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

Article 1: Parties & Purpose

1.1 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.

1.2 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.

1.3 WISE COUNTY (hereafter Local Government) is a local government that is authorized to perform addressing activities under the County Road and Bridge Act. The local government is required to perform database maintenance activities per this agreement.

1.4 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.

1.5 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:

a. 9-1-1 Equipment
   i. 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;
   ii. Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
b. Database Maintenance/GIS Equipment
   i. Computers – hardware and software
   ii. Digitizers, Printers and Plotters
   iii. Road Sign Machines and Materials
   iv. GPS Receivers and software
   v. Distance Measuring Devices (DMD)
   vi. GIS Workstations and software
c. Ancillary Equipment
   i. Uninterruptible Power Supply (UPS)
   ii. 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 Operations 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 Operations 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
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 Schedule these telecommunicators for their 9-1-1 equipment training within 120 days of their hire date.

3.26 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.

3.27 Ensure that 9-1-1 PSAP Supervisory personnel or designee attend tri-yearly 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.

3.28 Ensure that all telecommunicators have access to the NCTCOG 9-1-1 Training Website and abide by Texas Commission on Law Enforcement mandated rules and regulations for telecommunicator requirements.

3.29 Ensure that all telecommunicator attend a 9-1-1 equipment and technology refresher course every 2 years.

Facilities

3.30 Local Government shall meet minimum requirement for back room requirements. Must comply with specifications from NCTCOG (See Attachment C). Any expenses associated with this requirement are the responsibility of the PSAP.

3.31 Local Government's equipment room and 9-1-1 communications area must maintain a temperature of 65-80 degrees Fahrenheit.

3.32 Local Government's 9-1-1 equipment room and communications area shall comply with the American with Disability Act of 1990.

3.33 Local Government shall provide current access or security policies to NCTCOG.

3.34 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:

3.35 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.

3.36 Coordinate with NCTCOG in the planning for, implementation and operation of all 9- 1-1 equipment.

3.37 Monitor the 9-1-1 equipment and report any failures or maintenance issues immediately to the NCTCOG Technical Team through appropriate trouble reporting procedure.

3.38 Test all 9-1-1 and ancillary equipment for proper operation and user familiarity at least once per month.

3.39 Power cycles each 9-1-1 position at a minimum of 1 time per week.

3.40 Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per month.

3.41 Log all TDD/TTY calls, and fax copies to NCTCOG by the first of each month. If logs are not received by the 10th 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.

3.42 Limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.43 Make no changes to 9-1-1 equipment, software, or programs without prior written consent from NCTCOG.

3.44 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.

3.45 Provide a safe and healthy environment for all 9-1-1 telecommunicators, which enhance proper use and maintenance of 9-1-1 equipment.

3.46 Provide upon request any testing documentation or applicable paperwork required by CSEC and NCTCOG within 24 hours.

3.47 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.

3.48 The PSAP shall report ANI/ALI discrepancies utilizing the tools in the dispatch mapping solution provided by NCTCOG.

3.49 Incomplete ANI/ALI Problem Call Reports returned to PSAP shall be completed and faxed back to NCTCOG within 72 hours.

3.50 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 discrepancy and submitted via the dispatch mapping solution.

3.51 Medical providers and other agencies that require frequent transfers during 9-1-1 calls must have and utilize a toll free transfer number.

3.52 Notification of change in medical, law enforcement, or fire responders shall be made in writing to NCTCOG at least 45 days prior to change.

3.53 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.

3.54 Each PSAP shall submit an emergency plan for 9-1-1 communications. This plan shall be accessible to NCTCOG staff upon request.

3.55 The PSAP shall have documented procedures for the transfer of administration lines where call center evacuation is required.

