



## INTERLOCAL AGREEMENT BETWEEN THE NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT AND

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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. \_\_\_\_\_ (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.

## **2.3. 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, KVM devices, UPS devices) 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.

2.3.8. Not enter into agreements with third parties that involve access or interaction with the 9-1-1 system without prior vetting and approval from NCT9-1-1. Additionally, ECCs must provide NCT9-1-1 with complete contact information, including emergency support numbers, for any third-party vendors. NCT9-1-1 will not be responsible for support applications/services purchased directly by the ECC.

2.3.9. Do not directly contract with vendors whose systems are required to integrate with the 9-1-1 system without prior review and approval from NCT9-1-1.

## **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. Small individual UPS at each position is strictly prohibited.
- 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. Moves and Remodels**

- 2.7.1. Bear full responsibility for the costs of moving or constructing microwave towers that meet 9-1-1 service requirements. The consequences of failing to meet these requirements shall be subject to further agreement and penalties.
- 2.7.2. Complete any moves or remodels in accordance with the NCT9-1-1 Technical Requirements for Moves and Remodels (Attachment C).

## **2.8. Supplies**

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

## **2.9. Monitoring/Reporting/Compliance**

- 2.9.1. 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.
- 2.9.2. 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.
- 2.9.3. Maintain and provide an up-to-date contact list to NCT9-1-1 for purposes of upgrade notifications and other related communications. It is preferred that the contact list be in the form of a distribution email that reaches multiple contacts within the ECC.

## **2.10. Media Relations**

- 2.10.1. 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.
- 2.10.2. Not disclose ECC correspondence that NCT9-1-1 has clearly noted as proprietary or confidential, unless required to do so by law.
- 2.10.3. 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.
- 2.10.4. Promptly notify NCT9-1-1 in the event of any change to their Public Information Officer (PIO) designation.

## **2.11. Operations**

- 2.11.1. 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.
- 2.11.2. 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 an 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.
- 2.11.3. 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. An 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).
- 2.11.4. Provide a minimum of 180 days' prior notice of any facility moves, adds, or changes that affect the 9-1-1 system.
- 2.11.5. 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).
- 2.11.6. NCT9-1-1 recommends power cycles (reboot not shutdown) each 9-1-1 position at least once week.
- 2.11.7. NCT9-1-1 recommends logging all TDD/TTY calls and test calls.
- 2.11.8. Complete surveys distributed by NCT9-1-1 in a timely manner.
- 2.11.9. Ensure training bulletins and change management notifications provided by NCT9-1-1 are disseminated to all ECC personnel.

- 2.11.10. Admin lines supplied by NCT9-1-1 are to be used solely for ANI callback and should not be disseminated.
- 2.11.11. 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).
- 2.11.12. 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.
- 2.11.13. Notify NCT9-1-1 in writing at least 90 days prior to changing emergency services providers including medical, law enforcement, and fire.
- 2.11.14. 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.
- 2.11.15. Comply with NCT9-1-1 policy and procedures for ECC moves and changes.
- 2.11.16. Report discrepancies to NCT9-1-1 utilizing the tools in the dispatch mapping solution within 72 hours.
- 2.11.17. 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.
- 2.11.18. Ensure that all telecommunicators refrain from sharing log in information with others.
- 2.11.19. 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.
- 2.11.20. 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.
- 2.11.21. Be responsible for all furniture, administrative telephones, copier machines, and administrative desktop computers located within the Public Agency's operating area.
- 2.11.22. 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.

- 2.11.23. Language translation services provided by NCT9-1-1 are only to be utilized for emergency call handling purposes.
- 2.11.24. 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.
- 2.11.25. Maintain a fully operational recording system to comply with 9-1-1 service standards.

## **2.12. Geographic Information Systems (GIS) / Data**

- 2.12.1. Upon confirmation of a customer needing to change their address due to a 9-1-1 misroute, ECC will be responsible for notifying the customer. This requirement also applies to customers using VOIP or other similar services.

## **2.13. Implementations**

- 2.13.1. 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.
- 2.13.2. 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.
- 2.13.3. 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 only post information on social media platforms and the official website when such information directly affects 9-1-1 service operations. NCT9-1-1 recommends the Public Agency use the wording provided through those avenues when providing updates to the public



### **3.8. Security**

- 3.8.1. Newly hired NCT9-1-1 staff members are required to complete CJIS training within their first 30 days. All NCT9-1-1 staff members are required to complete mandated training yearly to maintain CJIS compliance.

## **Section 4: Effective Date and Term of Agreement**

- 4.1. This Agreement shall take effect October 1, 2025, and shall continue until September 30, 2027, 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: Christy Williams

If to Public Agency:

## **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.

<b>By:</b> _____	<b>By:</b> _____
<b>Name:</b> _____	<b>Name:</b> _____
<b>Title:</b> _____	<b>Title:</b> <u>Executive Director</u>
<b>Date:</b> _____	<b>Date:</b> _____

Date of governing body approval: \_\_\_\_\_

- Attachments:**
- Attachment A: Texas CJIS Systems Access Policy**
  - Attachment B: Equipment Room and Electrical Requirements**
  - Attachment C: NCT9-1-1 Technical Requirements for Moves and Remodels**





## **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**

### **NCT9-1-1 Technical Requirements for Moves and Remodels**

NCT9-1-1 is an independent extension of a participating Emergency Communications Center (ECC) with the primary responsibility of delivering 9-1-1 call services and providing equipment support. As such, NCT9-1-1 has distinct and separate requirements for wiring and backroom installations, independent from the ECC and any third-party vendors.

