

## **CAPITAL AREA COUNCIL OF GOVERNMENTS**

### **BUSINESS CAMA Private Switch Agreement for Enhanced 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 operated pursuant to Chapter 391 of the Local Government Code, as amended, and the City of Austin (City), a Texas home-rule municipal corporation acting in its capacity as a private switch provider.

#### **RECITALS**

WHEREAS, the City is responsible for the business facilities located at the properties listed on "Addendum A" and the City provides the properties listed on Addendum A (Name of City Property Locations); with private switch services ; and,

WHEREAS, the City is willing and able to perform the duties imposed on a business service user by the provisions of the Texas Health & Safety Code, Chapter 771 and/or the Commission on State Emergency Communications (CSEC) and CAPCOG 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 listed on Addendum A and,

WHEREAS, the City provides private switch services to municipal offices at the properties listed on Addendum A and understands that, under this Agreement, the City is required to maintain for those 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 within the CAPCOG jurisdictional area; 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 the Texas Health & Safety Code, Chapter 771 and/or CSEC and CAPCOG requirements related to 9-1-1 service; and,

WHEREAS, the City is willing to reimburse CAPCOG for certain expenses as described in this Agreement which are incurred by CAPCOG in subscribing to Enhanced 9-1-1 services;

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

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

A. CAPCOG shall supply to the City the 9-1-1 Centralized Automatic Message Accounting (CAMA) trunks needed by the City so the City can provide Enhanced 9-1-1 emergency service - including selective routing, automatic number identification (ANI), automatic location identification (ALI) - to the properties listed on "Addendum A". It is understood and agreed that the CAMA trunks are being supplied subject to the provisions of the CTU's terms and conditions. The City shall not use anything other than CAMA trunks unless otherwise approved by CAPCOG.

B. CAPCOG agrees to incur the CTU's non-recurring charges and monthly rates associated with the provision of 9-1-1 service at the City's administrative site for the properties listed on "Addendum A", including but not limited to the 9-1-1 CAMA trunks and the maintenance of the 9-1-1 database.

C. As long as the City is the private switch provider to users covered by this Agreement in conformance with the requirements of the Texas Health & Safety Code, Chapter 771 and this Agreement, CAPCOG agrees to not pursue its legal remedies as provided hereunder.

## **II. OBLIGATIONS OF THE CITY**

A. The City agrees to utilize a telephone switch that is equipped to send properly formatted ANI information to the CTU and that will bring the City into full compliance with the requirements applicable to CTUs under the Texas Health & Safety Code, Chapter 771.

B. The City is expected to pass the station-level Calling Party Number (CPN) information to the CTU end office. The CTU end office will use the screening list to validate the CPN. The CTU end office will send the CPN to the E911 tandem only if the CPN is valid. Otherwise, the CTU end office will send the default number Billed Telephone Number (BTN) assigned to the PBX. It will then deliver the 9-1-1 call along with the CPN information or (default number) to the Public Safety Answering Point (PSAP).

C. The City 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. The City agrees that the City, or its authorized agent, will keep current the database associated with the 9-1-1 service. To this end, the City, or its authorized agent, will supply updates to the database as changes occur by downloading from the City's computer to the authorized 9-1-1 database provider's computer. The City, or its authorized agent, must provide a personal computer 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 CAPCOG ("9-1-1 Database Requirements"). The City, or its authorized agent, shall verify with the authorized database provider on a daily basis the accuracy of the download. Should errors be reported by the authorized 9-1-1 database management service provider, the City 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 management database service provider.

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

E. The City must cooperate with CAPCOG in the development and maintenance of the Master Street Address Guide (MSAG).

F. The City and CAPCOG agree to exchange and periodically update, at least yearly, contact and escalation lists. The contact and escalation lists are found in Addendum B.

## **III. CHARGES**

A. The City agrees to reimburse CAPCOG for the expenses incurred by CAPCOG for providing Enhanced 9-1-1 Service to the City as set forth below:

Monthly recurring charges include the following:

1. Telephone number (TN) records at \$0.049 per TN.
2. ALI System monitoring charges at \$0.010 per TN.
3. Selective Routing charges, as currently prescribed by the PUC, at \$0.014 per ANI record.
4. CAMA trunking charges as determined by the Local Exchange Carrier (LEC)

5. Any other fees required by law associated with network costs or tariffs that can be identified.
  6. 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 the City of any increase or decrease in the charges prior to the change taking effect for the City's review. The City agrees to reimburse CAPCOG for the actual expenses that CAPCOG incurs on behalf of the City.
- C. CAPCOG agrees to invoice the City each month for the charges due and the City agrees to pay the invoice amount within 30 calendar days of the City'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."
- E. This agreement shall not exceed \$12,000 for the initial 12-month period and \$14,000 annually for each extension option period for a total contract amount not to exceed \$68,000, including all expenses. The continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable from funds appropriated and available for this contract. The City will monitor the expenditures and take the necessary action to secure the appropriated funds should the expenses indicate the not-to-exceed amount will not be adequate to meet the City's obligations under the contract. The City will provide CAPCOG written notice of the failure of the City to make an adequate appropriation for any fiscal year. The absence of appropriated funds shall render this Contract null and void. The City shall pay expenses incurred in accordance with Section III, Charges.

