

## **CAPITAL AREA COUNCIL OF GOVERNMENTS**

### **BUSINESS Private Switch Agreement for 9-1-1 Emergency Service**

This is an agreement between the Capital Area Council of Governments ("CAPCOG"), a political subdivision of the State of Texas established and operating pursuant to Chapter 391 of the Local Government Code, as amended, and Williamson County, a private switch provider ("PSP").

#### **RECITALS**

WHEREAS, both the business service user responsible for the property listed in Addendum A and the PSP desire to serve the property described in Addendum A with a private switch service; and,

WHEREAS, PSP is willing and able to perform the duties imposed on a business service user by the provisions of Chapter 771 of the Texas Health and Safety Code ("Chapter 771") and other legal requirements related to 9-1-1 service; and,

WHEREAS, the business service user and PSP have entered into an agency agreement whereby PSP agrees to perform these duties; and,

WHEREAS, both the business service user, under applicable provisions of Chapter 771 and other legal requirements related to 9-1-1 service, and the PSP, under this Agreement, are required to maintain for the property the same level of 9-1-1 service that the telephone companies (the Certificated Telecommunications Utilities ("CTU") approved to provide telecommunications services and covered by the rules of the Public Utility Commission of Texas) are providing to other end users in the territory of CAPCOG; and,

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

WHEREAS, CAPCOG is willing to subscribe to the CTU for the necessary 9-1-1 services in order to facilitate compliance with Chapter 771 and other legal requirements related to 9-1-1 service; and,

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

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

#### **I. OBLIGATIONS OF CAPCOG**

CAPCOG 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.

## II. OBLIGATIONS OF PSP USING PRI TRUNKS

1. 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 Chapter 771.
2. 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 PSAP.
3. 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 RPC ("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 database provider's.
4. PSP agrees to transmit the database information according to the NENA standard for ALI format.
5. PSP must cooperate with CAPCOG in the development and maintenance of the Master Street Address Guide (MSAG).
6. The PSP and CAPCOG agree to exchange and periodically update, at least yearly, contact and escalation lists. The contact and escalation lists are found in Addendum C.
7. The PSP proposes to begin offering its Private Switch 9-1-1 Service on \_\_\_\_\_ (the "Service Establishment Date"). Before cutover on the Service Establishment Date, both CAPCOG and the PSP will test the service as set forth in Addendum D.

### III. CHARGES

- A. PSP agrees to reimburse CAPCOG for the charges CAPCOG 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 \$0.049 per TN.
    - b. ALI System monitoring charges at \$0.010 per TN.
    - c. Selective Routing charges, as currently prescribed by the PUC, at \$0.014 per ANI record.
    - d. Any other fees required by law associated with network costs or tariffs that can be identified.
    - e. 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. CAPCOG agrees to notify PSP of any increase or decrease in the charges and PSP agrees to reimburse CAPCOG for the actual charges CAPCOG incurs.
- C. CAPCOG agrees to invoice PSP each month for the charges due and the PSP agrees to pay the invoice amount within 30 calendar days of PSP's receipt 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.

### IV. TERM

This Agreement is effective as of the date both CAPCOG 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.

## V. 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 CAPCOG.
2. CAPCOG warrants that the 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 CAPCOG 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.

The defaulting party shall have ten business days from the receipt of the notice of default to notify the other party of its detailed plan ("Plan") to cure the default. The proposed Plan must include the length of time required for the cure. If the Plan is approved by the other party, with approval not to be unreasonably delayed, conditioned, or withheld, then the defaulting party shall begin to implement the Plan immediately. If the Plan is not approved by the other party, then the defaulting party shall have five business days to modify the plan according to the concerns specified.

### D. Remedies.

Should PSP not act promptly to devise a Plan acceptable to CAPCOG to cure the default or be unable to cure the default within the time specified, CAPCOG 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.

## **VI. EARLY 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 CAPCOG 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 CAPCOG 60 days prior written notice of the date of discontinuance of the private telephone switch. This Agreement terminates upon the later of the date of discontinuance of the private telephone switch or on the date of final payment of all amounts due CAPCOG by PSP if such amounts are due and unpaid on the date of discontinuance of the private telephone switch.

