

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: CJO

TODAY'S DATE: 06/16/2021

DEPARTMENT: CJO

SIGNATURE OF DEPARTMENT HEAD: _____

REQUESTED AGENDA DATE: June 28, 2021

SPECIFIC AGENDA WORDING:

Consideration of Interlocal Agreement Between the North Central Texas
Emergency Communications District and Johnson County for Regional 9-1-1
Service

COMMISSIONERS COURT

JUN 28 2021

Approved

PERSON(S) TO PRESENT ITEM:

County Judge Roger Harmon

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5 min

(Anticipated number of minutes needed to discuss item)

ACTION ITEM: ✓

WORKSHOP:

CONSENT:

EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY: ✓

AUDITOR:

PERSONNEL:

BUDGET COORDINATOR:

IT DEPARTMENT: ✓

PURCHASING DEPARTMENT: ✓

PUBLIC WORKS:

OTHER: ✓

This Section to be completed by County Judge's Office

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE:

COURT MEMBER APPROVAL:

DATE:



**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT AND
Johnson County
FOR REGIONAL 9-1-1 SERVICE**

Section 1: Parties and Purpose

- 1.1. The North Central Texas Emergency Communications District (hereinafter "NCT9-1-1") is a regional emergency communications district and a political subdivision of the State of Texas organized under the Texas Health and Safety Code, Subchapter H, Chapter 772, as amended. NCT9-1-1 develops an annual budget to operate and maintain 9-1-1 service within the district.
- 1.2. Johnson County (hereinafter "Public Agency") is a local government that operates a Public Safety Answering Point ("PSAP") that participates in NCT9-1-1 as authorized by Texas Health and Safety Code Chapter 772.
- 1.3. This Interlocal Agreement is entered into between NCT9-1-1 and Public Agency pursuant to Texas Government Code Chapter 791 so that NCT9-1-1 can operate and maintain the systems utilized for the provision of 9-1-1 emergency communications services. For purposes of carrying out NCT9-1-1's duties and obligations under this agreement, the parties understand and agree that references to NCT9-1-1 includes its employees, officers, directors, volunteers, agents (including North Central Texas Council of Governments, hereinafter "NCTCOG"), and their representatives individually, officially, and collectively.

Section 2: Rights and Duties of the Public Agency

The Public Agency will:

2.1 Financial/Insurance

- 2.1.1. Return or reimburse NCT9-1-1 any 9-1-1 funds used in noncompliance with applicable laws and/or rules within 60 days after the discovery of noncompliance and notice to the Public Agency of such noncompliance, unless an alternative repayment plan is approved, in writing, by both parties.
- 2.1.2. (May be required to) reimburse NCT9-1-1 for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by Public Agency employees or other persons granted access to the PSAP, as well as acts of force majeure. This provision does not include ordinary wear and tear or day-to-day use of the equipment.
- 2.1.3. Maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to Public Agency and all 9-1-1 funds spent by such Public Agency for 9-1-1 service, with specific detail for 9-1-1 funds received.
- 2.1.4. Purchase and maintain adequate insurance policies on all 9-1-1 equipment in amounts enough to provide for the full replacement of such equipment in cases of loss due to anything other than daily use and normal wear and tear. Public Agency shall name NCT9-1-1 and NCTCOG, including their representatives and agents,

as an additional insured or equivalent under the Public Agency's general liability insurance policy or membership agreement in any governmental risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that NCT9-1-1 and/or NCTCOG may seek coverage upon demand by NCT9-1-1 and/or NCTCOG in the event of a covered claim. Public Agency shall provide proof of coverage at the request of NCT9-1-1.

2.2. Equipment and Inventory

2.2.1 Report any lost, stolen, or nonfunctioning equipment in writing to NCT9-1-1 immediately upon discovery.

2.2.2 Notify NCT9-1-1 in writing 30 days in advance of disposition of equipment due to obsolescence, failure, or other planned replacement.

2.3. Security

2.3.1. To obtain login credentials for NCT9-1-1 equipment, PSAPs are required to adhere to the Texas CJIS Systems Access Policy (Attachment A).

2.3.2. Protect all NCT9-1-1 provided equipment by implementing measures that secure the premises (including equipment room) of its PSAP against unauthorized entrance or use.

