

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: CJO TODAY'S DATE: 07/12/2021

DEPARTMENT: CJO

SIGNATURE OF DEPARTMENT HEAD: _____

REQUESTED AGENDA DATE: July 26, 2021

SPECIFIC AGENDA WORDING:

Consideration of Interlocal Agreement Between the North Central Texas
Emergency Communications District and Johnson County for Local Addressing
and GIS Services

COMMISSIONERS COURT

JUL 26 2021

Approved

PERSON(S) TO PRESENT ITEM:

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME:
(Anticipated number of minutes needed to discuss item)

ACTION ITEM: ✓
WORKSHOP:
CONSENT:
EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY: ✓

AUDITOR:

PERSONNEL:

BUDGET COORDINATOR:

IT DEPARTMENT:

PURCHASING DEPARTMENT:

PUBLIC WORKS:

OTHER:

This Section to be completed by County Judge's Office

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE:

COURT MEMBER APPROVAL:

DATE:



**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT
AND
Johnson County
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 Johnson County (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 a current comprehensive data set per NCT9-1-1 GIS Data Quality Control Standards and Guidelines (Attachment A):

- | | |
|----------------------------------|--------------------------------|
| a. Road Centerlines | k. Exchange |
| b. Site Structure Address Points | l. Fire Hydrants |
| c. Incorporated Municipality | m. Mile Markers |
| d. County | n. Neighborhood Boundary |
| e. Fire | o. Storm Shelters |
| f. Law | p. Hazmat Location |
| g. EMS | q. Low Water Crossings |
| h. Emergency Service Zone | r. Unincorporated Municipality |
| i. PSAP (Where applicable) | s. QC Reports |
| j. MSAG Community | |



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:

- **Mandatory** – Describes a REQUIRED Feature Class or a MANDATORY attribute.
- **Conditional** – Describes a CONDITIONAL Feature Class or a CONDITIONAL attribute. These attributes may not apply to all features; however, if the information does apply to the feature, it **MUST** be populated.
- **Recommended** – Describes a STRONGLY RECOMMENDED Feature Class. These may not apply to all; however, if the information does apply, it **SHOULD** be populated.
- **Optional** – Describes an OPTIONAL Feature Class or an OPTIONAL attribute. These layers and attributes are helpful to first responders. If the information is available, it may be included.

* **Bold** text in tables signifies that the attribute is not nullable. Edits cannot be saved until these fields are populated.

**Italicized* text in tables signifies fields populated or maintained by NCT9-1-1

- Road Centerlines – REQUIRED: Road Centerlines represent the estimated centerline of a real world roadway. GIS road centerlines are associated with attribute data containing information on street names, address ranges, jurisdictional boundaries, and other useful information. They are typically digitized over orthorectified satellite or aerial imagery. Road centerlines are to be spatially accurate within 10 feet, and drawn in the correct direction for the corresponding address range. At a minimum, the following fields must be filled in:

Mandatory		
Source	ESN_L	County_L
FromAddr_L	ESN_R	County_R
ToAddr_L	Exchange_L	State_L
FromAddr_R	Exchange_R	State_R
ToAddr_R	Tandem_L	Country_L
NCT_Class	Tandem_R	Country_R
RoadClass	MSAGComm_L	
Parity_L	MSAGComm_R	
Parity_R		

Conditional		
GC Exception Code	St_Name	IncMuni_L
AdNumPre_L	St_PosTyp	IncMuni_R
AdNumPre_R	St_PosDir	St_FullName
St_PreMod	St_PosMod	RangeLow
St_PreDir	Hwy_Shield	RangeHigh
St_PreTyp	NbrhdCom_L	UnincComm_L
St_PreSep	NbrhdCom_R	UnincComm_R