## **VII. 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) CAPCOG's address is 6800 Burleson Rd., Bldg. 310, Suite 165, Austin, TX 78744, Attention: Executive Director. The PSP's address is 301 SE Innerloop Suite 105 Georgetown, TX 78626, Attention: Bill Bingham

## **VIII. 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 all 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 and Annual Operational Tests

D. This Agreement is binding on and inures to the benefit of the parties' successors in interest.



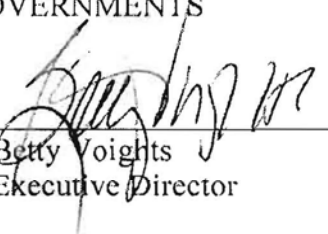
08/02/10

E. This Agreement is performable in Travis County, Texas, and Texas law governs its interpretation and application.

F. This Agreement is executed in duplicate originals.

CAPITAL AREA COUNCIL OF  
GOVERNMENTS

By

  
Betty Voights  
Executive Director

Date

1-21-11

Williamson County

By

  
Name DAN GATTIS

Title

COUNTY JUDGE

Date

1-20-11

ADDENDUM A

NAME OF PSP AND PROPERTY LOCATION

NAME OF PRIVATE SWITCH PROVIDER:

Williamson County

PROPERTY NAME and ADDRESS:

Criminal Justice Center  
405 Martin Luther King  
Georgetown, Texas 78626

Sheriff Administration/Jail  
508 Rock ST  
Georgetown, TX 78626

EMS Headquarters  
305 MLK  
Georgetown, Texas 78626

EMS Administration  
303 MLK  
Georgetown, Texas 78626

Historical Court House  
710 S Main St.  
Georgetown, Texas 78626

Historical Society  
716 Austin Ave  
Georgetown, Texas 78626

Health Department Administration  
312 S Main St.  
Georgetown, Texas 78626

08/02/10

Health Department Environmental  
303 S Main  
Georgetown, Texas 78626

Health Department Clinic  
100 W 3<sup>rd</sup>  
Georgetown, Texas 78626

Tax Office  
904 S Main St.  
Georgetown, Texas 78626

EMS Training  
321 W 8<sup>th</sup> St.  
Georgetown, Texas 78626

Sheriff Office  
323 W 8<sup>th</sup> St.  
Georgetown, Texas 78626

Lott Building  
107 S Holly  
Georgetown, Texas 78626

Radio Shop  
508 Holly Bldg 1  
Georgetown, Texas 78626

Innerloop Annex  
301 SE Innerloop  
Georgetown, Texas 78626

Juvenile Justice Center  
1821 SE Innerloop  
Georgetown, Texas 78626

Animal Shelter  
1855 SE Innerloop  
Georgetown, Texas 78626

Child Advocacy Center  
1811 SE Innerloop  
Georgetown, Texas 78626



08/02/10

Central Maintenance Facility  
3151 SE Innerloop  
Georgetown, Texas 78626

Sheriff Impound Yard  
3151 SE Innerloop  
Georgetown, Texas 78626

Facility Maintenance  
3101 SE Innerloop  
Georgetown, Texas 78626

Parking Garage  
305 W 4<sup>th</sup> St  
Georgetown, Texas 78626

Round Rock Annex Bldg A  
211 Commerce Cove  
Round Rock, Texas 78664

Round Rock Annex Bldg B  
211 Commerce Cove  
Round Rock, Texas 78664

Jester annex  
1801 E Old Settlers Blvd  
Round Rock, Texas 78664

Medic 11  
1781 E Old Settlers Rd  
Round Rock, Texas 78664

Cedar Park Annex  
350 Discovery Blvd  
Cedar Park, Texas 78613

Taylor Annex  
412 Vance St.  
Taylor, Texas 76574

Taylor Health Department  
115 W 6<sup>th</sup> St.  
Taylor, Texas 76574

08/02/10

JP Pct 4  
211 W 6<sup>th</sup> St.  
Taylor, Texas 76574

Pct 4 Constable  
2501 Mallard Lane  
Taylor, Texas 76574

Medic 41  
2604 Northlawn Dr.  
Taylor, Texas 76574

CTTC Facility  
601 N Alligator Road  
Ganger, Texas 76530

Hutto Annex  
350 Exchange  
Hutto, Texas 78634

**ADDENDUM B**

**PAYMENT WORKSHEET  
Residential/Business  
Database Set-up Fees & ALI System Monitoring**

**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.

**PS/ALI NRE Price Chart**

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 Intrado's system via internet connection for the purpose of updating PSP records). The total TN count must be provided to Intrado in writing by the PSP at the time that service initiation is requested.

