

**INTERLOCAL AGREEMENT BETWEEN THE  
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND  
WISE COUNTY  
FOR E9-1-1 SERVICE, EQUIPMENT, ADDRESSING AND DATABASE  
MAINTENANCE**

Article 1: Parties & Purpose

- 1.19 The North Central Texas Council of Governments (hereafter NCTCOG) 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. NCTCOG has developed a Strategic Plan (Plan) to establish and maintain 9-1-1 emergency telephone service in State Planning Region 4, and the Commission on State Emergency Communications (CSEC) has approved its current Plan.
- 1.20 Wise County is a local government that operates one or more Public Service Answering Points (PSAPs) that assist in implementing the Plan as authorized by Chapter 771 of the Health and Safety Code.
- 1.21 Wise County (hereafter Local Government) is a local government that is authorized to perform addressing activities under the County Road and Bridge Act.
- 1.22 The local government is required to perform database maintenance activities as mandated in CSEC Rule 251.9.
- 1.23 This contract is entered into between NCTCOG and Local Government under Chapter 791 of the Government Code so that Local Government can participate in the enhanced 9-1-1 emergency telephone system in the region and perform database maintenance activities.
- 1.24 The Commission on State Emergency Communications (CSEC or Commission), as authorized by the Health & Safety Code, Chapter 771, is the oversight and funding authority for regional councils implementing 9-1-1 and addressing/addressing maintenance services through local governments.

Article 2: Stipulations

As required by the Contract for 9-1-1 Services executed between NCTCOG and the CSEC, NCTCOG shall execute interlocal agreements between itself and its member local governments relating to the planning, development, operation, and provision of 9-1-1 services, the use of 9-1-1 funds and adherence to applicable law and the Commission on State Emergency Communications rules. At a minimum, the parties to this agreement agree:

- 2.1 To comply with applicable provisions of the State of Texas Uniform Grant Management Standards (UGMS);
- 2.2 That NCTCOG and/or the Commission may withhold, decrease, or seek the return of or reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law and/or CSEC Rules;
- 2.3 That Local Government shall return or reimburse NCTCOG and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law and/or CSEC Rules;
- 2.4 That such return or reimbursement of 9-1-1 funds to NCTCOG and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by

- NCTCOG or Commission, unless an alternative repayment plan is approved by NCTCOG and then submitted to the Commission for approval;
- 2.5 To comply with the Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds; in connection with the provisions of 9-1-1 service (9-1-1 equipment);
  - 2.6 To maintain a current inventory of all 9-1-1 equipment consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules;
  - 2.7 To reimburse NCTCOG and/or Commission for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse or negligence by PSAP employees or other persons; or acts of nature or war, though this provision shall not include ordinary wear and tear or ordinary day to day use of equipment;
  - 2.8 That NCTCOG and Local Government shall maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to such Local Government and all 9-1-1 funds spent by such Local Government for 9-1-1 service, with specific detail for 9-1-1 funds received or spent relating to database maintenance activities, and consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, and as approved in NCTCOG's current strategic plan;
  - 2.9 That the Commission or its duly authorized representative and NCTCOG shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the Local Government or by any other entity that has performed or will perform database maintenance activities;
  - 2.10 To recognize that the Commission reserves the right to perform on-site monitoring of NCTCOG and/or its performing Local Government for compliance with applicable law, and NCTCOG and Local Government agree to cooperate fully with such on-site monitoring;
  - 2.11 To provide a commitment by the Local Government to continue addressing, database maintenance activities and meet the NCTCOG GIS requirements in accordance with the approved Plan (including any approved amendments) as a condition of the receipt of 9-1-1 funds as prescribed by NCTCOG's Strategic Plan.

Article 3: Program Deliverables – 9-1-1 & Database Maintenance/GIS Equipment & Data

Local Government agrees to comply with all applicable law, CSEC Rules and NCTCOG policies, as they pertain to the 9-1-1 Program administered by NCTCOG, in providing the following deliverables to this contract. To the extent that NCTCOG policies are not consistent with applicable law, the applicable law prevails.

Ownership, Transference & Disposition

- 3.1 NCTCOG shall establish ownership of all 9-1-1 and ancillary equipment procured with 9-1-1 funds as defined herein, and located within the Local Government's jurisdiction. NCTCOG may maintain ownership, or it may transfer ownership to the Local Government. Before any such transfer of ownership, NCTCOG will evaluate the adequacy of controls of Local Government 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 identified in paragraph 3.2c below, may or may not be procured by NCTCOG on behalf of Local Government, according to NCTCOG's Strategic 9-1-1 Plan.

3.2 The basic equipment categories are:

- j. 9-1-1 Equipment
  - vii. Customer Premise Equipment (CPE) – telephone equipment located at the PSAPs 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 PSAP;
  - viii. Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
- k. Database Maintenance/GIS Equipment
  - xix. Computers – hardware and software
  - xx. Digitizers, Printers and Plotters
  - xxi. Road Sign Machines and Materials
  - xxii. GPS Receivers and software
  - xxiii. Distance Measuring Devices (DMD)
  - xxiv. GIS Workstations and software
- l. Ancillary Equipment
  - vii. Uninterruptible Power Supply (UPS)
  - viii. Recorders

3.3 Transfer-of-ownership documents shall be prepared by NCTCOG and signed by both parties upon transference of ownership of any ancillary or database maintenance equipment, in accordance with UGMS and the State Comptroller of Public Accounts. NCTCOG shall maintain ownership of 9-1-1 Customer Premise Equipment (CPE).

3.4 The local government shall provide adequate insurance policies on such equipment to provide for the replacement of the equipment in cases of losses due to anything other than daily use and normal wear and tear. The local government shall provide written proof of this insurance to NCTCOG annually.

3.5 Local Government is responsible for notifying NCTCOG upon disposition of equipment due to obsolescence, failure, or other planned replacement, transfer documents. Capital Recovery Asset Disposal Notices (as required by CSEC Rule 251.5) shall be prepared by NCTCOG in accordance with UGMS and the State Comptroller of Public Accounts.

### Inventory

3.6 NCTCOG shall maintain property records, reconciled to the Local Government's general ledger account at least once per year, in accordance with CSEC Rule 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*, UGMS, and the State Property Accounting Policy and Procedures Manual.

3.7 The owner of the ancillary and database maintenance/GIS equipment, or the party to whom responsibility is assigned, shall cooperate with NCTCOG to provide inventory information for the Annual Certification of 9-1-1 Program Assets, as required by CSEC Rules 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*.

3.8 A physical inventory shall be conducted annually by NCTCOG.

3.9 Any lost or stolen equipment shall be reported to NCTCOG as soon as possible, and shall be duly investigated by Local Government and NCTCOG immediately.

## Security

- 3.10 Local Government will comply with Criminal Justice Information Services (CJIS) Security Policy Version 5.0 dated 02/09/11 (CJISD-ITS-DOC-08140-5.0) as a minimum security mandate for Customer Premise Equipment/Integrated or Workstations. A signed copy of the agreement must be available for inspection at all times
- 3.11 Local Government will protect the CPE, ancillary and database Maintenance/GIS equipment by implementing measures that secure the premises (including equipment room) of its PSAPs or addressing office against unauthorized entrance or use.
- 3.12 Local Government will operate within local standard procedures and take appropriate security measures as may be necessary to ensure that non-CSEC approved third-party software applications cannot be integrated into the PSAP(s)' Customer Premise Equipment/Integrated or Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*.
- 3.13 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of NCTCOG. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by NCTCOG.
- 3.14 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 Addressing databases.
- 3.15 Local Government mandates each person who is authorized to receive, store, process, and/or transmit Customer Premise Information must have a unique identification login and be logged into such equipment identifying their legitimacy for use.
- 3.16 Local Governments shall insure that no personnel access the USB ports on the CPE equipment.

