

THE STATE OF TEXAS

COUNTY OF COLLIN

MISCELLANEOUS ORDERS
ACCEPT GRANT FUNDS
COMMISSION ON STATE EMERGENCY
COMMUNICATIONS
GIS/RURAL ADDRESSING

On **May 20, 2002**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Ron Harris
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Jack Hatchell

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval to accept funding from the North Central Texas Council of Governments regarding Commission on State Emergency Communications (CSEC).

Thereupon, a motion was made, seconded and carried with a majority vote of the court approving to accept funding from the North Central Texas Council of Governments for rural address maintenance. Same is hereby approved in accordance with the attached documentation.



Ron Harris, County Judge



Phyllis Cole, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2



Joe Jaynes, Commissioner, Pct. 3



Jack Hatchell, Commissioner, Pct. 4

ATTEST:



Helen Starnes, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S





Information Services

Caren Skipworth, Director

TO: Budget Department

FROM: Caren Skipworth, Information Services

DATE: May 9, 2002

Subject: Quarterly Addressing Maintenance Grants

As per Commissioners' Court Order 2001-014-01-08 (Interlocal Agreement between the North Central Council of Governments and Collin County, Texas for e9-1-1 service, equipment and addressing/addressing maintenance), Collin County is eligible for funding through NCTCOG and the Commission on State Emergency Communications (CSEC). Article 5 of the Interlocal agreement (attached) references the CSEC Rule 251.9 (also attached) stipulating the guidelines for rural addressing and the use of state funds. Based on NCTCOG's Strategic Plan, each qualified county can request reimbursement for expenditures on a quarterly basis.

In the past, Collin County has applied for grant funds annually. NCTCOG has requested that we update our budget cost components quarterly. The GIS/Rural Addressing department will continue to apply for grant funds through NCTCOG and CSEC in compliance with CSEC Rule 251.9. We will continue to ask the Court's acceptance of forthcoming quarterly grant funds.

CS:pt

THE STATE OF TEXAS

AGREEMENTS
INTERLOCAL AGREEMENT
NORTH CENTRAL TEXAS COUNCIL OF
GOVERNMENTS/E911 SERVICE
COMMISSIONERS COURT

COUNTY OF COLLIN

On January 8, 2001, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Ron Harris
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Jack Hatchell

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered approval of an Interlocal agreement between the North Central Texas Council of Governments and Collin County for E911 Service, Equipment and Addressing/addressing Maintenance.

Thereupon, a motion was made, seconded and carried with a majority vote of the court authorizing the attached Interlocal agreement between the North Central Texas Council of Governments and Collin County for E911 Service, Equipment and Addressing/addressing Maintenance; and further authorize County Judge to execute Agreement. Same is hereby approved as per the attached documentation.



Ron Harris, County Judge



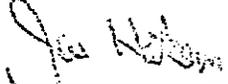
Phyllis Cole, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2



Joe Jaynes, Commissioner, Pct. 3

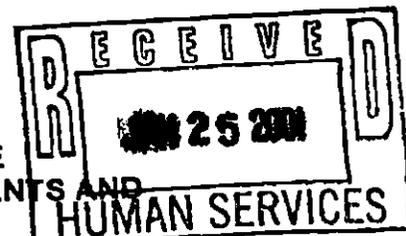


Jack Hatchell, Commissioner, Pct. 4

ATTEST:



Helen Starnes, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S



**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND
COLLIN COUNTY, TEXAS
FOR 9-1-1 SERVICE, EQUIPMENT AND ADDRESSING/ADDRESSING
MAINTENANCE**