2.3.3. Operate within local standard operating procedures and take appropriate security measures as may be necessary to ensure that non-approved third-party software applications cannot be integrated into the PSAP's Call Handling Equipment (CHE) or workstations.

2.3.4. Refrain from touching or relocating NCT9-1-1 equipment within the rack/cabinet without written consent from NCT9-1-1.

2.3.5. Refrain from attaching or integrating any hardware device (i.e. external storage devices and cell phones to USB for charging purposes) or software application without prior written approval of NCT9-1-1. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by NCT9-1-1.

2.3.6. Adhere to Health and Safety Code, Section 772.002(C), Confidentiality of Information.

2.3.7. Ensure each person who is authorized to receive, store, process, and/or transmit CHE information has a unique identification login and be logged into such equipment identifying their legitimacy for use.

2.4. Maintenance

2.4.1. Ensure areas where NCT9-1-1 equipment is installed are clean and allows for unobstructed access by the NCT9-1-1 Technology Team.

2.4.2. (Whenever possible) Provide at least a two-week notice in writing to NCT9-1-1's Technology Team regarding any maintenance that could adversely affect 9-1-1 operations.

2.4.3. Provide at least a 48-hour notice in writing to NCT9-1-1's Technology Team prior to work commencing on any scheduled maintenance on commercial power backup generators.

2.4.4. Notify NCT9-1-1's Technology Team immediately of any power or generator outages greater than 15 minutes. If the outage affects the 9-1-1 system, trouble reporting procedures should be followed.

2.4.5. Notify NCT9-1-1's Technology Team of technical issues immediately upon discovery. The Public Agency will utilize one of the following methods:

- a. Via telephone by calling (888) 311-3911
- b. Via email to Support@NCT911.org
- c. Via the Trouble Ticket System (accessed by Self-Service Center located on the browser tabs)
- d. Via the website at <https://SSC.NCT911.org> (only works with issued credentials)

2.4.6. (Strongly recommend) Complete at minimum one preventive maintenance (PM) on generators, one automatic transfer switch (ATS), and one generator and load test per year. Report generator maintenance to NCT9-1-1. Test generators at least monthly to ensure that all NCT9-1-1 equipment remains functional.

2.5. Training

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

2.5.2 Ensure that 9-1-1 PSAP Supervisors/Managers (or designee) attend the PSAP Supervisors' Meeting. NCT9-1-1 offers at least three PSAP Supervisors' meetings per year and a minimum attendance of two meetings per year is required for each PSAP.

2.5.3 Ensure PSAP Telecommunicators, Training Coordinators, Supervisors/Managers, and other essential personnel identified by the Supervisor/Manager attend mandatory training associated with the implementation of new technology. This training is generally scheduled for specific dates and times. Make up sessions can be scheduled if PSAP scheduling does not allow personnel to attend their designated time slot.

2.5.4 May request the use of training facilities by sending an email to 911OpsTeam@NCT911.org specifying the date of request, time of request and type of resources needed.

2.5.5 Ensure that all telecommunicators attend a 9-1-1 equipment and technology training refresher course every two years.

2.6. Facilities

2.6.1. Meet prescribed equipment room requirements (Attachment B). Any expenses associated with this requirement are the responsibility of the Public Agency.

2.6.2. Ensure areas with 9-1-1 equipment maintain a temperature between 65-85 degrees Fahrenheit.

2.6.3. Ensure area around NCT9-1-1 equipment remains clean. Do not stack equipment or store items on top of NCT9-1-1 equipment.

2.6.4. Ensure 9-1-1 equipment room and communications area complies with the Americans with Disabilities Act of 1990.

2.6.5. Provide access to NCT9-1-1 staff and contracted vendors that meet CJIS requirements on a 24/7/365 basis without prior notice.

2.7. Supplies

- 2.7.1. Purchase supplies such as printer paper, printer ink, cleaning materials, and other expendable items necessary for the continuous operations of its PSAPs.

2.8. Monitoring/Reporting/Compliance

- 2.8.1. Maintain financial, statistical, and ANI/ALI records adequate to document performance, costs, and receipts under this contract in accordance with applicable records retention schedules. Public Agency agrees to maintain these records at Public Agency's offices and provide or make available for inspection upon request by NCT9-1-1.
- 2.8.2. Provide NCT9-1-1 staff access to all 9-1-1 equipment located in the equipment room and the 9-1-1 communications area within fifteen (15) minutes of access being requested.
- 2.8.3. Participate in quarterly monitoring PSAP site visits conducted by NCT9-1-1. Site visits are unannounced due to staff's continuous travel throughout the 9-1-1 service area and to ensure compliance with this document.