## Maintenance

- 3.17 NCTCOG shall practice preventive maintenance on all NCTCOG owned or leased CPE, database maintenance and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary. NCTCOG shall also be responsible for any maintenance costs on the before mentioned equipment.
- 3.18 Local Government will maintain 9-1-1 equipment and areas by ensuring cleanliness.
- 3.19 Local Government shall notify NCTCOG Field Specialist when there is any scheduled maintenance on commercial power backup generator, at least 48 hours prior to work being done.
- 3.20 Local Government shall immediately notify NCTCOG Field Specialist of any power or generator outages. If the outage affects the 9-1-1 system, trouble reporting procedures should be followed.
- 3.21 For Local Governments that have administrative telephone system integration with NCTCOG 9-1-1 equipment, NCTCOG requires a contingency plan identifying their back-up solution for the administrative telephone system. If a contingency plan is not provided to NCTCOG within 30 days of contract execution, NCTCOG reserves the right to remove the administrative phone lines from the 9-1-1 equipment.
- 3.22 Local Government shall notify the NCTCOG Technical Team by calling 888-311-3911. In addition, the Local Government may utilize one of the following methods:
  - 1. via email to [support@nct911.org](mailto:support@nct911.org)
  - 2. via the Trouble Ticket System (accessed by using the icon on the toolbar)
  - 3. <http://tracker.nctcog.org/scc>

### Supplies

- 3.23 Local Government will purchase supplies necessary for the continuous operation of its 9-1-1 CPE, and Ancillary equipment (i.e. printer supplies and paper).

### Training

Local Government shall:

- 3.24 Provide telecommunicators access to emergency communications equipment training as approved in NCTCOG's Strategic Plan, or as determined by the Local Government.
- 3.25 These telecommunicators shall be scheduled for their 9-1-1 equipment training within 120 days of their hire date. If Local Government chooses to train its own personnel, Local Government shall provide a copy of the agencies approved Learning Objectives and Lesson Plan (that meets or exceed standards) to NCTCOG 9-1-1 and document in writing that the Local Government will take the responsibility of training their employees on the 9-1-1 equipment prior to using the equipment funded by 9-1-1 fees.
- 3.26 Ensure that 9-1-1 telecommunicators meet minimum training best practices developed by CSEC and posted on their website.
- 3.27 Ensure that the 9-1-1 telecommunicators receive TDD/TTY training every six months as mandated by the Department of Justice. This can be achieved by completing the on-line TTY refresher modules within 45 days of issuance, or attend the 4 hour TDD/TTY course at NCTCOG, or Local Government hosted training.
- 3.28 Ensure that 9-1-1 PSAP Supervisory personnel or designee attend quarterly training/meetings offered at NCTCOG to keep the PSAP updated on current events. A minimum of two meetings per year are required for each PSAP.
- 3.29 Ensure that all telecommunicators have access to the NCTCOG 9-1-1 Training Website and abide by TCLEOSE mandated rules and regulations for telecommunicator requirements.
- 3.30 Ensure that all telecommunicator attend a 9-1-1 equipment and technology refresher course every 2 years.

### Facilities

- 3.31 Local Government shall meet minimum requirement for back room requirements. Must comply with specifications from NCTCOG (See Attachment D). Any expenses associated with this requirement are the responsibility of the PSAP.
- 3.32 Local Government's equipment room and 9-1-1 communications area must maintain a temperature of 65-80 degrees Fahrenheit.
- 3.33 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.
- 3.34 Local Government shall provide current access or security policies to NCTCOG.
- 3.35 NCTCOG staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24 X 7 X 365 basis without prior notice.

## Operations

### Local Government shall:

- 3.36 Designate PSAP Supervisory personnel or designee and provide related contact information (to include after hour contact information) as a single point of contact for NCTCOG.
- 3.37 Coordinate with NCTCOG in the planning for, implementation and operation of all 9-1-1 equipment.
- 3.38 Monitor the 9-1-1 equipment and report any failures or maintenance issues immediately to the NCTCOG Technical Team through appropriate trouble reporting procedure.
- 3.39 Test all 9-1-1 and ancillary equipment for proper operation and user familiarity at least once per month.
- 3.40 Test alternate routing switch(es) once a month and so note on the log. If there is a problem, Local Government shall notify the NCTCOG Technical Team. If the problem is not resolved within 24 hours, the PSAP shall notify NCTCOG's PSAP Field Specialist.
- 3.41 Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per month.
- 3.42 Log all TDD/TTY calls, and fax copies to NCTCOG by the first of each month. If logs are not received by the 10<sup>th</sup> day of the month, documentation requesting the logs will be sent to the Chief /Sheriff. Copies shall also be made available upon request by NCTCOG and Department of Justice.
- 3.43 Limit access to all 9-1-1 equipment and related data only to authorized personnel.
- 3.44 Make no changes to 9-1-1 equipment, software, or programs without prior written consent from NCTCOG.
- 3.45 Make no changes or modifications to any configuration, software, or hardware provided by NCTCOG other than adding the agents and editing the auto-dial feature.
- 3.46 Provide a safe and healthy environment for all 9-1-1 telecommunicators, which enhances proper use and maintenance of 9-1-1 equipment.
- 3.47 Provide upon request any testing documentation or applicable paperwork required by CSEC and NCTCOG within 24 hours.
- 3.48 The PSAP shall keep at least one 10-digit emergency telephone number that is not part of an automated system to be used for 9-1-1 transfer calls and default routing. These numbers shall be answered by a live person 24 hours a day, 7 days a week and should have the ability to be call forwarded. Any change in this 10-digit emergency number shall be reported to NCTCOG in writing.
- 3.49 When the verification process produces incorrect ANI/ALI information, the telecommunicator shall make the correction immediately or after the call has been released. If the call has been released, the data will remain for approximately ten minutes or until the next call is received. However, the ALI can be retrieved by going to the released calls in the list module. At which time it is possible to manually fill out the discrepancy form and fax to NCTCOG.
- 3.50 Incomplete ANI/ALI Problem Call Reports returned to PSAP shall be completed and faxed back to NCTCOG within 72 hours.
- 3.51 Test calls to clear ANI/ALI Problem Call Reports shall be made by PSAP within 24 hours. *Problems shall be reported on a new ANI/ALI Problem Call Report and faxed to NCTCOG.*

- 3.52 Medical providers and other agencies that require frequent transfers during 9-1-1 calls must have and utilize a toll free transfer number.
- 3.53 Notification of change in medical, law enforcement or fire responders shall be made in writing to NCTCOG at least 45 days prior to change.
- 3.54 Submit a signed Manual ALI Query form to NCTCOG annually and agree to use ALI lookup feature only in the handling and processing of an emergency telephone call.
- 3.55 Each PSAP shall submit an emergency plan for 9-1-1 communications. This plan shall be accessible to NCTCOG staff upon request.
- 3.56 The PSAP shall have documented procedures for the transfer of administration lines where call center evacuation is required.
- 3.57 Comply with NCTCOG policy and procedures for PSAP moves/changes posted the NCTCOG Website.
- 3.58 PSAP Agency should have adequate personnel trained and available to operate the generator when needed.
- 3.59 PSAP Agency shall be able to engage NCTCOG owned UPS bypass switch, where applicable.
- 3.60 PSAP Agency shall test generator at least monthly to insure that all NCTCOG equipment remains functional. All tests shall be reported monthly to the PSAP Operations Specialist
- 3.61 All telecommunicators shall re-transmit all wireless calls to receive most accurate caller location.

