



**North Central Texas Emergency Communications District  
Board of Managers Meeting**

June 6, 2019  
12:30 PM

NCT9-1-1 Offices  
600 Six Flags Drive  
Arlington, Texas  
Centerpoint III, 2<sup>nd</sup> Floor, 9-1-1 Training Room A

**REGULAR SESSION**

- Call to order time: \_\_\_\_\_
- Pledge to the United States and Texas Flags
- Welcome and Introductions

**ACTION ITEMS**

1. Approval of March 7, 2019, Minutes – Christy Williams
2. Resolution Authorizing NCTCOG to Invest Funds on Behalf of NCT9-1-1 – Randy Richardson
3. Resolution Approving a Contract with 911Datamaster, Inc. for Automatic Location Database Software Services – LeAnna Russell
4. Resolution Approving the GIS Disbursement Maintenance Model – Rodger Mann
5. Resolution Authorizing Agreements with Public Safety Answering Points (PSAPs) for 9-1-1 Service and Counties for Local Addressing and GIS Services – Christy Williams
6. Resolution Adopting NCT9-1-1 Policy on Third-Party Access to Telecommunications Towers – Christy Williams

**INFORMATIONAL ITEMS**

7. CSEC Funding Closeout Update – Christy Williams
8. Mitigation Report Overview – Christy Williams
9. Legislative Update – Christy Williams
10. Director's Report – Christy Williams



11. Quarterly Financial Report – Randy Richardson
12. FY 2020 Proposed Budget Overview – Randy Richardson

OTHER BUSINESS

13. Other Business
14. Adjourn

Next meeting: September 5, 2019



**NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT  
9-1-1 BOARD OF MANAGERS MEETING**

Minutes - March 7, 2019

9-1-1 Training Center Room A

600 Six Flags Drive

Arlington, Texas

President Stephen Terrell called the regular meeting of the NCT9-1-1 Board of Managers to order at 12:30 PM on March 7, 2019.

**Members of the Board Present:**

1. Stephen Terrell – President, Mayor, City of Allen
2. Jerry Stringer – Vice-President, Commissioner, Johnson County
3. Roger Deeds – Secretary, Sheriff, Hood County
4. Kerry Crews – Justice of the Peace #2, Hunt County
5. Danny Chambers – County Judge, Somervell County
6. Pat Deen – County Judge, Parker County
7. Harold Eavenson – Sheriff, Rockwall County
8. Jeff Hodges – Councilmember, City of Prosper
9. Shane Long – County Judge, Palo Pinto County
10. La'Shadion Shemwell – Councilmember, City of McKinney
11. Randy Stinson – Commissioner, Ellis County

**Members of the Board Absent:**

12. N. Lane Akin – Sheriff, Wise County
13. Matt Coates – Sheriff, Erath County
14. Steven Gorwood – Mayor, City of Balch Springs
15. Hal Richards – County Judge, Kaufman County
16. Jim Skinner – Sheriff, Collin County
17. Will Sowell – Councilmember, City of Frisco

**Members of the Staff Present:**

18. Mike Eastland – Executive Director
19. Monte Mercer – NCTCOG Deputy Executive Director
20. Christy Williams – Director of 9-1-1
21. David Dean – 9-1-1 GIS Data Supervisor
22. Sherry Decker – 9-1-1 Operations Manager
23. Clay Dilday – 9-1-1 Technology Manager
24. Steven Gorena – 9-1-1 Field Support Supervisor

25. Rodger Mann – 9-1-1 GIS Manager
26. Hilaria Perez – 9-1-1 Administrative Program Coordinator
27. James Powell – Deputy Counsel for NCT9-1-1
28. Josh Rawls – 9-1-1 Project Specialist
29. Molly Rendon – NCTCOG Assistant Director of Finance
30. Randy Richardson – NCTCOG Senior Fiscal Manager
31. LeAnna Russell – 9-1-1 Data Supervisor
32. Jessie Shadowens-James – 9-1-1 Project Supervisor
33. Jason Smith – 9-1-1 Operations Supervisor
34. Antonio Thompson – Temporary 9-1-1 Administrative Assistant

**Visitors Present:**

35. Rebecca Charles – 9-1-1 Addressing Coordinator, Ellis County Sheriff's Office
36. Jenni Fasulo – Telecommunicator, Ellis County Sheriff's Office
37. Vance Hinds – Assistant County and District Attorney, Ellis County
38. Christopher Perepiczka – Captain, Collin County Sheriff's Office
39. Carla Rolland – Telecommunicator, Ellis County Sheriff's Office

**REGULAR SESSION**

**Action:**

**Item 1 Approval of January 24, 2019, Minutes**

President Stephen Terrell stated the first item on the agenda was approval of the minutes from the January 24, 2019, Board meeting.

Attachment A

Upon motion made by Councilman La'Shadion Shemwell (seconded by Sheriff Harold Eavenson), and by unanimous vote of all members present, the Board approved the minutes of the January Board of Managers meeting.

**Item 2 Appointments to the NCT9-1-1 Strategic Advisory Committee**

Christy Williams presented the recommended slate of appointments to the NCT9-1-1 Strategic Advisory Committee. The NCT9-1-1 Strategic Advisory Committee will advise on programmatic strategy, whereas the Board deals with policy. The primary purpose of the Strategic Advisory Committee is to foster cooperation, collaboration, planning, development, and the implementation of regional plans for NCT9-1-1. NCT9-1-1 staff selected appointees based on their area of expertise. The committee will be made up of members from the Public Safety Answering Points (PSAP), Emergency Management, Geographic Information Systems (GIS), Information Technology (IT), Fire, and Emergency Medical Services (EMS). Former Regional Advisory Committee members who were not eligible to serve on the NCT9-1-1 Executive Board of Managers were also offered positions on the NCT9-1-1 Strategic Advisory Committee. This committee will be informal with no bylaws or voting rights, but that can change at the discretion of the Board.

Attachment B

Upon a motion from Secretary Roger Deeds (seconded by Councilmember Jeff Hodges), and by unanimous vote of all members present, the Board approved the appointments to the NCT9-1-1 Strategic Advisory Committee.

The appointees are as follows:

**POLICE**

1. Lance Arnold – Chief of Police, City of Weatherford
2. Bobby Mendez – Chief of Police, City of Dublin
3. Steve Smith – Chief Deputy, Hood County

**FIRE**

4. Mark Poindexter – Firefighter, City of Rockwall
5. Mark Metdker – Fire Chief, City of Celina

**MEDICAL**

6. Thomas Stidham – Emergency Medical Coordinator Supervisor, North Central Texas Trauma Regional Advisory Council
7. Traci Becker – PSAP Supervisor/Paramedic, LifeCare EMS

**EMC**

8. Steve Howie – Emergency Manager, Kaufman County

**PSC CHAIR**

9. Christine Wirth – Support Service Manager/PSAP Supervisor Committee Chair, City of Seagoville

**PSAP MANAGER-URBAN/RURAL**

10. Shellie Taylor – Communications Manager, City of Allen
11. Brenda Reynolds – Dispatch Supervisor, City of Mineral Wells

**GIS COORDINATOR URBAN/RURAL**

12. Bret Fenster – GIS Manager, Collin County
13. Cindy Stafford – 9-1-1 Addressing / GIS Administrator, Hood County

**INFORMATIONAL TECHNOLOGY**

14. Aaron Irwin – I.T. Administrator Public Safety, City of Allen

**RAC CARRYOVER**

15. Michael Baldwin – Chief of Police, City of Hudson Oaks
16. Melanie Cagle – Captain, Navarro County
17. Dwayne Griffin – Chief Deputy, Somervell County
18. Craig Johnson – Chief Deputy, Wise County
19. Pam Palmisano – Commander, Collin County
20. Carl Smith – Chief of Police, City of Midlothian

**Item 3 Resolution Adopting NCT9-1-1 Policy on Third-Party Access to Telecommunications Towers**

Christy Williams asked for approval of the NCT9-1-1 policy on third-party access to telecommunications towers. Over the past two years, NCT9-1-1 built a microwave network for 9-1-1 call delivery which included the construction of telecommunications towers. Interlocal agreements were executed for each of these towers and included the ability for third-party vendors to add equipment to the NCT9-1-1 towers. The revenue generated from the third parties would be for cost recovery and to cover maintenance of the towers.

Attachment C

Motion made by Commissioner Jerry Stringer (seconded by Judge Kerry Crews) to table this item until the language of the policy and interlocal agreement is clarified.

## **INFORMATIONAL ITEMS**

### **Item 4 GIS Disbursement/Maintenance Model Presentation**

Rodger Mann and David Dean presented an overview of the current GIS disbursement and maintenance model including concerns presented by some addressing coordinators. Staff will meet with the county addressing coordinators and will bring back a new model to the June Board of Managers meeting for consideration.

### **Item 5 Quarterly Financial Report**

Christy Williams reported on the status of the budget for the quarter. The current budget format does not present a clear picture because the first portion of the fiscal year was in the Commission on State Emergency Communications (CSEC) format and NCT9-1-1 is transitioning to a new budget format. The preliminary fiscal year 2020 budget will be presented at the June Board of Managers meeting. A Board of Managers budget workshop will also be scheduled for interested Board members.

Attachment D

The Board was also briefed on the CSEC funding closeout and transition from the state program to a district. The Board was advised that CSEC denied a large part of the obligated funds.

### **Item 6 Legislative Update**

Christy Williams provided a legislative update. The Texas 9-1-1 Alliance took legislation forward about the use of unmanned aerial systems (UAS) for addressing activities, House Bill 3164. The Board will be provided an update at the June Board of Managers meeting. NCT9-1-1 staff attended the Texas NENA 9-1-1 Goes to Austin and met with several State Representatives on this house bill.

### **Item 7 Director of 9-1-1 Report**

1. Christy Williams advised that a Board of Managers Orientation and Training will be held at the next Board of Managers meeting in June. This will be a two hour training will be held on Thursday, June 6, 2019, at 10:00 AM.
2. The Board will be provided a preliminary overview of the fiscal year 2020 budget in June. A workshop will be scheduled prior to staff requesting approval at the September Board meeting.
3. There were four service interruptions that occurred in the last quarter of 2018. After action reports were done following the event. In response to these service interruptions, staff initiated a mitigation project. Two third-party companies are working with staff to create a mitigation report to be presented at the June Board meeting.
4. A highlight of staff accomplishments from the previous quarter was provided.  
Attachment E
5. The Quarterly Performance Report was provided in the Board packet and a new format is being created.  
Attachment F

6. All Board correspondence will be sent from Christy Williams. Instructions on the electronic invitations were provided. Firewalls may block invitations, so members were asked to make sure that they are getting invitations. Staff will send out a second calendar invitation to make sure that all members have notification of the meeting.
7. Christy Williams advised that a new interlocal agreement was sent out to cover the short time frame from the creation date of the district through the end of the fiscal year. There were questions and concerns about the new agreements. As our commitment to increase engagement with the end users, NCT9-1-1 staff will be hosting workshops to go over the agreement.

A motion to adjourn the meeting was made by Secretary Roger Deeds (and seconded by Councilmember Jeff Hodges). There being no other business, President Stephen Terrell adjourned the meeting at 2:20 PM.

Approved by:

Reviewed by:

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Stephen Terrell  
President, NCT9-1-1 Board of Managers  
Mayor, City of Allen

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Roger Deeds  
Secretary, NCT9-1-1 Board of Managers  
Sheriff, Hood County



**North Central Texas Emergency Communications District**

**Item # 2019-06-02**

Meeting Date: June 6, 2019

Submitted By: Randy Richardson  
NCTCOG Fiscal Manager

Item Title: Resolution Authorizing the North Central Texas Council of Governments to Invest Funds on Behalf of the North Central Texas Emergency Communications District

The North Central Texas Emergency Communications District (NCT9-1-1) was created pursuant to Chapter 772, Subchapter H, of the Texas Health and Safety Code as amended by the 84th Legislature, through the passage of resolutions by County Commissioners Courts and City Councils within the NCT9-1-1 area. Furthermore, Texas Health and Safety Code Sec. 772.609 established that the North Central Texas Council of Governments (NCTCOG) shall be the fiscal and administrative agent of NCT9-1-1.

The NCTCOG, acting as fiscal and administrative agent, provides services on behalf of NCT9-1-1 such as the following:

- accounting and reporting
- procurement
- accounts payable\receivable
- human resource functions
- payroll functions
- coordination of annual independent financial audit
- facilities coordination
- provision of a depository and investment function

Staff considers the investment of funds on behalf of NCT9-1-1 consistent with other functions included in its role as fiscal and administrative agent. Therefore, staff recommends that NCTCOG invests available NCT9-1-1 funds on its behalf. Funds will be tracked and reported separately from NCTCOG funds, according to NCTCOG investment policies and procedures. This is intended to satisfy the requirements of the Texas Public Funds Investment Act.

A draft resolution authorizing NCTCOG to invest funds on behalf of NCT9-1-1 is attached for Board consideration.

I will provide a brief presentation and be available to answer any questions at the Board meeting.





**RESOLUTION AUTHROIZING THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS TO INVEST FUNDS ON BEHALF OF THE NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT**

**WHEREAS**, the North Central Texas Emergency Communications District (NCT9-1-1) was created pursuant to Chapter 772, Subchapter H, of the Texas Health and Safety Code as amended by the 84th Legislature, through the passage of resolutions by County Commissioners Courts and City Councils within the NCT9-1-1 service area; and,

**WHEREAS**, the NCT9-1-1 service area consists of Collin, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, and Wise counties, as well as the Dallas County cities of Balch Springs, Cockrell Hill, Sachse, Seagoville, and Wilmer; and,

**WHEREAS**, NCT9-1-1 is a political subdivision of the State and carries out essential governmental functions related to the provisioning of emergency communications services; and,

**WHEREAS**, NCT9-1-1 is engaged in the planning, implementation, and maintenance of an emergency 9-1-1 system for more than 40 Public Safety Answering Points within its 9-1-1 service area; and,

**WHEREAS**, Texas Health and Safety Code Sec. 772.609 established that the North Central Texas Council of Governments (NCTCOG) shall be the fiscal and administrative agent on behalf of NCT9-1-1; and,

**WHEREAS**, NCTCOG, acting as fiscal and administrative agent, provides services on behalf of NCT9-1-1 such as accounting and reporting, procurement, accounts payable\receivable, human resources, payroll functions, coordination of annual independent financial audit, facilities coordination, provision of a depository, and investment functions; and,

**WHEREAS**, staff recommends that the NCTCOG invest available NCT9-1-1 funds on behalf of NCT9-1-1 in accordance with NCTCOG’s investment policies and procedures.

**NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:**

**Section 1.** The NCT9-1-1 Board of Managers authorizes NCTCOG to invest available NCT9-1-1 funds on behalf of NCT9-1-1 in accordance with NCTCOG’s investment policies and procedures.

**Section 2.** The Executive Director or designee is authorized to execute agreements necessary to carry out the initiatives described herein, in the name of the North Central Texas Emergency Communications District.

**Section 3.** This resolution shall be in effect immediately upon its adoption.

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Stephen Terrell  
North Central Texas Emergency Communications District  
Mayor, City of Allen

I hereby certify that this Resolution was adopted by the Board of Managers of the North Central Texas Emergency Communications District on June 6, 2019.

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Roger Deeds  
North Central Texas Emergency Communications District  
Sheriff, Hood County



**North Central Texas Emergency Communications District**

**Item # 2019-06-03**

Meeting Date: June 6, 2019

Submitted By: LeAnna Russell  
9-1-1 Data Supervisor

Item Title: Resolution Approving a Contract with 911Datamaster, Inc. for Automatic Location Database Software Services

In February 2015, the North Central Texas Council of Governments (NCTCOG) Executive Board authorized a contract with 911Datamaster, Inc. for an Automatic Location Database platform as part of the Greater Harris County 9- 1-1 Network (GHC9-1-1). Utilizing the 911Datamaster, Inc. platform has allowed the NCT9-1-1 Program to maintain the regional E9-1-1 data, while making strides in quality assurance of the data received by service providers, as well as moving forward with a geographic master street address guide.

The original agreement was signed in March 2015, with an optional renewal on the software license agreement. With the creation of the North Central Texas Emergency Communications District (NCT9-1-1), a new software license agreement needs to be executed. The annual cost of these services is approximately \$160,000.

A draft resolution authorizing a contract with 911Datamaster, Inc. for a maximum five (5) year term and in an amount not to exceed \$850,000 is attached for consideration.

I will be available to answer any questions at the Board meeting.



Item # 2019-06-03

**RESOLUTION APPROVING A CONTRACT WITH 911DATAMASTER, INC. FOR AUTOMATIC LOCATION DATABASE SOFTWARE SERVICES**

**WHEREAS**, the North Central Texas Emergency Communications District (NCT9-1-1) was created pursuant to Chapter 772, Subchapter H, of the Texas Health and Safety Code as amended by the 84th Legislature, through the passage of resolutions by County Commissioners Courts and City Councils within the NCT9-1-1 service area; and,

**WHEREAS**, the NCT9-1-1 service area consists of Collin, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, and Wise counties, as well as the Dallas County cities of Balch Springs, Cockrell Hill, Sachse, Seagoville, and Wilmer; and,

**WHEREAS**, NCT9-1-1 is a political subdivision of the State and carries out essential governmental functions related to the provisioning of emergency communications services; and,

**WHEREAS**, NCT9-1-1 is engaged in the planning, implementation, and maintenance of an emergency 9-1-1 system for more than 40 Public Safety Answering Points within its 9-1-1 service area; and,

**WHEREAS**, NCT9-1-1 requires access to the Automatic Location Database platform to maintain and ensure the quality of its regional E9-1-1 data; and,

**WHEREAS**, NCT9-1-1 has complied with federal and state regulations regarding contract and procurement proceedings for this Procurement #2015-06.

**NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:**

**Section 1.** A contract between NCT9-1-1 and 911Datamaster, Inc., for automatic location database software services for a maximum five (5) year term and in an amount not to exceed \$850,000 be and is hereby approved.

**Section 2.** The Executive Director or designee is authorized to execute necessary agreements to carry out the initiatives described herein in the name of the North Central Texas Emergency Communications District.

**Section 3.** This resolution shall be in effect immediately upon its adoption.

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Stephen Terrell  
North Central Texas Emergency Communications District  
Mayor, City of Allen

I hereby certify that this Resolution was adopted by the Board of Managers of the North Central Texas Emergency Communications District on June 6, 2019.

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Roger Deeds  
North Central Texas Emergency Communications District  
Sheriff, Hood County



**North Central Texas Emergency Communications District**

**Item # 2019-06-04**

Meeting Date: June 6, 2019

Submitted By: Rodger Mann  
9-1-1 GIS Manager

Item Title: Resolution Approving the Geographic Information Systems (GIS) Disbursement Maintenance Model

The North Central Texas Emergency Communications District (NCT9-1-1) has a voluntary program to provide addressing reimbursement funds as a benefit to member addressing authorities. In order to allocate these funds in a fair and equitable manner, a disbursement methodology must be adopted.

In partnership with the regional 9-1-1 Addressing Authorities, NCT9-1-1 staff updated the previous Disbursement Maintenance Model to formulate an improved methodology and criteria. The model factors in GIS data accuracy and data conformity metrics to determine financial reimbursement. All addressing authorities had the opportunity to participate in the development and support of the proposed disbursement model.

As this is a new model, staff recommends reviewing its effectiveness and the need for any potential modifications after one year. Subsequently, it is anticipated changes to the model will be made to coincide with the bi-annual execution of Interlocal Agreements for local addressing and GIS services.

A draft resolution approving the 2020 GIS Disbursement Maintenance Model is attached for Board consideration.

I will be available to answer any questions at the Board meeting.



Item # 2019-06-04

**RESOLUTION APPROVING THE GEOGRAPHIC INFORMATION SYSTEMS (GIS) DISBURSEMENT MAINTENANCE MODEL**

**WHEREAS**, the North Central Texas Emergency Communications District (NCT9-1-1) was created pursuant to Chapter 772, Subchapter H, of the Texas Health and Safety Code as amended by the 84th Legislature, through the passage of resolutions by County Commissioners Courts and City Councils within the NCT9-1-1 service area; and,

**WHEREAS**, the NCT9-1-1 service area consists of Collin, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, and Wise counties, as well as the Dallas County cities of Balch Springs, Cockrell Hill, Sachse, Seagoville, and Wilmer; and,

**WHEREAS**, NCT9-1-1 is a political subdivision of the State and carries out essential governmental functions related to the provisioning of emergency communications services; and,

**WHEREAS**, NCT9-1-1 is engaged in the planning, implementation, and maintenance of an emergency 9-1-1 system for more than 40 Public Safety Answering Points within its 9-1-1 service area; and,

**WHEREAS**, NCT9-1-1 requires accurate GIS data to route 9-1-1 calls including correct site structure addressing points; and,

**WHEREAS**, based on funding availability, NCT9-1-1 includes a budget line for addressing reimbursement as an additional benefit to the addressing authorities; and,

**WHEREAS**, it is necessary to have a disbursement methodology to dispense the available funding; and,

**WHEREAS**, staff recommends the attached disbursement maintenance model for approval.

**NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:**

**Section 1.** The NCT9-1-1 Board of Managers approves the 2020 GIS Disbursement Maintenance Model.

**Section 2.** The Executive Director or designee is authorized to execute agreements and disburse funds to carry out the initiatives described herein.

**Section 3.** This resolution shall be in effect immediately upon its adoption.

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Stephen Terrell  
North Central Texas Emergency Communications District  
Mayor, City of Allen

I hereby certify that this Resolution was adopted by the Board of Managers of the North Central Texas Emergency Communications District on June 6, 2019.

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Roger Deeds  
North Central Texas Emergency Communications District  
Sheriff, Hood County



## North Central Texas Emergency Communications District GIS Disbursement Maintenance Model

### Overview

9-1-1 Addressing Authorities are responsible for providing the accurate geospatial data that is used by NCT9-1-1 to route<sup>1</sup> emergency calls to the correct Public Safety Answering Point (PSAP), and to aid First Responders in locating callers in an emergency. Misrouted calls can extend the service call time by several minutes or delay locating callers and therefore potentially lead to loss of life or property.

It is imperative to the NCT9-1-1 mission that the Geographic Information Systems (GIS) data used to route emergency service calls be as reliable and accurate as possible at any given time. The mission-critical properties of the GIS data are the premise for the generation of the GIS Disbursement Maintenance Model. NCT9-1-1 has set aside annually a target amount that each 9-1-1 Addressing Authority is capable of receiving based on the level of accuracy of the data they provide to NCT9-1-1. This amount is the maximum annual performance incentive amount.

### The Model

Each County is allotted a maximum annual performance incentive amount of \$30,770, except for Collin County which is allotted a maximum annual performance amount of \$50,770.

Performance incentives amounts are calculated quarterly based on the percent of critical\* errors of all site/structure addressing points (SSAPs) in the 9-1-1 Addressing Authority's area of responsibility.

\*Critical errors are defined as errors that cause, or have a potential of causing, a critical fault in the routing of an 9-1-1 emergency service request call to the correct PSAP.

The following GIS features are considered "critical":

- Duplicate SSAP (Site Structure Address Point)
- SSAP No Value (no attribution in feature)
- Road Centerline (RCL) Range Overlaps
- RCL No Value (no attribution in feature)
- Boundary Topology Overlaps (Emergency Service Boundaries and jurisdictional boundaries)
- Boundary Topology Gaps (Emergency Service Boundaries and jurisdictional boundaries)

There are five performance tiers that allow for different levels of performance equating to different amounts of incentive the 9-1-1 Addressing Authority will receive for that quarter. A formula is used to determine the "workload" of Addressing Authorities and is defined as the total number of critical errors divided by the total number of Site Structure Address Points. The outcome of the formula places the Addressing Authority in the respective tier.

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<sup>1</sup> NCT9-1-1 routes landline and VoIP calls using geospatial data. Future standards require all calls, including wireless, to use geospatial data to route emergency calls.



Performance incentive amounts are calculated each quarter using the following method:

Tier 1 = (# of critical errors / # SSAPs)  $\leq$  .2% or .002 – Receive full annual incentive amount

Tier 2 = (# of critical errors / # SSAPs)  $\leq$  .4% or .004 – Receive 90% of annual incentive amount

Tier 3 = (# of critical errors / # SSAPs)  $\leq$  .6% or .006 – Receive 80% of annual incentive amount

Tier 4 = (# of critical errors / # SSAPs)  $\leq$  .8% or .008 – Receive 70% of annual incentive amount

Tier 5 = (# of critical errors / # SSAPs)  $>$  .8% or .008 – Receive no incentive amount

The aggregate of the incentive is divided by four to equate to a quarterly distribution.

### **Fix-it Period**

NCT9-1-1 recognizes that unforeseen circumstances can lead to rare occurrences where error rates are inflated. For instance, when there is an unexpected influx of new data into a county's GIS database just before the Quality Control processes are completed, the error rate may inadvertently spike. NCT9-1-1 will grant a "fix-it period" when a 9-1-1 Addressing Authority's incentive tier is downgraded. This "fix-it period" will be the next full quarter after an incentive tier downgrade. In this instance the tier status will drop, but the performance incentive will remain congruent with the prior tier amount. If the error rate remains in the same tier or is further downgraded, a reduction in the tier incentive amount will immediately take effect the following quarter. The incentive amount will not increase until the next quarter that the error rate is sufficiently improved.



**North Central Texas Emergency Communications District**

**Item # 2019-06-05**

Meeting Date: June 6, 2019

Submitted By: Christy Williams  
Director of 9-1-1

Item Title: Resolution Authorizing Agreements with Public Safety Answering Points (PSAPs) for 9-1-1 Service and Counties for Local Addressing and GIS Services

The North Central Texas Emergency Communications District (NCT9-1-1) provides regional 9-1-1 service utilizing a network of 43 member PSAPs. In order to provide such services, NCT9-1-1 requires each PSAP to enter into an agreement outlining the responsibilities of both parties to ensure proper operation and maintenance of the systems utilized for the provision of 9-1-1 emergency communications services.

NCT9-1-1 also provides GIS services to its member counties. In addition to these services and when funding allows, NCT9-1-1 provides member counties disbursements in exchange for maintaining accurate addressing data. To manage these services and maintenance disbursements, NCT9-1-1 requires each county to enter into an agreement outlining the responsibilities of each party.

In an effort to ensure transparency and work in partnership with the affected jurisdictions, NCT9-1-1 invited programmatic staff from the PSAPs and counties to participate in the review process. Workshops were held in April 2019 that included a line-by-line review of the agreements. Updated drafts were circulated and more than thirty (30) days was given for PSAP and county staff to route the draft agreements through their respective internal processes. Feedback was due in early May and all comments and suggested revisions received were given full consideration. Where possible, edits were made to the agreement to accommodate requests. Final versions of both ILAs are attached (Attachments C and D) for your reference.

The term of the agreements will be October 1, 2019, through September 30, 2021.

A draft resolution authorizing agreements with NCT9-1-1 PSAPs and County Addressing Authorities, in the form of Attachments C and D, is attached for Board consideration.

I will provide a brief presentation and be available to answer any questions at the Board meeting.





Item # 2019-06-05

**RESOLUTION AUTHORIZING AGREEMENTS WITH PUBLIC SAFETY ANSWERING POINTS (PSAPS) FOR 9-1-1 SERVICE AND COUNTIES FOR LOCAL ADDRESSING AND GIS SERVICES**

**WHEREAS**, the North Central Texas Emergency Communications District (NCT9-1-1) was created pursuant to Chapter 772, Subchapter H, of the Texas Health and Safety Code as amended by the 84th Legislature, through the passage of resolutions by County Commissioners Courts and City Councils within the NCT9-1-1 service area; and,

**WHEREAS**, the NCT9-1-1 service area consists of Collin, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, and Wise counties, as well as the Dallas County cities of Balch Springs, Cockrell Hill, Sachse, Seagoville, and Wilmer; and,

**WHEREAS**, NCT9-1-1 is a political subdivision of the State and carries out essential governmental functions related to the provisioning of emergency communications services; and,

**WHEREAS**, NCT9-1-1 is engaged in the planning, implementation, and maintenance of an emergency 9-1-1 system for more than 40 Public Safety Answering Points within its 9-1-1 service area; and,

**WHEREAS**, an agreement is required between NCT9-1-1 and member PSAPs to govern the provisioning of 9-1-1 emergency communications services ; and,

**WHEREAS**, an agreement is required between NCT9-1-1 and member counties to govern the provisioning of GIS services and govern the disbursement of funds for GIS county addressing ; and,

**WHEREAS**, the term of the agreements will be October 1, 2019, through September 30, 2021.

**NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:**

**Section 1.** The NCT9-1-1 Board of Managers authorizes agreements with member PSAPs and counties to manage the respective 9-1-1 and related services in substantially the same form as Attachments C and D.