This document outlines the requirements and responsibilities for both the ECC and NCT9-1-1. It specifies which party will cover the costs associated with ECC remodels or relocations. Clear delineation of responsibilities ensures adequate resource planning and funding allocation for these projects. ECCs are solely responsible for third-party vendor services like electrical and microwave installations. NCT9-1-1 may facilitate by obtaining quotes, enabling ECCs to plan and secure necessary funding effectively. Early communication is crucial for project success.

NCT9-1-1 will be responsible for the following costs (if required):

- Terrestrial circuit(s)
- Physical move or relocation of Call Handling Equipment (CHE) and peripherals

The ECC will be responsible for the following costs (if required):

- Electrical cabling – (to include circuits and uninterrupted power supply connections)
- Data/voice cabling
- Microwave – (may be required for moves to new locations which could require different tower heights and microwave antenna realignments, which would require quotes from microwave vendor)

**Inspections & Meetings:** NCT9-1-1 strongly recommends multiple site inspections by NCT9-1-1 staff prior to any physical installations to prevent the need for rework or equipment conflicts. Additionally, NCT9-1-1 suggests convening meetings with all relevant dispatch-specific vendors to discuss matters such as equipment location, shared cabling, and space requirements.

#### **A) Backroom Rack / Cabinet and Telco Demarcation Requirements**

A 19" universal two post rack properly bolted and grounded to facility ground bar. This rack may be provided by NCT9-1-1 at its discretion, but in either regard must be bolted and grounded by the ECC or its vendor(s). Alternatively, the ECC may provide an enclosed four post cabinet that is grounded.

#### **B) Data/Voice Wiring Details**

NCT9-1-1 has network wiring requirements to facilitate 9-1-1 services and the ECC's ever-changing technology needs. While the final termination and mounting may vary slightly (based on individual needs) the circuit count and type are required for proper function and services. Any variations to the specifications below should be approved by NCT9-1-1 staff to avoid additional rework.

#### **C) Power/UPS (applies only to an ECC approved for a NCT9-1-1 UPS system)**

NCT9-1-1 utilizes an Eaton UPS with corresponding manual bypass switch (wall mounted). NCT9-1-1 will provide quotes to install the physical UPS and provide wiring from the ECC handoff (master disconnect) and to the distribution panel.

#### **D) Microwave (as required)**

This requirement may not apply to simple remodels where the back-room equipment remains unchanged. However, if alterations are made, rewiring may be necessary, and quotes from a third-party vendor should be obtained. If relocating to a new site, microwave quotes will be required to assess whether a new tower or the relocation of an existing tower is needed, along with any necessary realignments to maintain the site within an existing ring, if feasible. It is essential



to contact NCT9-1-1 prior to commencing any work at a site that could impact facilities or services. For example, excavation related to the installation of a new parking lot may potentially damage conduits and cables between the microwave tower and the ECC.

#### **Telco Demarcation Requirements**

NCT9-1-1 provides a dedicated telco data circuit which is to be demarcated at the 9-1-1 back board within the same room that the Backroom Rack is located. A path must be provided by the ECC if extension is required from the Telco minimum point of entry to the 9-1-1 server room. NCT9-1-1 requires a minimum of ninety (90) days for circuit ordering and turn up.

#### **Data/Voice Wiring Details**

All wires should be category 6 or greater (rated to the standards of local and/or state and federal building code). Four (4) Cat6 cables are required per 9-1-1 position. Three (3) for Data and One (1) for Voice Recording. Three (3) of these are terminated to a standard 110 patch panel (which is installed at the top of the 9-1-1 rack).

The position data connections are split between two colors, three (3) Blue for D (Data) and one (1) White for V (Voice).

**NOTE: Colors may vary but must be two distinctly different colors according to the scheme.**

These data connections should be surface mounted inside of console near 9-1-1 equipment (when possible).

#### **Electrical/UPS Wiring Details**

**EATON UPS is a free-standing UPS. This unit does NOT require bolting to the floor, in fact, it must remain mobile for maintenance purposes. NOTE: Small individual UPS at the workstations are strictly prohibited.**

Current measurements are as defined below, **but please confirm final placement with NCT9-1-1 prior to installation:**

- Length = 25.5"
- Width = 17"
- Height = 31.5"
- Max Weight = 257 Lbs.

#### **Electrical/UPS Wiring Details**

The ECC is responsible for providing UPS input (**from generator feed where available**) in the form of a 120V double pole circuit terminated on a master disconnect (pictured below). This disconnect is required for use during emergency power issues or for testing which requires full and immediate UPS shutdown. **This disconnect should be as close to the NCT9-1-1 master disconnect as possible.**

If the quote is approved by ECC, NCT9-1-1 will provide installation services and connection of the UPS bypass originating from the above master disconnect. This bypass switch will reside as close to the UPS as possible.

#### **Electrical/UPS Wiring Details**

If the quote is approved by ECC, NCT9-1-1 will provide and accurately label an appropriately sized distribution panel to accommodate the following:

- Single dedicated 15A 120V circuit per position.
- Two dedicated 15A 120V circuits for Backroom Server Rack.

If the quote is approved by ECC, NCT9-1-1 will provide one (1) orange 120V quad receptacles per position on its own circuit. o These receptacles should be surface mounted inside of console near 9-1-1 equipment (when possible).

If the quote is approved by ECC, NCT9-1-1 will provide two (2) orange 120V quad receptacles mounted **above the backroom 9-1-1 rack** (each quad receptacle on its own dedicated circuit).

**Any variations to the specifications above should be approved by NCT9-1-1 staff to avoid additional rework.**