Performance Monitoring

- 3.62 Local Government agrees to fully cooperate with all reasonable monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the deliverables specified in this contract, and as outlined in Program Deliverables noted above.

Article 4: Procurement

- 4.1 NCTCOG may purchase, lease, or otherwise procure, on Local Government's behalf the 9-1-1 and/or database maintenance/GIS equipment, software, services, and other items described in the current Strategic Plan.
- 4.2 NCTCOG and the Local Government agree to use competitive procurement practices and procedures similar to those required by state law for cities or counties, as well as CSEC Rule 251.8, *Guidelines for the Procurement of Equipment and Services with 9-1-1 Funds*.

Article 5: Database Maintenance/GIS

All counties provide NCTCOG with database maintenance services, the Local County Government agrees to abide by all conditions of this contract, with the addition of the following stipulations:

- 5.7 Signature of this agreement serves as a commitment to NCTCOG to continue addressing, database maintenance, and GIS activities in accordance with the approved strategic plan as a condition of the receipt of 9-1-1 funds as prescribed by NCTCOG's Strategic Plan.
- 5.8 Meet the GIS requirements (attachment) set forth by NCTCOG in order to receive reimbursement. These requirements may be revised annually. If the Local Government

- cannot meet these requirements, the planned funds shall be used by NCTCOG to procure those services for said local government.
- 5.3 County Addressing Offices must coordinate GIS information from every city in their county to achieve and maintain one clean and consistent county map.
  - 5.4 Provide NCTCOG with budgets, quarterly reports of finance as mandated in CSEC Rule 251.9.

#### Database Maintenance/GIS Deliverables

Local Government agrees to provide and maintain database maintenance functions in return for funding through NCTCOG and CSEC, within the guidelines of the Strategic Plan, as funds become available, and with approval of CSEC. At a minimum, Local Government agrees to:

- 5.5 Select a 9-1-1 Database Maintenance Coordinator to serve as a single point of contact for NCTCOG.
- 5.6 Coordinate addressing activities within the Local Government's jurisdiction.
- 5.7 Assign street addresses and ranges, name streets and resolve addressing conflicts and problems.
- 5.8 Provide a physical address to any citizen requesting same as long as doing so complies with local policies/procedures/ordinances.
- 5.9 Establish efficient procedures for updating and maintaining all addressing data through review and revisions due to changes in Local Government ordinances and/or subdivision regulations.
- 5.10 Verify and certify all 9-1-1 ALI database information for accuracy as requested by the current statewide database provider within five working days.
- 5.11 Provide NCTCOG MSAG changes, inserts or deletes via a web-based product maintained by the current database provider.
- 5.12 Maintain addressing/database equipment and data as prescribed in Article 3, Program Deliverables – 9-1-1 & Addressing Equipment & Data (above).
- 5.13 Adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining 9-1-1 and Addressing databases (Article 3.12 above).
- 5.14 Adhere to proper procurement procedures as referenced in Article 4 (above).
- 5.15 Request reimbursement for expenditures from Commission on State Emergency Communications on a quarterly basis in conformance with Commission on State Emergency Communications Rule 251.9 and local database maintenance budget within the approved strategic plan.
- 5.16 Cooperate with all monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the database maintenance deliverables specified in this contract, and as outlined in Performance Measures attached.
- 5.17 Maintain Inventory of equipment purchased with 9-1-1 funds.
- 5.18 Process and return requests for information (i.e. B-forms, error reports) from NCTCOG within three business days.
- 5.19 Protect the confidentiality of addressing databases and of information furnished by telecommunications providers, and notify NCTCOG in writing within two business days of the receipt of a request for addressing databases or information made under the Texas Public Information Act.
- 5.20 Notify NCTCOG in writing at least 30 days prior to a 9-1-1 Office move.
- 5.21 Must meet NCTCOG's current GIS requirements, which are under review and subject to change.

Article 6: Financial

As authorized in Chapter 771 of the Texas Health & Safety Code, Sections 771.055, 771.056, 771.071, 771.072 and 771.075:

- 6.1 NCTCOG shall develop a plan to meet Local Government needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established and approved by the CSEC.
- 6.2 The provisioning of 9-1-1 service throughout the region shall be funded by emergency service fees and/or equalization surcharge, based upon state appropriations.
- 6.3 Allowable and disallowed expenditures shall be determined by the appropriations, rules, policies and procedures as established by the CSEC, and as provided for the Local Government in NCTCOG's approved Strategic Plan.
- 6.4 If applicable, NCTCOG will reimburse Local Government for allowable database maintenance costs established in the Strategic Plan approved by CSEC.

Article 7: Records

- 7.1 Local Government agrees to maintain financial, and any other 9-1-1 documentation adequate to document its performance, costs, and receipts under this contract. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years. Local government may request in writing to maintain these records electronically, if that technology is in place.
- 7.2 For the purpose of reimbursement, Local Government shall maintain sufficient records detailing the significant history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years.
- 7.3 Local Government agrees to preserve the records for three years after receiving final payment under this contract. If an audit of or information in the records is disputed or the subject of litigation, Local Government agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract;
- 7.4 NCTCOG and/or Commission are entitled to inspect and copy, during normal business hours at Local Government's offices, the records maintained under this contract for as long as they are preserved. NCTCOG is also entitled to visit Local Government's offices, talk to its personnel, and audit its applicable 9-1-1 records, all during normal business hours, to assist in evaluating its performance under this contract;
- 7.5 The Commission and the Texas State Auditor have the same inspection, copying, and visitation rights as NCTCOG.
- 7.6 In terms of 9-1-1 records, excluding financial, Local Government shall comply with their own retention schedule, as per state statute.

Article 8: Nondiscrimination and Equal Opportunity

- 8.1 Local Government shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 9: Dispute Resolution

- 9.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 10.1 – 10.4, until they have exhausted the procedures set out in these paragraphs.
- 9.2 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 under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 9.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to a mutually designated legal mediator. Each party shall pay half the cost of the mediation services.
- 9.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Article 10: Suspension for Unavailability of Funds

- 10.1 Local Government acknowledges that NCTCOG's sole source of funding for this contract is the 9-1-1 fees collected by service providers and received by the state Comptroller's Office. If fees sufficient to pay Local Government under this contract are not paid to NCTCOG, or if the CSEC does not authorize NCTCOG to use the fees to pay Local Government, NCTCOG may suspend payment to monthly bills for 9-1-1 equipment by giving Local Government notice of the suspension. The suspension is effective 10 calendar days after Local Government's receipt of the notice. Upon suspension of payment, Local Government's obligations under this contract are also suspended until NCTCOG resumes payment.

Article 11: Notice to Parties

- 11.1 Notice under this contract must be in writing and received by the party, or his/her representative or replacement, to whom the notice is addressed. Notice is received by a party: (1) when it is delivered to the party personally; (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 paragraph 11.2 and signed on behalf of the party; or (3) 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 11.3.
- 11.2 NCTCOG's address is: P. O. Box 5888, Arlington, TX 76005-5888,  
Attention: Executive Director.

- 11.3 Local Government's address is:  
Wise County Courthouse  
P.O. Box 393  
Decatur, TX 76234  
Attention: Judge Bill McElhaney
- 11.4 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 12: Effective Date and Term of Contract

- 12.1 This contract takes effect on September 1, 2011 on behalf of NCTCOG and Local Government, and it ends on August 31, 2013. Should for any reason Local Government withdraws from the E9-1-1 Service system prior to the end of the full term of this contract, in addition to all other remedies available to NCTCOG under state law and this contract, NCTCOG may seek a return of all 9-1-1 equipment purchased with 9-1-1 funds in the possession of Local Government. In the event of such withdrawal, both parties agree to work in good faith to establish a fair and equitable transition plan so as to assure continued emergency services to the citizens of Local Government.