Article 1: Parties & Purpose

- 1.1 The North Central Texas Council of Governments (hereafter NCTCOG) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. NCTCOG has developed a Strategic Plan (Plan) to establish and maintain 9-1-1 emergency telephone service in State Planning Region 4, and the Commission on State Emergency Communications (CSEC) has approved its current Plan.
- 1.2 Collin County, Texas is a local government that operates one or more Public Service Answering Points (PSAPs) that assist in implementing the Plan as authorized by Chapter 771 of the Health and Safety Code.
- 1.3 Collin County, Texas (hereafter Local Government) is a local government that is authorized to perform addressing and/or addressing maintenance activities under the County Road and Bridge Act.
- 1.4 This contract is entered into between NCTCOG and Local Government under Chapter 791 of the Government Code so that Local Government can participate in the enhanced 9-1-1 emergency telephone system in the region and perform addressing and/or addressing maintenance activities.
- 1.5 The Commission on State Emergency Communications (CSEC or Commission), as authorized by the Health & Safety Code, Chapter 771, is the oversight and funding authority for regional councils implementing 9-1-1 and addressing/addressing maintenance services through local governments.

Article 2: Stipulations

As required by the Memorandum of Understanding (MOU) that has been executed between NCTCOG and the CSEC, NCTCOG shall execute interlocal agreements between itself and its member local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds and adherence to applicable law. At a minimum, the parties of this contract agree:

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

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

Article 3: Program Deliverables – 9-1-1 & Addressing Equipment & Data

Local Government agrees to comply with all applicable law, CSEC Rules and NCTCOG policies in providing the following deliverables to this contract. To the extent that NCTCOG policies are not consistent with applicable law, the applicable law prevails.

Ownership, Transference & Disposition

- 3.1 NCTCOG shall establish ownership of all 9-1-1 ancillary equipment procured with 9-1-1 funds as defined herein, and located within the Local Government's jurisdiction. NCTCOG may maintain ownership, or it may transfer ownership to the Local Government. Before any such transfer of ownership, NCTCOG should evaluate the adequacy of controls of Local Government to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the ancillary equipment identified in paragraph 3.2c below, may

or may not be procured by NCTCOG in behalf of Local Government, according to NCTCOG's Strategic 9-1-1 Plan.

3.2 Equipment shall be categorized by type, according to CSEC Rule 251.6, *Guidelines for Strategic Plans, Amendments, and Equalization Surcharge Allocation*. The basic equipment categories shall be:

- a. 9-1-1 Equipment
 - i. Customer Premise Equipment (CPE) – telephone equipment located at the PSAPs which may include telephones, integrated workstations, servers, ANI controllers, and any other equipment necessary for 9-1-1 call delivery to the PSAP;
 - ii. Telecommunications Device for the Deaf (TDD)
- b. Addressing Equipment
 - i. Computers – hardware and software
 - ii. Digitizers, Printers and Plotters
 - iii. Road Sign Machines and Materials
 - iv. GPS Receivers and software
 - v. Distance Measuring Devices (DMD)
 - vi. GIS Workstations and software
- c. Ancillary Equipment
 - i. Uninterruptible Power Supply (UPS)
 - ii. Generators
 - iii. Recorders
 - iv. Pagers
 - v. External Ringers

3.3 Transfer-of-ownership documents shall be prepared by NCTCOG and signed by both parties upon transference of ownership of any ancillary equipment, in accordance with UGMS and the State Comptroller of Public Accounts. All 9-1-1 equipment is owned by the telephone company from which it is leased through an end-to-end agreement.

3.4 The owner of the equipment shall provide adequate insurance policies on such equipment to provide for the replacement of the equipment in cases of loss where applicable.

3.5 Custodial responsibility forms should be prepared and assigned to Local Government's employees. Responsibilities over property and equipment should be properly segregated among employees.

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

Inventory

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

3.8 The owner of the ancillary equipment, or the party to whom responsibility is assigned, shall cooperate with NCTCOG to provide inventory information for the

Annual Certification of 9-1-1 Program Assets, as required by CSEC Rules 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery.*

- 3.9 All ancillary equipment should be tagged with identification labels.
- 3.10 A physical inventory shall be conducted at least once per year, for submission and review by NCTCOG.
- 3.11 Any lost or stolen equipment shall be reported to NCTCOG as soon as possible, and shall be duly investigated by Local Government and NCTCOG immediately.