**Section 2.** The Executive Director or designee is authorized to execute agreements necessary to carry out the initiatives described herein, in the name of the North Central Texas Emergency Communications District.

**Section 3.** This resolution shall be in effect immediately upon its adoption.

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Stephen Terrell  
North Central Texas Emergency Communications District  
Mayor, City of Allen

I hereby certify that this Resolution was adopted by the Board of Managers of the North Central Texas Emergency Communications District on June 6, 2019.

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Roger Deeds  
North Central Texas Emergency Communications District  
Sheriff, Hood County



**INTERLOCAL AGREEMENT BETWEEN THE  
NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT AND  
[Company]  
FOR REGIONAL 9-1-1 SERVICE**

**Section 1: Parties and Purpose**

- 1.1.** The North Central Texas Emergency Communications District (hereinafter “NCT9-1-1”) is a regional emergency communications district and a political subdivision of the State of Texas organized under the Texas Health and Safety Code, Subchapter H, Chapter 772, as amended. NCT9-1-1 develops an annual budget to operate and maintain 9-1-1 service within the district.
- 1.2.** [Company] (hereinafter “Public Agency”) is a local government that operates a Public Safety Answering Point (“PSAP”) that participates in NCT9-1-1 as authorized by Texas Health and Safety Code Chapter 772.
- 1.3.** This Interlocal Agreement is entered into between NCT9-1-1 and Public Agency pursuant to Texas Government Code Chapter 791 so that NCT9-1-1 can operate and maintain the systems utilized for the provision of 9-1-1 emergency communications services. For purposes of carrying out NCT9-1-1’s duties and obligations under this agreement, the parties understand and agree that references to NCT9-1-1 includes its employees, officers, directors, volunteers, agents (including North Central Texas Council of Governments, hereinafter “NCTCOG”), and their representatives individually, officially, and collectively.

**Section 2: Rights and Duties of the Public Agency**

The Public Agency will:

**2. 1 Financial/Insurance**

2.1.1 Return or reimburse NCT9-1-1 any 9-1-1 funds used in noncompliance with applicable laws and/or rules within 60 days after the discovery of noncompliance and notice to the Public Agency of such noncompliance, unless an alternative repayment plan is approved, in writing, by both parties.

2.1.2 Reimburse NCT9-1-1 for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by Public Agency employees or other persons granted access to the PSAP, as well as acts of force majeure. This provision does not include ordinary wear and tear or day-to-day use of the equipment.

2.1.3 Maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to Public Agency and all 9-1-1 funds spent by such Public Agency for 9-1-1 service, with specific detail for 9-1-1 funds received.

2.1.4 Purchase and maintain adequate insurance policies on all 9-1-1 equipment in amounts enough to provide for the full replacement of such equipment in cases of loss due to anything other than daily use and normal wear



and tear. Public Agency shall name NCT9-1-1 and NCTCOG, including their representatives and agents, as an additional insured or equivalent under the Public Agency's general liability insurance policy or membership agreement in any governmental risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that NCT9-1-1 and/or NCTCOG may seek coverage upon demand by NCT9-1-1 and/or NCTCOG in the event of a covered claim. Public Agency shall provide proof of coverage at the request of NCT9-1-1.

## **2.2 Equipment and Inventory**

2.2.1 Report any lost, stolen, or nonfunctioning equipment in writing to NCT9-1-1 immediately upon discovery.

2.2.2 Notify NCT9-1-1 in writing 30 days in advance of disposition of equipment due to obsolescence, failure, or other planned replacement.

## **2.3 Security**

2.3.1 Protect all NCT9-1-1 provided equipment by implementing measures that secure the premises (including equipment room) of its PSAP against unauthorized entrance or use.

2.3.2 Operate within local standard operating procedures and take appropriate security measures as may be necessary to ensure that non-approved third-party software applications cannot be integrated into the PSAP's Call Handling Equipment (CHE) or workstations.

2.3.3 Refrain from attaching or integrating any hardware device (i.e. external storage devices) or software application without prior written approval of NCT9-1-1. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by NCT9-1-1.

2.3.4 Adhere to Health and Safety Code, Section 772.002(C), Confidentiality of Information.

2.3.5 Ensure each person who is authorized to receive, store, process, and/or transmit CHE information has a unique identification login and be logged into such equipment identifying their legitimacy for use.

## **2.4 Maintenance**

2.4.1 Ensure areas where NCT9-1-1 equipment is installed are clean and allows for unobstructed access by the NCT9-1-1 Technology Team.

2.4.2 Whenever possible, provide at least a two-week notice in writing to NCT9-1-1's Technology Team regarding any maintenance that could adversely affect 9-1-1 operations.



2.4.3 Provide at least a 48-hour notice in writing to NCT9-1-1's Technology Team prior to work commencing on any scheduled maintenance on commercial power backup generators.

2.4.4 Notify NCT9-1-1's Technology Team immediately of any power or generator outages greater than 15 minutes. If the outage affects the 9-1-1 system, trouble reporting procedures should be followed.

2.4.5 Notify NCT9-1-1's Technology Team of technical issues immediately upon discovery. The Public Agency will utilize one of the following methods:

- a. Via telephone by calling (888) 311-3911
- b. Via email to [Support@NCT911.org](mailto:Support@NCT911.org)
- c. Via the Trouble Ticket System (accessed by using the icon on the toolbar of the CHE)
- d. Via the website at <https://SSC.NCT911.org> (only works with issued credentials)

2.4.6 Test generators at least monthly and conduct a load test at least once a year, to ensure that all NCT9-1-1 equipment remains functional.

## 2.5 Training

2.5.1 Schedule telecommunicators to receive 9-1-1 equipment training within 120 days of his/her hire date.

2.5.2 Ensure that 9-1-1 PSAP Supervisors/Managers (or designee) attend the PSAP Supervisors' Meeting. NCT9-1-1 offers at least three PSAP Supervisors' meetings per year and a minimum attendance of two meetings per year is required for each PSAP.

2.5.3 Ensure PSAP Telecommunicators, Training Coordinators, Supervisors/Managers, and other essential personnel identified by the Supervisor/Manager attend mandatory training associated with the implementation of new technology. This training is generally scheduled for specific dates and times. Make up sessions can be scheduled if PSAP scheduling does not allow personnel to attend their designated time slot.

2.5.4 May request the use of training facilities by sending an email to [911OperationsTeam@NCT911.org](mailto:911OperationsTeam@NCT911.org) specifying the date of request, time of request and type of resources needed.

2.5.5 Ensure that all telecommunicators attend a 9-1-1 equipment and technology training refresher course every two years.

## 2.6 Facilities

2.6.1 Meet prescribed equipment room requirements (Attachment A). Any expenses associated with this requirement are the responsibility of the Public Agency.

2.6.2 Ensure areas with 9-1-1 equipment maintain a temperature between 65-85 degrees Fahrenheit.



2.6.3 Ensure 9-1-1 equipment room and communications area complies with the Americans with Disabilities Act of 1990.

2.6.4 Provide access to NCT9-1-1 staff and contracted vendors that meet CJIS requirements on a 24/7/365 basis without prior notice.

## **2.7 Supplies**

2.7.1 Purchase supplies such as printer paper, printer ink, cleaning materials, and other expendable items necessary for the continuous operation and maintenance of its PSAP.

## **2.8 Monitoring/Reporting**

2.8.1 Maintain financial, statistical, and ANI/ALI records adequate to document performance, costs, and receipts under this Agreement in accordance with applicable records retention schedules. Public Agency agrees to maintain these records at Public Agency's offices and provide or make available for inspection upon request by NCT9-1-1.

2.8.2 Cooperate fully with all reasonable monitoring requests from NCT9-1-1 for the purposes of assessing and evaluating Public Agency's performance under this Agreement.

## **2.9 Media Relations**

2.9.1 Make every effort to communicate complete and accurate information in social media posts and/or interaction with the media, specifically as it relates to NCT9-1-1. Public Agency should first coordinate with NCT9-1-1 before making comments on social media and/or speaking to the media regarding 9-1-1 technology and service or issues with the 9-1-1 service providers.

2.9.2 Not disclose PSAP correspondence that NCT9-1-1 has clearly noted as proprietary or confidential, unless required to do so by law.

2.9.3 Refer media directly to NCT9-1-1 for discussions related to NCT9-1-1 technology and other NCT9-1-1 service or program specific questions.

## **2.10 Operations**

2.10.1 Sign the contingent PSAP agreement supplied by NCT9-1-1 and provide at NCT9-1-1's request. Changes to contingent PSAPs must be approved by NCT9-1-1.

2.10.2 Delegate PSAP supervisory personnel or a designee and provide related contact information (to include after hour contact information) as a single point of contact for NCT9-1-1.



- 2.10.3 Provide a minimum of 180 days' prior notice of any facility moves, adds, or changes that affect the 9-1-1 system.
- 2.10.4 Test all 9-1-1 CHE for proper operation and user familiarity at least once per week, including, but not limited to: tests for voice calls, texts to 9-1-1 and TTYs.
- 2.10.5 NCT9-1-1 recommends power cycles at each 9-1-1 position at least once each week.
- 2.10.6 NCT9-1-1 recommends logging all TDD/TTY calls and test calls.
- 2.10.7 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 will be answered by a telecommunicator 24/7/365 and should have the ability to be call forwarded. Any change in the 10-digit emergency telephone number must be reported to NCT9-1-1 in writing. The number shall be provided to the public during 9-1-1 service disruptions (via notification system, website, social media and/or emergency management).
- 2.10.8 Notify NCT9-1-1 in writing at least 90 days prior to changing emergency services providers including medical, law enforcement, and fire.
- 2.10.9 Submit a signed Manual ALI Request form (Attachment B) to NCT9-1-1 annually and agree to use ALI lookup feature only in handling and processing of an emergency telephone call.
- 2.10.10 Public Agency utilizing Text to 9-1-1 services must complete a Text to 9-1-1 Service Agreement (Attachment C).
- 2.10.11 Have an emergency plan for 9-1-1 communications that includes, at a minimum,
- a. Emergency generator information and how to operate said generator
  - b. Documented procedures for the transfer of administrative lines when the call center is evacuated.
- 2.10.12 Comply with NCT9-1-1 policy and procedures for PSAP moves and changes.
- 2.10.13 Report discrepancies to NCT9-1-1 utilizing the tools in the dispatch mapping solution within 72 hours.
- 2.10.14 Ensure that all telecommunicators log into the 9-1-1 software at the beginning of his/her shift and logs out at the end of his/her shift.
- 2.10.15 In accordance with Texas Health and Safety Code 772.619 ( c ), the 9-1-1 database information is not available for public inspection and cannot be released to the public. If a Public Information Act request specifies 9-1-1 database information, NCT 9-1-1 must be notified within three (3) business days of the Public Agency receiving the request.



2.10.16 Be responsible for all furniture, administrative telephones, copier machines, and administrative desktop computers provided by NCT9-1-1 located within Public Agency's operating area.

2.10.17 If administrative telephone system is integrated with NCT9-1-1 equipment- Maintain a contingency plan identifying the back-up solution for the administrative telephone system. If a contingency plan is not provided to NCT9-1-1 within 30 days of contract execution, NCT9-1-1 reserves the right to remove the administrative phone lines from the 9-1-1 equipment. Administrative line integration is provided as a courtesy, not a requirement.

### **Section 3: Rights and Duties of NCT9-1-1**

#### **3.1 Financial**

3.1.1 Develop a budget and strategic plan to meet Public Agency needs for the establishment and operation of 9-1-1 services throughout the NCT9-1-1 region, according to standards established and approved by the NCT9-1-1 Board of Managers.

3.1.2 Provide 9-1-1 service to include 9-1-1 equipment, software, services, and other items described in the current NCT9-1-1 Strategic Plan, throughout the region as funded by emergency service fees.

3.1.3 Maintain accurate fiscal records and supporting documentation of all 9-1-1 activities including specific details of funds distributed to Public Agency.

#### **3.2 Equipment and Inventory**

3.2.1 Allow Public Agency the opportunity to participate in the planning, implementation, and operation of 9-1-1 equipment.

3.2.2 Conduct a physical inventory of critical hardware annually and reconcile inventory periodically.

#### **3.3 Training**

3.3.1 Ensure telecommunicators have access to the NCT9-1-1 Training webpage.

3.3.2 Offer CHE training to all new telecommunicators and refresher training every two years.

3.3.3 Offer licensing training through the Regional Telecommunicator Academy that meets or exceeds Texas Commission on Law Enforcement (TCOLE) rules and regulations.

3.3.4 Offer continuing education training for Intermediate, Advanced, and Master Telecommunicator Certifications as budget allows.



### **3.4 Maintenance**

3.4.1 Practice preventative maintenance on all NCT9-1-1 owned or leased CHE, software, and databases including, at a minimum, backing up data as necessary. NCT9-1-1 shall be responsible for any maintenance costs on NCT9-1-1 owned or leased equipment.

### **3.5 Operations**

3.5.1 Inspect contingent PSAP agreements periodically.

3.5.2 Implement upgrades of PSAP equipment and software, as authorized in the current annual budget, through the appropriate NCT9-1-1 processes for the purchase of new equipment and software.

### **3.6 Crisis Communications**

3.6.1 NCT9-1-1 will make every effort to communicate complete and accurate information to the Public Agency in a timely manner about 9-1-1 technology and services during 9-1-1 service interruptions.

3.6.2 NCT9-1-1 will post updates on its website and social media sites. NCT9-1-1 recommends the Public Agency use the wording provided through those avenues when providing updates to the public.