Article 13: Miscellaneous

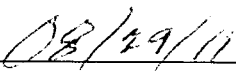
- 13.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 13.2 This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.
- 13.3 Rules, Program Policy Statements, and Best Practices of CSEC as well as Chapter 771, Health and Safety Code, State Administration of Emergency Communications can be found on the CSEC website: <http://www.911.state.tx.us>. If unable to access, please contact NCTCOG 9-1-1 Program Offices for copies.
- 13.4 The following Attachments are part of this contract:
- Contract for 9-1-1 Services Between NCTCOG and CSEC (Attachment A)
  - Manual ALI Query Request (Attachment B)
  - NCTCOG Equipment Room Site Requirement (Attachment C)
  - NCTCOG Host Agreement (Attachment D) where applicable
  - NCTCOG Move, Add or Change Procedure (Posted on NCTCOG.ORG)
  - NCTCOG GIS Requirements

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

13.5 This contract is executed in duplicate originals.

WISE COUNTY

  
\_\_\_\_\_  
Judge Bill McElhaney  
Wise County

  
\_\_\_\_\_  
Date

NORTH CENTRAL TEXAS COUNCIL OF  
GOVERNMENTS

  
\_\_\_\_\_  
Mike Eastland  
Executive Director

\_\_\_\_\_  
Date

**Attachment A**  
**Contract for Services between the**  
**Commission on State Emergency Commission (CSEC) and**  
**North Central Texas Council of Governments (NCTCOG)**  
**And Addendum**

## **Contract for 9-1-1 Service**

### **Article 1. Parties and Purposes**

- 1.1 The Texas Commission on State Emergency Communications ("Commission") is charged by law with the responsibility to oversee the provision of 9-1-1 emergency services throughout the state, and North Central Texas Council of Governments ("RPC") is charged with the responsibility to provide these services in its region. Providing these services requires a partnership among and cooperative efforts by the Commission, the RPC, and the local governments represented on the RPC's governing body.
- 1.2 The Commission and the RPC enter into this Contract for 9-1-1 Service ("Contract") to clarify and better define the rights and duties of each in carrying out their individual and collective responsibilities under the law.

### **Article 2. Compliance with Applicable Law**

- 2.1 The RPC shall comply with all applicable federal and state laws ("applicable law") in carrying out its strategic plan that has been approved by the Commission.
- 2.2 Applicable law includes, but is not limited to, 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).
- 2.3 The Commission may adopt new policies, procedures and rules and amend its existing policies, procedures and rules subject to applicable law. Any new or amended policy or procedure (other than an adopted rule) shall be enforceable against the RPC 30 days following the date of its adoption, unless the Commission finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately against the RPC. The Commission shall provide the RPC written notice of all new or amended policies, procedures and interpretations of Commission rules within a reasonable time after same are adopted by the Commission.
- 2.4 The RPC shall repay any allocated and distributed equalization surcharge and 9-1-1 service fees (collectively, "9-1-1 funds") expended by the RPC in noncompliance with applicable law. Such reimbursement shall be made in accordance with established Commission policies and procedures. The RPC shall

advise the Commission in writing of its efforts to recover 9-1-1 funds in accordance with Article 4.1 herein.

- 2.5 In accordance with Health and Safety Code Section 771.078(c)(6), the Commission may withhold disbursement of funds to the RPC for failing to follow a standard imposed by this Contract, a Commission rule and/or policy, or a statute.
- 2.6 The RPC shall maintain, at a minimum, a separate investment account for all 9-1-1 funds received. The RPC shall utilize an accounting system that complies with applicable law, including specifically the requirements in UGMS, Subpart C - Post Award Requirements, Section .20 - Standards for Financial Management Systems - which requires recipients of state funds to maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

### **Article 3. Monitoring Compliance**

- 3.1 The RPC recognizes that the Commission reserves the right to perform monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with applicable law, and the RPC agrees to cooperate fully with such monitoring.
- 3.2 The RPC recognizes that the Commission reserves the right to monitor RPC financial procedures and validate financial reimbursement requests for compliance with applicable law, accuracy, completeness, and appropriateness, prior to the Commission distributing allocated 9-1-1 funds.

### **Article 4. Standard Interlocal Agreement with Local Governments**

- 4.1 The RPC shall use interlocal agreements between itself and its local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds and adherence to applicable law. These agreements must, at a minimum, provide for compliance with applicable law by including provisions that:
  - (a) the RPC will provide 9-1-1 funds to the local governments on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the local governments are complete, accurate, and appropriate;
  - (b) the RPC may withhold, decrease, or seek reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law;
  - (c) the local governments shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law;

- (d) reimbursement of 9-1-1 funds under subsection (c) shall be made by the local government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and the Commission;
- (e) address the RPC's ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service ("9-1-1 equipment");
- (f) require the RPC to maintain a current inventory of all 9-1-1 equipment;
- (g) require a control system to be developed by the local government to ensure adequate safeguards to prevent loss, damage, or theft of 9-1-1 equipment;
- (h) require reimbursement to the RPC and/or the Commission for damage to 9-1-1 equipment; other than ordinary wear and tear;
- (i) the local governments will maintain adequate fiscal records and supporting documentation of all 9-1-1 funds reimbursed to such local governments for 9-1-1 service consistent with applicable law and generally accepted accounting principles, and as approved in the RPC's current approved Strategic Plan;
- (j) the Commission or its duly authorized representative shall have access to and the right to examine all books, accounts, 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 activities related to the agreements;
- (k) the local government will provide 9-1-1 service as a condition of the receipt of 9-1-1 funds as prescribed by the RPC strategic plan; and
- (l) funding of 9-1-1 service is contingent on appropriations made to the Commission by the Texas Legislature, and if 9-1-1 funds are not made available to the RPC by the Commission or if legally available 9-1-1 funds are exhausted, then the RPC will not be obligated to provide the reimbursements contemplated by this Contract.

#### **Article 5. Competitive Procurement and Contract Administration**

- 5.1 The RPC shall use competitive procurement practices and procedures similar to those required by applicable law in connection with the procurement of any items to be obtained with 9-1-1 funds.

- 5.2 The RPC shall include a specific, detailed statement of work, including appropriate benchmarks to evaluate compliance, in all contracts with vendors, local governments, and PSAPs to be paid from 9-1-1 funds.
- 5.3 The RPC shall implement a contract administration management system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 5.4 The RPC shall maintain sufficient records detailing the history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price, as outlined in the records retention requirements in UGMS.

#### **Article 6. Allocation and Use of 9-1-1 Funds**

- 6.1 In accordance with applicable law, the Commission shall allocate 9-1-1 funds appropriated to the Commission to the RPC solely for use in carrying out its Commission-approved strategic plan. Funds will be distributed to the RPC quarterly, according to current Commission payment methodology as set forth in Commission policy, unless the RPC is in substantial noncompliance with any applicable law or provision of this Contract. The RPC shall utilize the money allocated only for providing 9-1-1 service within the RPC's jurisdiction.
- 6.2 The Commission shall ensure that no more than \$17,000,000 appropriated to the Commission for the FY 2010-2011 biennium shall be allocated to the RPCs for administration of the statewide 9-1-1 program, according to the General Appropriations Act.
- 6.3 None of the 9-1-1 funds appropriated to the Commission and allocated to the RPC may be used to replace or fund a reserve for future replacement of 9-1-1 equipment.
- 6.4 The RPC shall assist the Commission in creating comprehensive statewide capital replacement plan for submittal to the Legislative Budget Board no later than November 1<sup>st</sup> of each calendar year.
- 6.5 As provided by Health & Safety Code Section 771.078(d), not more than ten percent (10%) of the money received by the RPC may be used by the RPC for indirect costs. In this subsection, "indirect costs" means costs that are not directly attributable to a single action of the RPC. (Note: In administering this subsection, the governor's office is required to use federal Office of Management and Budget circulars A-87 and A-122 or any rules relating to the determination of indirect costs adopted under Texas Government Code Chapter 783.)
- 6.6 As provided by Health & Safety Code Section 771.078(f), upon request from the RPC, the Commission shall provide the RPC with documentation and financial records of the amount of money collected in its region or of an amount of money

allocated to the RPC in accordance with Health & Safety Code, Section 771.078, and this Contract.