Security

- 3.12 Local Government will protect the ancillary equipment by implementing measures which secure the premises of its PSAP(s) against unauthorized entrance or use.
- 3.13 Local Government will operate within standard procedures, as established by NCTCOG, and take appropriate security measures as may be necessary, to ensure that non-CSEC-approved third-party software applications cannot be integrated into the PSAP(s)' Customer Premise Equipment/Integrated Workstations, or Addressing/Addressing Maintenance computers, as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services.*
- 3.14 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining 9-1-1 and Addressing databases.

Maintenance

- 3.15 Local Government will practice preventive maintenance on all addressing and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary. All ancillary equipment will be maintained through end-to-end lease agreement with CPE provider.
- 3.16 Local Government will upgrade its 9-1-1 and/or Addressing equipment and software, as authorized in the current NCTCOG Plan.
- 3.17 Local Government agrees to keep 9-1-1 equipment, addressing equipment, and software in good operating condition through preventive maintenance, and, as necessary, pay for any maintenance costs to the above equipment.

Supplies

- 3.18 Local Government will purchase supplies necessary for the continuous operation of its 9-1-1 CPE, Addressing and Ancillary equipment.

Training

Local Government will:

- 3.19 Provide call takers and/or dispatchers access to emergency communications training as approved in NCTCOG's strategic plan, or as determined by the Local Government.
- 3.20 Notify NCTCOG of any new 9-1-1 call takers/dispatchers and schedule for their training as soon as possible. If Local Government chooses to train its own personnel, Local Government must notify NCTCOG in writing that the Local Government will take the responsibility of training their employees on the 9-1-1 equipment prior to using the equipment funded by 9-1-1 fees.

Operations

Local Government will:

- 3.21 Designate a PSAP Supervisor and provide related contact information as a single point of contact for NCTCOG.
- 3.22 Coordinate with NCTCOG in the planning for, implementation and operation of all 9-1-1 equipment.
- 3.23 Monitor the 9-1-1 equipment, report any failures or maintenance issues immediately to the appropriate telephone company, and notify NCTCOG if appropriate response is not forthcoming from the company.
- 3.24 Keep a log of all trouble reports and make copies available to NCTCOG as needed.
- 3.25 Notify NCTCOG of any and all major service-affecting issues or issues needing escalation within a service provider's organization.
- 3.26 Test all 9-1-1 and ancillary equipment for proper operation and user familiarity at least once per month. Testing should include 9-1-1 test calls, placed from a wireline and wireless telephone, for basic call scenarios, including at a minimum:
 - a. 9-1-1 Call - voice, ANI/ALI verification, instant playback recording (if applicable), printer
 - b. Call transfer
 - c. Abandoned call
 - d. TDD call
 - e. ANI call back
 - f. Administrative call
 - g. Ancillary equipment functionality
- 3.27 Test all 9-1-1 Telecommunications Devices for the Deaf (TDD) for proper operation and to maintain user familiarity at least once per month.
- 3.28 Log all TDD calls, and make copies available to NCTCOG and Department of Justice on an as-needed basis.
- 3.29 Limit access to all 9-1-1 equipment and related data only to authorized personnel.
- 3.30 Make no changes to 9-1-1 equipment, software or programs without prior written consent from NCTCOG.
- 3.31 Provide a safe and healthy environment for all 9-1-1 call takers/dispatchers which enhances proper use and maintenance of 9-1-1 equipment.

Performance Monitoring

- 3.32 Local Government agrees to fully cooperate with all monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the deliverables specified in this contract, and as outlined in Performance Measures attached.

Article 4: Procurement

- 4.1 NCTCOG may, upon Local Government's approval, purchase, lease, or otherwise procure, on Local Government's behalf the 9-1-1 and/or addressing

- equipment, software, services, and other items described in the current strategic plan.
- 4.2 NCTCOG and the Local Government agree to use competitive procurement practices and procedures similar to those required by state law for cities or counties, as well as CSEC Rule 251.8, *Guidelines for the Procurement of Equipment and Services with 9-1-1 Funds*.