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

4.1 This Agreement shall take effect October 1, 2019, and shall continue until September 30, 2021, unless earlier terminated under 8.1 Early Termination of Agreement.

## **Section 5: Ownership, Transference, and Disposition of Equipment**

5.1 NCT9-1-1 may purchase, lease, or otherwise procure, on Public Agency's behalf, the 9-1-1 equipment, software, services, and other items as described in the NCT9-1-1 Strategic Plan.

5.2 NCT9-1-1 shall establish ownership of all 9-1-1 equipment procured with 9-1-1 funds as defined herein and located within the Public Agency's jurisdiction. NCT9-1-1 may maintain ownership, or it may transfer ownership to Public Agency. Before any such transfer of ownership, NCT9-1-1 will evaluate the adequacy of controls of Public Agency to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the equipment may or may not be procured by NCT9-1-1 on behalf of Public Agency, according to NCT9-1-1's Strategic Plan.

5.3 The basic 9-1-1 equipment categories are:





- Call Handling Equipment (CHE) – telephone equipment located at the PSAP 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
- Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
- Uninterruptable Power Supply (UPS)

**5.4** Transfer-of-ownership documents shall be prepared by NCT9-1-1 and signed by both parties upon transference of ownership of any 9-1-1 provided equipment. NCT9-1-1 shall maintain ownership of 9-1-1 CHE.

### **Section 6: Relationship between the Parties, Assignment and Subcontracting**

**6.1** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties.

**6.2** This Agreement may not be assigned by either Party without the prior written consent of the other Party. An attempted assignment in violation of this agreement is void.

**6.3** Public Agency may not subcontract its duties under this Agreement without the prior written consent of NCT9-1-1. Any subcontract shall be subject to all terms and conditions contained in this Agreement and Public Agency agrees to furnish a copy of this Agreement to its subcontractor(s).

### **Section 7: Records and Monitoring**

**7.1** NCT9-1-1 is entitled to inspect and copy, on a 24/7/365 basis, at Public Agency's office, the records maintained under this Agreement for as long as they are maintained.

**7.2** NCT9-1-1 is entitled to visit Public Agency's offices, talk to its personnel, and audit its applicable 9-1-1 records during normal business hours to assist in evaluating its performance under the Agreement.

### **Section 8: Early Termination of Agreement**

**8.1** NCT9-1-1 reserves the right to terminate this Agreement in whole or in part upon a default by Public Agency. Notice of termination shall be provided to Public Agency in writing, shall set forth the reason(s) for termination, and provide for a minimum of thirty (30) days to cure the defect(s). Termination is effective only in the event Public Agency fails to cure the defect(s) within the period stated in the notice subject to any written extensions. If the Agreement is terminated, Public Agency shall cooperate with NCT9-1-1 to ensure an orderly transition of services. Further, all equipment shall be returned to NCT9-1-1 in working condition and NCT9-1-1 shall only be liable for payment for services rendered before the effective date of termination. Either Party may terminate this Agreement for convenience upon 180 days written notice to the other Party. Certain reporting requirements in the Agreement shall survive termination.



**Section 9: Notice to Parties**

**9.1** Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is considered received by a party when it is:

- Delivered to the party personally;
- On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address as specified in paragraph 9.2 and signed on behalf of the party; or
- Three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 9.2.

**9.2** Notices shall be sent to the following address for each party:

If to NCT9-1-1: PO Box 5888  
Arlington, Texas 76005  
Attn: Mike Eastland

If to Public Agency: [Company Address]

**Section 10: General Provisions**

**10.1 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.

**10.2 Liability.** The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence and deeds, and for those of its agents, contractors, officers and employees in conjunction with each Party's performance under this Agreement.

**10.4 Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages, or expenses were reasonably foreseeable.

**10.5 Procurement.** Both parties agree to comply with all applicable federal, State and local laws, rules and regulations for purchases under this Agreement. Failure to do so may result in ineligibility and denial of reimbursement by NCT9-1-1.

**10.6 Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that if either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period



of such prevention or delay. The period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within reasonable time of the existence of such force majeure.

**10.7 Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitute the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof.

**10.8 Availability of Funding.** Public Agency acknowledges that NCT9-1-1's sole source of funding for this Agreement is the 9-1-1 fees collected by service providers and remitted to NCT9-1-1. If fees sufficient to pay Public Agency under this Agreement are not paid to NCT9-1-1, the suspension of services will be effective 10 calendar days after Public Agency's receipt of notice. Upon suspension of payment, Public Agency's obligations under this Agreement are also suspended until NCT9-1-1 resumes receipt of funding.

**10.9 Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. In the event of such occurrence, written notice of alterations, additions or deletions to the terms of this Agreement will be provided to Public Agency.

**10.10 Nondiscrimination and Equal Opportunity.** Public Agency shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

**10.11 Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including but not limited to sovereign and governmental immunity.

**10.12 Attorney Fees.** If any action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which that party may be entitled.

**10.13 Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation or any other local dispute mediation process before resorting to litigation.

The parties agree to continue performing their duties under this contract, which are unaffected by the dispute during the negotiation and mediation process.



[Company]	NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT
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By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: Mike Eastland  
 Title: Executive Director  
 Date: \_\_\_\_\_

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

**Attachments**

**Attachment A: Equipment Room and Electrical Requirement**

**Attachment B: Manual ALI Request Form**

**Attachment C: Text to 9-1-1 Service Agreement**

**Attachment A**  
**Equipment Room and Electrical Requirements**

**Equipment Room:**

- There should be enough space to remove equipment from the equipment room in the event of an upgrade or replacement of faulty equipment i.e. removal of the Uninterruptible Power Supply (UPS) battery system, or large rack mounted servers.
- Do not attach any equipment that is not provided by NCT9-1-1 into rack being utilized for 9-1-1 call delivery. Equipment racks should remain segregated to allow NCT9-1-1 the ability to add/remove/change any of their equipment when necessary.
- Do not stack anything on or around NCT9-1-1 equipment rack or UPS, UPS bypass switch, or electrical distribution panel.
- There should be elevator access to the equipment room, or 911 demarcation closets located upstairs.

**Fire Protection:**

- Dry pipe high temperature type systems are recommended if sprinkler heads are to be in the 9-1-1 equipment room.
- If possible, non-combustible material should be used for the room construction.

**Security Precautions:**

- Public Agency may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push-button access code or card readers are not recommended unless you provide a battery backup system.

**Temperature and Humidity Control:**

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 65 to 85 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the 9-1-1 equipment.
- For estimates on BTU output of the equipment, please consult with onsite installation personnel.

**Static Electricity:**

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor should not be carpeted, unless carpet is static free and grounded.
- The room floor should be sealed, (preferably tiled), but not waxed.

**Lighting:**

- Lighting must not be powered from the switch room service panel.
- Lighting should provide 50-75-foot candles measured 30" above the equipment room floor.



**Grounding:**

- A single point, isolated ground is required unless superseded by local code. The source should be XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous with no splices or junctions.
- Conductors must be no load, non-current carrying.

**Electrical:**

- Voltage required is 208/120 V three phase; four wire “wye” service 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.
- NCT9-1-1 equipment should be plugged into independent circuits, and segregated from other non-911 equipment, such as floor heaters, radio equipment, etc. This will ensure that a failure of non-911 equipment won't adversely affect the performance of 9-1-1 call handling equipment.



**Attachment B  
Manual ALI Request Form**

***For reference only. To be sent as a separate agreement to Chief/Sheriff and  
Communications Manager/Supervisor.***

Updated: June 6, 2019

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

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

This letter is to request that the "Manual ALI Query" feature be enabled at \_\_\_\_\_.  
(PSAP NAME)

The 9-1-1 call handling equipment (CHE) provided by NCT9-1-1 has been configured to allow manual queries and is compatible with the manual ALI query protocol of NCT9-1-1. 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 NCT9-1-1 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.

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



Attachment C  
Text to 9-1-1 Service Agreement

***For reference only. To be sent as a separate agreement to Chief/Sheriff and Communications Manager/Supervisor and signed only by those with Text to 9-1-1.***

North Central Texas Emergency Communications District  
Regional 9-1-1 Program  
Text to 9-1-1 Service Agreement

Updated: June 6, 2019

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

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

The 9-1-1 call handling equipment (CHE) provided by NCT9-1-1 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.

NCT9-1-1 shall provide training, best practice and implementation of this service. NCT9-1-1 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.

North Central Texas Emergency Communications District  
PO Box 5888  
Arlington, Texas 76005-5888

or

Email: [911Projects@NCT911.org](mailto:911Projects@NCT911.org) , Subject: Text to 9-1-1 Service Agreement

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date





**INTERLOCAL AGREEMENT BETWEEN THE  
NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT  
AND  
[Company]  
FOR  
LOCAL ADDRESSING AND GIS SERVICES**

**Section 1: Parties and Purpose**

**1.1** The North Central Texas Emergency Communications District (hereinafter “NCT9-1-1”) is a regional emergency communications district and a political subdivision of the State of Texas organized under the Texas Health and Safety Code, Subchapter H, Chapter 772, as amended. NCT9-1-1 develops an annual budget to operate and maintain 9-1-1 service within the district.

**1.2** [Company] (hereinafter “9-1-1 Addressing Authority”) is a local government entity in charge of 9-1-1 addressing and related Geographic Information Systems (GIS) services in their respective jurisdiction, and that participates in NCT9-1-1 as authorized by Texas Health and Safety Code Chapter 772.

**1.3** This Interlocal Agreement is entered into between NCT9-1-1 and 9-1-1 Addressing Authority pursuant to Texas Government Code Chapter 791 so that NCT9-1-1 can operate and maintain the systems utilized for the provision of 9-1-1 emergency communications services. For purposes of carrying out NCT9-1-1’s duties and obligations under this agreement, the parties understand and agree that references to NCT9-1-1 includes its employees, officers, directors, volunteers, agents (including North Central Texas Council of Governments – hereinafter “NCTCOG”), and their representatives individually, officially, and collectively.

**Section 2: Rights and Duties of the 9-1-1 Addressing Authority**

The 9-1-1 Addressing Authority will:

**2.1 Security.** Adhere to Health and Safety Code, Section 772.002(C), Confidentiality of Information.

**2.2 Geographic Information Systems (GIS) / Data**

2.2.1 If the 9-1-1 Addressing Authority cannot meet the requirements outlined in this agreement, the planned funds shall be used by NCT9-1-1 to procure/provide those services for the 9-1-1 Addressing Authority.

2.2.2 The 9-1-1 Addressing Authority shall coordinate 9-1-1 GIS activities within the county’s jurisdictional boundaries including all municipalities or other addressing entities (where applicable) to develop and enhance the 9-1-1 GIS coverage. The 9-1-1 Addressing Authority is responsible for coordinating GIS operations whenever possible, sharing all county policies and procedures with the municipalities in their county, as well as incorporating GIS data into the county datasets, when possible.

**2.2.3** The 9-1-1 Addressing Authority shall provide and maintain GIS maintenance functions within its jurisdictional boundary in return for funding through NCT9-1-1 and within the guidelines of the GIS Data Maintenance Model (Attachment B). At a minimum, the 9-1-1 Addressing Authority agrees to:

- a. Select a 9-1-1 Addressing Coordinator to serve as a single point of contact for NCT9-1-1.
- b. Funds shall only be used for GIS and Addressing services specific to 9-1-1.
- c. Assign street addresses and ranges, name streets, and resolve addressing conflicts and problems. The 9-1-1 Addressing Authority shall make every effort to not allow for duplication of community names anywhere in the county, and not allow for duplicate street names wherever possible.
- d. The Addressing Authority shall comply with the Quality Control requirements set by NCT9-1-1 and industry standards (Attachment A).
- e. Provide a physical address to any citizen requesting it if doing so complies with local policies/procedures/ordinances.
- f. Establish efficient procedures for updating and maintaining all addressing data through review and revisions due to changes in the 9-1-1 Addressing Authority ordinances and/or subdivision regulations.
- g. Maintain addressing/database equipment (where applicable), and data.
- h. Adhere to Health and Safety Codes, Section 772.002 (C), Number and location identification in maintaining 9-1-1 and addressing databases. In accordance with Texas Health and Safety Code 772.619 (c), the 9-1-1 database information is not available for public inspection. The 9-1-1 database information cannot be released and cannot be released to the public. If a Public Information Act request specifies 9-1-1 database information, NCT 9-1-1 must be notified within three (3) business days of the 9-1-1 Addressing Authority receiving the request.
- i. Notify NCT9-1-1 in writing at least 30 days prior to a 9-1-1 Addressing office move.
- j. Notify NCT9-1-1 upon receipt of notice for changes concerning emergency service provider information including medical, law enforcement, and fire.
- k. Per industry standards as outlined in Attachment A, respond to any GIS/database errors within 72 hours of receipt, unless there is a valid exception. Valid exceptions include existing errors or errors that cannot be corrected due to circumstances not within the control of the 9-1-1 Addressing Authority.
- l. Updates and changes to GIS data to be provisioned to NCT9-1-1 within 48 hours.
- m. Notify NCT9-1-1 upon receipt of notice from cities concerning annexation-related 9-1-1 boundary changes. Process the associated GIS changes as soon as possible.