#### **Article 7. 9-1-1 Funds Distribution**

- 7.1 As provided by applicable law, a state agency shall distribute grants on a reimbursement basis, or as needed, unless otherwise provided by statute or otherwise determined by the grantor agency to be necessary for the purposes of the grant.
- 7.2 Quarterly disbursement of 9-1-1 funds to the RPC shall be made on a cost reimbursement basis according to applicable law. If the RPC's funding is depleted before the end of a fiscal quarter, a financial emergency funding request may be made by the RPC to the Commission (see Article 8. RPC Emergency Funding).
- 7.3 The Commission has determined that a proper public purpose is served by providing start-up funding, at the beginning of each fiscal year, to the RPC for payment of operating costs of the region's 9-1-1 system. Start-up funding to the RPC from the Commission may be made at the beginning of each fiscal year. The Commission shall provide start-up funds to the RPC according to applicable law. Start-up funding is defined as 9-1-1 funds allocated to the RPC to pay initial fiscal year 9-1-1 program expenses, prior to the first quarterly reimbursement request being received. Any remaining 9-1-1 funds from the prior fiscal year, ending on August 31<sup>st</sup>, shall be returned to the Commission no later than October 30<sup>th</sup> of the current fiscal year.

#### **Article 8. RPC Emergency Funding**

- 8.1 Notwithstanding the requirements in Article 7, the Commission may distribute in accordance with Commission policy allocated 9-1-1 funds to the RPC upon demonstration and documentation that a financial emergency exists that will compromise the provisioning of 9-1-1 service or impact public safety.
- 8.2 The Commission shall consider a financial emergency as a situation in which the RPC requires additional funding to sustain the current and normal operation of 9-1-1 systems and their administration, as well as to meet contractual obligations as provided for in the RPC's approved strategic plan; and that, without the assistance of these additional funds, would result in a compromise of the 9-1-1 system or impact public safety. A financial emergency would arise, and public safety compromised, if the 9-1-1 system was terminated due to non-payment of invoices.
- 8.3 Emergency 9-1-1 funds may be distributed based upon the documented expenditures creating the need. The provision of emergency 9-1-1 funds will be used for specific operational and administrative expenses identified in the supporting documentation.

- 8.4 The request shall include a narrative description of what the 9-1-1 funds are to be used for, and how these expenditures relate to the RPC's strategic plan.
- 8.5 The Commission will review the request for accuracy and compliance with the current approved strategic plan and applicable law. Upon review and approval of the request, the Commission will disburse the necessary 9-1-1 funds, not to exceed the total allocated to the RPC in its Commission-approved strategic plan.

### Article 9. Strategic Planning

- 9.1 In accordance with applicable law, the RPC shall develop a strategic plan for the establishment and operation of 9-1-1 service throughout its region. The 9-1-1 service must meet the standards established by the Commission. A strategic plan must describe how 9-1-1 service is to be administered.
- 9.2 The RPC must update its strategic plan at least once during each state fiscal biennium, and must include the following:
  - (a) A description of how money allocated to the region is to be allocated throughout the region served by the RPC;
  - (b) Projected financial operating information for the two state fiscal years following the submission of the plan;
  - (c) Strategic planning information for the five state fiscal years following submission of the plan; and
  - (d) A Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the Government Code.
- 9.3 The RPC shall submit a strategic plan, or amendment to its plan, to the Commission for review and approval or disapproval, as required by Health & Safety Code Section 771.056. The Commission, consistent with applicable law, shall consider the appropriateness of the strategic plan or amendment thereto in satisfying the standards set by the Commission, the cost and effectiveness of the strategic plan or amendment, as well as the appropriateness of the strategic plan or amendment in context with overall statewide 9-1-1 service.
- 9.4 The Commission shall notify the RPC of the approval or disapproval of the strategic plan submission, or amendment to the plan, in accordance with applicable law.
- 9.5 If the strategic plan or amendment thereto is approved, the Commission shall allocate 9-1-1 funds to the RPC in accordance with the terms of this Contract and applicable law.

### Article 10. Reporting Requirements

- 10.1 The RPC shall submit financial and performance information and reports regarding 9-1-1 service and administration to the Commission. The RPC shall provide the reporting information in accordance with applicable law and generally accepted accounting principles. The RPC shall submit the following information to the Commission, at least once per quarter of each fiscal year:
- (a) Financial information regarding administrative and program expenses; and
  - (b) Information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC.
- 10.2 The RPC shall be responsible for collecting and reporting efficiency data on the operation of each of the 9-1-1 answering points within its region. The RPC shall submit such information to the Commission at least once per quarter of each fiscal year, according to applicable law.

### Article 11. Use and Creation of Public Safety Answering Points

- 11.1 The RPC shall comply with the minimum standards and guidelines established by Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, for the use of PSAPs and the creation of PSAPs.

### Article 12. Dispute Resolution

- 12.1 The dispute resolution process provided for in Government Code Chapter 2260, Subsection F, shall be used by the Commission and the RPC to attempt to resolve disputes arising under this Contract. Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the RPC's proposed or approved strategic plan, or this Contract.
- 12.2 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 themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 12, until they have exhausted the procedures set out in this Article 12.
- 12.3 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 parties agree to appoint their representatives and hold the first negotiating meeting within 15 calendar days of receipt of the request. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.


- 12.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to mediation by an administrative law judge employed by the State Office of Administrative Hearings (SOAH) per Government Code Chapter 2009.
- 12.5 Within 45 calendar days after the effective date of this Contract, the Commission agrees to contract with SOAH to mediate any future disputes between the parties described in Article 12.1. Each party agrees to pay one-half the total fee and expenses SOAH charges for conducting a mediation, and the Commission agrees that the RPC's share of the total is an allowable cost reimbursable to the RPC under this Contract.
- 12.6 The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 12.7 If the parties are unable to settle their dispute by mediation, either party may request a contested case hearing under Texas Government Code Section 2260.102.
- 12.8 Nothing in this Article 12 shall be considered as a waiver of sovereign immunity.

### Article 13. Miscellaneous Provisions

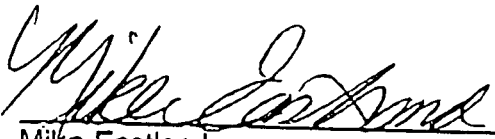
- 13.1 The RPC shall work with the Commission and the local governments to develop, maintain and regularly monitor performance of the operation and the provision of 9-1-1 service and to develop and implement risk assessment processes.
- 13.2 As the RPC becomes aware of the need for additional training or expertise relating to the planning, development, implementation or operation of 9-1-1 service, by the RPC or the local governments in their areas, the RPC shall notify the Commission promptly so that all parties may address the need in a timely manner.
- 13.3 Unless otherwise directed by the Commission, the RPC shall arrange for the performance of an annual financial and compliance audit of its financial statements and internal control environment according to the requirements of UGMS and the Texas Single Audit Circular, as established by the Governor's Office of Budget, Planning, and Policy pursuant to Government Code Chapter 783. The RPC shall be liable to the Commission for any costs disallowed as a result of the audit of its financial statements and internal control environment.
- 13.4 The RPC recognizes the right of the State Auditor's Office to review and/or audit the RPC's documentation and accounts relevant to the state-funded 9-1-1 program as authorized by applicable law. Such an audit or review is considered separate and apart from audits required by UGMS.