<b>TN Scale</b>	<b>NRE</b>	<b>Early Completion Discounted NRE</b>
<100	\$1,000.00	\$900.00
100-250	\$1,200.00	\$1,080.00
251 - 500	\$1,800.00	\$1,620.00
501 - 1,000	\$2,000.00	\$1,800.00
1,001 - 3,000	\$2,500.00	\$2,250.00
3,001 - 5,000	\$3,000.00	\$2,700.00
5,001 - 10,000	\$4,000.00	\$3,600.00
10,001 - 20,000	\$5,000.00	\$4,500.00
20,001 and up	\$5,500.00	\$4,950.00

**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. CAPCOG will invoice the PSP for it's 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

08/02/10

tier during the term of the Agreement, CAPCOG 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 token - \$250 per token.
- Replacement token - \$200 per token.
- Reassignment of token - \$50 per reassignment.

**ADDENDUM C**

**CONTACT AND ESCALATION LISTS**

***PSP List***

**Database & Billing**

Teresa Baker, Addressing Coordinator	512-943-3707
Shilpa Bhadsavle, GIS Analyst	512-943-3708
Bill Bingham, Telecom Mgr	512-943-1463

**Network Operations**

**24hr Network Management Center (NMC)**

<b>NMC xxxx</b>	<b>Trouble Reporting Number</b>	<b>800-xxx-</b>
Bill Bingham, Telecom Mgr	512-943-1463	

Supervisor of NMC: Otis Coufal      Office #: 512-943-1464

**Installation & Operations Management**

Bill Bingham, Telecom Mgr	512-943-1463
---------------------------	--------------

**Location General Manager**

Jay Schade –Sr. Director of Technology Services – 512-943-1455

**9-1-1 Entity Coordination**

Gregg Obuch, Emergency Communications Director, 512-916-6044, 512-992-8927

***CAPCOG List***

**Database & Billing**

Gregg Obuch, Emergency Communications Director, 512-916-6044, 512-992-8927

**PSAP Operations**

Gregg Obuch, Emergency Communications Director, 512-916-6044, 512-992-8927

**9-1-1 Entity Management**

Julie Harmon, Quality Assurance Coordinator, 512-916-6024, 512-791-3347



## **ADDENDUM D**

### **9-1-1 CUTOVER AND ANNUAL OPERATIONAL TESTS**

#### **Introduction and Test Objective**

The purpose of the initial testing and certification and periodic quality assurance testing by CAPCOG personnel is to ensure the successful completion of a 9-1-1 call. CAPCOG staff will verify the correct PSAP receives 9-1-1 calls and the PSAP equipment displays the correct name, address, and telephone number of the calling party. Please note that these testing procedures are not designed to test the functionality of a ported number dialing 9-1-1.

During the initial testing and certification as well as during periodic assurance testing, the PSP will provide four (4) dedicated telephone instruments installed in the switch room. Three of these instruments will have discrete test ANI and ALI. The PSP will take the required measures to have the ANI and ALI entered into the database management system operated by the database provider. The ALI record for the three telephone instruments is the PSP name, a house/business number, and the street name "PSP 911 Test." Three different ESNs are used to test the network and ensure that calls will properly route. There is no ALI for the fourth telephone line. This line will simulate a valid telephone number not yet in the database, thus to ensure default routing is working. The ANI on all four lines is a permanently assigned ten-digit number from one of the PSP's NXXs.

The CAPCOG shall also arrange for quality assurance testing by CAPCOG personnel at least once annually, following the initial testing and certification, in accordance with the requirements of this Attachment 3.

#### **Procedures**

The PSP must notify CAPCOG Emergency Services at least ten working days prior to the planned test date. This time frame will allow for adequate time for CAPCOG to coordinate with the PSP the TEST database records and scheduling with effected PSAPs.