2.9. Media Relations

- 2.9.1. Make every effort to communicate complete and accurate information in social media posts and/or interaction with the media, specifically as it relates to NCT9-1-1. Public Agency should first coordinate with NCT9-1-1 before making comments on social media and/or speaking to the media regarding 9-1-1 technology and service or issues with the 9-1-1 service providers.
- 2.9.2. Not disclose PSAP correspondence that NCT9-1-1 has clearly noted as proprietary or confidential, unless required to do so by law.
- 2.9.3. Refer media directly to NCT9-1-1 for discussions related to NCT9-1-1 technology and other NCT9-1-1 service or program specific questions.

2.10. Operations

- 2.10.1. Sign the contingent PSAP agreement provided by NCT9-1-1 and provide at NCT9-1-1's request. Changes to contingent PSAPs must be approved by NCT9-1-1.
- 2.10.2. Receive and process 9-1-1 calls within an identified service area, defined as the geographic area within which a 9-1-1 placed is answered at the associated PSAP. As part of the contingency plan, if a PSAP requests another PSAP to receive their 9-1-1 calls, NCT9-1-1 requires an official notification on department letterhead from both the requesting and participating PSAP indicating the agreement to handle 9-1-1 calls during an established time period. The official notification must be signed by both PSAP's administration (i.e. police chief or sheriff). This does not apply to ad-hoc routing.
- 2.10.3. Delegate PSAP supervisory personnel or a designee and provide related contact information (to include after hour contact information) as a single point of contact for NCT9-1-1. A PSAP's primary point of contact or designee must be a licensed public safety official (i.e. police, fire, EMS, or 9-1-1 communications).

- 2.10.4. Provide a minimum of 180 days' prior notice of any facility moves, adds, or changes that affect the 9-1-1 system.
- 2.10.5. Test all 9-1-1 CHE for proper operation and user familiarity at least once per week, including tests for wireless calls, wireline calls, texts to 9-1-1 (if applicable), TDD, and TTYs (i.e. 9-1-1 transfers to 10-digit telephone number).
- 2.10.6. NCT9-1-1 recommends power cycles (reboot not shutdown) each 9-1-1 position at least once week.
- 2.10.7. (If applicable) Test Text-to-911 with a minimum of 10 text tests per PSAP per month.
- 2.10.8. NCT9-1-1 recommends logging all TDD/TTY calls and test calls.
- 2.10.9. Complete surveys distributed by NCT9-1-1 in a timely manner.
- 2.10.10. Ensure training bulletins and change management notifications provided by NCT9-1-1 are disseminated to all PSAP personnel.
- 2.10.11. Admin lines supplied by NCT9-1-1 are to be used solely for ANI callback and should not be disseminated.
- 2.10.12. In the event of a service provider failure, must maintain at least one 10-digit telephone number for emergency use that is not part of the Public Agency's interactive voice response (IVR) systems to be used for receiving 9-1-1 transfer calls and default routing. These numbers shall be answered by a telecommunicator 24/7/365 and should have the ability to be call forwarded. Any change in the 10-digit telephone number must be reported to NCT9-1-1 in writing. The number shall be provided to the public during 9-1-1 service interruptions (via notification system, website, social media and/or emergency management).
- 2.10.13. In the event of a CHE failure, NCT9-1-1 strongly recommends that the 10-digit telephone number for emergency use should not appear on the 9-1-1 CHE as it could become unusable during CHE maintenance or service interruptions. If the 10-digit telephone line is integrated with the 9-1-1 CHE, a contingency plan identifying the back-up solution for the 10-digit telephone number for emergency use and any other integrated 10-digit administrative telephone lines should be maintained. If a contingency plan is not provided to NCT9-1-1 within 30 days of contract execution, NCT9-1-1 reserves the right to remove the administrative phone lines from the 9-1-1 equipment.
- 2.10.14. Notify NCT9-1-1 in writing at least 90 days prior to changing emergency services providers including medical, law enforcement, and fire.
- 2.10.15. Submit a signed Manual ALI Request form (Attachment C) to NCT9-1-1 annually and agree to use ALI lookup feature only in the handling and processing of an emergency telephone call.
- 2.10.16. Public Agency utilizing Text to 9-1-1 services must complete Text to 9-1-1 Service Agreement (Attachment D).
- 2.10.17. Have an emergency plan for 9-1-1 communications that includes, at a minimum,
 - a. Emergency generator information and how to operate said generator.
 - b. Documented procedures for the transfer of administrative lines when the call center is evacuated.

