

INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The Nortex Regional Planning Commission (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 3 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 Clay County, Texas (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assists in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption, unless the RPC finds and declares that an emergency exists that requires such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.5 Training

3.5.1 The Local Government should schedule call takers for any applicable training as classes are made available. No cost online TDD/TTY training is available to Local Government (see attached TTY Training - Attachment H)

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC (see attached Network Testing - Attachment G);

3.6.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance (see attached PSAP Monitoring Checklist - Attachment J);

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990 (see attached TDD Log - Attachment E);

3.6.8 Log all trouble reports and make copies available to the RPC as required by the RPC (see attached 9-1-1 Trouble/Alarm Log - Attachment D);

3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

3.6.10 Log all Language Line assistance calls. Report each of those calls as soon as possible after the call is completed. (see attached Language Line Report - Attachment F)

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes. (see attached PSAP Monitoring Checklist - Attachment J)

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

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

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for maintaining the PSAP provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for operations of the PSAP, and no other legal procedure shall exist whereby the PSAP cannot be maintained; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to maintain operations of the PSAP for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

Nortex Regional Planning Commission
4309 Jacksboro Hwy Suite 200
Wichita Falls, TX 76302

The Local Government's address is:

Clay County
214 N Main St
Henrietta, TX 76365

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

- | | |
|--------------|-----------------------------------------------------------|
| Attachment A | PSAP Operations Performance Measures and Monitoring |
| Attachment B | Commission Documents: Rules and Program Policy Statements |
| Attachment C | Form 911-B ANI/ALI Problem Call Report |
| Attachment D | Form 914-B 9-1-1 Trouble/Alarm Log |
| Attachment E | Form 915-B TDD Call/TDD Test Log |
| Attachment F | Form 916-B Language Line Report |
| Attachment G | Form 917-B Network Testing Log |
| Attachment H | TDD/TTY Training Document |
| Attachment I | Ownership Agreement |
| Attachment J | Form 935-M PSAP Visit Observation and Findings |

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

NORTEX REGIONAL PLANNING COMMISSION

CLAY COUNTY, TEXAS

By: _____

By: *Kenneth Liggett*

Printed Name: Dennis Wilde

Printed Name: Kenneth Liggett

Title: Executive Director

Title: County Judge

Date: _____

Date: _____

Attachment B Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation: http://www.911.state.tx.us/browse.php/rules_legislation
2. Commission Rules: http://www.911.state.tx.us/browse.php/rules_legislation
3. Commission Program Policy Statements:
http://www.911.state.tx.us/browse.php/program_policy_statements

ATTACHMENT B

NORTEX REGIONAL PLANNING COMMISSION

9-1-1 TROUBLE / ALARM LOG

PSAP: _____ MONTH: _____ YR: _____

DATE	TIME	REPORTED BY	NETWORK OUTAGES OR EQUIPMENT TROUBLE	REPORTED TO	TICKET NO.	DATE/TIME RESOLVED	COMMENTS

Submit completed form by the 10th day of the following month to:

Tommy Keesee, Director of 9-1-1 Emergency Services
 Nortex Regional Planning Commission
 P.O. Box 5144
 Wichita Falls, TX 76307 OR, FAX TO: 940/322-6743

Form 914-B

ATTACHMENT D

NORTEX REGIONAL PLANNING COMMISSION

LANGUAGE LINE REPORT

PSAP: _____ DATE: _____

CALL DATE	CALL TIME	LANGUAGE	PURPOSE OF CALL	LENGTH OF CALL (est.)

CALL-TAKER: _____

Submit completed form as soon as possible after the call to:

Tommy Keesee, Director of 9-1-1 Emergency Services
 Nortex Regional Planning Commission
 P.O. Box 5144
 Wichita Falls, TX 76307

Form 916-B

Or, Fax To: 940/322-6743

ATTACHMENT F

TDD/TTY TRAINING

CSEC implemented its Training Program in September 1990 to assure accessibility to all Public Safety Answering Points (PSAPs) in Texas within CSECs' jurisdiction. The Americans with Disabilities Act (ADA) requires all PSAPs to provide direct and equal access to their services for people with disabilities who use Telecommunication Devices for the Deaf (TDDs) or Tele-Typewriters (TTYs).

Section E of the Department of Justice's (DOJ) Access for 9-1-1 and Telephone Emergency Services technical assistance manual states the following:

PSAPs must train their call takers to effectively recognize and process TTY calls. Call takers must be trained in the use of TTY equipment and supplied with information about communication protocol with individuals who are deaf or hard of hearing, or who have speech impairments...The ADA does not specify how call takers must be trained, but the Department believes that the following are essential to proper training:

- Training should be mandatory for all personnel who may have contact with individuals from the public who are deaf, hard of hearing, or who have speech impairments.
- PSAPs should require or offer refresher training at least as often as they require or offer training for voice calls, but at a minimum, every six months.

To assist 9-1-1 call takers in meeting this requirement, the CSEC developed an eLearning program for TTY Training.

Currently, the CSEC has one TTY Refresher Course for 9-1-1 call takers and one TTY Refresher Course for Poison Center call takers.

In the future, additional refresher courses will be added, as well as a more thorough and comprehensive course.

These training courses are in no way meant to replace the benefits of real-time, hands-on use of TTY equipment. However, by using the internet as a means to maximize accessibility, more call takers will have the opportunity to take these courses and meet the requirements of the DOJ and the ADA.

To access the CSEC online training program and to view available courses, please go to this link: <http://www.911.state.tx.us/training>.

ATTACHMENT H