#### **IV. TERM**

This Agreement is effective as of the October 1, 2012. The Agreement shall be in effect for an initial term of 12-months and may be extended thereafter for up to four additional 12-month periods, subject to the written approval of the parties unless terminated earlier as provided for in this Agreement

#### **V. DEFAULT**

A. Conditions of Default.

The City understands and agrees that maintenance of the CAMA Trunks and the Enhanced 9-1-1 services database is the essence of this Agreement. The failure of the City 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 City'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.

CAPCOG 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 and fails to provide adequate assurance of performance upon the reasonable demand of the City, then the City 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 party in default shall have ten working days from the receipt of the notice of default to notify the other party of the exact plan to cure the default. The plan proposed by the defaulting party must include the length of time required for the cure. If the defaulting party's proposed cure is approved by the other party, the defaulting party shall begin to implement the plan immediately. If the defaulting party's proposed cure is not approved, the other party, shall notify the defaulting party of what its concerns are and the defaulting party shall have five business days after notification to modify the plan according to the concerns specified.

D. Termination.

If the defaulting party does not act promptly to devise a plan acceptable to the other party to cure the default or is unable to cure the default within the time specified, the other party may terminate the agreement.

The non-defaulting party may send a notice of termination to the defaulting party. The non-defaulting party reserves the right to pursue any legal/equitable remedies or pursue a dispute resolution process with the defaulting party.

## **VI. FINAL PAYMENT FOR TERMINATION**

As long as the City provides telephone service through stations served by a private switch, the City is required to comply with Texas law and/or CSEC and CAPCOG requirements regarding 9-1-1 service. Should the City choose to discontinue the use of an Enhanced 9-1-1 services, the City shall give CAPCOG 60 days prior written notice of the date of discontinuance of these services. After the 60 day notice, the City has no further obligation to subscribe to the services specified in this Agreement such as CAMA Trunks and Enhanced 9-1-1 services. This Agreement shall not be terminated until all amounts due CAPCOG by the City have been paid. This Agreement shall be terminated upon the date of discontinuance of the Enhanced 9-1-1 services or of the date of final payment of all amounts due CAPCOG by the City if such amounts are due and unpaid on the date of discontinuance of the Enhanced 9-1-1 services.

## **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 Ste 165, Austin, TX 78744, Attention: Executive Director. The City's address is 1124 S. IH35 Austin, Texas 78704, Attention: Leslye Conoley, Network Services Operations Supervisor.

## **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 the City and Property Location
- b. Contact and Escalation Lists

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 Contract shall be resolved in Travis County, Texas.

F. This Agreement is executed in duplicate originals.

CAPITAL AREA COUNCIL  
OF GOVERNMENTS

CITY OF AUSTIN

By \_\_\_\_\_  
Betty Voights  
Executive Director

By \_\_\_\_\_  
(PRINTED NAME)  
(TITLE)

Date \_\_\_\_\_

Date \_\_\_\_\_

# ADDENDUM TO City of Austin CONTRACT

## ADDENDUM A Name of City Locations

House #	Directional	Street	Community
60		Rainey ST	AUSTIN
105	W	Riverside Dr	AUSTIN
124	W	8th ST	AUSTIN
200	S	LAMAR BLVD	AUSTIN
201	E	2ND ST	AUSTIN
211	E	WILLIAM CANNON DR	AUSTIN
301	W	2ND ST	AUSTIN
301		Nature Center DR	AUSTIN
402		DEEP EDDY AV	AUSTIN
401	E	5TH ST	AUSTIN
411		CHICON ST	AUSTIN
411	E	5th St	AUSTIN
500		RALPH ABLANEDO DR	AUSTIN
504		RALPH ABLANEDO DR	AUSTIN
505		BARTON SPRINGS RD	AUSTIN
506		MARTIN LUTHER KING JR BLVD	AUSTIN
515		Pleasant Valley RD	AUSTIN
517	S	PLEASANT VALLEY RD	AUSTIN
600		River ST	AUSTIN
625	E	10TH ST	AUSTIN
651	N	Pleasant Valley RD	AUSTIN
700	E	7TH ST	AUSTIN
700		LAVACA ST	AUSTIN
714	E	8TH ST	AUSTIN
715	E	8TH ST	AUSTIN
719	E	6th ST	AUSTIN
811		Barton Springs Rd	AUSTIN
812		SPRINGDALE RD	AUSTIN
835	W	RUNDBERG LN	AUSTIN
1000		BLANCO ST.	AUSTIN
1000	E	11TH ST	AUSTIN
1006		SMITH RD	AUSTIN
1009	W	Dittmar Rd	AUSTIN
1025	E	11TH ST	AUSTIN
1105	E	Cesar Chavez St	AUSTIN
1110		BARTON SPRINGS RD	AUSTIN
1111		RIO GRANDE ST	AUSTIN
1124	S	IH 35 SVRD SB	AUSTIN
1161		ANGELINA ST	AUSTIN
1182		HARGRAVE ST	AUSTIN
1190		HARGRAVE ST	AUSTIN
1201		Webberville Rd	AUSTIN
1401		Old Cedar Ln	AUSTIN
1501		TOOMEY RD	AUSTIN
1520		RUTHERFORD LN	AUSTIN

