

CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT

BUSINESS PRI Private Switch Agreement for 9-1-1 Emergency Service

This is an agreement between the Capital Area Emergency Communications District ("CAECD"), a political subdivision of the State of Texas established and operating pursuant to Texas Health & Safety Code, Chapter 772, as amended, and _____, acting in its capacity as a private switch provider ("PSP").

I. RECITALS

WHEREAS, the PSP is responsible for the property listed in "Addendum A" and the PSP provides the property described in "Addendum A" with private switch service; and,

WHEREAS, PSP is willing and able to perform the duties imposed on a business service user by the provisions of the Texas Health and Safety Code, Chapter 771 and/or the Commission on State Emergency Communications (CSEC) and CAECD requirements related to 9-1-1 service, and is willing to be bound by such provisions in order to provide 9-1-1 service utilizing a private switch to the facilities on Addendum A; and

WHEREAS, the PSP under applicable provisions of Texas Health & Safety Code, Chapter 771 and/or the CSEC and CAECD requirements related to 9-1-1 service, under this Agreement, is required to maintain for the properties listed on "Addendum A" the same level of 9-1-1 service that a telephone company (the Certificated Telecommunications Utility approved to provide telecommunications services and covered by the rules of the Public Utility Commission of Texas, hereafter called CTU) is required to provide to other end users in the territory of CAECD; and

WHEREAS, CAECD is a local governmental entity authorized to subscribe to the CTU's 9-1-1 service; and,

WHEREAS, CAECD is willing to subscribe to the CTU for the necessary 9-1-1 services in order to facilitate compliance with the Texas Health & Safety Code, Chapter 771 and/or CSEC and CAECD requirements related to 9-1-1 service; and,

WHEREAS, PSP is willing to reimburse CAECD for certain charges incurred by CAECD in subscribing to 9-1-1 service;

NOW, THEREFORE, CAECD and PSP, in consideration of the mutual promises herein contained, do mutually agree as follows:

II. OBLIGATIONS OF CAECD

CAECD agrees to contract with the appropriate CTU to supply the needed interface with the E9-1-1 Database to provide enhanced 9-1-1 service.

III. OBLIGATIONS OF PSP USING PRI TRUNKS

A. PSP agrees to utilize a telephone switch that is equipped to send properly formatted ANI information to the CTU and that will bring PSP into full compliance with the requirements applicable to CTUs under the Texas Health & Safety Code, Chapter 772.

B. PSP is expected to pass the station's Calling Party Number (CPN) to the end office. The end office will use the screening list to validate the CPN. The end office will send the CPN to the E911 tandem only if the CPN is valid. Otherwise, the end office will send the default number Billed Telephone Number (BTN) assigned to the PSP. It then delivers the call along with the CPN or (default number) to the Public Safety Answering Point (PSAP).

C. The PSP is responsible for maintaining station-level data in the E911 Database. The E911 Database uses the customer-provided data to create the routing and ALI records that are needed to process the 9-1-1 calls that may originate from the PBX. PSP agrees that it will keep current the database associated with the 9-1-1 service. To this end, PSP will supply updates to the database as changes occur by downloading from PSP's computer to the authorized database provider's computer. PSP must provide a personal computer with modem and appropriate software to access the authorized database provider's database for updates according to the requirements in the Texas PS/ALI New Customer Set Up Guide or such other comparable requirements provided by Capital Area Emergency Communications District ("9-1-1 Database Requirements"). PSP further agrees that PSP shall verify with the authorized database provider on a daily basis the accuracy of the download. Should errors be reported by the authorized database provider, PSP will correct such errors as soon as practicable but no later than the business day following the day the error is reported by the authorized 9-1-1 database provider.

D. PSP agrees to transmit the CPN database information according to the, National Emergency Number Association (NENA) standard for ALI format.

E. PSP must cooperate with CAECD in the development and maintenance of the Master Street Address Guide (MSAG).

F. The PSP and CAECD agree to exchange and periodically update, at least yearly, contact and escalation lists. The contact and escalation lists are found in Addendum C.

