as the parties may from time to time request.

9. TERMINATION OF AGREEMENT

This Agreement shall continue in full force and effect, subject to amendments, until a majority of the parties have terminated their participation in this Agreement pursuant to paragraph 9.2 of this Agreement.

Any party's participation in this Agreement may be terminated by written notice from such party to the Authority at least one hundred eighty (180) days prior to the effective date of the notice; provided, however, that all equipment shall remain in the consolidated communication center facility pursuant to paragraph 6 of this Agreement and no funds shall be refunded to the withdrawing party.

Upon termination of this Agreement by a majority of the parties to this Agreement, the powers granted to the Authority under this Agreement shall continue to the extent necessary to make an effective disposition of the property.

Upon termination of this Agreement by a majority of the parties, the property of the Authority shall be transferred to the County if the County assumes the duties and responsibilities of the Authority. If the County does not assume the duties and responsibilities of the Authority, the real property shall revert to the County pursuant to the terms of the lease and the personal property of the Authority shall be divided by the Board of Directors of the Authority among the member entities remaining at the time of termination in proportion to the percentage of each member's contribution set out in paragraph 7.5 of this Agreement. If a member has withdrawn prior to final termination of this Agreement, prior to calculating the final distribution of personal property, the withdrawn member's percentage of contribution shall be divided among the members remaining at final distribution in proportion to the percentage of each remaining member's contribution set out in paragraph 7.5.

Upon termination of this Agreement, any surplus of money shall be returned to the entities who were parties to this Agreement at the time of termination in proportion to the contributions made.

10. AMENDMENT

This Agreement may be amended by the parties from time to time, but any amendment shall be in writing, executed by all of the then parties thereto, and approved by the Department of Finance and Administration.

11. LIABILITY OF BOARD OF DIRECTORS AND OFFICERS

The members of the Board of Directors and its officers shall not be personally liable for any acts performed or omitted in good faith. The Authority shall purchase insurance for the members of the Board of Directors and the Authority against any suit which may be brought against them. The provisions of paragraph 1.3 apply to the Board of Directors and its officers.

12. SEVERABILITY

If any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been a part hereof.

13. SUPERSEDES ALL PRIOR AGREEMENTS

This Agreement supersedes all prior Joint Powers Agreements for Consolidated Communications between the parties to this Agreement. On the effective date of this Agreement, the Joint Powers Agreement for Consolidated Communications dated _____.

14. EFFECTIVE DATE

This Agreement shall be in full force and effect upon execution of this Amendment by all of the parties and approval by the Department of Finance and Administration of the State of New Mexico.

15. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts which shall be effective as if all signatures were affixed to one original document.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized officers, agents or representatives.

**BOARD OF COUNTY COMMISSIONERS OF
_____ COUNTY, NEW MEXICO**

ATTEST:

County Clerk

By: _____
Chairman

Date: _____

Approved as to form:

Attorney for _____ County

CITY OF _____, NEW MEXICO

ATTEST:

City Clerk

By: _____
Mayor

Date: _____

Approved as to form:

Attorney for City of _____

CITY OF _____, NEW MEXICO

ATTEST:

City Clerk

By: _____
Mayor

Date: _____

Approved as to form:

Attorney for City of _____

CITY OF _____, NEW MEXICO

ATTEST:

City Clerk

By: _____
Mayor

Date: _____

Approved as to form:

Attorney for City of _____

**APPROVED BY THE DEPARTMENT
OF FINANCE AND ADMINISTRATION**

By: _____

(Title)

(Date)

Appendix 7: PSAP JPA Brief Form

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE and ADMINISTRATION (DFA)
JOINT POWERS AGREEMENT (JPA) BRIEF

DFA Office of the Secretary
Bataan Memorial Bldg., Suite 180
Santa Fe, New Mexico 87501
(505) 827-4985

Agencies must complete and transmit this form along with all backup documentation to the DFA.