## 2.3 Spatial Data Layers

2.3.1 The 9-1-1 Addressing Authority must develop, compile and maintain current, a comprehensive data set for the following layers at a minimum and per NCT9-1-1 GIS Data Quality Control Standards and Guidelines (Attachment A):

- |   |   |
|---|---|
| a. Site Structure Address Points  | applicable                              |
| b. Road Centerlines   | f. MSAG Community Boundaries            |
| c. City Boundaries  | g. Exchange Boundaries Provided by COG  |
| d. County Boundaries  | h. Fire Hydrants (where possible)       |
| e. Emergency Service Boundaries (ESBs) such as Fire, Law, EMS, and PSAP where | i. Mile Markers (where applicable)      |
|   | j. Zip Code Boundaries (where possible) |

2.3.2 The 9-1-1 Addressing Authority shall provide to the NCT9-1-1 GIS Department with 100% complete attribution for all data features containing the following information:

- a. Road centerlines digitized over spatially accurate satellite or aerial imagery, with a goal of spatial accuracy of centerlines to within 10 feet, and drawn in the correct direction for the corresponding address range; the following fields at a minimum need to be attributed:
- |  |                                      |
|--|--------------------------------------|
| i. Data Source   | ix. Road Full Name                   |
| ii. User ID  | x. Road Class                        |
| iii. Date Modified   | xi. ESN Left and Right               |
| iv. Range information (Left From, Left To, Right From, Right To, High and Low) | xii. County Left and Right           |
| v. Pre-directional   | xiii. State Left and Right           |
| vi. Street Name  | xiv. MSAG Community Left and Right   |
| vii. Road Type   | xv. Exchange Boundary Left and Right |
| viii. Post Directional (Suffix)  | xvi. Tandem Left and Right           |
- b. Site/Structure Address Points (SSAP), placed above the structure, with a goal of spatial accuracy to within 25 feet of the structure. The following fields at a minimum need to be attributed:
- |   |                                       |
|---|---------------------------------------|
| i. Data Source                              | ix. Road Full Name                    |
| ii. User ID                                 | x. Structured Full Name               |
| iii. Date Modified                          | xi. Structured Class (if applicable)  |
| iv. Structure Number                        | xii. Structured Type (if applicable)  |
| v. Structure address Prefix (if applicable) | xiii. ESN Number                      |
| vi. Structure Road Name                     | xiv. MSAG Community Name              |
| vii. Structure Type                         | xv. Community Name                    |
| viii. House Number Suffix (if applicable)   | xvi. Exchange Boundary Left and Right |
|   | xvii. Tandem                          |
- c. City Boundary polygons spatially accurate to within 50 feet of their true location, determined by the best data source or combination thereof (annexations, metes and bounds, parcels, aerial imagery, etc.). The following fields at minimum need to be attributed:
- |                |             |
|----------------|-------------|
| i. Data Source | ii. User ID |
|----------------|-------------|



- iii. Date Modified
  - iv. City Name
  - v. County Name
- d. Emergency Service Boundary (ESB) polygons
- i. Based on the NG9-1-1 Requirements and industry standards, accuracy is paramount when editing the spatial properties of the ESB boundaries and attributing the fields.
  - ii. NCT9-1-1 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.
- e. Emergency Service Zone (ESZ) polygons spatially accurate to within 50 feet of their true location whenever possible; the following fields at a minimum will be attributed:
- i. Data Source
  - ii. User ID
  - iii. Date Modified
  - iv. Emergency Service Number (ESN)
  - v. ESN City Name
  - vi. ESN County Name
  - vii. Law Responders
  - viii. Fire Responders
  - ix. Medical Responders
  - x. PSAP Name
  - xi. PSAP Boundary (where applicable)
- f. 9-1-1 MSAG Community polygons spatially accurate to within 50 feet of their true location whenever possible; the following fields at a minimum will be attributed:
- i. Data Source
  - ii. User ID
  - iii. Date Modified
  - iv. 9-1-1 Community Name
  - v. County Name
- g. Exchange Boundary polygons spatially accurate to within 50 feet of their true location whenever possible; the following fields at a minimum will be attributed:
- i. Data Source
  - ii. User ID
  - iii. Date Modified
  - iv. Exchange Name
  - v. Exchange Tandem Name

## 2.4 Operations/Documentation

- 2.4.1 The 9-1-1 Addressing Authority shall be responsible for documenting and updating applicable county processes for 9-1-1 addressing and GIS.
- 2.4.2 The 9-1-1 Addressing Authority shall make their processes available at NCT9-1-1's request.

## 2.5 Training

- 2.5.1 The 9-1-1 Addressing Authority is required to send new 9-1-1 Addressing Coordinators to a one-day orientation at NCT9-1-1 offices.



- 2.5.2 The 9-1-1 Addressing Authority is required to provide necessary software training, as well as training on local addressing policies, to 9-1-1 Addressing Coordinators.

## **2. 6 Media Relations**

- 2.6.1 Make every effort to communicate complete and accurate information in social media posts and/or interaction with the media, specifically as it relates to NCT9-1-1. Addressing Authority should first coordinate with NCT9-1-1 before making comments on social media and/or speaking to the media regarding 9-1-1 technology and service or issues with the 9-1-1 service providers.
- 2.6.2 Situations change quickly in the middle of service issues. Exercise caution in sharing information with the public and do not share PSAP correspondence that NCT9-1-1 has noted as proprietary.
- 2.6.3 Refer media directly to NCT9-1-1 for discussions related to NCT9-1-1 technology and other NCT9-1-1 service or program specific questions.

## **Section 3: Rights and Duties of NCT9-1-1**

NCT9-1-1 will:

### **3.1 Financial**

- 3.1.1. Develop a budget and strategic plan to meet the 9-1-1 Addressing Authority needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established and approved by the NCT9-1-1 Board of Managers.
- 3.1.2. Provide 9-1-1 service throughout the region as funded by emergency service fees.
- 3.1.3. Procure/provide services to the 9-1-1 Addressing Authority using planned funds in the event the 9-1-1 Addressing Authority is unable to meet the requirements outlined in the agreement.

### **3.2 Training**

- 3.2.1.NCT9-1-1 will offer a one-day orientation to all new 9-1-1 Addressing Coordinators.
- 3.2.2.NCT9-1-1 will provide access to additional GIS software training as budget allows.

### **3.3 GIS/Data**

- 3.3.1.NCT9-1-1 will provide an informational portal with addressing resources.



3.3.2.NCT9-1-1 will notify the 9-1-1 Addressing Authority within 24 hours of PSAP boundary changes.

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

4.1 This Agreement shall take effect October 1, 2019, and shall continue until September 30, 2021, unless earlier terminated under 8.1 Early Termination of Agreement.

#### Section 5: GIS Data Maintenance Model

See Attachment B (GIS Data Maintenance Model) for further explanation of the model.

##### 5.1. Responsibilities

5.1.1.The 9-1-1 Addressing Authority is responsible for providing accurate locational data used by NCT9-1-1 to route emergency service request calls to the proper Public Safety Answering Point (PSAP) based on the location of the caller.

5.1.2. NCT9-1-1 has a budgeted line item to disburse to Addressing Authorities who meet basic requirements of the agreement and maintain a level of accuracy of the data provided to NCT9-1-1.

##### 5.2. 9-1-1 GIS Data Maintenance Model

5.2.1. Disbursements are made based on the 9-1-1 GIS Maintenance Model which calculates disbursement based on critical errors during each NCT9-1-1 fiscal quarter.

5.2.2.Performance incentive amounts are calculated using the following method:

- Incentive Tier 1 = (# of critical errors / # SSAPs)  $\leq$  .2% or .002 – Receive  $\frac{1}{4}$  of full annual incentive amount
- Incentive Tier 2 = (# of critical errors / # SSAPs)  $\leq$  .4% or .004 – Receive  $\frac{1}{4}$  of 90% of annual incentive amount
- Incentive Tier 3 = (# of critical errors / # SSAPs)  $\leq$  .6% or .006 – Receive  $\frac{1}{4}$  of 80% of annual incentive amount
- Incentive Tier 4 = (# of critical errors / # SSAPs)  $\leq$  .8% or .008 – Receive  $\frac{1}{4}$  of 70% of annual incentive amount
- Incentive Tier 5 = (# of critical errors / # SSAPs)  $>$  .8% or .008 – Receive no incentive amount

5.3. **Critical Errors.** Critical Errors are defined as errors that cause, or have a potential to cause, a critical fault in the routing of a 9-1-1 emergency service request call to the correct PSAP. Examples of critical errors include:

- SSAP Duplicates
- SSAP No Value
- RCL Range Overlaps
- RCL No Value
- Boundary Topology Gap (Fire, Law, EMS, ESZ, County, Municipal, MSAG Community, PSAP<sup>1</sup>)

<sup>1</sup> Where applicable, NCT9-1-1 ensures spatial integrity of PSAP boundaries



- Boundary Topology Overlap (Fire, Law, EMS, ESZ, County, Municipal, MSAG Community, PSAP<sup>1</sup>)

**5.4. Remedy Period.** A remedy period or “grace period” is available to 9-1-1 Addressing Authorities to accommodate unforeseen circumstances that can lead to temporarily inflated critical error rates. NCT9-1-1 will grant a remedy period of one quarter immediately following the quarter where the 9-1-1 Addressing Authority had a critical error rate sufficient to drop to a lower incentive tier. In such an instance, the tier status will drop but the performance incentive will remain congruent with the 9-1-1 Addressing Authority’s prior tier amount. If the 9-1-1 Addressing Authority’s error rate continues to remain in the lower tier or drops further, a reduction in the tier incentive amount will immediately take effect for that quarter.

#### **Section 6: Relationship between the Parties, Assignment, and Subcontracting**

**6.1** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties.

**6.2** This Agreement may not be assigned by either Party without the prior written consent of the other Party. An attempted assignment in violation of this agreement is void.

**6.3** 9-1-1 Addressing Authority may not subcontract its duties under this Agreement without the prior written consent of NCT9-1-1. Any subcontract shall be subject to all terms and conditions contained in this Agreement and the 9-1-1 Addressing Authority agrees to furnish a copy of this Agreement to its subcontractor(s).

#### **Section 7: Records and Monitoring**

**7.1** NCT9-1-1 is entitled to visit the 9-1-1 Addressing Authority’s offices, talk to its personnel, and audit its applicable 9-1-1 records during normal business hours to assist in evaluating its performance under the Agreement.

#### **Section 8: Early Termination of Agreement**

**8.1** NCT9-1-1 reserves the right to terminate this Agreement in whole or in part upon a default by 9-1-1 Addressing Authority. Notice of termination shall be provided to the 9-1-1 Addressing Authority in writing, shall set forth the reason(s) for termination, and provide for a minimum of thirty (30) days to cure the defect(s). Termination is effective only in the event the 9-1-1 Addressing Authority fails to cure the defect(s) within the period stated in the notice subject to any written extensions. If the Agreement is terminated, the 9-1-1 Addressing Authority shall cooperate with NCT9-1-1 to ensure an orderly transition of services. Further, all equipment shall be returned to NCT9-1-1 in working condition and NCT9-1-1 shall only be liable for payment for services rendered before the effective date of termination. Either Party may terminate this Agreement for convenience upon 180 days written notice to the other Party. Certain reporting requirements in the Agreement shall survive termination.



**Section 9: Notice to Parties**

9.1 Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is considered received by a party when it is:

- Delivered to the party personally;
- On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party’s address as specified in paragraph 10.2 and signed on behalf of the party; or
- Three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party’s address specified in paragraph 10.2.

9.2 Notices shall be sent to the following address for each party:

If to NCT9-1-1:	PO Box 5888 Arlington, Texas 76005 Attn: Mike Eastland
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If to 9-1-1 Addressing Authority:	[Company Address]
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**Section 10: General Provisions**

**10.1. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.

**10.2. Liability.** The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence and deeds, and for those of its agents, contractors, officers and employees in conjunction with each Party's performance under this Agreement.

**10.3. Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages, or expenses were reasonably foreseeable.

**10.4. Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that if either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay. The period of time applicable to such requirement shall





be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within reasonable time of the existence of such force majeure.

- 10.5. Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitute the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof.
- 10.6. Availability of Funding.** The 9-1-1 Addressing Authority acknowledges that NCT9-1-1's sole source of funding for this Agreement is the 9-1-1 fees collected by service providers and remitted to NCT9-1-1. If fees sufficient to pay the 9-1-1 Addressing Authority under this Agreement are not paid to NCT9-1-1, the suspension of services will be effective 10 calendar days after the 9-1-1 Addressing Authority's receipt of notice. Upon suspension of payment, the 9-1-1 Addressing Authority's obligations under this Agreement are also suspended until NCT9-1-1 resumes receipt of funding.
- 10.7. Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. In the event of such occurrence, written notice of alterations, additions or deletions to the terms of this Agreement will be provided to 9-1-1 Addressing Authority.
- 10.8. Nondiscrimination and Equal Opportunity.** The 9-1-1 Addressing Authority shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.
- 10.9. Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including but not limited to sovereign and governmental immunity.
- 10.10. Attorney Fees.** If any action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which that party may be entitled.
- 10.11. Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation or any other local dispute mediation process before resorting to litigation.

The parties agree to continue performing their duties under this contract, which are unaffected by the dispute during the negotiation and mediation process.



[Company]	<b>NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT</b>
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<b>By:</b> _____	<b>By:</b> _____
<b>Name:</b> _____	<b>Name:</b> Mike Eastland
<b>Title:</b> _____	<b>Title:</b> Executive Director
<b>Date:</b> _____	<b>Date:</b> _____

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

- Attachment A: Quality Control Requirements
- Attachment B: GIS Data Maintenance Model



## Attachment A

### NCT9-1-1 GIS Data Quality Control Standards and Guidelines

#### Overview

##### Purpose

NCT9-1-1's GIS Team is the Quality Control hub for regional GIS data specific to 9-1-1. NCT9-1-1 serves as the direct technical and GIS data-related contact to the County 9-1-1 Addressing Authorities and promotes 9-1-1 industry standards to ensure GIS data is ready for mission-critical 9-1-1 systems. To ensure GIS data accuracy, NCT9-1-1 employs specialized industry-specific software to perform Quality Control on the GIS Data.

##### Requirements

County Addressing Coordinators will need access to GIS Desktop software supplied by NCT9-1-1 or the county, an internet connection to receive the Quality Control data and reports from NCT9-1-1, and relevant training by NCT9-1-1 personnel. Furthermore, County Addressing Coordinators will need a thorough understanding of the Quality Control standards built into the software supplied by NCT9-1-1, and 9-1-1/GIS industry-specific standards to ensure data integrity for 9-1-1 applications.

#### Resources

##### GIS Quality Control Software

NCT9-1-1 will supply the relevant documentation and instruction for adhering to the Quality Control Software including the exception code data sheet. The information will be made available via a web portal or other electronic standard.

##### Industry Specific Standards

The NCT9-1-1 GIS Team follows the industry-set standards developed by the National Emergency Number Association (NENA). NCT9-1-1 recommends the following standards and stresses the importance of these standards to ensure data accuracy and efficient 9-1-1 service.