- 2.10.18. Comply with NCT9-1-1 policy and procedures for PSAP moves and changes.
- 2.10.19. Report discrepancies to NCT9-1-1 utilizing the tools in the dispatch mapping solution within 72 hours.
- 2.10.20. Ensure that all telecommunicators log into the 9-1-1 software at the beginning of his/her shift and logs out at the end of his/her shift.
- 2.10.21. In accordance with Texas Health and Safety Code 772.619 (c), the 9-1-1 database information is not available for public inspection and cannot be released to the public. If a Public Information Act request specified 9-1-1 database information, NCT9-1-1 must be notified within three (3) business days of the Public Agency receiving the request.
- 2.10.22. In accordance with Texas Health and Safety Code 771.061, do not disseminate data specific to the caller including ALL subscriber information other than during the active incident.
- 2.10.23. Be responsible for all furniture, administrative telephones, copier machines, and administrative desktop computers located within the Public Agency's operating area.
- 2.10.24. Work with the electrical transmission company to be designated as a critical load public safety/critical load industrial designation per PUC Rule 25.497. This is for the protection of the PSAP from voluntary rolling electrical outages.

2.11. Implementations

- 2.11.1. Request to reschedule a planned implementation as soon as possible should an unforeseen event occur that could inhibit the PSAP's operations if the implementation were to continue as planned.
- 2.11.2. Assign a contact to complete implementation checklists with NCT9-1-1. This allows the PSAP and NCT9-1-1 to test the product and serves as a refresher training.
- 2.11.3. Report problems to NCT9-1-1 as soon as they occur. This allows NCT9-1-1 to fix the problem quickly and confirm errors are remedied prior to completing implementations with additional PSAPs.

Section 3: Rights and Duties of NCT9-1-1

NCT9-1-1 will:

3.1. Financial

- 3.1.1. Develop a budget and strategic plan to meet Public Agency needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established and approved by the NCT9-1-1 Board of Managers.
- 3.1.2. Provide 9-1-1 service to include 9-1-1 equipment, software, services, and other items described in the current NCT9-1-1 Strategic Plan, throughout the region as funded by emergency services fees.
- 3.1.3. Maintain accurate fiscal records and supporting documentation of all 9-1-1 activities including specific details of funds distributed to Public Agency.

3.2. Equipment and Inventory

- 3.2.1. Allow Public Agency the opportunity to participate in the planning, implementation, and operation of 9-1-1 equipment.
- 3.2.2. Conduct a physical inventory of critical hardware annually and reconcile inventory periodically.

3.3. Training

- 3.3.1. Ensure telecommunicators have access to the NCT9-1-1 Training webpage.
- 3.3.2. Offer CHE training to all new telecommunicators and refresher training every two years.
- 3.3.3. Offer licensing training through the Regional Telecommunicator Academy that meets or exceeds Texas Commission on Law Enforcement (TCOLE) rules and regulations.
- 3.3.4. Offer continuing education training for Intermediate, Advanced, and Master Telecommunicator Certification as budget allows.

3.4. Maintenance

- 3.4.1. Practice preventative maintenance on all NCT9-1-1 owned or leased CHE, software, and databases including, at a minimum, backing up data as necessary. NCT9-1-1 shall be responsible for any maintenance costs on NCT9-1-1 owned or leased equipment.

3.5. Operations

- 3.5.1. Register as an alerting authority through the Texas Department of Emergency Management and Federal Emergency Management Agency. NCT9-1-1 uses an approved Integrated Public Alert and Warning System (IPAWS) to alert the 9-1-1 service area of 9-1-1 service interruptions and other critical updates.
- 3.5.2. Inspect contingent PSAP agreements periodically.
- 3.5.3. Implement upgrades of its PSAP equipment and software, as authorized in the current annual budget, through the appropriate NCT9-1-1 processes for the purchase of new equipment and software.

