

# **CAPITAL AREA COUNCIL OF GOVERNMENTS**

## **BUSINESS PRI 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 operating pursuant to Chapter 391 of the Local Government Code, as amended, and the City of Austin, a Texas home-rule municipal corporation, acting in its capacity as a private switch provider hereafter referred to as "City".

### **RECITALS**

WHEREAS, the City is responsible for the business facilities located at the properties listed on "Addendum A" and the City provides the property described in "Addendum A" 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 and 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 (Name of City Property Locations); 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 the property listed on "Addendum A" at 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 service;

NOW, THEREFORE, CAPCOG and the City, 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 database service.

## **II. OBLIGATIONS OF THE CITY USING PRI TRUNKS**

A. The City agrees to utilize private switch services 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 9-1-1 database for updates according to the requirements in the Texas PS/ALI New Customer Set Up Guide or such other comparable requirements provided by CAPOG ("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. 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 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 the City's behalf.
- C. CAPCOG agrees to invoice the City each month for the charges due and the City 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.
- E. This agreement shall not exceed \$2,000 for the initial 12-month period and \$2,000 annually for each extension option period for a total contract amount not to exceed \$10,000, 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 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.

1. The City understands and agrees that maintenance of 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.

2. 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 party in default's proposed cure is approved by the other party, the defaulting party shall 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 working 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 non-defaulting party may terminate the agreement by sending 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 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. 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, Suite 165, Austin, TX 78744, Attention: Executive Director. The City's address is 3600 Presidential Blvd., Suite 411, Austin, TX 78719, Attention: Michelle Moheet, Information Systems and Enterprises Manager.

**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 both parties.

C. The following Addendums are part of this Agreement:

- a. Name of City Property Locations
- 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 Agreement 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 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 Property Location**

**NAME OF CITY and LOCATION:**

Name: Austin Bergstrom International Airport

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Address: 3600 Presidential Blvd, STE 411

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City, State Zip Austin, TX 78719

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Phone (512) 530-6334

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**PROPERTY NAME and ADDRESS IF DIFFERENT FROM ABOVE:**

ENT1	ENTRANCE 1	2600 SPIRIT OF TEXAS
ENT2	ENTRANCE 2	2500 PRESIDENTIAL
ENT3	ENTRANCE 3	5300 GENERAL AVAITION
PLOTAV	ABIA PARKING LOTS ENTRANCE	3100 PRESIDENTIAL
LOTA	ABIA PARKING LOT A	3410 PRESIDENTIAL
LOTB	ABIA PARKING LOT B	3325 PRESIDENTIAL
LOT C	ABIA PARKING LOT C	3915 PRESIDENTIAL
LOT D	ABIA PARKING LOT D	3101 PRESIDENTIAL
LOTE	ABIA PARKING LOT E	3101 PRESIDENTIAL
LOTF	ABIA PARKING LOT F	3101 PRESIDENTIAL
LOT G	ABIA PARKING LOT G	3325 PRESIDENTIAL
LOTPG	ABIA PARKING GARAGE	3601 PRESIDENTIAL
EL	ABIA EMPLOYEE LOT	10320 HOTEL
NPLZA	ABIA - NORTH PLAZA	2901 EMPLOYEE
SPLZA	ABIA - SOUTH PLAZA	3815 PRESIDENTIAL
GTSA	ABIA GROUND TRANSPORT STAGING AREA	9300 Rental Car Ln
CellphoneLot	Cell Phone Lot	2801 SPIRIT OF TEXAS
INFO	ABIA INFORMATION SYSTEMS	3001 EMPLOYEE
FUELA	ABIA JET FUEL TANKS	3324 SPIRIT OF TEXAS
PE	PLANNING & EMGINEERING	2716 SPIRIT OF TEXAS
LRC	LERANING RESOURCE CENTER	2800 SPIRIT OF TEXAS