3.56 Comply with NCTCOG policy and procedures for PSAP moves/changes posted the NCTCOG Website.

3.57 PSAP Agency should have adequate personnel trained and available to operate the generator when needed.

3.58 PSAP Agency shall be able to engage NCTCOG owned UPS bypass switch, where applicable.

3.59 It is recommended that PSAP Agency shall have generator tested at least monthly, and load tested at least once a year, to insure that all NCTCOG equipment remains functional.

3.60 All telecommunicators shall re-transmit all wireless calls to receive most accurate caller location.

3.61 PSAP Agency shall keep on file the proper trouble ticketing log, provided by NCTCOG, to document ticketing information when reporting to NCTCOG Tech Support issues with issues on the 9-1-1 equipment. It is not required for the PSAP Agency to turn in this report on a monthly basis, but to keep as a reference at their level. NCTCOG reserves the right to request these trouble logs at any time. Trouble ticket logs must be kept for the duration of this agreement.

3.62 The make busy shall only be activated in emergency or evacuation situations.

Performance Monitoring

3.63 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:

5.1 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.

5.2 Meet the GIS requirements (Attachment E) 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 are responsible for coordinating GIS workflows, policies and procedures with the cities in their county, as well as incorporating the GIS data in to the county datasets.

5.4 Provide NCTCOG with budgets, quarterly reports of finance.

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, which shall include all incorporated and unincorporated areas within a the county

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 it as long as doing so comply 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 NCTCOG by the 10th day of the month following the end of the quarter for salary, rent, utilities, postage, communications, supplies, travel, training, maintenance and other expenses approved by NCTCOG. Request shall be submitted to the NCTCOG 9-1-1 Fiscal Analyst.

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 GIS 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 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.

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 them. 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 which 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 J.D. Clark
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, 2015 on behalf of NCTCOG and Local Government, and it ends on August 31, 2017. 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)
Text to 9-1-1 Testing Requirements (Attachment D) where applicable
NCTCOG GIS Requirements (Attachment E)
NCTCOG Move, Add or Change Procedure (Posted on NCTCOG.ORG)

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 J.D. Clark
County Judge

8/24/15
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)

RECEIVED
SEP 11 2013
CSEC

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 service throughout the state, and North Central Texas Council of Governments ("RPC") is charged with the responsibility to provide 9-1-1 service in its region. Providing 9-1-1 service 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 Health and Safety Code Section 771.078 requires the Commission and the RPC to contract for the provision of 9-1-1 service. Per the statute and Commission Rule 251.12, *Contracts for 9-1-1 Service*, a contract must provide for:

(a) the reporting of financial information regarding administrative expenses by regional planning commissions in accordance with generally accepted accounting principles;

(b) the reporting of information regarding the current performance, efficiency, and degree of implementation of emergency communications services in each regional planning commission's service area;

(c) the collection of efficiency data on the operation of 9-1-1 answering points;

(d) standards for the use of answering points and the creation of new answering points;

(e) quarterly disbursements of money due under the Contract, except as provided by Subdivision (f);

(f) the Commission to withhold disbursement to a regional planning commission that does not follow a standard imposed by the Contract, a Commission rule, or a statute; and

(g) a means for the Commission to give an advance on a quarterly distribution under the Contract to a regional planning commission that has a financial emergency.

1.3 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, as defined in the prior section, 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 Chapter 783 (Uniform Grant and Contract Management, including Uniform Grant Management Standards [UGMS] Title 34, Part 1, Chapter 20, Subchapter I), Chapter 441, Subchapter J (Preservation and Management of Local Government Records Act), and Chapter 2260 (Resolution of Certain Contract Claims Against the State); and Texas Local Government Code Chapter 391 (Regional Planning Commissions).

2.3 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.

2.4 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 or applicable law.

2.5 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 may purchase goods or a service only if the RPC complies with the same provisions for purchasing goods or a service that are equivalent to the provisions applying to a local government, including Local Government Code Chapter 252, Purchasing and Contracting Authority of Municipalities.

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, PSAPs, and others paid from 9-1-1 funds.