Article 5: Addressing & Addressing Maintenance

If the Local Government is providing NCTCOG with addressing and/or addressing maintenance services, the Local Government agrees to abide by all conditions of this contract, with the addition of the following stipulations:

- 5.1 Provide a written commitment to NCTCOG to continue addressing and/or addressing maintenance activities in accordance with the approved strategic plan as a condition of the receipt of 9-1-1 funds as prescribed by NCTCOG's strategic plan.
- 5.2 Adopt addressing and/or addressing maintenance standards, a property numbering method, and designate an addressing maintenance person(s).
- 5.3 Provide, through attachment to this contract, specific addressing/addressing maintenance budget, as approved in the current strategic plan, and performance measures and any due dates associated with such plans and/or measures.

Addressing Project Deliverables

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

- 5.4 Select a 9-1-1 Addressing Coordinator to serve as a single point of contact for NCTCOG.
- 5.5 Coordinate addressing activities within the Local Government's jurisdiction.
- 5.6 Assign street addresses and ranges, name streets and resolve addressing conflicts and problems.
- 5.7 Provide a physical address to any citizen requesting same as long as doing so complies with local policies/procedures/ordinances.
- 5.8 Establish efficient procedures for updating and maintaining all addressing data through review and revisions due to changes in Local Government ordinances and/or subdivision regulations.
- 5.9 Seek information regarding any actions approved by Local Government bodies as they relate to the development and improvement of emergency services delivery and communicate related information to NCTCOG.
- 5.10 Collect and deliver to NCTCOG existing addressing information in the county in the format requested and approved by NCTCOG. NCTCOG will collect, house and maintain all addressing data and information provided by Local Governments.
- 5.11 Verify and certify all addressing database information for accuracy and forward Automatic Number Identification/Automatic Location Identification problem call reports and Master Street Address Guide change requests to NCTCOG.

- 5.12 Provide NCTCOG addressing and MSAG changes according to established performance measures.
- 5.13 Transmit information to Post Office and notify residents of new addresses and/or any changes.
- 5.14 Establish and implement procedures to keep the public informed of the addressing activities.
- 5.15 Maintain addressing equipment and data as prescribed in Article 3, Program Deliverables – 9-1-1 & Addressing Equipment & Data (above).
- 5.16 Adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining 9-1-1 and Addressing databases (Article 3.12 above).
- 5.17 Adhere to proper procurement procedures as referenced in Article 4 (above), and as stipulated in CSEC Rule 251.3, *Guidelines for Addressing Funds*.
- 5.18 Request reimbursement for expenditures from NCTCOG on a quarterly basis in conformance with any addressing/addressing maintenance budget that may be agreed to, and with the approved strategic plan.
- 5.19 Cooperate with all monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the addressing and/or addressing maintenance deliverables specified in this contract, and as outlined in Performance Measures attached .

Article 6: Addressing/Vendor Contract Administration

Assignment & Subcontracting

- 6.1 Local Government may not assign its rights or subcontract its duties, such as addressing and/or addressing maintenance, under this contract without the prior written consent of NCTCOG. An attempted assignment or subcontract in violation of this paragraph is void.

Addressing/Vendor Contract Administration

If NCTCOG provides written consent, the Local Government may enter into contracts for services, such as addressing and/or addressing maintenance, with independent contractors. In such instances, the Local Government agrees to:

- 6.2 Implement a contract administration system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 6.3 Include performance bonds, a provision making refunds available for lack of quality performance, and/or contractual performance penalties in contracts with vendors to be paid from 9-1-1 funds.
- 6.4 Include contract termination and modification provisions which promote quality performance and compliance by vendors for contracted items and services.
- 6.5 Include a contract provision to any addressing vendor contract which specifically states that any and all data developed by an addressing vendor is owned by the Local Government, not the vendor.
- 6.6 Notify NCTCOG of any performance or compliance issues with vendors that have not been satisfactorily corrected within 60 days of notice to the vendor.