Optional		
SpeedLimit	LSt_PreTyp	From_Elev
OneWay	LSt_Name	To_Elev
St_Notes1	LSt_Type	Surface
St_Notes2	LSt_PosDir	Cost
PostComm_L	Maint_Auth	Effective
PostComm_R	CollectionMethod	
PostCode_L	Expire	
PostCode_R	Valid_L	
LSt_PreDir	Valid_R	

- b. Site/Structure Address Points (SSAP) - REQUIRED: Site/Structure Address Points provide an accurate representation of the true location of a civic address. Address points located on a structure can fall in a different ESN or Community than the interpolated location off the address ranged road centerline for the address. Points are 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:

Mandatory		
Source	County	
Add_Number	State	
NCT_Type	Country	
Place_Type	Exchange	
MSAGComm	Tandem	
ESN		

Conditional		
Address	St_Name	Unit
AddNum_Pre	St_PosTyp	Room
AddNum_Suf	St_PosDir	LandmkName
St_PreMod	St_PosMod	Nbrhd_Comm
St_PreDir	Building	Inc_Muni
St_PreTyp	Wing	Uninc_Comm
St_PreSep	Floor	

Optional		
Mile_Post	LSt_PreDir	Elev
Stru_Priority	LSt_PreTyp	Effective
Addtl_Loc1	LSt_Name	Expire
Addtl_Loc2	LSt_Type	
Placement	LSt_PosDir	
Post_Comm	Parcel_ID	
Post_Code	Asset_ID	
Post_Code4	Long	
GC Exception Code	Lat	



- c. Incorporated Municipality - RECOMMENDED: Defined boundary of a city, town, village, borough, or similar entity that has local governmental powers. Polygons are to be 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:

Mandatory		
Source		
Inc_Muni		
County		
State		
Country		

Optional		
Effective	GC Exception Code	
Expire		

- d. County - REQUIRED: A county or its equivalent boundary is the primary legal division of a state, province, or territory.

Mandatory		
Source		
County		
State		
Country		

Optional		
Effective	GC Exception Code	
Expire		

*Emergency Service Boundary (ESB) polygons (Fire, Law, EMS, ESZ, and PSAP)

- 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. Fire - REQUIRED: Defines the geographic area for primary fire department providers of response services. This layer may be used by the ECRF to determine which emergency service provider is responsible for a location, and by the PSAP staff to identify the appropriate entities/first responders to dispatch.



Mandatory		
Source		
DisplayName		
County		
State		
Country		

Optional		
Effective	GC Exception Code	
Expire		

- f. Law - REQUIRED: Defines the geographic area for primary law providers of response services. This layer may be used by the ECRF to determine which emergency service provider is responsible for a location, and by the PSAP staff to identify the appropriate entities/first responders to dispatch.

Mandatory		
Source	<i>ServiceURI</i>	
DisplayName	<i>ServiceURN</i>	
County	<i>AVcard_URI</i>	
State		
Country		

Optional		
Effective	GC Exception Code	
Expire		

- g. EMS - REQUIRED: Defines the geographic area for primary Emergency Medical Service (EMS) providers of response services. This layer may be used by the ECRF to determine which emergency service provider is responsible for a location, and by the PSAP staff to identify the appropriate entities/first responders to dispatch.

Mandatory		
Source		
DisplayName		
County		
State		
Country		

Conditional		
<i>ServiceURI</i>	<i>AVcard_URI</i>	
<i>ServiceURN</i>		



Optional		
Effective	GC Exception Code	Expire

- h. Emergency Service Zone (ESZ) REQUIRED: The MSAG and ALI databases use Emergency Service Numbers (ESN) to specify a set of first responders based on the location of the record. Emergency Service Zones (ESZ) are geographic representations of these ESNs. Polygons are to be spatially accurate to within 50 feet of their true location whenever possible; the following fields at a minimum will be attributed:

Mandatory		
Source	<i>ESZ_Jurisdiction</i>	
ESZ_Num		
Law		
Fire		
Medical		
PSAP		
County		
State		
Country		

Conditional		
<i>GC Exception Code</i>		
<i>Inc_Muni</i>		

Optional		
GC Exception Code		

- i. PSAP - REQUIRED: Depicts the geographic area of a Public Safety Answering Point (PSAP) which is primarily responsible for an emergency request. No overlaps can exist in this layer. This layer can be used by an ECRF to determine which PSAP to route an emergency request to.

