

# **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 Montague 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.

### 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.

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:

Montague County  
P O Box 475  
Montague, TX 76251

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.

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.

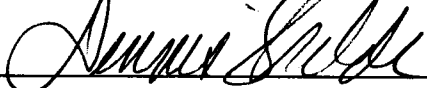
18.5 The following Attachments are part of this Agreement:

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**

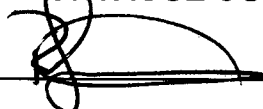
By: 

Printed Name: Dennis Wilde

Title: Executive Director

Date: July 1st 2019

**MONTAGUE COUNTY, TEXAS**

By: 

Printed Name: Rick Lewis

Title: County Judge

Date: 21 July 2019

## **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**

## 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 Montague County Sheriff's Office, in Montague 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 1<sup>st</sup> 2019

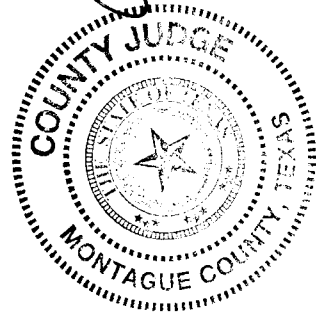
**MONTAGUE COUNTY, TEXAS**

By: 

Printed Name: Rick Lewis

Title: County Judge

Date: 8/1/2019



**ATTACHMENT H**