3.6. Geographic Information Systems (GIS) / Data

- 3.6.1. Share public-safety specific spatial data layers via the dispatch mapping environment that do not contain health-related information or any information that is protected under HIPAA. Above and beyond the required spatial data layers, NCT9-1-1 will coordinate with the respective 9-1-1 Addressing Authorities and relevant NCT9-1-1 committees to share approved data layers that will be of benefit to public safety.

3.7. Crisis Communications

- 3.7.1. NCT9-1-1 will make every effort to communicate complete and accurate information to the Public Agency in a timely manner about 9-1-1 technology and services during 9-1-1 service interruptions.

3.7.2.NCT9-1-1 will post updates on its websites and social media sites. NCT9-1-1 recommends the Public Agency use the wording provided through those avenues when providing updates to the public.

Section 4: Effective Date and Term of Agreement

4.1. This Agreement shall take effect October 1, 2021 and shall continue until September 30, 2023, unless earlier terminated under 8.1 Early Termination of Contract.

Section 5: Ownership, Transference and Disposition of Equipment

5.1. NCT9-1-1 may purchase, lease, or otherwise procure, on Public Agency's behalf, the 9-1-1 equipment, software, services, and other items as described in the NCT9-1-1 Strategic Plan.

5.2. NCT9-1-1 shall establish ownership of all 9-1-1 equipment procured with 9-1-1 funds as defined herein and located within the Public Agency's jurisdiction. NCT9-1-1 may maintain ownership, or it may transfer ownership to Public Agency. Before any such transfer of ownership, NCT9-1-1 will evaluate the adequacy of controls of Public Agency to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the ancillary equipment may or may not be procured by NCT9-1-1 on behalf of Public Agency, according to NCT9-1-1's Strategic Plan.

5.3. The basic equipment categories are:

- Call Handling Equipment (CHE) – telephone equipment located at the PSAPs which may include telephones, integrated workstations, servers, ANI controllers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery to the PSAP
- Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
- Uninterruptible Power Supply (UPS)

5.4. Transfer-of-ownership documents shall be prepared by NCT9-1-1 and signed by both parties upon transference of ownership of any 9-1-1 provided equipment. NCT9-1-1 shall maintain ownership of 9-1-1 CHE.

Section 6: Relationship between the Parties, Assignment, and Subcontracting

6.1. It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties.

6.2. This Agreement may not be assigned to either Party without the prior written consent of the other Party. An attempted assignment in violation of this agreement is void.

6.3. Public Agency may not subcontract its duties under this Agreement without the prior written consent of NCT9-1-1. Any subcontract shall be subject to all terms and conditions contained in this Agreement and Public Agency agrees to furnish a copy of this Agreement to its subcontractor(s).

Section 7: Records and Monitoring

7.1. NCT9-1-1 is entitled to inspect and copy, on a 24/7/365 basis, at Public Agency's office, the records maintained under this Agreement for as long as they are maintained.

7.2. NCT9-1-1 is entitled to visit Public Agency's offices, talk to its personnel, and audit its applicable 9-1-1 records during normal business hours to assist in evaluating its performance under the Agreement.

Section 8: Early Termination of Contract

8.1 NCT9-1-1 reserves the right to terminate this Agreement in whole or in part upon default by Public Agency. Notice of termination shall be provided to Public Agency in writing, shall set forth the reason(s) for termination, and provide for a minimum of thirty (30) days to cure the defect(s). Termination is effective only in the event Public Agency fails to cure the defect(s) within the period stated in the notice subject to any written extensions. If the Agreement is terminated, Public Agency shall cooperate with NCT9-1-1 to ensure an orderly transition of services. Further, all equipment shall be returned to NCT9-1-1 in working condition and NCT9-1-1 shall only be liable for payment for services rendered before the effective date of termination. Either Party may terminate this Agreement for convenience upon 180 days written notice to the other Party. Certain reporting requirements in the Agreement shall survive termination.

Section 9: Notice to Parties

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

- Delivered to the party personally;
- On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address as specified in paragraph 9.2 and signed on behalf of the party; or
- Three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 9.2.

9.2. Notices shall be sent to the following address for each party:

If to NCT9-1-1: PO Box 5888
Arlington, Texas 76005
Attn: Mike Eastland

If to Public Agency: 2 N. Main Room 120
Cleburne Texas 76033

Public Agency Attn. to

Section 10: General Provisions

10.1. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.