5.3 The RPC shall implement and/or maintain 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 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.

6.3 The RPC shall assist the Commission in creating a comprehensive statewide 10-year equipment replacement schedule for submittal to the Legislative Budget Board no later than November 1st of each calendar year.

6.4 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 Office of the Comptroller 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.)

6.5 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 Per Health and Safety Code Section 771.078(c), the Commission will make quarterly distributions due under this Contract to the RPC. The initial quarterly distribution, made in accordance with PPS 001: *Regional Program Start Up Funding* by September 30 of each fiscal year.

7.2 If the RPC's quarterly distribution is depleted before the end of a fiscal quarter, a financial emergency funding request may be submitted by the RPC to the Commission (see Article 8. RPC Emergency Funding).

7.3 Notwithstanding initial Start Up Funding, reimbursement of expenditures reported by the RPC shall be made on a fiscal quarter basis in accordance with PPS 004: *Reimbursement of Program Expenditures.*

7.4 Per PPS 014: *Asset Inventory Reporting* and PPS 017: *Certification of Interlocal Agreements*, the Commission will not disburse any funds under this Contract prior to the receipt of (1) annual submission of the certification of assets and report on the disposition of equipment; and (2) annual certification of interlocal agreements, respectively.

7.5 Any remaining 9-1-1 funds provided by the Commission to the RPC from the prior fiscal year, ending on August 31st, shall be returned to the Commission no later than October 30th of the current fiscal year.

Article 8. RPC Emergency 9-1-1 Funding

8.1 Notwithstanding the requirements in Article 7, the Commission may distribute, in accordance with Commission PPS 005: *Emergency Funding,* allocated 9-1-1 funds to the RPC upon demonstration that a financial emergency exists that will compromise the provision 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 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 disbursement of the 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 disbursed 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 provided by the RPC.

8.4 The Commission will review the request for compliance with the current approved strategic plan and applicable law. Upon 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. The RPC's Commission-approved strategic plan, as amended, is incorporated in its entirety herein by reference only.

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, Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, PPS 033: *Regional Planning Commission Strategic Planning*, and PPS 008: *Plan Amendments*. 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.

9.6 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations is incorporated herein as Attachment A, *Recipient 9-1-1 Costs Summary*.

Article 10. Reporting Requirements

10.1 Per Health and Safety Code Section 771.078(c), the RPC shall submit financial and performance reports regarding 9-1-1 service and administration to the Commission. The RPC shall report information in accordance with applicable

law, Commission rules, and PPS'. 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 per PPS 004: *Reimbursement of Program Expenditures* and PPS 006: *Financial Expenditure Reporting*; and,

(b) information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC per PPS 013: *Quarterly Performance Reporting.*

10.2 The RPC shall be responsible for collecting and reporting efficiency data on the operation of each of the PSAPs 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 per PPS 013: *Quarterly Performance Reporting.*

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 per PPS 026: *Adding a Public Safety Answering Point.*

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 local governments to develop, maintain and regularly monitor the operation and the provision of 9-1-1 service and to develop and implement risk assessment processes in accordance with PPS 013: *Quarterly Performance Reporting*; and PPS 031: *Local Monitoring*.

13.2 When 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 Office of the Comptroller (Title 34, Part 1, Chapter 20, Subchapter I, Rule 20.432) 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 The RPC shall provide, at a minimum, the Commission with all reports and/or information as required by applicable law.

13.6 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.

13.7 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.

13.8 Any alterations, additions, or deletions to the terms of this Contract, except as provided via an approved amendment to the RPC's strategic plan, shall be made by amendment hereto in writing and executed by both parties to this Contract.