- 6.7 Use competitive procurement practices and procedures similar to those required by state law for cities or counties, as well as CSEC Rule 251.8, Guidelines for the Procurement of Equipment and Services with 9-1-1 funds.

Article 7: Financial

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

- 7.1 NCTCOG shall develop a plan to meet Local Government needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established and approved by the CSEC.
- 7.2 The provisioning of 9-1-1 service throughout the region shall be funded by emergency service fees and/or equalization surcharge, based upon priority and need, as established and provided by the CSEC, through NCTCOG.
- 7.3 Allowable and disallowed expenditures shall be determined by the rules, policies and procedures as established by the CSEC, and as provided for the Local Government in NCTCOG's approved strategic plan.
- 7.4 If applicable, NCTCOG will reimburse Local Government for allowable addressing costs, established in the strategic plan approved by the CSEC, and included in future Addressing/Addressing Maintenance Contract.

Article 8: Records

- 8.1 Local Government agrees to maintain financial, statistical, and ANI/ALI records adequate to document its performance, costs, and receipts under this contract. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years.
- 8.2 Local Government shall maintain sufficient records detailing the significant history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection and the basis for the contract price. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years.
- 8.3 Local Government agrees to preserve the records for three years after receiving final payment under this contract; if an audit of or information in the records is disputed or the subject of litigation, Local Government agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract;
- 8.4 NCTCOG and/or Commission is entitled to inspect and copy, during normal business hours at Local Government's offices the records maintained under this contract for as long as they are preserved. NCTCOG is also entitled to visit Local Government's offices, talk to its personnel and audit its applicable 9-1-1 records all during normal business hours, to assist in evaluating its performance under this contract;
- 8.5 NCTCOG agrees to notify Local Government at least 24 hours in advance of any intended visit for the purposes described in paragraph 8.4. Upon receipt of such notice, Local Government agrees to notify the appropriate personnel specified in the notice;

- 8.6 The Commission and the Texas State Auditor have the same inspection, copying, and visitation rights as NCTCOG.

Article 9: Nondiscrimination and Equal Opportunity

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

Article 10: Dispute Resolution

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

Article 11: Suspension for Unavailability of Funds

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

Article 12: Notice to Parties

- 12.1 Notice under this contract must be in writing and received by the party, or his/her representative or replacement, to whom the notice is addressed. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 14.2 and signed

on behalf of the party; or (3) three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 12.2.

- 12.2 NCTCOG's address is: P. O. Box 5888, Arlington, TX 76005-5888, Attention: Executive Director.
- 12.3 Local Government's address is: Collin County Courthouse, 210 S McDonald Street, McKinney, TX 75069 Attention: County Judge.
- 12.4 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term of Contract

- 13.1 This contract takes effect when signed on behalf of NCTCOG and Local Government, and it ends on August 31, 2002.

Article 14: Miscellaneous

- 14.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 14.2 This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.
- 14.3 The following Attachments are part of this contract:
 - a. Memorandum of Understanding as executed between NCTCOG and CSEC;
 - b. Rules for PSAPs on New Equipment, Integrated Services, and Graphical Display;
 - c. Chapter 771, Health and Safety Code, State Administration of Emergency Communications;
 - d. PSAP Equipment and Operations Performance Measures (with Statement of Condition);
 - e. Selected Rules, Policies, and Procedures.
- 14.4 This contract is binding on, and to the benefit of, the parties' successors in interest.
- 14.5 This contract is executed in duplicate originals.

COLLIN COUNTY, TX



(Printed Name)
(Title)

NORTH CENTRAL TEXAS COUNCIL
OF GOVERNMENTS



Mike Eastland
Executive Director

Rule 251.9

GUIDELINES FOR ADDRESSING MAINTENANCE FUNDS

The Advisory Commission on State Emergency Communications (Commission) has adopted a policy regarding rural addressing maintenance and the use of state funds. These guidelines address the use and distribution of 9-1-1 Funds and other related funds. The maintenance of street addresses is essential to E9-1-1 systems utilizing the Automatic Location Identification (ALI) feature, which displays the locations of 9-1-1 callers.

