

CONCHO VALLEY COUNCIL OF GOVERNMENTS

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

This is an agreement between the **Concho Valley Council of Governments ("CVCOG")**, a political subdivision of the State of Texas established and operating pursuant to Chapter 391 of the Local Government Code, as amended, and **Tom Green 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 the 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 CVCOG; and,

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

WHEREAS, CVCOG 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 CVCOG for certain charges incurred by CVCOG in subscribing to 9-1-1 service;

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

I. OBLIGATIONS OF CVCOG

CVCOG 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 CVCOG in the development and maintenance of the Master Street Address Guide (MSAG).
6. The PSP and CVCOG 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 TBD (the "Service Establishment Date"). Before cutover on the Service Establishment Date, both CVCOG and the PSP will test the service as set forth in Addendum D.

III. CHARGES

- A. PSP agrees to reimburse CVCOG for the charges CVCOG 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 shown 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. No Selective Routing charges per ANI record that pass through Intrado.
 - 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. CVCOG agrees to notify PSP of any increase or decrease in the charges and PSP agrees to reimburse CVCOG for the actual charges CVCOG incurs.
- C. CVCOG 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 takes effect on the date it is signed on behalf of CVCOG and it expires two years from that date.

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 are of 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 CVCOG.

2. CVCOG 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 CVCOG 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 CVCOG to cure the default or be unable to cure the default within the time specified, CVCOG 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 CVCOG 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 CVCOG 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 CVCOG 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) Government Entity:

Concho Valley Council of Governments

Attn: Jeffrey K. Sutton, Executive Director

2801 W. Loop 306, Suite A

San Angelo, TX 76904

(b) Private Switch Provider:

Tom Green County

Michael Brown, Tom Green County Judge

122 W. Harris

San Angelo, Texas

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.

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

F. This Agreement is executed in duplicate originals.

Concho Valley Council of Governments

Signature:



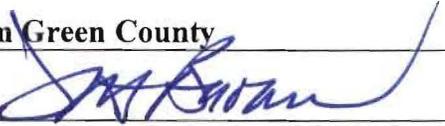
Name: Jeffrey K. Sutton

Title: Executive Director, CVCOG

Date: August 16, 2011

PSP: Tom Green County

Signature:



Name: Michael Brown

Title: Tom Green County Judge

Date: August 16, 2011

ADDENDUM A

NAME OF PSP AND PROPERTY LOCATION

NAME OF PRIVATE SWITCH PROVIDER:

Tom Green County

PROPERTY NAME and ADDRESS:

Tom Green County
122 W. Harris
San Angelo, Texas

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

TN Scale	NRE	Early Completion Discounted NRE
<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

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.

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. CVCOG 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, CVCOG will invoice the PSP for the non-discounted incremental NRE increase based on the TN scale in the PS/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

*Please provide names in first-to-contact to last-to-contact order

Name, Title	Telephone	Pager
ADN KILLAM DIR. BLDG MAINT.	325-234-1231	
SUSAN COUNTS MGIC. INFO TECH	325-277-1930	
JOHNNY GRIMALD DIR. PURCHASING	325-374-5236	

Network Operations

24hr Network Management Center (NMC)

NMC Trouble Reporting Number 800- _____

Name: _____

Office #: _____

Mobile #: _____

Supervisor of NMC:

Name: _____

Office #: _____

Mobile #: _____

Installation & Operations Management

Location General Manager

Name: DON KILLAM

Title: Air. BUILDING MAINTENANCE

Telephone #: 325-659-6505

Mobile #: 325-234-1231

9-1-1 Entity Coordination

Name: Hilda Arredondo-Garibay

Title: Emergency Communications Director

Telephone #: 325 944-9666

Mobile #: 325 212-9391

CVCOG List

Database & Billing

Hilda Arredondo-Garibay, Emergency Communications Director
Office- 325-944-9666 Cell- 325-212-9391
hilda@cvcog.org

PSAP Operations

Hilda Arredondo-Garibay, Emergency Communications Director
Office- 325-944-9666 Cell- 325-212-9391
hilda@cvcog.org

9-1-1 Entity Management

Hilda Arredondo-Garibay, Emergency Communications Director
Office- 325-944-9666 Cell- 325-212-9391
hilda@cvcog.org

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 CVCOG personnel is to ensure the successful completion of a 9-1-1 call. CVCOG 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.

The CVCOG shall also arrange for quality assurance testing by CVCOG personnel at least once annually, following the initial testing and certification.