10.2. **Liability.** The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence, and deeds; and for those of its agents, contractors, officers and employees in conjunction with each Party's performance under this Agreement.

10.3. **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages, or expenses were reasonably foreseeable.

- 10.4. Procurement.** Both parties agree to comply with all applicable federal, State and local laws, rules and regulations for purchases under this Agreement. Failure to do so may result in ineligibility and denial of reimbursement by NCT9-1-1.
- 10.5. Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that if either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay. The period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each Party must inform the other in writing within reasonable time the existence of such force majeure.
- 10.6. Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitute the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof.
- 10.7. Availability of Funding.** Public Agency acknowledges that NCT9-1-1's sole source of funding for this Agreement is the 9-1-1 fees collected by service providers and remitted to NCT9-1-1. If fees sufficient to pay Public Agency under this contract are not paid to NCT9-1-1, the suspension of services will be effective 10 calendar days after Public Agency's receipt of notice. Upon suspension of payment, Public Agency's obligations under this contract are also suspended until NCT9-1-1 resumes receipt of funding.
- 10.8. Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. In the event of such occurrence, written notice of alterations, additions, or deletions to the terms of this Agreement will be provided to Public Agency.
- 10.9. Nondiscrimination and Equal Opportunity.** Public Agency shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.
- 10.10. Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including but not limited to sovereign and governmental immunity.
- 10.11. Attorney Fees.** If any action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief which that party is entitled.
- 10.12. Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation or any other local dispute mediation process before resorting to litigation.

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

Johnson County	NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT
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By: <small>DocuSigned by:</small> <i>Roger Harmon</i>	By: <small>DocuSigned by:</small> <i>Mike Eastland</i>
Name: Roger Harmon	Name: MIKE Eastland
Title: County Judge	Title: Executive Director
Date: 6/28/2021	Date: 6/28/2021

Date of governing body approval: June 28, 2021

Attachments:

- Attachment A: Texas CJIS Systems Access Policy**
- Attachment B: Equipment Room and Electrical Requirements**
- Attachment C: Manual ALI Request Form**
- Attachment D: Text to 9-1-1 Service Agreement**

**Attachment A
Texas CJIS Systems Access Policy**

TEXAS CJIS SYSTEMS ACCESS POLICY

**APPLICANT'S, EMPLOYEE'S, AND CONTRACTOR'S
CRIMINAL HISTORY RECORD INFORMATION**

<u>ORIGINAL APPLICATION FOR ACCESS</u>	<u>PERSON WHO ALREADY HAS ACCESS</u>
FELONY CONVICTION Permanent Disqualifier	Permanent Revocation of Access
FELONY DEFERRED ADJUDICATION Permanent Disqualifier	Suspension of Access for 20 years
CLASS A MISDEMEANOR CONVICTION Permanent Disqualifier	Suspension of Access for 10 years
CLASS A MISDEMEANOR DEFERRED ADJUDICATION Permanent Disqualifier	Suspension of Access for term of deferral
CLASS B MISDEMEANOR CONVICTION Disqualifier for 10 years	Suspension of Access for 10 years
CLASS B MISDEMEANOR DEFERRED ADJUDICATION Disqualifier for 10 years	Suspension of Access for term of deferral
OPEN ARREST FOR ANY CRIMINAL OFFENSE (FELONY OR MISDEMEANOR) Disqualifier until disposition	Maintain Access pending court disposition
FAMILY VIOLENCE CONVICTION OR DEFERRED ADJUDICATION Permanent Disqualifier	Permanent revocation of Access

This System Access Policy applies to commissioned peace officers, terminal operators and others with network access to CJI systems, as well as, an employee who may have access to an area where this information is received, maintained or stored either manually or electronically if having access is not part of their job. (i.e. custodian, maintenance). Agencies are required to adjudicate applicants to the policy every time an individual/contractor is to be employed/contracted by an agency. Agencies should not assume an individual that had access at one Agency will automatically have access at the new Agency.

Both Class A and Class B convictions/deferred adjudications can receive an agency sponsored waiver after 5 years from final disposition. If approved, agency sponsored waivers are only valid at that agency and cannot transfer with the individual.

Waivers submitted where the individual has multiple convictions/deferred adjudications for class A misdemeanors or above will NOT be considered unless the individual holds an active valid license from the Texas Commission on Law Enforcement (TCOLE). The Department will not revoke a peace officer's access as long as the TCOLE license remains valid and active regardless of any criminal history background.