- 13.5 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations shall be made a part of this Contract by way of Attachment A, *Recipient 9-1-1 Costs Summary*.
- 13.6 The RPC shall provide, at a minimum, the Commission with all reports and/or information as required by applicable law.
- 13.7 In the event of any conflict between any provision in this Contract and an adopted Commission rule or policy, present or future, the Commission rule or policy shall take precedence.
- 13.8 This Contract sets forth all of the representations, promises, agreements, conditions, and understandings between the RPC and the Commission relating to the subject matter of the Contract, and supersedes any prior or contemporaneous representations, promises, agreements, conditions, or understandings, whether oral or written, in any way relating to the subject matter hereof.
- 13.9 Any alterations, additions, or deletions to the terms of this Contract shall be made by amendment hereto in writing and executed by both parties to this Contract.
- 13.10 This Contract takes effect on September 1, 2009, and shall terminate on August 31, 2011.

**AGREED TO:**

  
 \_\_\_\_\_  
 Paul Mallett  
 Executive Director  
 Texas Commission on State Emergency Communications  
 333 Guadalupe, Suite 2-212  
 Austin, Texas 78701-3942

7/23/09  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Mike Eastland  
 Executive Director  
 North Central Texas Council of Governments  
 P. O. Box 5888  
 Arlington, Texas 76005

7/24/09  
 \_\_\_\_\_  
 Date

RECEIVED  
 JUL 31 2009  
 CSEC

**ATTACHMENT "A"**  
**FY 2010-2011 RECIPIENT 9-1-1 COSTS SUMMARY**  
**Summary Costs Approved for Allocation for the: North Central Texas Council of Governments**

Regional Planning Commission 9-1-1 Program Budget	Appropriation Year 2010					Appropriation Year 2011									
	Strategy 1 - Network Operations			Totals	Strategy 2 - Equipment Replacement		Strategy 1 - Network Operations			Totals	Strategy 2 - Equipment Replacement				
	Program	Administration	Total		Program	Administration	Total	Program	Administration		Total	Program	Administration	Total	
Original Budget	\$7,020,944	\$849,643	\$7,870,587	\$85,000	\$7,935,587	\$6,301,568	\$879,843	\$7,181,411	\$355,000	\$7,536,411	\$6,301,568	\$879,843	\$7,181,411	\$355,000	\$7,536,411
Current Approved Budget	\$7,020,944	\$849,643	\$7,870,587	\$85,000	\$7,935,587	\$6,301,568	\$879,843	\$7,181,411	\$85,000	\$7,266,411	\$6,301,568	\$879,843	\$7,181,411	\$355,000	\$7,536,411
<b>Method of Finance</b>															
Appropriated Service Fees			7,870,587	65,000	\$7,935,587			7,181,411	355,000	\$7,536,411					
Total Service Fee Method of Finance			\$7,870,587	\$65,000	\$7,935,587			\$7,181,411	\$355,000	\$7,536,411					
Appropriated Equalization Surcharge					\$0					\$0					\$0
Total Surcharge Method of Finance			\$0	\$0	\$0			\$0	\$0	\$0				\$0	\$0
Total Method of Finance			\$7,870,587	\$65,000	\$7,935,587			\$7,181,411	\$355,000	\$7,536,411				\$355,000	\$7,536,411

With my signature below, I agree to and acknowledge the Approved Budget limits described as the "Current Approved Budget" shown for each Appropriation Year above.

*Paul Mallitt*  
 Paul Mallitt, Executive Director - CSEC  
 Date: 7/27/09

*Mike Eastland*  
 Mike Eastland, Executive Director - North Central  
 Date: 7/27/09

**RECEIVED**  
 JUL 31 2009  
**CSEC**

**Attachment B**  
**Manual ALI Agreement**

North Central Texas Council of Governments

Regional 9-1-1 Program

Manual ALI Request Form

PSAP Name: \_\_\_\_\_

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

This letter is to request that the "manual ALI Query" feature be enabled at <Insert PSAP Name here>.

The 9-1-1 customer premises equipment (CPE) provided by NCTCOG has been configured to allow manual queries, and is compatible with the manual ALI query protocol of NCTCOG and the database provider. 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 PSAP 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 NCTCOG operations staff has access to a statistical report of Manual ALI Query per PSAP. Misuse of the proprietary ALI information may be cause for the termination of this feature for the PSAP.

Please mail, fax or email this form back no later than September 15, 2011 to:

North Central Texas Council of Governments

9-1-1 Program

PO Box 5888

Arlington, Texas 76005-5888

~or~

Fax: 817-640-7492

~or~

Email: [hperez@nctcog.org](mailto:hperez@nctcog.org) Subject: Interlocal Agreement-Manual ALI Agreement

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

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

8/30/2011  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**Attachment C**  
**NCTCOG Equipment Room Site Requirements**



**NCTCOG**  
**TELEPHONE EQUIPMENT ROOM AND ELECTRICAL REQUIREMENTS SUMMARY**  
(Complete specifications are attached)

Your electrician must work closely with the telephone installers to assure all room requirements are followed and completed by the equipment room ready date.

**Fire Protection:**

- Dry pipe high temperature type systems are recommended if sprinkler heads are to be located in the P.B.X. room.
- If possible, non-combustible material should be used for the room construction.

**Security Precautions:**

- You may need to extend and improve existing building security to provide adequate protection for the Meridian 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 59 to 86 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the Meridian 1, equipment room personnel and the lighting.
- For estimates on BTU output of the equipment, please consult with on site 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.
- 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 to 75 foot-candles measured 30" above the equipment room floor.

**Grounding:**

- A single point, isolated ground is required unless superceded 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:**

- The electrical service panel should be located in the equipment room.
- Voltage required is 208/120 V three phase; four wire "wye" service or 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 on the IG buss.(exact number, location and type of receptacles required will be supplied by the telephone installer)
- 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.

**Attachment D**  
**NCTCOG Host Agreement (If applicable)**

**Attachment E**  
**NCTCOG GIS Requirements**

North Central Texas Council of Governments  
Requirements for Database & GIS Maintenance  
September 1, 2011 to August 31, 2013

The County shall coordinate 9-1-1 GIS activities within the County and municipalities in the County to develop and enhance the 9-1-1 GIS coverage required for mapped ALL. The coordinator must develop, compile and maintain current, seamless Countywide coverage for street centerlines, address points, ESNs, 9-1-1 communities and city limits in both the incorporated and unincorporated areas of the County.