1600		Grove BLVD	AUSTIN
1605		Kinney AV	AUSTIN
1705	S	CONGRESS AV	AUSTIN
1800	S	15TH ST	AUSTIN
2005	E	5TH ST	AUSTIN
2006	E	4TH ST	AUSTIN
2011	E	51ST ST	AUSTIN
2100		Alamo ST	AUSTIN
2200		Hancock DR	AUSTIN
2209		Rosewood AV	AUSTIN
2307		FOSTER AV	AUSTIN
2401		COLUMBUS DR	AUSTIN
2410		Parmer LN	AUSTIN
2412		KRAMER LN	AUSTIN
2454		CARDINAL LOOP	DelValle
2500		EXPOSITION BLVD	AUSTIN
2501		Andrew Zilker RD	AUSTIN
2505		STECK AV	AUSTIN
2525	S	Lakeshore Blvd	AUSTIN
2600		Webberville RD	AUSTIN
2913		Northland Dr	AUSTIN
3002		Guadalupe ST	AUSTIN
3101		OAK SPRINGS DR	AUSTIN
3511		Manor Rd	AUSTIN
3621	S	FM 620	Lakeway
3851		Manor Rd	AUSTIN
3907	s	Industrial DR	AUSTIN
4079		Capital of Texas Hwy	AUSTIN
4101		SOUTH INDUSTRIAL DR	AUSTIN
4128	S	1ST ST	AUSTIN
4201		ED BLUESTEIN BLVD	AUSTIN
4305		AIRPORT BLVD	AUSTIN
4411		MEINARDUS DR	AUSTIN
4514		James Wheat ST	AUSTIN
4708		MARTIN LUTHER KING JR BLVD	AUSTIN
4721		LOYOLA LN	AUSTIN
5309	E	Riverside Dr	AUSTIN
4800		SHAW LN	AUSTIN
5700		MANCHACA RD	AUSTIN
5803		Nuckols Crossing RD	AUSTIN
5833		WESTMINSTER DR	AUSTIN
5905		NUCKOLS CROSSING RD	AUSTIN
6001		Manchaca RD	AUSTIN
6100		Guadalupe ST	AUSTIN
6301		HAROLD CT	AUSTIN
6301C		HAROLD CT	AUSTIN
6400		Bolm Rd	AUSTIN
6601		Manchaca RD	AUSTIN
7051		Village Center DR	AUSTIN
7201		Levander LP	AUSTIN
7201		Colony Loop DR	AUSTIN
7500		BLESSING AV	AUSTIN
7701		RIVER PLACE BLVD	AUSTIN
8509		FM 969	AUSTIN
8989		RESEARCH BLVD SVRD NB	AUSTIN

9421	Spectrum DR	AUSTIN
10041	LAKE CREEK PKWY	AUSTIN
10108	FM 812 RD	AUSTIN
10111	ANDERSON MILL RD	AUSTIN
11205	HARRIS BRANCH PKWY	AUSTIN
11401	ESCARPMENT BLVD	AUSTIN
12425	LAMPLIGHT VILLAGE AV	AUSTIN
12500	AMHERST DR	AUSTIN
12711	HARRISGLENN DR	AUSTIN



ADDENDUM TO CITY OF AUSTIN CONTRACT

**ADDENDUM B**

**CONTACT AND ESCALATION LISTS**

***The City List***

**DATABASE**

Name and Title:

\_\_\_ Sandy O'Connor \_\_\_\_\_

Address:

\_\_\_ 1124 S. IH 35 \_\_\_\_\_

City, State Zip

\_\_\_ Austin, TX 78704 \_\_\_\_\_

Phone

\_\_\_ (512) 974-2520 \_\_\_\_\_

**BILLING**

Name and Title:

\_\_\_ Leslye Conoley \_\_\_\_\_

Address:

\_\_\_ 1124 S. IH 35 \_\_\_\_\_

City, State Zip

\_\_\_ Austin, TX 78704 \_\_\_\_\_

Phone

\_\_\_ (512) 974-7826 \_\_\_\_\_

**CONTACT INFORMATION FOR ANY ALTERNATES**

Name and Title:

\_\_\_ Sandy O'Connor or Leslye Conoley \_\_\_\_\_

Address:

\_\_\_ 1124 S. IH 35 \_\_\_\_\_

City, State Zip

\_\_\_ Austin, TX 78704 \_\_\_\_\_

Phone

See above for phone numbers \_\_\_\_\_

## ***CAPCOG Contact Information***

Gregg Obuch, Emergency Communications Director  
6800 Burleson Rd, Building 310, STE 165  
Austin, TX 78744  
512-916-6044 or 512-992-8927

Julie Harmon, 9-1-1 Operations Coordinator  
6800 Burleson Rd, Building 310, STE 165  
Austin, TX 78744  
512-916-6024 or 512-791-3347