PRIMARY PARTY: _____
SECONDARY PARTY: _____
OTHER PARTY: _____
CONTACT NAME: _____ PHONE: _____
CONTACT ADDRESS: _____

DOCUMENTS ENCLOSED:	AMOUNT:
<input type="checkbox"/> JPA	Federal Funds \$ _____
<input type="checkbox"/> JPA Amendment	General Fund \$ _____
<input type="checkbox"/> Purchase Document	Other State Funds \$ _____
<input type="checkbox"/> Written Justification	Local Gov. Funds \$ _____
<input type="checkbox"/> Other _____	TOTAL \$ _____

Purpose: _____
Term: _____ From: _____ To: _____

FOR AN AMENDMENT, LIST THE ORIGINAL JPA EXPIRATION DATE:

Statutory Requirements- Agencies must check each blank CERTIFYING to DFA that the JPA:

_____ jointly exercises a power common to the parties (*Transferring funds from one agency to another does not constitute the joint exercise of power.*);
 _____ clearly specifies its purpose;
 _____ establishes the method by which its purpose will be accomplished;
 _____ establishes the manner in which the joint power will exercised;
 _____ provides for strict accountability of all receipts and disbursement;
 _____ addresses disposition, division, distribution and ownership of any property acquired as the result of the joint exercise of power; and
 _____ specifies that any surplus money shall be returned in proportion to the contributions made.

Other Requirements – Agencies must enter Y (Yes), N (No), or N/A (Not Applicable) to each of the following:

_____ Is one original and at least two copies of the JPA or amendment attached? (*DFA will forward copies to the contact.*)
 _____ Does the JPA or amendment have original signatures executed by authorized officers, employees or other representatives empowered to bind their respective entities?
 _____ Are all exhibits referred to in the JPA attached?
 _____ Does the JPA provide for the expenditure or transfer of public funds by a state agency? (*All public money must be budgeted.*)
 _____ Does the JPA provide for the transfer of local, state or federal funds to a state agency? If the answer is yes, cite or attach the legislative authority permitting the receiving state agency to increase its budget from such a transfer.
 _____ If the JPA or amendment start date is prior to the date submitted to DFA or, if the original JPA has expired, is a justification letter requesting retroactive approval attached? (*A detailed, letter explaining the circumstances must be signed by the agency head of one of the parties.*)
 _____ Has the JPA or amendment been reviewed by legal counsel? If yes, state Who _____

Agency Head Signature _____ Title _____

Appendix 8: GIS Equipment & Software Reimbursement Request Form

E-911 Program

GIS Equipment & Software Reimbursement Request Form

Instructions:

1. Requestors must fill out the “Input” section of the request form below, attach all quotes and related training request forms and forward the request to the PSAP Manager supported before anything is purchased.
2. The PSAP Manager must review, approve/disapprove, and sign the request that supports the PSAP. Disapproved requests are non-negotiable and will not be forwarded to the E-911 Program Manager.
3. The PSAP Manager must forward all approved requests including all attachments to their assigned E-911 Program Manager before anything is purchased.
4. Within 5 full working days of receipt, the E-911 Program Manager will process the request as outlined in the PSAP Manager’s Guide (PMG) GIS section for GIS related funding requests. A copy of the signed request will be returned to the PSAP Manager upon pre-approval.
5. After purchase(s) are made, for actual reimbursement to occur, all paid invoices, canceled checks, and evidence of training attendance must be forwarded to the E-911 Program Manager.
6. Once reimbursed, the amount will be deducted from the remaining GIS Discretionary Budget line item in the E-911 Grant.

Notes:

1. All training associated with the equipment & software request must be provided using an E-911 Travel & Training Reimbursement Request Form, which must be completed, signed, and attached to this request form upon submittal to the PSAP Manager.
2. All competitive quotes must be attached.

Field	Info Needed	Input
1.	Requestor’s Name	
2.	Requestor’s Title	
3.	911 Function(s) performed (i.e. MSAG Coordinator, GIS data source for whom, etc.)	
4.	List the names & quantities of the all GIS hardware, software, and licenses being requested (number items from most to least important) Note: For all software licenses, please list whether the license is one-time or a renewal as appropriate.	

Field	Info Needed	Input
5.	For each item listed above, provide a brief description of the item. (Number each item to correspond with the numbering above)	
6.	The requestor must state the purpose of each numbered item and indicate how the item will be used to improve the quality of GIS data to be provided to 911	
7.	Per numbered item being requested, list all associated training(s) if applicable	
8.	Per numbered item being requested, list the selected vendor(s) and corresponding quote number(s) Note: attach all quotes to this request form prior to submission to the PSAP Manager. As applicable, all competitive quotes should also be attached	
9.	What was the logic behind selecting this specific product or item and the selected vendor?	