##### Data Structure Documents

1. [NENA Standard Data Formats for E9 1 1 Data Exchange & GIS Mapping](#)
2. [NENA Standard for NG9-1-1 GIS Data Model](#)
3. [NG9-1-1 Additional Data Standard](#)
4. [NENA Next Generation United States Civic Location Data Exchange Format \(CLDXF\)](#)



Data Management Documents

1. [GIS Data Collection and Maintenance Standards](#)
2. [Standard for Reporting and Resolving ANI/ALI Discrepancies and No Records Found for Wireline, Wireless and VoIP Technologies](#)
3. [NENA Next Generation 9-1-1 Data Management Requirements](#)
4. [NENA Standards for the Provisioning and Maintenance of GIS data to ECRF and LVFs](#)



**North Central Texas Emergency Communications District**

**Item # 2019-06-06**

Meeting Date: June 6, 2019

Submitted By: Christy Williams  
Director of 9-1-1

Item Title: Resolution Adopting the NCT9-1-1 Policy on Third-Party Access to Telecommunications Towers

A network of telecommunications towers supporting 9-1-1 operations is currently installed at strategic locations throughout the NCT9-1-1 service area. The purpose of these towers is to increase resiliency and redundancy of the NCT9-1-1 system. The towers were erected pursuant to Interlocal agreements (ILAs) with the local governments on whose real property the towers reside. The towers and ILAs were transferred from the North Central Texas Council of Governments (NCTCOG) to NCT9-1-1 which now has ownership and responsibility for operation and maintenance.

Included in the ILAs is the ability for third-party entities to install additional equipment on the towers if certain requirements are met. In order to ensure consistency and protect these assets, staff recommends a Board policy to govern the consideration of these requests.

The draft NCT9-1-1 Third-Party Access to Telecommunications Towers policy is attached for your consideration (Attachment E).

Future changes to the above policy will require Board approval. In addition, procedures and guidelines will be maintained internally to guide staff on details of program operation.

I will provide a brief presentation and be available to answer any questions at the Board meeting.



Item # 2019-06-06

**RESOLUTION ADOPTING THE NCT9-1-1 POLICY ON THIRD-PARTY ACCESS TO TELECOMMUNICATIONS TOWERS**

**WHEREAS**, the North Central Texas Emergency Communications District (NCT9-1-1) was created pursuant to Chapter 772, Subchapter H, of the Texas Health and Safety Code as amended by the 84th Legislature, through the passage of resolutions by County Commissioners Courts and City Councils within the NCT9-1-1 service area; and,

**WHEREAS**, the NCT9-1-1 service area consists of Collin, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, and Wise counties, as well as the Dallas County cities of Balch Springs, Cockrell Hill, Sachse, Seagoville, and Wilmer; and,

**WHEREAS**, NCT9-1-1 is a political subdivision of the State and carries out essential governmental functions related to the provisioning of emergency communications services; and,

**WHEREAS**, NCT9-1-1 is engaged in the planning, implementation, and maintenance of an emergency 9-1-1 system for more than 40 Public Safety Answering Points within its 9-1-1 service area; and,

**WHEREAS**, NCT9-1-1 operates and maintains a network of telecommunications towers installed in strategic locations throughout the NCT9-1-1 service area and has capacity to allow third-party access to such towers; and,

**WHEREAS**, staff recommends the adoption of certain policies to promote effective and efficient operations to carry out NCT9-1-1's mission; and,

**WHEREAS**, any subsequent changes to the approved policies will require Board approval.

**NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:**

**Section 1.** The NCT9-1-1 Board of Managers hereby adopts the NCT9-1-1 Policy on Third-Party Access to Telecommunications Towers contained in Attachment E.

**Section 2.** This resolution shall be in effect immediately upon its adoption.

---

Stephen Terrell  
North Central Texas Emergency Communications District  
Mayor, City of Allen

I hereby certify that this Resolution was adopted by the Board of Managers of the North Central Texas Emergency Communications District on June 6, 2019.

---

Roger Deeds  
North Central Texas Emergency Communications District  
Sheriff, Hood County

**POLICY NUMBER:**  
 ADM 2.4

<b>Policy Name:</b> Third-Party Access to Telecommunications Towers	<b>Description:</b> This policy outlines NCT9-1-1's process of review for third-party requests to add equipment to its telecommunications towers.
<b>Date of Approval:</b> Insert the date of approval by the Board. It should coincide with a Board meeting.	<b>Revision History:</b> v.1.0 03/07/2019
<b>Effective Date:</b>	<b>Scheduled for Review:</b>
<b>Policy Topic:</b>	<b>Administering Department:</b> North Central Texas Emergency Communications District

**POLICY STATEMENTS:** A network of telecommunications towers supporting 9-1-1 operations is currently installed at strategic locations throughout the NCT9-1-1 region. The purpose of these towers is to increase resiliency and redundancy of the NCT9-1-1 system. The towers were erected pursuant to Interlocal agreements (ILAs) with the local governments on whose real property the towers reside. The towers and ILAs were transferred from the North Central Texas Council of Governments (NCTCOG) to NCT9-1-1 which now has ownership and responsibility for operation and maintenance.

Included in the ILAs is the ability for third-party entities to install additional equipment on the towers if certain requirements are met. These third-party requests are from the following categories: 1) a local government with a tower site and corresponding ILA and 2) a private third-party.

The following criteria must be met for a local government's request to install additional equipment to be considered:

- The additional equipment must meet tower load requirements.
- The additional equipment must be owned by, and solely to the benefit, of the local government.
- The additional equipment must not interfere with 9-1-1 operations.
- The additional equipment must not be revenue producing.

The following criteria must be met for a private third party's request to be considered:

- The additional equipment must meet tower load maximums.
- The additional equipment must not interfere with 9-1-1 operations.

If requests meet the aforementioned criteria, NCT9-1-1 will consider it for approval. NCT9-1-1 has the right to decline a request based on other factors, including requests in opposition to NCT9-1-1's mission and values.

If approved, local government equipment may be added and maintained at its sole expense and with no direct charges from NCT9-1-1. All expenses related to the installation of the local government's equipment, as well as NCT9-1-1 analysis and potential tower improvements as a result of the equipment installation, are the responsibility of the local government.

If approved, private third-party equipment may be added and maintained at the private third-party's sole expense and fees will be assessed by NCT9-1-1. NCT9-1-1 will utilize market rates and other factors to determine appropriate lease rates for each site. All expenses related to the installation, operation and removal of the vendor's equipment, as well as NCT9-1-1 analysis and potential tower improvements as a result of the equipment installation, are the responsibility of the vendor.

Requests will be considered on a first come, first serve basis. In the event tower space or loads are met or exceeded, no further requests will be considered for that location. Updates to and/or replacement of installed third-party equipment will require a new request.

Any revenue received by NCT9-1-1 will be used for cost recovery and maintenance of the towers.

NCT9-1-1 staff will conduct regular site surveys to ensure ongoing compliance and maintain an inventory of third-party equipment installed at all telecommunications tower sites.

**ACTIONS REQUIRED:** The NCT9-1-1 Board of Managers directs staff to develop and implement procedures and processes to implement this policy, to include the criteria defined herein as well as the following additional elements:

Before installing any third-party equipment, the local government or private third-party must:

- I. Send a written request to NCT9-1-1 at least thirty (30) days in advance of requested installation date. A "Tower Information Sheet" specific to the requested location will be provided to requestor and must be filled out and returned to NCT9-1-1 to be evaluated for approval.
- II. NCT9-1-1 utilizes its telecommunications tower vendor to evaluate the information for compliance with loading requirements, and confirmation that the request would not interfere with 9-1-1 operations.
- III. NCT9-1-1 makes final determination based on applicable factors.
- IV. NCT9-1-1 will notify requestor of approval/rejection of request in writing.

In the event of conflict or ambiguity with any submitted request, the NCT9-1-1 Executive Director shall have final authority and discretion to approve or deny such request.

**DEFINITIONS AND AUTHORIZATIONS:**

**RELATED POLICIES/RESOURCES:**

Microwave ILA  
Telecommunications Tower Lease Agreement

**INQUIRIES:** Direct questions regarding this policy to [911Projects@NCT911.org](mailto:911Projects@NCT911.org).

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**Approved**  
Executive Director  
North Central Texas Emergency Communications District





Quarterly Performance Report

**Training**

Number of Agencies:		18	Total Number of Attendees:		62
Date	Name of Course	Course Description	Total Attendees in Course	PSAPs Attending	
3/7/2019	APCO Bullying and Negativity in the Communications Center	Define bullying and negativity in the communications center with examples of both. Provide tools to combat this problem.	12	Allen Balch Springs Collin County Corsicana Ellis County Mineral Wells	
4/11/2019	The Healthy Dispatcher: Transformational Leadership	Leadership class designed specifically for 9-1-1 professionals. Topics covered are principles of effective supervision and powerful tools to demonstrate leadership .	32	Balch Springs Collin County Corsicana Ellis County Grand Praire Midlothian NTECC Prosper Walker County White Settlement Wise County Wylie	
5/23/2019	Call Handling Equipment - 8 Hour	Call Handling Equipment and TDD/TTY for new telecommunicators	1	Sequoyah County Oklahoma Cockrell Hill PD	
5/29/2019	SAFVIC for TCP's	Sexual Assault and Family Violence Investigator Course is designed to provide law enforcement and telecommunicators the tools they need to effectively take and process calls from potential victims.	10	Balch Springs PD Collin County Decatur PD Ferris PD North Richland Hills PD Weatherford PD	
5/30/2019	SAFVIC - Human Trafficking	Human Trafficking Investigator Course is designed to provide law enforcement the tools they need to effectively identify sex trafficking and commercial exploitation of children.	7	Texas A&M University PD Balch Springs PD Decatur PD Lewisville PD Round Rock PD	

**Quality Assurance / Monitoring**

Number of Monitoring Visits		38	Number of Findings:	0
Date	PSAP	Findings		
3/5/2019	LifeCare EMS	0		
3/6/2019	Parker County Sheriff's Office	0		
3/6/2019	Weatheford Police Department	0		
4/16/2019	Corsicana Police Department	0		
4/16/2019	Ellis County Sheriff's Office	0		
4/16/2019	Navarro County Sheriff's Office	0		
4/16/2019	North Ellis Emergency Dispatch	0		
4/16/2019	Waxahachie Police Department	0		
4/18/2019	LifeCare EMS	0		
4/18/2019	Mineral Wells Police Department	0		
4/18/2019	Palo Pinto County Sheriff's Office	0		
4/18/2019	Parker County Sheriff's Office	0		
4/18/2019	Springtown Police Department	0		
4/18/2019	Weatheford Police Department	0		
4/23/2019	Cleburne Police Department	0		
4/23/2019	Hood County Sheriff's Office	0		
4/23/2019	Johnson County Emergency Service District Johnson County Sheriff's Office / Keene	0		
4/23/2019	Police Department	0		
5/2/2019	Bridgeport Police Department	0		
5/2/2019	Decatur Police Department	0		
5/2/2019	Wise County Sheriff's Office	0		
5/9/2019	Dublin Police Department	0		
5/9/2019	Erath County Sheriff's Office	0		
5/9/2019	Somervell County Sheriff's Office	0		
5/9/2019	Stephenville Police Department	0		
5/15/2019	Collin County Sheriff's Office	0		
5/15/2019	McKinney Police Department	0		
5/21/2019	Commerce Police Department	0		
5/21/2019	Greenville Police Department	0		
5/21/2019	Hunt County Sheriff's Office	0		
5/21/2019	Rockwall County Sheriff's Office	0		
5/21/2019	Rockwall Police Department	0		
5/30/2019	Balch Springs Police Department	0		

5/30/2019	Forney Police Department	0
	Kaufman County Regional Communications	
5/30/2019	Center	0
5/30/2019	Seagoville Police Department	0
5/30/2019	Terrell Police Department	0
5/30/2019	Wilmer Police Department	0
5/31/2019	Cockrell Hill Police Department	0

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**Communication**

**Facebook**

Dates	Total Reach	Total Impression	Engaged Users	Negative Feedback
Feb-19	68,619	101,855	4,760	12
Mar-19	65,406	101,865	4,494	4
Apr-19	54,322	78,019	2,820	35
May-19	20,143	29,920	1,839	29

**Twitter**

Date	Impressions	Engagements	Retweets	Likes	Clicks	Expands	Followers
Feb-19	30,800	232	60	116	54	50	3
Mar-19	35,400	316	44	94	51	50	0
Apr-19	1,667	212	45	45	19	45	0
May-19	11,400	196	26	46	43	19	0

**Website**

**Home Page Views**

Date	Unique View	Users	Bounce Rate	Time on Page
Feb-19	669	492	37.5	0:59
Mar-19	3,749	1324	62.82	1:31
Apr-19	3,885	1465	64.72	1:16
May-19	1,829	1492	69.1	1:12

**Sources Overview**

Date	Direct Traffic	Referrals	Social Media	Search	Email
Feb-19	491	282	89	225	35
Mar-19	434	208	104	263	28
Apr-19	522	198	374	260	44
May-19	597	184	198	225	44

**Public Education Supplies**

Date	Total Supplies Disbursed
Feb-19	0
Mar-19	5,611
Apr-19	2,350
May-19	17,484

**Public Education Events**

Date	Name of Event	Agency
2/4/2019	Fundraiser at Freddy's	Terrell Police Department
2/12/2019	Health and Safety Fair	Frisco Police Department
3/7/2019	Multi-Cultural Fair	Cleburne Police Department
3/23/2019	Frisco Festival of Colors	Frisco Police Department
3/27/2019	DFW Public Safety Career	McKinney Police Department
3/29/2019	Public Educations at Terrell ISD Elementary	Terrell Police Department
4/6/2019	Kerri Abott	Cleburne Police Department
4/6/2019	Faith Lutheran Church - Public Safety	Stephenville Police Department
4/8/2019	Open Mind Conference	Parker County Sheriff's Department
4/8/2019	Winning Mind Conference	Parker County Sheriff's Department
4/10/2019	April Fool Day 2019	Somervell County Sheriff's Office
4/12/2019	The Day of the Baby	Cockrell Hill Police Department
4/16/2019	9-1-1 Safety	Corsicana Police Department
	Waxahachie ISD Law Enforcement Career	
4/25/2019	Day	Waxahachie Police Department
4/27/2019	Derrick Days	Corsicana Police Department
4/27/2019	Aspasians Market Place - Founders Day	Rockwall Police Department