13.9 This Contract takes effect on September 1, 2013, and shall terminate on August 31, 2015.

AGREED TO:

Kelli Merriweather — 8/30/2013

Kelli Merriweather
Executive Director
Texas Commission on State Emergency Communications
333 Guadalupe, Suite 2-212
Austin, Texas 78701-3942

Date

Mike Eastland, Deputy Executive Director — 9/3/13

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

Date

Attachment B
Manual ALI Agreement

North Central Texas Council of Governments

Regional 9-1-1 Program

Manual ALI Request Form

PSAP Name: Wise County Sheriffs Office

Date: 8-24-15

This letter is to request that the "manual ALI Query" feature be enabled at Wise County Sheriffs Office.

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, 2015 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: mmartin@nctcog.org Subject: Interlocal Agreement-Manual ALI Agreement

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

Chief / Sheriff — Date: 8/24/2015

Communications Supervisor / Manager — Date: 8-25-2015

Attachment C
NCTCOG Equipment Room Site Requirements

NCTCOG

9-1-1 EQUIPMENT ROOM AND ELECTRICAL REQUIREMENTS SUMMARY

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:

- You 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 59 to 86 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the back room 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.
- 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 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:

- 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.
- 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
Text to 9-1-1 Service Agreement (If Applicable)

North Central Texas Council of Governments

Regional 9-1-1 Program

Text to 9-1-1 Service Agreement

PSAP Name: Wise County Sheriffs Office

Date: 8-24-15

The 9-1-1 customer premises equipment (CPE) provided by NCTCOG has been configured to allow Text to 9-1-1 service. The PSAP is required to conduct at least ten (10) test requests for help via text per month. These tests shall be recorded on the monthly reporting form provided by NCTCOG and are due to NCTCOG by the 5th day of each month.

NCTCOG shall provide training, best practice and implementation of this service. NCTCOG shall also assist testing and public education when requested.

The PSAP has been advised that this is an interim solution with limitations and feature will evolve as the service does.

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 service provided.

Please mail, fax, or email this form back no later than September 15, 2015 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: mmartin@nctcog.org Subject: Text to 9-1-1 Agreement

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

Chief / Sheriff — Date: 8/24/2015

Communications Supervisor / Manager — Date: 8-25-2015

Attachment E
NCTCOG GIS Requirements

North Central Texas Council of Governments

Requirements for Database & GIS Maintenance

September 1, 2015 to August 31, 2017

The 'County' shall coordinate 9-1-1 GIS activities within the county including all municipalities within the counties jurisdictional boundary to develop and enhance the 9-1-1 GIS coverage required for mapped ALI, and Next Generation 9-1-1 (NG9-1-1).

Spatial Data Layers

The 9-1-1 Addressing Coordinator must develop, compile and maintain current, seamless countywide coverage for the following layers:

I. Address Structure Points
II. Road Centerlines
III. City Boundaries
IV. County Boundaries
V. Emergency Service Zones (ESZs)
VI. Emergency Service Boundaries (ESBs) such as Fire, Law, EMS and PSAP where applicable[1]
VII. MSAG Community Boundaries
VIII. Exchange Boundaries
IX. Fire Hydrants
X. Mile Markers
XI. PSAP Point locations
XII. Zip Code Boundaries (where possible)

The County shall provide data to the NCTCOG 9-1-1 GIS Department with 100% complete attribution for all data features containing the following information:

- Road centerlines spatially accurate to within + or – 10 feet verified by GPS if possible, or digitized over spatially accurate Satellite or Aerial Imagery and drawn in the correct direction for the corresponding address range;
    - The following fields at a minimum need to be attributed:
        - Data Source
        - User ID
        - Date Modified
        - Range information (Left From, Left To, Right From, Right To, High and Low)
        - Pre-directional
        - Street Name
        - Road Type
        - Post Directional (Suffix)
        - Road Full Name
        - Road Class

[1] NCTCOG will discuss editing procedures for Emergency Service Boundaries (ESBs) with the counties. In certain cases, editing of these layers will be disabled on county datasets.