Requestor Signature

Date

PSAP Manager Signature

Date

E-911 GIS Program Manager Signature

Date

E-911 Program Manager Signature

Date

Sample E-911 Program GIS Equipment & Software Reimbursement Request Form

Field	Info Needed	Sample Input
10.	Requestor's Name	John Q. Public
11.	Requestor's Title	GIS Data Source for Rio Grande County, NM
12.	911 Function(s) performed (i.e. MSAG Coordinator, GIS data source for whom, etc.)	GIS data source for Rio Grande
13.	List the names & quantities of the all GIS hardware, software, and licenses being requested (number items from most to least important) Note: For all software licenses, please list whether the license is one-time or a renewal as appropriate.	1. Qty 1, GPS Data Collect Tool 2. Qty 1, GPS Data Collect Software (media copy) 3. Qty 2, One-Time License for GPS Data Collect software
14.	For each item listed above, provide a brief description of the item. (Number each item to correspond with the numbering above)	1. This tool will be used to collect GPS point data 2. This software is needed to view the collected GPS point data 3. This license is necessary to "unlock" the software upon installation. Qty of 2 is being requested so that we can install the sw on a desktop and a laptop.
15.	The requestor must state the purpose of each numbered item and indicate how the item will be used to improve the quality of GIS data to be provided to 911	1. This tool is needed to collect GPS point data for a new road being built in Rio Grande, NM. The GPS point data will provide accurate road centerlines necessary for the City and County of Rio Grande. 2. The software media will be used to install the software onto an office desktop located in room 101 of the Rio Grande GIS Dept and a field laptop that does not have internet access. 3. One license per install is required for this software
16.	Per numbered item being requested, list all associated training(s) if applicable	The tool comes with a free hardware and software demo DVD and no other training is being requested

Field	Info Needed	Sample Input
17.	<p>Per numbered item being requested, list the selected vendor(s) and corresponding quote number(s)</p> <p>Note: attach all quotes to this request form prior to submission to the PSAP Manager. As applicable, all competitive quotes should also be attached</p>	<p>For all items, VendorX (quote # 129432)</p>
18.	<p>What was the logic behind selecting this specific product or item and the selected vendor?</p>	<p>This <u>product</u> was specifically chosen because of its ease of use. Quotes for similar products are attached that perform the same function, but when the available products were demonstrated, this product met our ease of use needs the best. VendorX is the only provider of the specific product being requested.</p>

Appendix 9: Sample Procuring Agency Agreement (PAA) for GIS Services

Procuring Agency Agreement

Contact One, Inc.

8012 Bee Caves Road,
Suite 200
Austin, Texas 78746
512-459-4636 voice
512-470-0701 fax

Between

County of Rio Grande

1005 Alameda Blvd
Rio Grande, NM, 85555
505-555-5555

Attn: Jerry Merlick
President

Attn: John Doe
PSAP Manager

Contact One, Inc. (Contractor) agrees to provide professional services to the County of Rio Grande and other local bodies served by the Client's Public Safety Answering Point(s) (PSAP) in accordance with this Agreement and the attached Scope of Products and Services and the New Mexico State Price Agreement #10-000-00-00006 ("State Price Agreement"). In the event of a conflict between the New Mexico State Price Agreement and this Agreement, the State Price Agreement shall control.

State Price Agreement: These services are provided under the terms and condition specified in New Mexico State Price Agreement # 10-000-00-00006.

Choice of Law: This Agreement and performance hereunder shall be interpreted in accordance with, and governed by, the laws of the State of New Mexico.

Term: This Agreement becomes effective on the date of last signature and will be coterminous with the term of the New Mexico Statewide Price Agreement #10-000-00-00006 or until canceled by either part upon thirty (30) days written notice. This Agreement and the State Price Agreement shall control all transactions by and between the parties unless and until the parties provide otherwise in a written document signed by both parties. The obligation of Contractor is to provide deliverables specified in this Agreement and in accordance with the State Price Agreement.

