



**AGENDA PLACEMENT FORM**

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: \_\_\_\_\_

COMMISSIONERS COURT

Meeting Date: 7/24/2023

JUL 24 2023

Submitted By: \_\_\_\_\_

Department/Office: CJO

**Approved**

Signature of Director/Official: \_\_\_\_\_

**Agenda Title:**

Consideration of NCT9-1-1 Interlocal Agreement between the North Central  
Texas Emergency Communications District and Johnson County, Texas for  
Regional 9-1-1 Service

**Public Description** (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(May attach additional sheets if necessary)

**Person to Present:** Judge Boedeker

(Presenter must be present for the item unless the item is on the Consent Agenda)

**Supporting Documentation:** (check one) PUBLIC  CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

**Estimated Length of Presentation:** \_\_\_\_\_ minutes

**Session Requested:** Action (Action Item, Workshop, Consent, Executive)

**Check All Departments That Have Been Notified:**

County Attorney  IT  Purchasing  Auditor

Personnel  Public Works  Facilities Management

Other Department/Official (list) Sheriff This is a Docu-Sign Agreement \_\_\_\_\_

**Please Inter-Office All Original Documents to County Judge’s Office Prior to Deadline  
& List All External Persons Who Need a Copy of Signed Documents  
In Your Submission Email**



**INTERLOCAL AGREEMENT BETWEEN THE  
NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT AND  
Johnson County**  

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**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 an Emergency Communications Center ("ECC") 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 ECC, 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, ECCs 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 ECC 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 ECC'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. Have a commercial power backup generator in order to maintain the building housing your ECC and in order to maintain 9-1-1 availability. NCT9-1-1 provides Uninterruptable Power Supply (UPS) unless declined by the ECC.



- 2.4.4. 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.
- 2.4.5. 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.
- 2.4.6. 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](mailto: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)
- 2.4.7. Complete at minimum one preventive maintenance (PM) on generators and automatic transfer switch (ATS), and one generator and full load test per year. Test generators at least monthly to ensure that all NCT9-1-1 equipment remains functional. Report generator maintenance by providing maintenance logs to NCT9-1-1 within 30 days.
- 2.4.8. Maintain 24/7/365 availability for NCT9-1-1 staff to perform maintenance or NCT9-1-1 related business.

## 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 ECC Supervisors/Managers (or designee) attend the ECC Supervisors' Meeting. NCT9-1-1 offers at least three ECC Supervisors' meetings per year and a minimum attendance of two meetings per year is required for each ECC.
- 2.5.3 Ensure ECC 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 ECC 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](mailto: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.
- 2.6.6. Maintain facilities in a manner to ensure that equipment remains in functioning order. This includes, but is not limited to, HVAC and rodent extermination. The ECC is responsible for the cost of replacement should the equipment become non-functioning due to ECC's negligence.

## **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 ECCs.

## **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 ECC 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 ECC 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 ECC agreement provided by NCT9-1-1 and provide at NCT9-1-1's request. Changes to contingent ECCs 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 ECC. As part of the contingency plan, if a ECC requests another ECC to receive their 9-1-1 calls, NCT9-1-1 requires an official notification on department letterhead from both the requesting and participating ECC indicating the agreement to handle 9-1-1 calls during an established time period. The official notification must be signed by both ECC's administration (i.e. police chief or sheriff). This does not apply to ad-hoc routing.
- 2.10.3. Delegate ECC 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 ECC'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. If no calls have been received by the end of the current shift, test all 9-1-1 CHE for proper operation of wireless and wireline calls. Test the following for proper operation and user familiarity at least once a month: 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. NCT9-1-1 recommends logging all TDD/TTY calls and test calls.
- 2.10.8. Complete surveys distributed by NCT9-1-1 in a timely manner.
- 2.10.9. Ensure training bulletins and change management notifications provided by NCT9-1-1 are disseminated to all ECC personnel.
- 2.10.10. Admin lines supplied by NCT9-1-1 are to be used solely for ANI callback and should not be disseminated.
- 2.10.11. 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).
- 2.10.12. 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.

- 2.10.13. Notify NCT9-1-1 in writing at least 90 days prior to changing emergency services providers including medical, law enforcement, and fire.
- 2.10.14. 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.
- 2.10.15. 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.
- 2.10.16. Comply with NCT9-1-1 policy and procedures for ECC moves and changes.
- 2.10.17. Report discrepancies to NCT9-1-1 utilizing the tools in the dispatch mapping solution within 72 hours.
- 2.10.18. 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.
- 2.10.19. Ensure that all telecommunicators refrain from sharing log in information with others.
- 2.10.20. 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.
- 2.10.21. In accordance with Texas Health and Safety Code 771.061, do not disseminate data specific to the caller including ALI subscriber information other than during the active incident.
- 2.10.22. Be responsible for all furniture, administrative telephones, copier machines, and administrative desktop computers located within the Public Agency's operating area.
- 2.10.23. Work with the electrical transmission company to be designated as a critical load public safety/critical load industrial designation per PUC Rule 25.497. Submit application annually to maintain designation. This is for the protection of the ECC from rolling electrical service interruption. Please be aware that this designation does not guarantee an uninterrupted, regular, or continuous power supply. If electricity is a necessity, you must make other arrangements for on-site back-up capabilities or other alternatives in the event of loss of electric service.
- 2.10.24. Language translation services provided by NCT9-1-1 are only to be utilized for emergency call handling purposes.
- 2.10.25. Provide incident information related to a 9-1-1 request for service, in any format, in order for NCT9-1-1 to better analyze call data in accordance with 9-1-1 industry standards.

## **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 ECC'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 ECC 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 ECCs.

### **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.
- 3.4.2. Provide 24/7/365 technical support to the ECCs.



### **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 ECC agreements periodically.
- 3.5.3. Implement upgrades of its ECC 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, 2023, and shall continue until September 30, 2025, 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:
  - a. Call Handling Equipment (CHE) – telephone equipment located at the ECCs 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 ECC
  - b. Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
  - c. Uninterruptable 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 Street, Room  
120  
Cleburne, Texas 76033  
County Judge

**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	<b>NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT</b>
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<p style="font-size: small; margin: 0;">DocuSigned by:</p> <p><b>By:</b> <u>Christopher Boedeker</u></p> <p><b>Name:</b> <u>Christopher Boedeker</u></p> <p><b>Title:</b> <u>County Judge</u></p> <p><b>Date:</b> <u>7/24/2023</u></p>	<p style="font-size: small; margin: 0;">DocuSigned by:</p> <p><b>By:</b> <u>Mike Eastland</u></p> <p><b>Name:</b> <u>Mike Eastland</u></p> <p><b>Title:</b> <u>Executive Director</u></p> <p><b>Date:</b> <u>7/13/2023</u></p>
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Date of governing body approval: July 24, 2023 - Item CA34

- Attachments:**
- Attachment A: Texas CJIS Systems Access Policy**
  - Attachment B: Equipment Room and Electrical Requirements**
  - Attachment C: Manual ALI Request Form**

**Attachment A**  
**Texas CJIS Systems Access Policy**  
**TEXAS CJIS SYSTEMS ACCESS POLICY**

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

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

This System Access Policy applies to commissioned peace officers, terminal operators and others with network access to CJIS 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

ECC Name: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

This letter is to request that the "Manual ALI Query" feature be enabled at \_\_\_\_\_.  
(ECC 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 ECC 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 ECC. Misuse of the proprietary ALI information may be cause for the termination of this feature for the ECC.

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

\_\_\_\_\_  
Chief / Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Communications Supervisor / Manager

\_\_\_\_\_  
Date