        - ESN Left and Right
        - County Left and Right
        - State Left and Right
        - MSAG Community Left and Right
        - Zip Code Left and Right
        - Exchange Boundary Left and Right
        - Maintenance Authority[2]

- Addressed Structure Points spatially accurate to within + or – 25 feet;
    - The following fields at a minimum need to be attributed:
        - Data Source
        - User ID
        - Date Modified
        - Structure Number
        - Address Prefix (if applicable)
        - Structure Road Name
        - Structure Name
        - Structure Type
        - Structure Suffix
        - Road Full Name
        - Structure Full Name
        - Structure Class (if applicable)
        - Structure Type (if applicable)
        - ESN Number
        - MSAG Community Name
        - Community Name
        - Postal Community Left and Right
        - Zip Code Left and Right
        - Exchange Boundary Left and Right
        - Maintenance Authority

- City Boundary polygons spatially accurate to within + or – 50 feet of their true location
    - The following fields at minimum need to be attributed:
        - Data Source
        - User ID
        - Date Modified
        - City Name
        - County Name

- County Boundary polygons spatially accurate to within + or – 50 feet of their true location[3]
    - The following fields at minimum need to be attributed:
        - Data Source
        - User ID
        - Date Modified
        - County Name

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[2] Source responsible for maintaining the data

[3] NCTCOG understands that this may not always be possible based on political decisions and surveyor error

- Emergency Service Boundary (ESB) polygons
  - Based on the Next Generation 9-1-1 Requirements and Industry Standards[4], accuracy is paramount when editing the spatial properties of the ESB boundaries and attributing the fields.
  - NCTCOG will need to work with each county on a case-by-case basis to resolve any spatial and attribute changes to the ESB boundaries and tables.

- Emergency Service Zone (ESZ) polygons spatially accurate to within + or – 50 feet of their true location
  - The following fields at a minimum will be attributed:
    - Data Source
    - User ID
    - Date Modified
    - Emergency Service Number (ESN)
    - ESN City Name
    - ESN County Name
    - Law Responders
    - Fire Responders
    - Medical Responders
    - PSAP Name

- 9-1-1 MSAG Community polygons spatially accurate to within + or – 50 feet of their true location.
  - The following fields at a minimum will be attributed:
    - Data Source
    - User ID
    - Date Modified
    - 9-1-1 Community Name
    - County Name

- Exchange Boundary polygons spatially accurate to within + or – 50 feet of their true location.
  - The following fields at a minimum will be attributed:
    - Data Source
    - User ID
    - Date Modified
    - Exchange Telco Name
    - Exchange Name
    - Exchange Tandem Name

[4] NENA 08-003v1 and NENA 71-501v1

Map Update Process

The County shall ensure that the 9-1-1 Child Replica Database is synchronized with the NCTCOG Parent Database on a daily basis[5] using Web / Geodata Services hosted by NCTCOG. The County shall be responsible for updating all GIS data in the county and municipalities within its jurisdiction as frequently as possible, and all incorporated municipalities on a monthly basis[6].

Quality Control

The County shall perform Quality Control on their data prior to synchronizing the 9-1-1 Child Replica Database with the NCTCOG Parent Database. The County shall resolve conflicts and problems related to the 9-1-1 GIS data maintained by the County on a daily basis and communicate issues with each of the municipalities within its jurisdiction on a monthly basis. If any issue regarding the GIS data arises in 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[7].

Data Backup

At a minimum the County shall: Maintain weekly back-up copies of critical 9-1-1 GIS data, which shall be stored on a removable media device within a secure location[8].

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[5] NCTCOG will be providing automated processes to ensure synchronization. As of July 2015, Counties will still be required to manually synchronize the database.