Mandatory		
Source	<i>The ServiceURI</i>	
DisplayName	<i>ServiceURN</i>	
County	<i>AVcard_URI</i>	
State		
Country		

Optional		
Effective	GC Exception Code	
Expire		

- j. MSAG Community - REQUIRED: Polygons depicting the geographical boundaries of community names used in the Master Street Address Guide (MSAG). Polygons are to be spatially accurate to within 50 feet of their true location whenever possible.



Mandatory		
Source		
MSAG_CommName		
County		
State		
Country		

Optional		
GC Exception Code		

- k. Exchange - REQUIRED: The polygons in this layer represent the geographic boundaries of legacy telephone companies' exchanges used in E9-1-1 call routing. Attributes include tandem information. Polygons are spatially accurate to within 50 feet of their true location whenever possible.

Mandatory		
Source		
Exchange_ShortName		
Tandem_ShortName		
State		
Country		

Optional		
GC Exception Code	Exchange_FullName	Tandem_FullName

- l. Fire Hydrants - OPTIONAL: Points representing the locations of known fire hydrants as reported by the County Addressing Coordinator.

Mandatory		
Source		
County		
State		
Country		

Optional		
Status		
PSI		
Asset_ID		
Notes		
Long		
Lat		



- m. Mile Markers - OPTIONAL: Points representing the locations of known mile markers as reported by the County Addressing Coordinator.

Mandatory		
Source		
MM_Number		
Road_Name		

Optional		
Long		
Lat		

- n. NeighborhoodBoundaries - RECOMMENDED: The boundary of a neighborhood, subdivision, or commercial area. The most intuitive way to refer to a place is often by the neighborhood name. Locations of similar sounding street names may be resolved when the neighborhood name is known. This layer is often beneficial to telecommunicators.

Mandatory		
Source		
Nbrhd_Comm		
County		
State		
Country		

Conditional		
Uninc_Comm		
Inc_Muni		

Optional		
Effective		
Expire		

- o. Storm Shelters - OPTIONAL: Known locations of Storm Shelters.

Mandatory		
Source		
Number		
Street		
Community		

Optional		
Long	Notes	
Lat	Name	
Asset_ID	Phone	



- p. Hazmat Locations - OPTIONAL: Known locations of hazardous materials.

Mandatory		
Source		
Facility		
Address		
Contact_In		
Substances		
Hazards		
City		

Optional		
Asset_ID		

- q. Low Water Crossings - OPTIONAL: Locations known to flood in a heavy rain event.

Mandatory		
Source		

Conditional		
Name		

Optional		
Long		
Lat		

- r. Unincorporated Municipality - RECOMMENDED: The boundary of an unincorporated community, either within an incorporated municipality or in an unincorporated part of the county, or both, may be useful in determining jurisdictional authority for addressing and emergency response.

Mandatory		
Source	State	
Uninc_Muni	Country	
County		

Optional		
Effective	GC Exception Code	
Expire		

- s. QC_Reports - RECOMMENDED: Point representing probable GIS data errors identified by the Regional GIS Data Quality Control (RGDQC) process. This layer can be used to track the progress while working on the errors, and to share information between the NCT9-1-1 GIS Team and the County Addressing Coordinator.



Mandatory		
<i>Source</i>	<i>Extended_Information</i>	
QC_Status		
<i>QC_Check_Name</i>		
<i>Feature_Class</i>		
<i>Description</i>		
Optional		
Notes		

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 in the County Addressing and 9-1-1 Processes document.
- 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.