The PSP will select four (4) test ANIs from each rate center served (it is suggested to use non-sequential numbers) and provide written confirmation to CAPCOG. CAPCOG will provide the next available ALI records from the ALI Test Log and notify the PSP in writing of information (class of service, customer name, ESN, etc.)

*Example:*

<u>Telephone #</u>	<u>COS</u>	<u>Customer Name</u>	<u>ESN</u>	<u>Address</u>	<u>Community</u>
512-565-3333	RES	"PSP Name"	210	222 PSP 9-1-1 Testing	Austin
512-565-4689	BUS	"PSP Name"	30	223 PSP 9-1-1 Testing	Round Rock
512-565-6485	Coin	"PSP Name"	20	224 PSP 9-1-1 Testing	Bastrop
512-565-9863		No Record Found			

Each ESN should route the correct PSAP and display the correct English Language Translation for the particular PSAP/ESN.

### **PSAP Notification/CAPCOG Staff Attendance**

CAPCOG 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.

If the switch is located within the CAPCOG region, CAPCOG staff will be on site at the switch for all testing. All 911 testing will occur during normal business hours of 8am to 5pm.

If the switch is not located within the CAPCOG region, and/or when pertinent, each PSAP will be asked to print each workstation screen when receiving a test call from the PSP and then to mail to CAPCOG for the PSP file.

### **9-1-1 Trunk Tests**

Confirm ability of PSP to provide back-up power during a commercial power failure.

Make a 9-1-1 call from each of the four phones provided-confirm the call arrived at the correct PSAP and that all the correct information is displayed. Line four should default to the designated location and present the ANI and "Record Not Found."

Make two (2) simultaneous calls from any combination of lines one, two and three. Confirm both calls arrived at the correct PSAP and that the ANI/ALI is correct.

### **Default Route Tests**

With the help of a second person, make (3) simultaneous calls test from lines one, two, and three, verify the call arrived at the correct location with the correct ANI/ALI, then ask one call taker to call you back on the number displayed. This will verify the ability of the PSAP to call back the number.

Repeat the above steps for lines two, three, and four. Time the dialing so that line four connects either first or second. This will force two calls to the normal serving PSAP (one via 9-1-1 trunk) and will result in line four indicating Record Not Found and the other line to display the correct ANI/ALI. The third call should default route to the correct default routing location.

Busy out one trunk in each group at a time, making a test call on the remaining trunk to ensure that both trunks are working properly. Confirm each call arrived at the correct PSAP with the correct ANI/ALI. This will verify the PSP's alarm procedures are in place and test the PSP's contingency plan.

With one trunk busy, make two simultaneous calls utilizing lines 1, 2, or 3. One call should route to the appropriate PSAP and the other should default route to the correct default routing location.

With one trunk busy, make three calls utilizing lines one, two and three. The first call should route via 9-1-1 trunk to the correct PSAP based on the ESN assignment, the other two should default route to the correct default routing location.

Repeat the above steps for lines two, three, and four. Time the dialing so that line four connects either first or second. This will force two calls to the normal serving PSAP (one via 9-1-1 trunk)

and will result in line four indicating Record Not Found and the other line to display the correct ANI/ALI. The third call should default route to the correct default routing location.

Restore the first busied trunk and busy out the second and repeat the above steps.

### **9-1-1 Trunk Failure Tests**

Busy out all 9-1-1 trunks. With both trunks busy, make two simultaneous test calls. Both should default route to the correct default routing location.

Make four simultaneous calls. All calls should route to the correct default routing location.

Restore all busied trunks.

### **Operator Services Tests**

Place a call to the Operator from each test phone.

Advise the Operator this is an emergency test call to 9-1-1 and ask operator to verify the numbers listed for local police, fire and EMS. Then request operator to connect you to appropriate emergency agency. The call should be connect to the default PSAP.

Advise the Call Taker that a 9-1-1 test call is being made and verify the name of the answering PSAP.

### **Test Completion**

Notify all participating PSAPs testing is completed for the day and if additional testing is required, provide PSAP with a general idea of the date and time.

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.

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.