The County shall provide to the NCTCOG 9-1-1 GIS analyst data with 100% complete attribution for all map graphics with the following information:

- Street centerlines spatially accurate to within + or – 10 feet verified by GPS and drawn or pointing in the correct direction for the corresponding address range;
  - The following data at a minimum will be incorporated:
    - Pre-directional
    - Street Name
    - Type
    - Post Directional
    - 9-1-1 Community Boundary both left and right
    - Address Ranges (left from, right from, left to, right to)
    - ESN Boundary both left and right
    - County Boundary
- Addressed structure center points spatially accurate to within + or – 25 feet;
  - The following fields at a minimum will be incorporated:
    - Structure Number
    - Structure Street Name
    - Structure 9-1-1 Community Name
    - Latitude Coordinate
    - Longitude Coordinate
- ESN polygons spatially accurate to within + or – 50 feet of their true location
  - The following fields at a minimum will be incorporated:
    - Emergency Service Number (ESN)
    - Law Responders
    - Fire Responders
    - Medical Responders
- 9-1-1 Community polygons spatially accurate to within + or – 50 feet of their true location.
  - The following fields at a minimum will be incorporated:
    - 9-1-1 Community Name
- City Limit polygons spatially accurate to within + or – 50 feet of their true location.
  - The following fields at a minimum will be incorporated:
    - City Name

- 
- Common place points spatially accurate to within + or – 50 feet of their true location.
  - The following fields at a minimum will be incorporated:
    - Common Place Name
    - Common Place Type

The County shall send GIS data for street centerlines, address points, ESNs, 9-1-1 Communities and city limit boundaries, at least quarterly to the NCTCOG 9-1-1 Program. All files submitted to NCTCOG must be in ESRI shape file or geodatabase format.

The County shall resolve conflicts and problems related to the 9-1-1 GIS data maintained by County. If any issue regarding the GIS data arises which the County cannot resolve on its own, the County must contact NCTCOG within five business days in order to determine the best course of action to resolve the issue.

The County shall comply with NENA Standards on current and all future addressing and map data.

The County shall submit database maintenance plan and budget incorporating all NCTCOG 9-1-1 program requirements, as well as local activities, at the beginning of each fiscal year.

The County shall be responsible for submitting and maintaining quarterly budget reports with required documentation to the NCTCOG 9-1-1 Fiscal Analyst. These reports are due to the NCTCOG 9-1-1 fiscal analysts by the 10th day of each month following the end of the quarter.

The County shall at a minimum; back up weekly on a removable media all critical 9-1-1 GIS mapping files, coverage, and related data (street centerlines, address points, ESNs, and city limits) and store the removable media in a secure place.

The County will attend regularly scheduled meetings at NCTCOG.

The County shall meet all of the requirements set forth in CSEC Rule 251.9 – Guidelines for Database Maintenance.

The addressing agent shall track County commissioner's court and city council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County commissioner's court or city council takes a course of action that would interfere with or be inconsistent with the data development and maintenance procedures followed by the County, the

County must notify NCTCOG in writing within two business days in order to facilitate the development of an appropriate response.

The County shall resolve any discrepancies between GIS layer databases and the MSAG database, as determined necessary by NCTCOG through its regular validation testing. Upon correction of any identified errors, the County will notify NCTCOG 9-1-1 Program, in writing, that the discrepancies have been corrected and will be included on the next update.

The County shall resolve any discrepancies between GIS layer databases and the information displayed at the PSAP as reported by a call taker. Upon correction of any identified errors, the County will notify NCTCOG 9-1-1 Program, in writing, that the discrepancies have been corrected and will be included on the next update.

### GIS Accuracy Based Reimbursement

NCTCOG shall provide reimbursement to mapping entities in an effort to alleviate and/or severely reduce the number of MSAG to GIS database mismatching records. NCTCOG's goal is to achieve 98% accuracy within the fiscal year 2011 of the reimbursement program.

In the fiscal year 2011 the program will focus on reducing mismatching records by establishing funding levels for each county. The error rate will be broken into two categories; county and city. Quarterly targets shall be established and monitored monthly to ensure the effort is on track.

In cases where the rate of improvement does not track with achieving the 98% target, corrective action will be discussed with the county. This may include using allocated reimbursement funds to obtain outside help to meet the target.

NCTCOG's annual reimbursement to mapping entities shall be divided into four categories: Maintenance (Base), Maintenance (Variable), Remediation and Projects.

NCTCOG shall fund each category with the approximate percentage of available funds shown below:

Category	Percentage
Maintenance Base	25
Maintenance Variable	25
Remediation	40
Projects	10

### Maintenance (Base)

Each GIS entity within NCTCOG's GIS program shall continue to receive a reimbursement to support new address and streets added to the database. This is considered the Maintenance (Base) reimbursement<sup>1</sup>.

Funds from this category will be distributed equally among counties. The calculation shall be:

$$\text{Reimbursement} = \frac{\text{Category Funding Total}}{\text{Number of Counties}}$$

### Maintenance (Variable)

This category is established to provide additional reimbursement based on the number of database records.

The county shall be reimbursed based on its proportional share of the total regional records. The calculation shall be:

$$\text{Reimbursement} = \frac{\text{Record Count}}{\text{Regional Record Count}} \times \text{Category Funding Total}$$

### Remediation

The remediation category provides reimbursement for the effort required to bring the GIS databases in the county and cities within the county to the 98% accuracy objective.

The county shall be reimbursed its weighted share based on the percentage of records (including county and city databases) mismatching as of the beginning of the fiscal September 1, 2010.

$$\text{Reimbursement} = \left( \frac{\text{Record Count}}{\text{Regional Record Count}} \times \frac{\text{Mismatched Record Count}}{\text{Record Count}} \right) \times \text{Category Funding Total}$$

### Projects

Projects submitted by the counties are established to improve city database accuracy to meet the 98% objective. The process below shall be used:

1. NCTCOG shall provide database statistics to the county to include:
  - a. Total number of regional records

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<sup>1</sup> All record counts include the sum of county and city records unless otherwise specified.

- b. Total number of county records
  - c. Total number of city records within the county
  - d. Percent mismatch in the county database
  - e. Percent mismatch in the database for each city within the county
2. The county shall establish a project plan identifying city database(s) involved, the process for resolving mismatches, specific improvement targets and the process for ongoing maintenance of the data.
  3. NCTCOG shall set-up Project Kickoff meeting where the overall reimbursement plan will be presented and discussed. All counties shall be invited.
  4. The county shall execute the project plan including results in the aforementioned monthly report to NCTCOG.

NCTCOG shall monitor the county reports to determine results are on track to meet the overall objective. Should the results indicate targets are not being met, NCTCOG shall contact the county to discuss progress and a remedial plan to get back on track. This remedial plan may include utilizing funds to acquire outside assistance.

**Requirements for GIS & Database Maintenance**  
**Effective April 1, 2009**

**Introduction**

Geographic Information Systems has redefined emergency response over the last decade. It is now assumed that a 9-1-1 call placed from a traditional land-line telephone can be plotted on a map automatically and wireless callers can be pinpointed accurately. The need for accurate GIS data is even more critical because it is no longer used solely for display on a screen as a visual cue for a dispatcher to evaluate and determine the appropriate responders. GIS is now beginning to drive the actual routing of emergency calls, which before were hard-coded entries in a database. GIS has taken a lead role in defining emergency response for the coming decades.

In reviewing the National Emergency Number Association (NENA) best practices documentation<sup>1</sup>, the Texas Commission On State Emergency Communications (CSEC) Recommended Best Practices for GIS and Mapping<sup>2</sup> and the findings of a process and data audit performed by L. Robert Kimball and Associates, consultant to the 9-1-1 program, NCTCOG endorses the minimum GIS requirements and through the following paragraphs, incorporates them into the Agreement between NCTCOG and the County as an amendment.