**Service Interruptions**

**Number of Outages:**

3

Date	Agency	Hours	Reason	How were calls handled
2/28/2019	Cockrell Hill PD	4.00	Electical Maintenance	Calls re-routed to Dallas County SO
4/21/2019	Murphy PD	4.00	Generator Issues	Calls Re-routed to Sachse PD
4/1/2019	Waxahachie PD	12.00	Power Outage	Calls re-routed to Midlothian PD

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**PSAP Call Volume Statistics**

		Feb-19						
County	PSAP	Wireline	VoIP	WireLess	Text	Telematics	Total	
COLLIN	ALLEN POLICE DEPARTMENT	168	82	2,134	105	7	2,489	
COLLIN	COLLIN COUNTY SHERIFF'S DEPARTMENT	155	61	3,603	101	8	3,920	
COLLIN	FRISCO POLICE DEPARTMENT	313	198	4,499	118	14	5,128	
COLLIN	MCKINNEY POLICE DEPARTMENT	333	214	3,727	125	11	4,399	
COLLIN	MURPHY POLICE DEPARTMENT	36	14	164	0	0	214	
COLLIN	PROSPER POLICE DEPARTMENT	31	17	342	3	5	393	
DALLAS	BALCH SPRINGS POLICE DEPARTMENT	73	35	1,902	12	0	2,022	
DALLAS	COCKRELL HILL POLICE DEPARTMENT	7	19	40	0	0	66	
DALLAS	SACHSE POLICE DEPARTMENT	23	50	337	0	0	410	
DALLAS	SEAGOVILLE POLICE DEPARTMENT	41	32	797	79	0	949	
DALLAS	WILMER POLICE DEPARTMENT	4	10	290	0	1	304	
ELLIS	ELLIS COUNTY SHERIFF'S DEPARTMENT	78	17	2,290	38	5	2,423	
ELLIS	NORTH ELLIS EMERGENCY DISPATCH	119	41	1,252	8	2	1,420	
ELLIS	WAXAHACHIE POLICE DEPARTMENT	151	56	1,390	22	2	1,619	
ERATH	DUBLIN POLICE DEPARTMENT	18	2	49	0	0	69	
ERATH	ERATH COUNTY SHERIFF'S DEPARTMENT	26	1	715	0	0	742	
ERATH	STEPHENVILLE POLICE DEPARTMENT	85	26	481	6	2	598	
HOOD	HOOD COUNTY SHERIFF'S DEPARTMENT	266	33	1,468	24	4	1,791	
HUNT	COMMERCE POLICE DEPARTMENT	30	13	201	6	4	250	
HUNT	GREENVILLE POLICE DEPARTMENT	143	84	1,233	32	0	1,492	
HUNT	HUNT COUNTY SHERIFF'S DEPARTMENT	133	30	2,155	28	3	2,346	
JOHNSON	CLEBURNE POLICE DEPARTMENT	171	40	931	62	0	1,204	
JOHNSON	JOHNSON COUNTY ESD	154	28	697	0	0	879	
JOHNSON	JOHNSON COUNTY SHERIFF'S DEPARTMENT / KEENE POLICE DEPARTMENT	157	40	3,011	18	1	3,226	
KAUFMAN	FORNEY POLICE DEPARTMENT	77	25	594	49	1	745	
KAUFMAN	KAUFMAN COUNTY REGIONAL COMMUNICATION CENTER	207	33	3,306	142	5	3,688	
KAUFMAN	TERRELL POLICE DEPARTMENT	285	51	757	11	3	1,104	
NAVARRO	CORSICANA POLICE DEPARTMENT	142	48	1,017	137	0	1,344	
NAVARRO	NAVARRO COUNTY SHERIFF'S DEPARTMENT	74	4	1,430	65	5	1,573	
PALO PINTO	MINERAL WELLS POLICE DEPARTMENT	81	24	550	10	0	665	
PALO PINTO	PALO PINTO COUNTY SHERIFFS DEPARTMENT	30	8	489	13	1	540	
PARKER	LIFECARE EMS	0	0	0	0	0	0	
PARKER	PARKER COUNTY SHERIFF'S DEPARTMENT	146	19	2,709	18	7	2,892	
PARKER	SPRINGTOWN POLICE DEPARTMENT	19	0	75	0	1	94	
PARKER	WEATHERFORD POLICE DEPARTMENT	121	34	852	28	2	1,035	
ROCKWALL	ROCKWALL COUNTY SHERIFF'S DEPARTMENT	39	12	1,120	74	3	1,245	
ROCKWALL	ROCKWALL POLICE DEPARTMENT	177	42	1,507	23	4	1,749	
SOMERVELL	SOMERVELL COUNTY SHERIFF'S DEPARTMENT	48	0	209	36	0	293	
WISE	BRIDGEPORT POLICE DEPARTMENT	99	3	60	1	2	163	
WISE	DECATUR POLICE DEPARTMENT	62	37	234	4	0	337	
WISE	WISE COUNTY SHERIFF'S DEPARTMENT	66	17	1,334	61	3	1,478	

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		Mar-19						
County	PSAP	Wireline	VoIP	WireLess	Text	Telematics	Total	
COLLIN	ALLEN POLICE DEPARTMENT	200	100	2,575	38	6	2,913	
COLLIN	COLLIN COUNTY SHERIFF'S DEPARTMENT	198	56	4,189	23	9	4,466	
COLLIN	FRISCO POLICE DEPARTMENT	336	184	6,212	29	21	6,761	
COLLIN	MCKINNEY POLICE DEPARTMENT	356	244	4,719	45	8	5,364	
COLLIN	MURPHY POLICE DEPARTMENT	35	19	183	0	0	237	
COLLIN	PROSPER POLICE DEPARTMENT	47	27	401	0	1	475	
DALLAS	BALCH SPRINGS POLICE DEPARTMENT	90	103	2,320	9	3	2,522	
DALLAS	COCKRELL HILL POLICE DEPARTMENT	10	47	54	0	0	111	
DALLAS	SACHSE POLICE DEPARTMENT	35	53	380	4	0	472	
DALLAS	SEAGOVILLE POLICE DEPARTMENT	63	47	894	4	0	1,008	
DALLAS	WILMER POLICE DEPARTMENT	2	33	333	1	0	369	
ELLIS	ELLIS COUNTY SHERIFF'S DEPARTMENT	74	35	2,716	3	6	2,828	
ELLIS	NORTH ELLIS EMERGENCY DISPATCH	166	44	1,638	5	2	1,853	
ELLIS	WAXAHACHIE POLICE DEPARTMENT	126	65	1,682	8	6	1,881	
ERATH	DUBLIN POLICE DEPARTMENT	9	5	45	0	0	59	
ERATH	ERATH COUNTY SHERIFF'S DEPARTMENT	35	3	771	3	3	812	
ERATH	STEPHENVILLE POLICE DEPARTMENT	70	33	552	3	0	658	
HOOD	HOOD COUNTY SHERIFF'S DEPARTMENT	283	33	1,710	5	4	2,031	
HUNT	COMMERCE POLICE DEPARTMENT	30	16	210	3	0	259	
HUNT	GREENVILLE POLICE DEPARTMENT	147	121	1,477	7	8	1,752	
HUNT	HUNT COUNTY SHERIFF'S DEPARTMENT	158	31	2,637	24	5	2,850	
JOHNSON	CLEBURNE POLICE DEPARTMENT	229	33	1,128	16	3	1,406	
JOHNSON	JOHNSON COUNTY ESD	217	61	3,608	9	2	3,895	
JOHNSON	JOHNSON COUNTY SHERIFF'S DEPARTMENT / KEENE POLICE DEPARTMENT	219	34	846	0	0	1,099	
KAUFMAN	FORNEY POLICE DEPARTMENT	83	35	824	25	1	967	
KAUFMAN	KAUFMAN COUNTY REGIONAL COMMUNICATION CENTER	276	38	3,937	25	1	4,276	
KAUFMAN	TERRELL POLICE DEPARTMENT	302	846	928	4	0	2,080	
NAVARRO	CORSICANA POLICE DEPARTMENT	156	62	1,128	5	0	1,351	
NAVARRO	NAVARRO COUNTY SHERIFF'S DEPARTMENT	78	7	1,568	13	2	1,666	
PALO PINTO	MINERAL WELLS POLICE DEPARTMENT	102	28	607	3	0	740	
PALO PINTO	PALO PINTO COUNTY SHERIFFS DEPARTMENT	33	5	602	2	0	642	
PARKER	LIFECARE EMS	102	30	472	0	0	604	
PARKER	PARKER COUNTY SHERIFF'S DEPARTMENT	130	27	3,195	8	5	3,360	
PARKER	SPRINGTOWN POLICE DEPARTMENT	41	4	107	0	0	152	
PARKER	WEATHERFORD POLICE DEPARTMENT	147	43	1,026	4	5	1,220	
ROCKWALL	ROCKWALL COUNTY SHERIFF'S DEPARTMENT	38	10	1,388	37	0	1,473	
ROCKWALL	ROCKWALL POLICE DEPARTMENT	218	64	1,741	9	9	2,032	
SOMERVELL	SOMERVELL COUNTY SHERIFF'S DEPARTMENT	43	1	332	15	1	391	
WISE	BRIDGEPORT POLICE DEPARTMENT	87	1	84	0	0	172	
WISE	DECATUR POLICE DEPARTMENT	65	41	350	2	1	458	
WISE	WISE COUNTY SHERIFF'S DEPARTMENT	77	9	1,824	8	5	1,918	

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	Apr-19							
County	PSAP	Wireline	VoIP	WireLess	Text	Telematics	Total	
COLLIN	ALLEN POLICE DEPARTMENT	267	95	2,470	40	5	2,872	
COLLIN	COLLIN COUNTY SHERIFF'S DEPARTMENT	200	69	4,424	25	5	4,718	
COLLIN	FRISCO POLICE DEPARTMENT	396	186	5,221	27	19	5,830	
COLLIN	MCKINNEY POLICE DEPARTMENT	335	244	4,316	32	12	4,927	
COLLIN	MURPHY POLICE DEPARTMENT	29	16	194	1	3	240	
COLLIN	PROSPER POLICE DEPARTMENT	35	21	438	2	5	496	
DALLAS	BALCH SPRINGS POLICE DEPARTMENT	91	34	2,375	4	2	2,504	
DALLAS	COCKRELL HILL POLICE DEPARTMENT	2	13	53	0	0	68	
DALLAS	SACHSE POLICE DEPARTMENT	30	31	378	2	1	441	
DALLAS	SEAGOVILLE POLICE DEPARTMENT	43	24	956	8	0	1,031	
DALLAS	WILMER POLICE DEPARTMENT	7	21	360	1	0	389	
ELLIS	ELLIS COUNTY SHERIFF'S DEPARTMENT	72	14	2,880	5	3	2,971	
ELLIS	NORTH ELLIS EMERGENCY DISPATCH	138	41	1,521	6	0	1,706	
ELLIS	WAXAHACHIE POLICE DEPARTMENT	134	68	1,639	3	3	1,844	
ERATH	DUBLIN POLICE DEPARTMENT	13	18	50	0	0	81	
ERATH	ERATH COUNTY SHERIFF'S DEPARTMENT	42	7	900	0	1	949	
ERATH	STEPHENVILLE POLICE DEPARTMENT	92	29	587	0	3	708	
HOOD	HOOD COUNTY SHERIFF'S DEPARTMENT	290	34	1,918	10	4	2,252	
HUNT	COMMERCE POLICE DEPARTMENT	33	18	231	1	0	283	
HUNT	GREENVILLE POLICE DEPARTMENT	218	68	1,536	7	4	1,829	
HUNT	HUNT COUNTY SHERIFF'S DEPARTMENT	152	48	2,713	5	4	2,918	
JOHNSON	CLEBURNE POLICE DEPARTMENT	186	31	1,222	4	0	1,443	
JOHNSON	JOHNSON COUNTY ESD	192	29	3,509	4	0	3,734	
JOHNSON	JOHNSON COUNTY SHERIFF'S DEPARTMENT / KEENE POLICE DEPARTMENT	170	17	797	0	0	984	
KAUFMAN	FORNEY POLICE DEPARTMENT	84	33	775	19	1	911	
KAUFMAN	KAUFMAN COUNTY REGIONAL COMMUNICATION CENTER	224	28	4,020	18	5	4,290	
KAUFMAN	TERRELL POLICE DEPARTMENT	274	72	946	1	1	1,293	
NAVARRO	CORSICANA POLICE DEPARTMENT	107	46	1,150	16	1	1,319	
NAVARRO	NAVARRO COUNTY SHERIFF'S DEPARTMENT	74	7	1,600	9	2	1,690	
PALO PINTO	MINERAL WELLS POLICE DEPARTMENT	68	24	649	1	0	742	
PALO PINTO	PALO PINTO COUNTY SHERIFFS DEPARTMENT	54	4	632	6	3	696	
PARKER	LIFECARE EMS	90	39	466	0	1	595	
PARKER	PARKER COUNTY SHERIFF'S DEPARTMENT	118	24	3,217	5	9	3,364	
PARKER	SPRINGTOWN POLICE DEPARTMENT	16	1	110	0	0	127	
PARKER	WEATHERFORD POLICE DEPARTMENT	133	42	1,053	7	5	1,235	
ROCKWALL	ROCKWALL COUNTY SHERIFF'S DEPARTMENT	42	16	1,318	38	2	1,414	
ROCKWALL	ROCKWALL POLICE DEPARTMENT	216	47	1,794	10	8	2,067	
SOMERVELL	SOMERVELL COUNTY SHERIFF'S DEPARTMENT	48	4	336	12	0	400	
WISE	BRIDGEPORT POLICE DEPARTMENT	120	3	115	1	0	239	
WISE	DECATUR POLICE DEPARTMENT	80	27	334	2	1	443	
WISE	WISE COUNTY SHERIFF'S DEPARTMENT	96	18	1,777	3	5	1,894	