G. If applicable, the PSP proposes to begin offering its Private Switch 9-1-1 Service on NA (the "Service Establishment Date"). Before cutover on the Service Establishment Date, both CAECD and the PSP will test the service as set forth in Addendum D.

IV. CHARGES

A. PSP agrees to reimburse CAECD for the charges CAECD incurs by contracting with PSP for Private Switch 9-1-1 Service, including but not limited to the following charges:

1. Nonrecurring expense (NRE) based on the PS/ALI Database Charges listed in the table set out in Addendum B.
2. Monthly recurring charges include the following:
 - a. Telephone number (TN) records at \$0.04 per TN.
 - b. ALI System monitoring charges at \$0.004 per TN.
 - c. Any other fees required by law associated with network costs or tariffs that can be identified.
 - d. Any necessary costs for repair or revision of 9-1-1 service in order to maintain the level of service established in the Technical Standards, and/or 9-1-1 Database Requirements.

B. CAECD agrees to notify PSP of any increase or decrease in the charges and PSP agrees to reimburse CAECD for the actual charges CAECD incurs.

C. CAECD agrees to invoice PSP each month for the charges due and the PSP agrees to pay the correct invoice amount within 30 calendar days of PSP's acceptance of the invoice.

D. No recital in this agreement requires or allows a per station service fee to be collected or remitted by business Private Switch Providers.

V. TERM

This Agreement is effective as of the date both CAECD and the PSP execute this Agreement and shall continue for a period of two (2) years, unless terminated earlier as provided for in this Agreement. Thereafter, this Agreement shall automatically renew each year on the anniversary of the Effective Date until a Party provides written notice of termination to the other Party no less than sixty (60) days prior to the end of the current term.

VI. DEFAULT

A. Conditions of default.

1. PSP understands and agrees that maintenance of the private telephone switch and of the 9-1-1 database is the essence of this Agreement. The failure of PSP to maintain the telephone switch or the database according to the requirements of the Technical Standards and 9-1-1 Database Requirements, or the failure on PSP's part to cooperate with the development and maintenance of the MSAG, or the non-payment of any charges due hereunder constitutes a condition of default under this Agreement. Questions as to whether a condition of default exists shall be settled by CAECD.
2. CAECD warrants that its services provided hereunder will be provided in a manner consistent with industry standards and sufficiently to facilitate compliance with Chapter 771 and other legal requirements related to 9-1-1 service. In the event that CAECD does not comply with this warranty, then PSP may consider such noncompliance as a condition of default under this Agreement.

B. Notice of default.

Upon the determination by either party that a condition of default exists, the party shall notify the other party in writing of the type and nature of the condition.

C. Cure.

PSP shall have ten working days from the receipt of the notice of default to notify CAECD of PSP's exact plan to cure the default. The plan proposed by PSP must include the length of time required for the cure. If PSP's proposed cure is approved by CAECD, PSP shall begin to implement the plan immediately. If PSP's proposed cure is not approved by CAECD, CAECD shall notify PSP of what its concerns are and PSP shall have five working days after notification to modify the plan according to the concerns specified by CAECD.

CAECD shall have ten working days from the receipt of the notice of default to notify PSP of CAECD's exact plan to cure the default. The plan proposed by CAECD must include the length of time required for the cure. If CAECD's proposed cure is approved by PSP, CAECD shall begin to implement the plan immediately. If CAECD's proposed cure is not approved by PSP, PSP shall notify CAECD of what its concerns are and CAECD shall have five working days after notification to modify the plan according to the concerns specified by PSP.

D. Remedies.

If PSP does not act promptly to devise a plan acceptable to CAECD to cure the default or is unable to cure the default within the time specified, CAECD reserves the right to pursue all legal remedies, including but not limited to the following:

- a. Termination of this agreement, with notice to the Attorney General of the State of Texas that PSP is doing business in Texas without complying with State laws.