Offenses that were committed while the individual was a juvenile will receive the same consideration and will be held to the same standard as adult offenses.

Deferred Adjudications where the subject's conviction has been set aside resulting in the proceedings being dismissed and the individual discharged are not considered a permanent disqualifier. The criminal history will display a disposition coding of PROCEED DISM/DEF DISCHARGED. Please note a subject being solely discharged from deferred adjudication is a permanent disqualifier.

Revised 12/18/2019



Attachment B Equipment Room and Electrical Requirements

Equipment:

- There should be enough space to remove equipment from the equipment room in the event of an upgrade or replacement of faulty equipment ie. removal of the Uninterruptible Power Supply (UPS) battery system, or large rack mounted servers.
- Do not attach any equipment that is not provided by NCT9-1-1 into rack being utilized for 9-1-1 call delivery. Equipment racks should remain segregated to allow NCT9-1-1 the ability to add/remove/change any of their equipment when necessary.
- Do not stack anything on or around NCT9-1-1 equipment or UPS, UPS bypass switch, or electrical distribution panel.
- There should be elevator access to the equipment room, or 9-1-1 demarcation closet located upstairs.

Fire Protection:

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

Security Precautions:

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

Temperature and Humidity Control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 65 to 85 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the 9-1-1 equipment.
- For estimates on BTU output of the equipment, please consult with onsite installation personnel.

Static Electricity:

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

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

Lighting:

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

Grounding:

- A single point, isolated ground is required unless superseded by local code. The source should be XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.

- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous with no splices or junctions.
- Conductors must be no load, non-current carrying.

Electrical:

- Voltage required is 208/120 V three phase; four wire "wye" service of 240/120 single phase 4 wire "delta" service.
- A dedicated transformer is preferred; however, a shared transformer or distribution is acceptable.
- IGL6-15, 20 or 30 receptacles are required, and the ground must terminate the IG buss.
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.
- NCT9-1-1 equipment should be plugged into independent circuits, and segregated from other non-9-1-1 equipment, such as floor heaters, radio equipment, etc. This will ensure that a failure of non-9-1-1 equipment will not adversely affect the performance of 9-1-1 CHE.



Attachment C
Manual ALI Request Form

For reference only. To be sent as a separate agreement to Chief/Sheriff and Communications Manager/Supervisor.

Updated: June 6, 2019

PSAP Name: _____

Date: ____/____/____

This letter is to request that the "Manual ALI Query" feature be enabled at _____.
(PSAP NAME)

The 9-1-1 call handling equipment (CHE) provided by NCT9-1-1 has been configured to allow manual queries and is compatible with the manual ALI query protocol of NCT9-1-1. MANUAL ALI QUERY SERVICES WILL ONLY BE USED IN THE HANDLING OF EMERGENCY CALLS. All manual ALI queries must also be documented using the reason feature.

This PSAP and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this feature may be provided.

The NCT9-1-1 operations staff has access to a statistical report of Manual ALI Query per PSAP. Misuse of the proprietary ALI information may be cause for the termination of this feature for the PSAP.

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:

Chief / Sheriff

Date

Communications Supervisor / Manager

Date



**Attachment D
Text to 9-1-1 Service Agreement**

For reference only. To be sent as a separate agreement to Chief/Sheriff and Communications Manager/Supervisor and signed only by those with Text to 9-1-1.

North Central Texas Emergency Communications District
Regional 9-1-1 Program
Text to 9-1-1 Service Agreement

Updated: June 6, 2019

PSAP Name: _____

Date: ____/____/____

The 9-1-1 call handling equipment (CHE) provided by NCT9-1-1 has been configured to allow Text to 9-1-1 service. The PSAP is required to conduct at least ten (10) test requests for help via text per month.

NCT9-1-1 shall provide training, best practice and implementation of this service. NCT9-1-1 shall also assist testing and public education when requested.

The PSAP has been advised that this is an interim solution with limitations and feature will evolve as the service does.

This PSAP and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this service provided.

North Central Texas Emergency Communications District
PO Box 5888
Arlington, Texas 76005-5888

or
Email: 911Projects@NCT911.org , Subject: Text to 9-1-1 Service Agreement

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:

Chief / Sheriff

Date

Communications Supervisor / Manager

Date