

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:

3.1.1 Operate and maintain the PSAP located at Clay County Sheriff's Office;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC will maintain ownership of the equipment. (see attached Ownership Agreement - Attachment I)

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 The ownership document shall be prepared by the RPC and signed by both parties upon establishing ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. (See attached Ownership Agreement - Attachment I)

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by Local Government or prove to be "Self-Insured". Proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Operations

The Local Government shall:

- 3.5.1 Designate a PSAP supervisor and provide related contact information to the RPC;
- 3.5.2 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);
- 3.5.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;
- 3.5.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;
- 3.5.5 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);
- 3.5.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;
- 3.5.7 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);
- 3.5.8 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);
- 3.5.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.
- 3.5.10 Log all ~~Language-Line~~ language translation service assistance calls. Report each of those calls as soon as possible after the call is completed. (See attached ~~Language-Line Report~~ *Language Translation Service 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)

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

Article 7: Records

7.1 The RPC or its duly authorized representative shall have access to and the right to examine records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government 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.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

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 Old 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.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2019 and shall terminate on August 31, 2021.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17: Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

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.

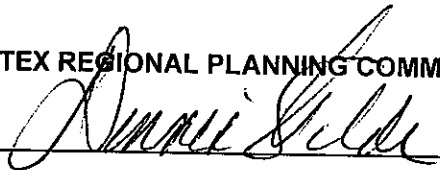
18.5 The following Attachments are part of this Agreement:

- | | |
|---------------|---|
| 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 | Ownership Agreement |
| Enclosed Form | 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


By: 

Printed Name: Dennis Wilde

Title: Executive Director

Date: July 1st 2019

CLAY COUNTY, TEXAS

By: 

Printed Name: Mike Campbell

Title: County Judge

Date: _____

Attachment A

PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors.

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. ANI/ALI Problem Call Report after the call (See Attached Form 911-B);
2. Trouble report logs at least once per month (See Attached Form 914-B);
3. TTY/TDD actual calls and test calls once per month (See Attached Form 915-B);
4. Language Line report logs after service is used (See Attached Form 916-B); and
5. Network Testing Log once per month (See Attached Form 917-B).

Quality Assurance Inspections

RPC personnel will conduct site visits at least twice per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

In addition, quality assurance inspections will be conducted using the attached Nortex PSAP Monitoring Checklist Form 935-M.

ATTACHMENT A

Attachment B Commission Documents

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

1. Commission Legislation: <https://www.csec.texas.gov>
2. Commission Rules: <https://www.csec.texas.gov/s/rules>
3. Commission Program Policy Statements:
<https://www.csec.texas.gov/s/program-policy-statements>

ATTACHMENT B

NORTEX REGIONAL PLANNING COMMISSION

ANI/ALI PROBLEM CALL REPORT (FORM 911-B)

PSAP: _____

CALLTAKER: _____

DISPLAYED INFORMATION

DATE: _____	ANI: _____
TIME: _____	NAME: _____
ESN: _____	ADDR: _____
PHONE TYPE (Circle one)	COMMUNITY: _____
BUSN RESD COIN CELL CNTX OTHER: _____	

PROBLEM REPORT

<input type="checkbox"/>	Record Not Found	
<input type="checkbox"/>	Foreign Exchange	
<input type="checkbox"/>	ANI Incorrect	Change To: _____
<input type="checkbox"/>	ALI Address Incorrect	Change To: _____
<input type="checkbox"/>	Misrouted to this PSAP	Send To: _____
<input type="checkbox"/>	ESN Assignment Incorrect	Change To: _____ POLICE: _____
		FIRE: _____ EMS: _____

REMARKS: _____

Telephone Company USE:	Recvd. Date:	Recvd. By:
	Correction Made:	Municipality Notified:

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:

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

TDD CALL LOG / TDD TEST LOG

PSAP: _____

MONTH: _____

YR: _____

DATE	TIME	TYPE OF CALL (Actual / Test)	CALL TAKER	EQUIPMENT (Internal / Standalone)	COMMENTS (Successful, disconnected, equipment failure, transmission problems, etc.)