**GIS Requirements:**

The Commission on State Emergency Communications' (CSEC) requires local addressing programs to follow the state's Recommended Best Practices for 9-1-1 GIS and Mapping<sup>2</sup>, Module VI. Map Base Layers and Data Fields, are required to be followed to meet the Minimum Map Base Layers (road network, political boundaries [incorporated cities and MSAG communities], and ESZ boundaries) and for the address structures Recommended Map Base Layer. Together, these GIS layers form the Core GIS Layers that support optimum addressing activities throughout the region. In an attempt to stay up to date and to provide as much assistance as possible, NCTCOG encourages the counties to forward this data at least quarterly to NCTCOG's 9-1-1 Program using any currently supported ESRI data format. It is suggested that the counties, at a minimum, back up the Core GIS Layers weekly.

To assure accurate and complete GIS information, it is necessary to follow CSEC's Recommended Best Practices for 9-1-1 GIS and Mapping<sup>2</sup>, Module VII. Database. Attribution of the Core GIS Layers containing address information (road network and address structures) must match the related Master Street Address Guide (MSAG) fields.

CSEC's Recommended Best Practices for 9-1-1 GIS and Mapping<sup>2</sup>, Module V. Positional Accuracy specifies the positional tolerance of map data to be within 33 feet of the actual location. NCTCOG requires that all new data be created within these recommended tolerances. Legacy data that appears to violate the positional tolerance standard when viewed against current aerial imagery shall be adjusted using the current aerial imagery or GPS (Global Positioning System) capable of satisfying the

requirements.

- **Road network:** NCTCOG strongly encourages a bi-directional capture of Street Centerlines comprising the road network. Driving both up and down each street segment in either direction will improve the accuracy of the road network that is used in all of the region's PSAPs.
- **Address structures:** Accuracy in 9-1-1 caller location and response time can be improved greatly when an address structure location is captured using a GPS. The X,Y coordinate makes for increased accuracy of Address Location Information (ALI). Methodology will include the capture of a point at the entrance of the driveway of every structure. It is highly recommended that the point later be spatially adjusted in the GIS by moving the point to the rooftop of the structure in accordance with recommendations by L.R. Kimball and Associates.

In accordance with recommendations by L.R. Kimball and Associates, NCTCOG's 9-1-1 Program requires maintenance and preservation of spatial relationships between features sharing coincident geometry. For example, Municipal Boundaries partially define Emergency Service Zone (ESZ) boundaries, and where this happens, the polygons should precisely match each other vertex-by-vertex. Another example is where segments of the road network define municipal boundaries. Where this happens, the polygon shall precisely follow the road network segments vertex-by-vertex. Other spatial relationships that must be preserved are street intersections. Where a road network segment intersects with at least one additional road network segment, all segments must converge at the same node. Likewise, road network segments must be split at the precise boundaries of counties, cities, Master Street Address Guide (MSAG) communities (if applicable), ESZ boundaries and postal boundaries, and the ends of the resulting segments must converge at the same node.

In accordance with recommendations by L.R. Kimball and Associates, NCTCOG's 9-1-1 Program requires the inclusion of driveways (with proper attribution) in the road network layer under the following circumstances: 1) the driveway is over 500 feet long, or 2) a structure that is accessed by the driveways is obscured when viewed from the road.

The County's Current Addressing Processes documentation must be available for review by county employees, elected county officials, and county residents upon request. At a minimum, the Current Addressing Processes will include:

- The County's Addressing Policy, which includes the addressing scheme and road naming conventions in use by the County
- Documentation of known violations of the County's addressing policy sufficient to abrogate the County Addressing Coordinator and NCTCOG from liability
- Updated contact information for local addressing authorities
- Addressing policies in use by other local addressing authorities within the County

NCTCOG's 9-1-1 Program strongly recommends that County permitting processes require the County Addressing Coordinator to reject proposed street names on final development plats (and optionally preliminary development plats) that are in violation of the County's Addressing Policy. Additionally, the County Addressing Coordinator shall

assign addresses on the final development plat prior to its approval. Developers shall provide the Addressing Coordinator with a paper copy of the final development plat and a geo-referenced Computer Aided Drafting (CAD) file or ESRI shape files. If changes are made to the as-built plat, they shall be communicated to the Addressing Coordinator, so that the map may be accurately revised.

NCTCOG encourages the County to maintain a list of contacts of all local addressing authorities within the county. NCTCOG's 9-1-1 Program or the County will host meetings at the County to discuss issues affecting GIS and 9-1-1 addressing, such as recent or future growth, boundary disputes, addressing practices, or aerial imagery acquisition. Meetings will be held annually at a minimum, and the County Addressing Coordinator or NCTCOG 9-1-1 Program will be responsible for sending invitations. In coordination with the NCTCOG 9-1-1 Program, the County will be responsible for setting the agenda, and documenting participation, and following up on issues raised by meeting attendees. Invitees shall include the local addressing authorities, GIS staff within cities and the County, and any other persons deemed necessary by any city, or the County.

It is recommended that communications take place regularly between the Addressing Coordinator and any relevant addressing personnel from the cities. The purpose of the meetings is to address any addressing issues that may be of concern to all parties.

Conflicts and problems related to the 9-1-1 GIS data maintained by the County shall be resolved by the County, if at all possible. If any issue regarding the GIS data arises which the County cannot resolve, the County shall contact NCTCOG for assistance in order to help determine the best course of action.

It is the County's responsibility to resolve any discrepancies between the Core GIS Layers and the information displayed at the PSAP, as reported by a call taker. Upon correction of any identified errors, the County will notify NCTCOG's 9-1-1 Program in writing that the discrepancies have been corrected and will be included in the next update.

The County shall provide city boundary updates to NCTCOG's 9-1-1 Program when they are communicated to the County.

The County is requested to annually validate and document Fire District and Emergency Medical Service boundaries, and provide updates to NCTCOG's 9-1-1 Program.

**Database Requirements:**

It is important for the County to meet all of the requirements set forth in the Texas Administrative Code TITLE 1 (Administration) PART 12 (Commission on State Emergency Communications) CHAPTER 251 (Regional Plans--Standards) RULE §251.9 Guidelines for Database Maintenance Funds<sup>3</sup>.

In accordance with CSEC Rule 251.9 – Guidelines for Database Maintenance<sup>3</sup>, the County shall submit a database maintenance plan and budget incorporating all NCTCOG 9-1-1 program requirements, as well as local activities, at the beginning of each fiscal year.

In accordance with CSEC Rule 251.9 – Guidelines for Database Maintenance<sup>3</sup>, the County will be responsible for submitting and maintaining quarterly budget reports with required documentation to NCTCOG's 9-1-1 fiscal analyst. These reports are due to NCTCOG's 9-1-1 fiscal analysts by the 10th day of each month following the end of the quarter.

The County Addressing Coordinator is strongly encouraged to attend regularly scheduled meetings at NCTCOG.

The County will resolve any discrepancies between the MSAG database and the GIS, as determined necessary by NCTCOG through its regular validation testing. Upon correction of any identified errors, the County will notify NCTCOG's 9-1-1 Program, in writing, that the discrepancies have been corrected and will be included in the next update.

The Addressing Coordinator shall track County Commissioner's Court and City Council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County Commissioner's Court or City Council takes a course of action that would interfere with or be inconsistent with the County's Current Addressing Processes, the County must notify NCTCOG in writing within two business days in order to jointly develop an appropriate response.

<sup>1</sup>[http://www.nena.org/media/File/02-014\\_20070717.pdf](http://www.nena.org/media/File/02-014_20070717.pdf)

<sup>2</sup><http://www.911.state.tx.us/files/pdfs/CSEC%20GIS%20and%20Mapping%20BP%20FINAL%20Commission%20Approved.pdf>

<sup>3</sup>[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=R&app=9&p\\_dir=&p\\_rloc=&p\\_tloc=&p\\_ploc=&pg=1&p\\_tac=&ti=1&pt=12&ch=251&rl=9](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=12&ch=251&rl=9)