- b. Seek a restraining order to enjoin the use of the 9-1-1 telephone switch, with notice to the business service user of the property.

If CAECD does not act promptly to devise a plan acceptable to PSP to cure the default or is unable to cure the default within the time specified, PSP reserves the right to pursue all legal remedies, including termination of this agreement, with notice to the Attorney General of the State of Texas that CAECD is not providing the services to allow PSP to do business in Texas in compliance with State laws.

VII. TERMINATION

As long as PSP provides telephone service through stations served by a private telephone switch, PSP is required to comply with Texas law and/or CSEC and CAECD requirements regarding 9-1-1 service. Should the business service user or PSP choose to discontinue the use of a private telephone switch, PSP shall give CAECD 60 days prior written notice of the date of discontinuance of the private telephone switch. This Agreement shall not be terminated until all amounts due CAECD by PSP have been paid. This Agreement shall be terminated upon the date of discontinuance of the private telephone switch or of the date of final payment of all amounts due CAECD by PSP if such amounts are due and unpaid on the date of discontinuance of the private telephone switch.

VIII. NOTICE

A. Notice to be effective under this Agreement must be in writing and received by the party against whom it is to operate. 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 certified mail, return receipt requested, to the party's address specified in subparagraph (b) and signed for 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 subparagraph (b).

B. CAECD's address is 6800 Burleson Rd., Bldg. 310, Suite 165, Austin, TX 78744, Attention: Executive Director. The PSP's address is:

IX. MISCELLANEOUS

A. Each individual signing this Agreement 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.

B. This Agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by both parties.

C. The following Addendums are part of this Agreement:

- a. Name of PSP and Property Location
- b. Payment Worksheet
- c. Contact and Escalation Lists
- d. 9-1-1 Cutover

D. This Agreement is binding on and inures to the benefit of the parties' successors in interest. No right or interest under this Contract shall be assigned without the prior written consent of the parties. Any attempted assignment or delegation shall be void unless made in conformity with this paragraph.

E. This Agreement is performable in Travis County, Texas, and Texas law governs its interpretation and application. All issues arising from this Agreement shall be resolved in Travis County, Texas.

F. This Agreement is executed in duplicate originals.

Capital Area Emergency
Communications District

(Name of PSP)

By

Betty Voights
Executive Director

By

(PRINTED NAME)
(Title)

Date:

Date:

ADDENDUM A

Name of PSP and Location:

Name:

Address:

City, State Zip

Phone

Property Name and Address If Different from Above:

Name:

Address:

City, State Zip

Phone

ADDENDUM B

Database Set-up Fees & ALI System Monitoring Residential and Business

Pricing and Account Initiation

For each PS/ALI account, the nonrecurring expense (NRE) will be based upon the total number of PS/ALI TN records to be loaded into the 9-1-1 database, as shown in the table below.

Initiation of each account includes remote Program Management assistance in support of account initiation, product support via telephone for initial account setup as required, and one Secure ID token (a security password device used to enable an individual user to log into West Safety Services system via internet connection for the purpose of updating PSP records). The total TN count must be provided to West Safety Services in writing by the PSP at the time that service initiation is requested.

NRE Payment Options

The PSP may elect to pay the NRE in one lump sum by prorating the applicable discounted NRE amount shown in the table above over the number of whole months remaining in the term of the Agreement on the date this contract takes effect. The PSP shall specify how it intends to pay the NRE in the service initiation request. To be eligible for the early payment discount, the PSP must pay the NRE in one lump sum. CAECD will invoice the PSP for its pro rata share of the NRE in the first month's billing following receipt of the service initiation request from the PSP. If the total TN count increases to the next price tier during the term of the Agreement, CAECD will invoice the PSP for the non-discounted incremental NRE increase based on the TN scale in the SP/ALI price matrix and the PSP agrees to pay the increased amount.