- (1) Definitions. The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.
 - (A) 9-1-1 Database Record - A physical record, which includes the telephone subscriber information to include the caller's telephone number, related locational information, and class of service, and also conforms to NENA adopted database standards.
 - (B) 9-1-1 Funds - Funds assessed and disbursed in accordance with Chapter 771 of the Texas Health and Safety Code.
 - (C) Addressing Completion - A county addressing project, based upon the inventory, has corrected address errors, assigned street address, provided all new or changed addresses to telephone companies, and established a maintenance method.
 - (D) Capital Replacement Cost - The non-recurring cost of replacing equipment purchased with 9-1-1 funds amortized over a selected period of time.
 - (E) Digital Map - A computer generated and stored data set based on a coordinate system, which includes geographical and attribute information pertaining to a defined location. A digital map includes street name and locational information; data sets related emergency service provider boundaries, as well as other associated data.
 - (F) Emergency Communications District - A public agency or group of public agencies acting jointly that provided 9-1-1 service before September 1, 1987, or that had voted or contracted before that date to provide that service; or a district created under Texas Health and Safety Code, Chapter 772, Subchapter B, C, D, or E.

- (G) Graphical Display of Location Information - The ability to display a map on a telecommunicator's terminal in response to a 9-1-1 call or inquiry that relates to the caller's location. Features may include the display of an address or geographic based coordinate locations and the ability to zoom, pan, and show other related geographical information or features.
 - (H) Geographic Information System (GIS) - A system necessary to map emergency service number (ESN) boundaries and reflect annexations and other feature changes; to list emergency service provider translations for ESNs; to provide and maintain master street address guide (MSAG) format; to validate and resolve database discrepancies; to project new addresses and block ranges as an initial assignment or correction; for ongoing issuance of new addresses; and for locator maps for emergency services providers.
 - (I) Regional Planning Council (RPC) - A commission established under Local Government Code, Chapter 391, also referred to as a regional council of governments (COG).
 - (J) Strategic Plan - As part of a regional plan, a document identifying 9-1-1 equipment and related activity, by strategic plan component, required to support planned levels of 9-1-1 service within a defined area of the state. The strategic plan shall cover a two year planning period and specifically projects 9-1-1 costs and revenues associated with the above including equalization surcharge requirements.
 - (i) Strategic Plan Component - Within a 9-1-1 implementation priority level, a category of 9-1-1 activity and/or equipment generally associated with 9-1-1 implementation cost.
 - (ii) Strategic Plan Level - A Commission established statewide implementation priority generally associated with a level of 9-1-1 service – e.g., Automatic Number Identification (ANI).
 - (K) Unaddressed County - A county in Texas which has not completely assigned new addresses and provided all new or changed addresses to telephone companies under a county addressing process.
- (2) Policy and Procedures. As authorized by Chapter 771 of the Texas Health and Safety Code, the Commission may impose 9-1-1 emergency service fees and equalization surcharges to support the planning, development, and provision of 9-1-1 service throughout the state of Texas. The implementation of such service involves the procurement, installation, and operation of equipment designed to either support or facilitate the delivery of an emergency call to an appropriate emergency response agency. In addition, the Commission has funded addressing projects throughout the state to allow for the implementation of

Automatic Location Identification (ALI) level of service. In the funding of such projects, it has been the policy of the Commission to fund geographic information systems and the development of digital maps to support such activities. The Commission recognizes that the maintenance of addressing systems is essential to the proper operation of an E9-1-1 system and the delivery of a caller's location. If not properly maintained, the maps and records associated with an addressing system will soon become unreliable and problematic.