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

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

Form 915-B

Or, Fax To: 940/322-6743

ATTACHMENT E

NORTEX REGIONAL PLANNING COMMISSION

LANGUAGE TRANSLATION SERVICE 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:

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

**NORTEX REGIONAL PLANNING COMMISSION
NETWORK TESTING LOG**

PSAP: _____ MONTH: _____ YR: _____

DATE	TIME	NUMBER TESTED	TESTED BY	COMMENTS: <small>(Successful, disconnected, equipment failure, etc.)</small>	LANDLINE /
					WIRELESS

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

9-1-1 Emergency Services
Nortex Regional Planning Commission
P.O. Box 5144
Wichita Falls, TX 76307 Or, Fax To:940-322-6743

Form 917-B

ATTACHMENT G

**Attachment H
Ownership Agreement**

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at Clay County Sheriff's Office, in Clay County, to be the property of Nortex Regional Planning Commission, hereinafter referred to as "Owner".

NORTEX REGIONAL PLANNING COMMISSION

By: 

Printed Name: Dennis Wilde

Title: Executive Director

Date: July 1st 2019

CLAY COUNTY, TEXAS

By: 

Printed Name: Mike Campbell

Title: County Judge

Date: _____

ATTACHMENT H

NORTEX REGIONAL PLANNING COMMISSION

PSAP MONITORING CHECKLIST

County Name:		Date:	
PSAP Name:		Telephone Number:	
PSAP Contact Person:		RPC 9-1-1 Monitor:	
CPE Vendor:	ECW	CPE Maint. Vendor:	ECW/WSC
CPE Brand/Model:	ECW		

1. CPE - Front Room

Category	Compliance	Findings and or Comments
Position 1 Equipment Operating Properly		
Position 2 Equipment Operating Properly		
Make Busy Switch		
Verify ANI/ALI		
Map Display		
WPH2 Call - Retransmit		
Poison Control Number Displayed		800-816-1100
RPC Contact info Available		
Repair Contact Info Available		
TDD Training		Recommend use of the web based training options bi-annually
Language Service Info & PSAP ID Posted		
Knowledge of Relay Texas		

2. CPE Backroom

Category	Compliance	Findings and or Comments
Lighting, Cleanliness, Ventilation		
Backroom Secure		
Back-up Power/UPS		

3. Recorders

Brand/Model	DSS/Equature NG 9-1-1 Performance Solution		
Category	Compliance	Findings and or Comments	
Accessible			

4. Testing

Category	Compliance	Findings and or Comments
Text to 9-1-1		
Rapid SOS		
WIRELESS		

Additional Comments:



Nortex
Regional
Planning
Commission

P.O. Box 5144
Wichita Falls, Texas 76307
Area 940-322-5281
Fax 940-322-6743

July 1st 2019

Honorable Mike Campbell
Clay County Judge
214 North Main St
Henrietta, TX 76365

Dear Judge Campbell:

Please find enclosed the Interlocal Agreement for 9-1-1 Public Safety Answering Point Services between Nortex Regional Planning Commission and Archer County. This is a renewal of the previous contract which expires on August 31, 2019. There have been changes to the original contract. *In Article 3.5.10 language translation service is replacing Language Line.*

The Texas Commission on State Emergency Communications requires these contracts be in place according to the Health and Safety Code, Chapter 771.

We are sending you this contract in duplicate originals and asking for you to sign **BOTH** copies in two (2) places on each document and return **ONE** of the signed copies to Nortex.

If you have any questions, please contact me or Tim Bryant, Director of 9-1-1 Emergency Services.

Sincerely,

DENNIS WILDE
Executive Director

Enclosure

Archer, Baylor, Clay, Cottle, Foard, Hardeman, Jack, Montague, Wichita, Wilbarger and Young Counties