Early Termination: The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Agreement. Should the Department of Finance and Administration, Local Government Division (Division), because of insufficient appropriations and authorizations by the Legislature, notify the PSAP and Contractor that payment under this Agreement from the E-911 fund is terminated, the PSAP may terminate this Agreement immediately by providing the Contractor written notice of such termination in accordance with the provisions of this State Price Agreement. The Division's decision as to whether sufficient appropriations are available shall be accepted by the PSAP and Contractor and shall be final. In the event of termination pursuant to this paragraph, the Client's only liability shall be to pay the Contractor for acceptable goods and/or services delivered and accepted prior to the termination date.

Invoicing: *All services requested to be performed by the Contractor for the PSAP or items of tangible personal property to be purchased by the PSAP from the Contractor must have prior approval by the Division in writing. The Division is in no way obligated to the Contractor or the PSAP to pay for services*

or items of tangible personal property that have not received prior written approval by the Division. Contractor will invoice the Division for services performed or the purchase of items of tangible personal property in accordance with the terms of the New Mexico State Price Agreement #10-000-00-00006 on behalf of the PSAP. Compensation shall not exceed the budget approved by the Division as indicated in the Scope of Products and Services, excluding applicable New Mexico Gross Receipts Tax. The PSAP will review for approval, monthly status reports and respond back to Contractor with approval within seven business days.

Confidentiality: Any confidential information provided to the contractor by the agency or, developed by the Contractor based on information provided by the agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency and DFA. Upon termination of this Agreement, Contractor shall deliver all confidential material in its possession to the Procuring Agency within thirty (30) business days of such termination. Contractor acknowledges that failure to deliver such confidential information to the Procuring Agency will result in direct, special and incidental damages.

Assignment: Assignment of this Agreement or monies due or to become due hereunder is only permitted in accordance with the terms of the State Price Agreement.

Data Ownership and Software Licensing are covered by the terms of the State Price Agreement.
Scope of Products and Services

Contractor has been retained by the PSAP to provide in accordance with the terms of the State Price Agreement:

- 1) complete technical, coordination and consulting services to enable the continued support of the statewide mapping services,
- 2) software in support of the statewide mapping services and
- 3) maintenance associated with these activities.

If the PSAP receives prior approval in writing from the Division, the Contractor agrees to:

- Provide monthly invoice and status report on PSAP GIS activities
- As part of the NM 9-1-1 GIS Distribution Process coordinate the scheduling, delivery and tracking of monthly updates of GIS data submitted by the local E-911 data sources
- Provide monthly QA/QC assessment reports on quality of E-911 data back to the PSAP and its data sources; reports should provide feedback on issues with topology, road naming standards and addressing issues.
- Incorporate all changes included in the monthly GIS updates submitted by the local data sources in the statewide, edge-matched dataset and keep track of the transactions applied
- Provide monthly map loads to each PSAP reflecting the updates submitted by the local data sources
- Provide quarterly comparison reports of the exceptions identified between the road centerlines and the Master Street Address Guides (MSAG) for each PSAP area of responsibility; the reports will be distributed to the data sources, PSAPs and DFA
- Integrate updates provided by local participants of other E-911 related datasets (i.e. cell towers and sector layers, community boundaries and, PSAP and ESZ boundaries) to the statewide data layers
- Provide and coordinate a web-based training curriculum for both the technical and non-technical E-911 participants; this will involve incorporation of existing and development of new materials

- Provide for the installation, configuration, training, maintenance and support of the MapSAG software for participating GIS personnel
- Provide consulting resources to assist local government participants who require special projects and/or services
- Provide consulting services if approved in writing by the New Mexico Department of Finance and Administration on behalf of the local government clients
- Provide consultation, support and training as needed to assist local GIS and PSAP personnel with their responsibilities in maintaining physical addressing and related databases

PSA Pricing Summary

Total not to exceed amount Upon Written Prior Approval of PSAP Requested Budget by the Division	\$15,000
---	----------

For Contractor:



Signature

Name: **Jerry Merlick**
 President, Contact One, Inc.