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		May-19						
County	PSAP	WireLine	VoIP	WireLess	Text	Telematics	Total	
COLLIN	ALLEN POLICE DEPARTMENT	221	107	2,851	89	6	3,268	
COLLIN	COLLIN COUNTY SHERIFF'S DEPARTMENT	144	84	4,745	142	9	5,115	
COLLIN	FRISCO POLICE DEPARTMENT	366	155	5,771	104	24	6,396	
COLLIN	MCKINNEY POLICE DEPARTMENT	414	283	4,877	174	17	5,748	
COLLIN	MURPHY POLICE DEPARTMENT	24	28	198	0	1	250	
COLLIN	PROSPER POLICE DEPARTMENT	43	25	453	6	3	527	
DALLAS	BALCH SPRINGS POLICE DEPARTMENT	89	125	2,489	31	3	2,734	
DALLAS	COCKRELL HILL POLICE DEPARTMENT	5	40	46	0	0	91	
DALLAS	SACHSE POLICE DEPARTMENT	30	52	451	29	6	562	
DALLAS	SEAGOVILLE POLICE DEPARTMENT	46	27	1,004	13	0	1,090	
DALLAS	WILMER POLICE DEPARTMENT	5	34	347	14	1	400	
ELLIS	ELLIS COUNTY SHERIFF'S DEPARTMENT	80	38	3,183	18	6	3,319	
ELLIS	NORTH ELLIS EMERGENCY DISPATCH	140	74	1,642	3	5	1,859	
ELLIS	WAXAHACHIE POLICE DEPARTMENT	164	94	1,953	27	5	2,238	
ERATH	DUBLIN POLICE DEPARTMENT	6	10	77	0	0	93	
ERATH	ERATH COUNTY SHERIFF'S DEPARTMENT	48	8	797	59	2	912	
ERATH	STEPHENVILLE POLICE DEPARTMENT	81	28	539	34	1	682	
HOOD	HOOD COUNTY SHERIFF'S DEPARTMENT	292	46	1,914	8	3	2,260	
HUNT	COMMERCE POLICE DEPARTMENT	25	28	226	8	0	287	
HUNT	GREENVILLE POLICE DEPARTMENT	166	91	1,717	46	4	2,020	
HUNT	HUNT COUNTY SHERIFF'S DEPARTMENT	163	33	2,901	49	2	3,146	
JOHNSON	CLEBURNE POLICE DEPARTMENT	193	38	1,144	41	3	1,416	
JOHNSON	JOHNSON COUNTY ESD	180	53	3,857	20	0	4,110	
JOHNSON	JOHNSON COUNTY SHERIFF'S DEPARTMENT / KEENE POLICE DEPARTMENT	153	32	771	0	0	956	
KAUFMAN	FORNEY POLICE DEPARTMENT	68	32	891	51	2	1,042	
KAUFMAN	KAUFMAN COUNTY REGIONAL COMMUNICATION CENTER	209	53	4,381	53	6	4,696	
KAUFMAN	TERRELL POLICE DEPARTMENT	249	76	995	2	1	1,322	
NAVARRO	CORSICANA POLICE DEPARTMENT	136	47	1,370	95	1	1,648	
NAVARRO	NAVARRO COUNTY SHERIFF'S DEPARTMENT	83	6	2,049	48	9	2,186	
PALO PINTO	MINERAL WELLS POLICE DEPARTMENT	66	39	621	8	0	734	
PALO PINTO	PALO PINTO COUNTY SHERIFFS DEPARTMENT	58	4	786	16	0	864	
PARKER	LIFECARE EMS	89	36	516	0	0	641	
PARKER	PARKER COUNTY SHERIFF'S DEPARTMENT	117	33	3,625	26	8	3,801	
PARKER	SPRINGTOWN POLICE DEPARTMENT	10	2	133	0	2	145	
PARKER	WEATHERFORD POLICE DEPARTMENT	140	51	1,203	9	6	1,403	
ROCKWALL	ROCKWALL COUNTY SHERIFF'S DEPARTMENT	50	15	1,511	67	1	1,643	
ROCKWALL	ROCKWALL POLICE DEPARTMENT	179	59	1,820	36	8	2,094	
SOMERVELL	SOMERVELL COUNTY SHERIFF'S DEPARTMENT	61	3	345	36	4	445	
WISE	BRIDGEPORT POLICE DEPARTMENT	111	0	128	0	0	239	
WISE	DECATUR POLICE DEPARTMENT	61	36	350	0	1	447	
WISE	WISE COUNTY SHERIFF'S DEPARTMENT	72	16	1,996	25	3	2,109	

**GIS Errors**

<b>County</b>	<b>May-19</b>
Collin	1,342
Dallas	102
Ellis	111
Erath	81
Hood	25
Hunt	55
Johnson	330
Kaufman	567
Navarro	140
Palo Pinto	53
Parker	2,464
Rockwall	312
Somervell	14
Wise	116

**Database**

**Total ALI Bids**

	<b>Total ALI Bids</b>	<b>Total No Record Found</b>	<b>% of Calls without Location Information</b>	<b>% of Calls with Location Information</b>
Feb-19	22,293	1,006	4.51	95.49
Mar-19	25,074	641	2.56	97.44
Apr-19	24,079	583	2.42	97.58
May-19	25,290	582	2.3	97.7



**North Central Texas Emergency Communications District**  
**March/April 2019**  
**Accomplishments**

1. GIS/Data staff implemented GIS Data Quality Control Software (“DataHub”) and branded the new operation as NCT9-1-1’s “Regional GIS Data Quality Control.”
2. GIS staff created a seamless regional satellite imagery basemap for PSAPs and Addressing Authorities updated every sixty days or less.
3. GIS staff implemented a production system for producing IoT content such as Waze and low-water gauge sensors. The team worked in partnership with E&D to satisfy a federal grant for the City of McKinney.
4. GIS staff launched an external Sharepoint site for the Addressing Authorities and worked closely with RIS on pioneering the first migration of content to “Sharepoint Modern.”
5. Completed Annual PUC required CTU continuity of operations exercise.
6. Completed vendor due diligence for potential NG Core Services procurement. Evaluation and Director report to follow.
7. Darktrace security device installed at DALs for proof of concept (POC).
8. Completed Transformational Communications Center Leadership (8-hour) course. Thirty-two telecommunicators completed the course.
9. Finalized the NCT9-1-1 branding guide which includes formatting guidelines and checklists.
10. Finalized and implemented guidelines on relocation assistance, managerial office coverage, and telecommuting.
11. Conducted one Addressing Coordinator ILA workshop and two PSAP ILA workshops.
12. LifeCare secondary PSAP equipment was installed and is went live on March 5<sup>th</sup>.
13. Total network redesign to provide improve call routing and fail over within NCT9-1-1 ESInet, which consists of microwave, terrestrial, and LTE networks, with SD-WAN.
14. Implementation of a disaster recovery (DR) site in our Arlington HQ server room, which will serve as a backup site to our two data centers in the event of a data center outage, or the possible future need to relocate a data center location.
15. Implement new data backup and storage solution for more reliable data replication between our two data centers and DR site.
16. Implemented a credential management solution for improved password security and login management of multiple systems.
17. Procured network components for Data Center Interconnect/Proxy project, which will provide even more redundancy, resiliency, and stability within our core and ESInet.





FINANCIAL STATUS REPORT  
AS OF: APRIL 30, 2019<sup>(1)</sup>

<b>REVENUES:</b>				
Revenue Category	Revenue Budget	Revenue	Amount Remaining	% Received
Wireless	6,904,945	2,759,075	4,145,870	39.96%
Landline(2)	2,301,648	522,672	1,778,976	22.71%
Local Fee for Service	5,000	12,059	(7,059)	241.18%
<b>Total Revenue</b>	<b>9,211,593</b>	<b>3,293,806</b>	<b>5,917,787</b>	<b>35.76%</b>
<b>EXPENDITURES:</b>				
<b>LABOR &amp; LABOR RELATED (3)</b>				
Category	Budget	Expenditures	Amount Remaining	% Expended
Salaries	1,989,100	760,823	1,228,277	38.25%
Fringe Benefits	909,020	347,659	561,361	38.25%
NCTCOG Indirect	512,970	196,201	316,769	38.25%
Facility Charges	313,850	146,488	167,362	46.67%
NCTCOG Network Svc	154,320	73,355	80,965	47.53%
Travel	54,200	33,857	20,343	62.47%
<b>Total Labor &amp; Labor Related</b>	<b>3,933,460</b>	<b>1,558,383</b>	<b>2,375,077</b>	<b>39.62%</b>
<b>FISCAL AGENT SUPPORT</b>				
Category	Budget	Expenditures	Amount Remaining	% Expended
Administrative, Legal Support (4)	170,830	127,873	42,957	74.85%
<b>COST OF OPERATIONS (5)</b>				
Categories	Budget	Expenditures	Amount Remaining	% Expended
9-1-1 Network	1,327,760	76,186	1,251,574	5.74%
Contract Services	858,480	26,643	831,837	3.10%
Equipment Maintenance	435,740	0	435,740	0.00%
Data Center Leases	361,690	1,630	360,060	0.45%
Capital Outlay	162,500	0	162,500	0.00%
Software	101,170	0	101,170	0.00%
Public Education Materials	83,330	1,312	82,018	1.57%
Advertising	50,000	0	50,000	0.00%
Other Costs	161,243	151,524	9,719	93.97%
<b>Total Cost of Operations</b>	<b>3,541,913</b>	<b>257,295</b>	<b>3,284,618</b>	<b>7.26%</b>
<b>LOCAL GOVERNMENT REIMBURSEMENTS</b>				
Category	Budget	Expenditures	Amount Remaining	% Expended
County Reimbursements (6)	1,565,390	83	1,565,307	0.01%
<b>TOTAL Expenditures</b>				
Category	Budget	Expenditures	Amount Remaining	% Expended
Totals	9,211,593	1,943,634	7,267,959	21.10%

NOTES		
Reference No	Category	Description
1	Fiscal year	Current NCT9-1-1 District budget year is December 3, 2018 through September 30, 2019. April represents the fifth month or 50% of the fiscal yr.
2	Landline	Includes collections of \$432,432 through April plus an accrual of \$90,240. Still in process of collecting fees primarily for the months of December and January currently projected at an amount totaling \$244,000.
3	Labor & Labor Related	Salaries, fringe benefits and indirect costs are below plan due to 8 unfilled positions. Some of these positions will be filled before year-end.
4	Fiscal Agent Support	Includes costs for NCTCOG administration support (accounting) and legal services. The budget included approximately 1.5 FTEs. Actual FTE charges have been higher primarily due to the complexities regarding the transition to the NCT9-1-1 District.
5	Cost of Operations	Prior to the formation of the 911 District, NCTCOG paid for multiple invoices related to the budget line items included within this category utilizing CSEC close-out funding (as opposed to 911 district funding). Beginning in May of 2019, all CSEC funding has been fully exhausted and 911 District funding will be utilized for these budget line items during the balance of the fiscal year.
6	Local Government Reimbursements	See explanation for "Cost of Operations" above.



## North Central Texas Emergency Communications District Fiscal Year 2020 Budget Narrative

### **Background:**

NCT9-1-1 was established in December 2018 as a regional Emergency Communications District according to Chapter 772 of Texas Health and Safety Code. Before this transition the 9-1-1 program was regulated and funded by The Commission on State Emergency Communications (CSEC) for the State of Texas. According to Chapter 772 of the Texas Health and Safety code, North Central Texas Council of Governments (NCTCOG) was designated as the Fiscal and Administrative agent for the newly created NCT9-1-1 District.

The Fiscal Year 2019 budget was prepared according to the CSEC budgeting methodology and was approved by the NCTCOG Executive Board within their September 2018 meeting. Upon NCT9-1-1 District formation, a 10/12 version was approved during the initial December 2018 NCT9-1-1 board meeting.

The Fiscal Year 2020 budget is the first for NCT9-1-1 staff. The new structure for NCT9-1-1 is broken into multiple teams. There are six (6) separate teams as follows:

- Admin Management and Support
- Data
- GIS
- Operations
- Projects
- Technology

In addition to the above, NCTCOG will provide support to the 9-1-1 District primarily as it relates to Administrative and Legal services.

### **Projected Revenue:**

In prior years, NCTCOG revenue for 9-1-1 service was determined by the appropriations process and allocated by CSEC primarily from Service Fee Providers. NCT9-1-1 revenues will be from Service Providers in our area. NCT9-1-1 is collecting \$.50 per line less a 1-2% service fee that the Providers may keep. There are 2 separate types of lines:

- Wireless – Collected by the Comptroller and put in a trust at CSEC. They distribute these funds to NCT9-1-1 monthly.
- Landline – This includes residential, business, and VOIP. These are sent to NCT9-1-1 directly.

For Fiscal Year 2020, the projected revenue totals \$10.5 million as follows:



## North Central Texas Emergency Communications District Fiscal Year 2020 Budget Narrative

- Wireless – \$8.3 million (79% of total)
- Landline – \$2.2 million (21% of total)

These projections are based on actual receipts from December 2018 to March 2019.

### **Projected Expenses:**

The total projected expenses are currently being developed but will not exceed the \$10.5 million in revenue as stated above. The largest budget category, personnel related costs, is currently estimated at \$4.8 million (supports 35.2 full-time equivalent staff (FTE)).

### **Fund Balance:**

Prior to the formation of the NCT9-1-1 District, funding was provided by CSEC on a cost reimbursement basis. All funds had to be expended or encumbered by the end of each biennium. This prevented any opportunity to accumulate operating reserve funds or capital replacement funds for future years utilization.

Since the formation of NCT9-1-1, operating and capital replacement reserves will accumulate based on annual set asides. The NCT9-1-1 policy relating to fund balance states that the top 2 priorities for usage of fund balance are the following:

- Operations Reserve – Target is 25% of operating costs.
- Capital Replacement – Funds accumulated to replace equipment to support the operations of NCT9-1-1 currently estimated to total approximately \$1.5 million annually.

Fiscal year 2019 is projected to result in revenues in excess of expenses of approximately \$2 million which will be utilized for operating and capital replacement reserves. Based on current assumptions, expected inflows and outflows as well as limited information from service providers, projected operating costs are expected to result in no funds available to increase operating or capital replacement reserves in Fiscal Year 2020.

### **Strategic Plan**

After the budget is approved, staff will provide a strategic plan that outlines the focus and projects outside of daily operation costs anticipated for the fiscal year.