[6] This does not apply to municipalities that take part in direct replication with NCTCOG

[7] NCTCOG will be supplying QA/QC scripts to assist the County

[8] NCTCOG will work with each County Addressing Office to automate this backup process

GIS and Addressing Standards

The County shall comply with NENA GIS and Addressing Standards, in particular the following NENA documents can be used as a reference[9]:

- 02-014
- 02-015
- 71-501
- 08-502

The County Addressing Coordinator shall familiarize themselves with the following Next Generation 9-1-1 / i3 NENA Standards documentation:

- 08-002
- 08-751

NCTCOG will supply documentation to each County Addressing Office that will assist the County in "Workflow" processes such as Standard Operating Procedures (SOPs). This documentation will be made available to the County Addressing Office via a secure website and updated on a regular basis. The County shall review this documentation and provide changes, recommendations, or comments to NCTCOG at the end of each quarter of the Financial Year[10]

Communication and meetings

The County will attend regularly scheduled meetings at NCTCOG. NCTCOG will aim to host a 9-1-1 GIS / Addressing meeting once per quarter, either at NCTCOG's location or via virtual web technology.

The County 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 data development and maintenance procedures followed by the County, the County needs to notify NCTCOG personnel within two business days.

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[9] A full list of all NENA Standards documentation can be found here: http://www.nena.org/?page=Standards

[10] A schedule with exact dates of when to submit changes, recommendations, or comments will be sent to each County Addressing Office

North Central Texas Council of Governments

Requirements for Database & GIS Maintenance

September 1, 2015 to August 31, 2017

The 'County' shall coordinate 9-1-1 GIS activities within the county including all municipalities within the counties jurisdictional boundary to develop and enhance the 9-1-1 GIS coverage required for mapped ALI, and Next Generation 9-1-1 (NG9-1-1).

Spatial Data Layers

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VI. Emergency Service Boundaries (ESBs) such as Fire, Law, EMS and PSAP where applicable[1]
VII. MSAG Community Boundaries
VIII. Exchange Boundaries
IX. Fire Hydrants
X. Mile Markers
XI. PSAP Point locations
XII. Zip Code Boundaries (where possible)

The County shall provide data to the NCTCOG 9-1-1 GIS Department with 100% complete attribution for all data features containing the following information:

- Road centerlines spatially accurate to within + or – 10 feet verified by GPS if possible, or digitized over spatially accurate Satellite or Aerial Imagery and drawn in the correct direction for the corresponding address range;
    - The following fields at a minimum need to be attributed:
        - Data Source
        - User ID
        - Date Modified
        - Range information (Left From, Left To, Right From, Right To, High and Low)
        - Pre-directional
        - Street Name
        - Road Type
        - Post Directional (Suffix)
        - Road Full Name
        - Road Class

[1] NCTCOG will discuss editing procedures for Emergency Service Boundaries (ESBs) with the counties. In certain cases, editing of these layers will be disabled on county datasets.

        - ESN Left and Right
        - County Left and Right
        - State Left and Right
        - MSAG Community Left and Right
        - Zip Code Left and Right
        - Exchange Boundary Left and Right
        - Maintenance Authority[2]

- Addressed Structure Points spatially accurate to within + or – 25 feet;
    - The following fields at a minimum need to be attributed:
        - Data Source
        - User ID
        - Date Modified
        - Structure Number
        - Address Prefix (if applicable)
        - Structure Road Name
        - Structure Name
        - Structure Type
        - Structure Suffix
        - Road Full Name
        - Structure Full Name
        - Structure Class (if applicable)
        - Structure Type (if applicable)
        - ESN Number
        - MSAG Community Name
        - Community Name
        - Postal Community Left and Right
        - Zip Code Left and Right
        - Exchange Boundary Left and Right
        - Maintenance Authority

- City Boundary polygons spatially accurate to within + or – 50 feet of their true location
    - The following fields at minimum need to be attributed:
        - Data Source
        - User ID
        - Date Modified
        - City Name
        - County Name

- County Boundary polygons spatially accurate to within + or – 50 feet of their true location[3]
    - The following fields at minimum need to be attributed:
        - Data Source
        - User ID
        - Date Modified
        - County Name

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[2] Source responsible for maintaining the data

[3] NCTCOG understands that this may not always be possible based on political decisions and surveyor error

- Emergency Service Boundary (ESB) polygons
  - Based on the Next Generation 9-1-1 Requirements and Industry Standards[4], accuracy is paramount when editing the spatial properties of the ESB boundaries and attributing the fields.
  - NCTCOG will need to work with each county on a case-by-case basis to resolve any spatial and attribute changes to the ESB boundaries and tables.