- (A) A regional planning council or emergency communication district applying on behalf of a county which is operating 9-1-1 service and has completed a county addressing project is considered eligible.
 - (B) Interlocal agreements shall be executed between the regional planning council and the county. The agreement shall identify the responsibilities of all parties and provide for the reporting of performance measures.
 - (C) An addressing maintenance plan shall be submitted by the regional planning council in conjunction with the approved strategic plan. The maintenance plan shall provide an overview of all projected activities, identify all parties involved and their associated responsibilities.
 - (D) Budgets shall be developed by the local governments each fiscal year, identifying all projected addressing maintenance expenditures. These budgets will be reviewed during the strategic plan review process. Activities performed by the regional planning council shall be identified within its administrative budget.
 - (E) Addressing maintenance funds will be allocated based on need as justified by the local government and approved by the Commission. If equalization surcharge funds are required for addressing maintenance, they shall be allocated first to eligible recipients requiring such funds for administrative budgetary purposes, followed by Level I, II and III activities, in that order.
 - (F) Budgeted costs associated with Addressing Maintenance shall be monitored by the Commission staff for consistency with approved strategic plans.
- (3) Requesting Addressing Maintenance Funds. A strategic plan amendment from a regional planning council or a request from an emergency communication district is required as a means of requesting funds under this program.
- (A) A strategic plan amendment from a regional planning council or a request from an emergency communication district must contain the following:

- (i) A fully executed interlocal agreement between the regional planning council and the county;
 - (ii) An addressing maintenance plan identifying all activities and responsible parties involved; and
 - (iii) An approved budget outlining addressing maintenance components and projected expenditures.
- (B) Funds requested by a regional planning council or an emergency communication district shall be reflected as an expenditure on the Commission Financial Status Report.
- (4) Budget Components. A regional planning council or an emergency communication district must submit an addressing maintenance budget to the Commission for approval. Addressing maintenance budgets may include the following cost components:
- (A) Personnel. Unless otherwise justified, 0.5 FTE will be the maximum allowable for each county. For each staff position, the following must be provided:
 - (i) Position title;
 - (ii) Duties related to addressing maintenance;
 - (iii) Total salary for the budget period;
 - (iv) Chargeable salary (total salary less release time);
 - (v) Percentage of time to be charged to addressing maintenance; and
 - (vi) Total salary chargeable to addressing maintenance.
 - (B) Travel. Total local travel estimated for the budget period multiplied by the current reimbursement rate for use of personally owned vehicles as defined by the State of Texas. List the cost rate for county owned vehicles.
 - (C) Supplies. Total costs associated with consumable office supplies to be purchased during the budget period. Also, total costs associated with the reproduction of maps for use by local emergency service agencies may be reflected as part of this item.
 - (D) Rent. Total square feet of space devoted to addressing maintenance times the rental rate to be charged during the budget period.

- (E) Maintenance and Repairs. Total maintenance costs for addressing maintenance equipment during the budget period. Computers, printers, plotters, distance measuring devices (DMD), global positioning satellite (GPS) equipment and sign-making machines may be included.
 - (F) Communications. Total costs for communications including telephone, fax, courier, etc., during the budget period.
 - (G) Postage and Mailing. Total costs for postage and mailing services expected during the budget period.
 - (H) Utilities. Total costs for utilities such as electricity, gas, water, etc., expected during the budget period.
 - (I) Training. Total costs for training associated with addressing maintenance functions expected during the budget period.
 - (J) Other. Total costs for other items not identified in items 1 through 9.
 - (K) Street Sign Replacement. Cost share of the replacement of existing street signs located in the unincorporated areas of the county. This item shall not include the purchase of new signs in the county subsequent to the completion of rural addressing.
- (5) Capital Replacement. Costs for the replacement of equipment purchased with 9-1-1 funds shall be reflected within the regional planning council strategic plan Capital Recovery (Addressing) component. Computers, printers, plotters, distance measuring devices (DMD), global positioning satellite (GPS) equipment and sign-making machines may be included. A capital replacement schedule will be submitted to the Commission by the regional planning council.