Date: _____ 1/6/2011 _____

For Client:

Signature

Name: _____

Date: _____

Appendix 10: Sample PSAP Annual Report

Sample PSAP Annual Report

Annual Deadline: July 15th

The following sample is provided for PSAPs to reference while filling out the report for their PSAP. Please note that when an annual report is completed once for a given PSAP, the information need only be updated each year and submitted, theoretically making subsequent reports far easier to complete than the first. This may encourage PSAPs who have difficulty completing the initial report.

Section	Sample Input from Rio Grande County
Section 10.6.2.11 D(8)	
PSAP Name	Rio Grande County Emergency Communications Center (RGCECC)
Date of PSAP Report	May 20, 2010
Exact address of the PSAP (No P. O. boxes)	1001 Alameda Ave, Rio Grande, NM, 88888
Number make and model of E911 and Radio Dispatch positions (if a position is used for both call taking and dispatching, list it as such);	10 each Vesta E911 Positions of which 7 have Ericsson radio consoles
Type of equipment to include make and model of:	
Telephone switching equipment	Meridian M-1 PBX
MIS System	Magic
Mapping server	ArcMap/ArcView on HP hardware
Radio System	Ericsson
UPS (for 911 Equipment)	Powerwave9
Back-up Generator	Onan Model 60ENA
Version of E911 operating system software	MS Windows XP
Number and type of dedicated/ switched voice/data circuits;	12 Wireless/9 Wired split across two tandems. Two ALI lines.
Routing central office and PSAP end office;	Albuquerque East Tandem/ Las Cruces Tandem, "Rio Grande" Central Office
Maintenance control center to include name of company, physical address, telephone number, Email address, and your point of contact for E911 equipment and voice logging recorder, if different from E911 equipment maintainer;	E911: Motorola, unknown physical address, (800) 221-7144, al.mcadams@motorola.com, POC: Al McAdams/(575) 202-0835. Voice loggers: Goserco, Inc., 4566 E Inverness, Ave. Suite 20, Mesa, AZ 85206, (800) 285-0108, darrellsmith@goserco.com
PSAP manager or coordinator and alternate: contact names, addresses, phone numbers, and their PSAP Email address;	Director: Mr. PSAP Director, (575) 505-5005, pd@riograndecounty.gov; Operations Manager: Mr. PSAP Operations, (575) 505-5006

Section	Sample Input from Rio Grande County
MSAG coordinator name, address, phone number, and Email address;	Mr. MSAG Coordinator, (575) 505-5007, msag@riograndecounty.gov
GIS representative to include physical address, telephone number, and Email address.	Mr. GIS Representative, (505) 505-5008, gis@riograndecounty.gov
Type and manufacturer of CAD system, if any, and type and manufacturer of voice logging recorder;	Printrak CAD system and Verint/Mercom recorders
Section 10.6.2.11 D(9)	
Each PSAP Shall Maintain at least one 10-digit administrative number. This number shall also be used to receive incoming emergency calls transferred to the PSAP by other PSAPs for certain alternate and default routing arrangements. The preferred way to transfer an emergency call is via one-button transfer via 911 trunk, but the above method can be used for PSAPs that do not have one-button transfers the above mentioned PSAP.	
Number	(575) 505-5009
Section 10.6.2.11 D(14)	
The PSAP shall maintain a list of fixed and auto-dial transfer features.	
Fixed transfers:	Fixed transfers built into Vesta E911 system
Auto-dial transfers	Auto-dials are built into the Vesta E911 system
Section 10.6.2.11 D(18)	
Special circumstances.	
(a) In accordance with ADA each PSAP shall establish procedures to handle calls from speech and hearing impaired individuals. <u>Include a copy of your procedures.</u>	See attachment titled "ADA Call Procedures for Rio Grande County"
(b) PSAPs shall develop procedures for handling unanswered or silent 911 calls. <u>Include a copy of your procedures.</u>	See attachment titled "Unanswered or Silent Call Procedures for Rio Grande County"
Miscellaneous Section	
List the PSAP insurance provider name, POC, and policy numbers as proof of hazard and liability insurance for the PSAP facility	NMAC, John Deere, Policy XYZ123
List any back-up PSAP(s) and attach any MOU(s) documenting agreement(s)	Rio Nino PD See attached "Back-up PSAP Agreement for RGCECC"