- Emergency Service Zone (ESZ) polygons spatially accurate to within + or – 50 feet of their true location
  - The following fields at a minimum will be attributed:
    - Data Source
    - User ID
    - Date Modified
    - Emergency Service Number (ESN)
    - ESN City Name
    - ESN County Name
    - Law Responders
    - Fire Responders
    - Medical Responders
    - PSAP Name

- 9-1-1 MSAG Community polygons spatially accurate to within + or – 50 feet of their true location.
  - The following fields at a minimum will be attributed:
    - Data Source
    - User ID
    - Date Modified
    - 9-1-1 Community Name
    - County Name

- Exchange Boundary polygons spatially accurate to within + or – 50 feet of their true location.
  - The following fields at a minimum will be attributed:
    - Data Source
    - User ID
    - Date Modified
    - Exchange Telco Name
    - Exchange Name
    - Exchange Tandem Name

[4] NENA 08-003v1 and NENA 71-501v1

Map Update Process

The County shall ensure that the 9-1-1 Child Replica Database is synchronized with the NCTCOG Parent Database on a daily basis[5] using Web / Geodata Services hosted by NCTCOG. The County shall be responsible for updating all GIS data in the county and municipalities within its jurisdiction as frequently as possible, and all incorporated municipalities on a monthly basis[6].

Quality Control

The County shall perform Quality Control on their data prior to synchronizing the 9-1-1 Child Replica Database with the NCTCOG Parent Database. The County shall resolve conflicts and problems related to the 9-1-1 GIS data maintained by the County on a daily basis and communicate issues with each of the municipalities within its jurisdiction on a monthly basis. If any issue regarding the GIS data arises in 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[7].

Data Backup

At a minimum the County shall: Maintain weekly back-up copies of critical 9-1-1 GIS data, which shall be stored on a removable media device within a secure location[8].

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[5] NCTCOG will be providing automated processes to ensure synchronization. As of July 2015, Counties will still be required to manually synchronize the database.

[6] This does not apply to municipalities that take part in direct replication with NCTCOG

[7] NCTCOG will be supplying QA/QC scripts to assist the County

[8] NCTCOG will work with each County Addressing Office to automate this backup process

GIS and Addressing Standards

The County shall comply with NENA GIS and Addressing Standards, in particular the following NENA documents can be used as a reference[9]:

- 02-014
- 02-015
- 71-501
- 08-502

The County Addressing Coordinator shall familiarize themselves with the following Next Generation 9-1-1 / i3 NENA Standards documentation:

- 08-002
- 08-751

NCTCOG will supply documentation to each County Addressing Office that will assist the County in "Workflow" processes such as Standard Operating Procedures (SOPs). This documentation will be made available to the County Addressing Office via a secure website and updated on a regular basis. The County shall review this documentation and provide changes, recommendations, or comments to NCTCOG at the end of each quarter of the Financial Year[10]

Communication and meetings

The County will attend regularly scheduled meetings at NCTCOG. NCTCOG will aim to host a 9-1-1 GIS / Addressing meeting once per quarter, either at NCTCOG's location or via virtual web technology.

The County 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 data development and maintenance procedures followed by the County, the County needs to notify NCTCOG personnel within two business days.

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[9] A full list of all NENA Standards documentation can be found here: http://www.nena.org/?page=Standards

[10] A schedule with exact dates of when to submit changes, recommendations, or comments will be sent to each County Addressing Office