The non-recurring expense for administration includes one (1) key token. Additional token related fees are as follows:

- Additional or replacement token- \$75.00 per token
- Reassignment of token - \$35.00 per reassignment.
- Change of setup: Direct to Premier or Premier to Direct - \$575.00

TN Scale	NRE
<100	\$500.00
100-250	\$600.00
251 - 500	\$900.00
501 - 1,000	\$1,000.00
1,001 - 3,000	\$1,250.00
3,001 - 5,000	\$1,500.00
5,001 - 10,000	\$2,000.00
10,001 - 20,000	\$2,500.00
20,001 and up	\$2,600.00

ADDENDUM C

PSP Contacts and Escalation List

Database

Name and Title:

Address:

City, State Zip

Phone & Email:

Billing

Name and Title:

Address:

City, State Zip:

Phone & Email:

Contact Information for Any Alternatives

Name and Title:

Address:

City, State Zip:

Phone & Email:

CAECD Contact Information

Gregg Obuch, Emergency Communications Director
6800 Burleson Rd, Building 310, Ste. 165
Austin, TX 78744
512-916-6044 or gobuch@capcog.org

Melissa Piña, 9-1-1 Operations Coordinator
6800 Burleson Rd, Building 310, Ste. 165
Austin, TX 78744
512-916-6024 or mpina@capcog.org

CAECD Billing Contact

B.T. Saucedo, 9-1-1 Budget Manager
6800 Burleson Rd., Bldg. 310, Ste. 165
Austin, TX 78744
512 916-6004 or bsaucedo@capcog.org

ADDENDUM D

9-1-1 CUTOVER AND ANNUAL OPERATIONAL TESTING

A. Introduction and Test Objective

1. The purpose of the initial testing, certification and periodic quality assurance testing by CAECD personnel is to ensure the successful completion of a 9-1-1 call. CAECD staff will verify the correct PSAP receives 9-1-1 calls and that the PSAP equipment displays the correct name, address and telephone number of the calling party.
2. During the initial testing and certification, as well as during periodic assurance testing, the PSP will take the required measures to have the ANI and ALI entered into the database management system operated by the database provider for each address included in the PSP's agreement.

B. PSP Responsibilities

1. The PSP must notify CAECD Emergency Services at least ten working days prior to the planned test date. This time frame will allow adequate time for CAECD to coordinate with the PSP, compile a testing plan with database records and schedule testing with the affected PSAPs.
2. The PSP will compile an excel spreadsheet or other approved documentation of each test location with the following information included:

Test street address, test telephone number, name of business and other identifying information as it applies

3. The PSP will notify any persons participating in 9-1-1 test calls to relay the following information to the receiving PSAP:

"Hello, this is (PSP Name) making a non-emergency test call with CAECD. Would you please raise your hand so that CAECD may come over and verify ALI information?"

4. The PSP will request the PSAP make at least one call back, to a number previously received on the PSAP 9-1-1 equipment, from each location tested. The call back must be delivered to the extension/location of the original call.
5. PSP will assist CAECD with identifying misroute or database errors to ensure proper delivery of the 9-1-1 call.

C. Procedures

1. CAECD will contact each PSAP the day of testing to verify that testing will be occurring and to determine if the call load is such to allow testing.

2. CAECD staff will be on site at the PSAP for all testing. All 9-1-1 testing will occur during business hours of 9am to 4pm Tuesday through Thursday.
3. One test call is made from each location previously supplied to CAECD with the caller identifying themselves as making a test call. (As described above in PSP responsibilities paragraph B.3.)
4. CAECD staff will confirm ALI information and print ALI record or review ECATS reporting software. This information may be requested and sent to PSP as confirmation of correct ANI/ALI reporting at PSAP.

D. Test Completion

1. CAECD staff will notify all participating PSAPs that testing is completed for the day and if additional testing is required, provide PSAP with additional date and time for follow up testing to be conducted.
2. If additional testing is required, schedule next testing period with PSP, or if no further testing is required, advise PSP that certification is complete and authorize cutover to E9-1-1 service.
3. Complete the PSP Certification Report within three business days following successful completion of the testing, send copy to PSP and place original in PSP file.