2.7 GIS Data Update Process

2.7.1 The 9-1-1 Addressing Authority shall ensure that the 9-1-1 Child Replica Database is synchronized with the NCT9-1-1 Parent Database on a daily basis¹ using Web / Geodata Services hosted by NCT9-1-1. The 9-1-1 Addressing Authority shall be responsible for updating all GIS data in the county including municipalities within their jurisdiction as frequently as possible.

2.8 Quality Control

2.8.1 The 9-1-1 Addressing Authority shall perform Quality Control on their data prior to synchronizing the 9-1-1 Child Replica Database with the NCT9-1-1 Parent Database. The County shall resolve conflicts and problems related to the 9-1-1 GIS data maintained by the County daily, and communicate issues with each of the municipalities within its jurisdiction as often as possible. If any matter arises in the GIS data which the County cannot resolve, the County must contact NCT9-1-1 within three business days to determine the best course of action to resolve the issue². The 9-1-1 Addressing Authority shall adhere to the requirements outlined in the Regional GIS Data Quality Control (RGDQC) and all other NCT9-1-1 termed QA/QC methodology.

2.9 Data Backup

2.9.1 At a minimum, the County shall: Maintain weekly backup copies of critical 9-1-1 GIS data, stored within a secure location and not within the same media where the original data resides³.

2.10 Communication and Meetings

2.10.1 The 9-1-1 Addressing Authority shall attend regularly scheduled meetings at NCT9-1-1. NCT9-1-1 will aim to host biannual 9-1-1 GIS / Addressing meetings, either at NCT9-1-1's location or via virtual web technology.

2.10.2 The 9-1-1 Addressing Coordinator shall track County Commissioner's Court and City Council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County commissioner's court or City Council takes a course of action that would interfere with or be inconsistent with the data development and maintenance procedures followed by the County, the County needs to notify NCT9-1-1 personnel within two business days.

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

¹ NCT9-1-1 provides automated processes to ensure synchronization. In certain instances, the tools may not function as intended and a manual sync may need to be executed.

² NCT9-1-1 supplies QA/QC scripts, tools, or services to assist the County.

³ NCT9-1-1 will coordinate with each County Addressing Office to automate this backup process.



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, 2021, and shall continue until September 30, 2023, 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
- SSAP Parsing
- RCL Range Overlaps
- RCL No Value
- RCL Parsing
- Boundary Topology Gap (Fire, Law, EMS, ESZ, County, Municipal, MSAG Community, PSAP⁴)
- Boundary Topology Overlap (Fire, Law, EMS, ESZ, County, Municipal, MSAG Community, PSAP¹)

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.

⁴ Where applicable, NCT9-1-1 ensures spatial integrity of PSAP boundaries



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 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 9-1-1 Addressing Authority:	Address
-----------------------------------	---------

Attn:



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.

Johnson County	NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT
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DocuSigned by:	
By: <u>Roger Harmon</u> Name: <u>Roger Harmon</u> Title: <u>County Judge</u> Date: <u>7/26/2021</u>	By: _____ Name: <u>Mike Eastland</u> Title: <u>Executive Director</u> Date: _____

Date of governing body approval: July 26, 2021

- Attachment A: GIS Data Quality Control Standards and Guidelines
- Attachment B: GIS Disbursement 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](#)



Attachment B

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 route⁵ 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)
- SSAP Parsing
- Road Centerline (RCL) Range Overlaps
- RCL Parsing
- 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.

⁵ 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.

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.

Reporting

- May - July period: Errors to be reported on or before August 31st representing FY2021 1st Quarter disbursements.
- August - October period: Errors to be reported on or before November 30th representing FY2021 2nd Quarter disbursements.
- November - January period: Errors to be reported on or before February 28th representing FY2021 3rd Quarter disbursements.
- February - April period: Errors to be reported on or before May 31st representing FY2021 4th Quarter disbursements.