PRK	AMPCO PARKING BUILDING	2901 EMPLOYEE
SOC	SECURITY OPERATIONS & COMMUNICATIONS	2901 EMPLOYEE
DOC	ABIA AIRPORT DOC	2901 EMPLOYEE
CENPLA	CENTRAL PLANT	9857 SERVICE AVE
BELLY	ABIA BELLY FREIGHT	3400 SPIRIT OF TEXAS
WARE	ABIA WAREHOUSE	9400 FREIGHT LN
POOLB	STATE AIRCRAFT POOLING BOARD	10335 GOLF COURSE RD
ALAMO	ALAMO RENTAL CAR	9310 RENTAL CAR LN
AVIS	AVIS RENTAL CAR	9320 RENTAL CAR LN
BDGT	BUDGET RENTAL CAR	9300 RENTAL CAR LN
HERTZ	HERTZ RENTAL CAR	9401 RENTAL CAR LN
ADVRC	ADVANTAGE RENTAL CAR	9229 RENTAL CAR LN
DOLRC	DOLLAR RENTAL CAR	9301 RENTAL CAR LN
ADRC	ABIA - ADVANTAGE RENTAL CAR - UL GARAGE	3601 PRESIDENTIAL
ALRC	ABIA - ALAMO RENTAL CAR - UL GARAGE	3601 PRESIDENTIAL
AVRC	ABIA - AVIS RENTAL CAR - UL GARAGE	3601 PRESIDENTIAL
BRC	ABIA - BUDGET RENTAL CAR - UL GARAGE	3601 PRESIDENTIAL
DRC	ABIA - DOLLAR RENTAL CAR - UL GARAGE	3601 PRESIDENTIAL
ERC	ABIA - ENTERPRISE RENTAL CAR - UL GARAGE	3601 PRESIDENTIAL
HRC	ABIA - HERTZ RENTAL CAR - UL GARAGE	3601 PRESIDENTIAL
NRC	ABIA - NATIONAL RENT CAR - UL GARAGE	3601 PRESIDENTIAL
TRC	ABIA - THRIFTY CAR RENTAL - UL GARAGE	3601 PRESIDENTIAL
LD	LOADING DOCK	9717 SERVICE AVE
<b>TERMINAL</b>		
AIRPORT	ABIA	3600 PRESIDENTIAL
LL	LOWER LEVEL - AIRPORT	3603 PRESIDENTIAL
TAXI	ABIA TAXI STAND LOWER LEVEL	3603 PRESIDENTIAL
BC	ABIA - BAGGAGE CLAIM	200 BAGGAGE WAY
BC1	ABIA - BAGGAGE CLAIM 1	130 BAGGAGE WAY
BC2	ABIA - BAGGAGE CLAIM 2	120 BAGGAGE WAY
BC3	ABIA - BAGGAGE CLAIM 3	110 BAGGAGE WAY
BC4	ABIA - BAGGAGE CLAIM 4	220 BAGGAGE WAY
BC5	ABIA - BAGGAGE CLAIM 5	230 BAGGAGE WAY
BC6	ABIA - BAGGAGE CLAIM 6	255 BAGGAGE WAY
OBB	ABIA - OVERSIZED BAGGAGE CLAIM	202 BAGGAGE WAY
SEID	SECURITY & ID / LOST N FOUND	196 BAGGAGE WAY
CIG	ABIA SECURITY & ID	196 BAGGAGE WAY
HOLD	APD AIRPORT POLICE HOLDING CELL	165 BAGGAGE WAY
RCF	ACE RENTAL CAR - BAGGAGE CLAIM	190 BAGGAGE WAY
RCAD	ADVANTAGE RENTAL CAR - BAGGAGE CLAIM	180 BAGGAGE WAY
RCAL	ALAMO RENTAL CAR - BAGGAGE CLAIM	150 BAGGAGE WAY
RCAV	AVIS RENTAL CAR - BAGGAGE CLAIM	260 BAGGAGE WAY
RCB	BUDGET RENTAL CAR - BAGGAGE CLAIM	160 BAGGAGE WAY
RCD	DOLLAR RENTAL CAR - BAGGAGE CLAIM	270 BAGGAGE WAY
RCE	ENTERPRISE RENTAL CAR - BAGGAGE CLAIM	280 BAGGAGE WAY
RCH	HERTZ RENTAL CAR - BAGGAGE CLAIM	250 BAGGAGE WAY
RCN	SUPER SHUTTLE - BAGGAGE CLAIM	170 BAGGAGE WAY
RCT	THRIFTY RENTAL CAR - BAGGAGE CLAIM	290 BAGGAGE WAY
UL	UPPER LEVEL - AIRPORT	3602 PRESIDENTIAL
AMUL	ABIA - AMERICAN CURBSIDE	3583 PRESIDENTIAL
CUL	ABIA - CONTINENTAL CURBSIDE	3549 PRESIDENTIAL
DUL	ABIA - DELTA CURBSIDE	3604 PRESIDENTIAL

SWUL	ABIA - SOUTHWEST CURBSIDE	3602 PRESIDENTIAL
TICKETS	ALL TICKET COUNTERS	200 PUBLIC WAY
ATC	AMERICAN TICKET COUNTER	125 PUBLIC WAY
DTC	DELTA TICKET COUNTER	275 PUBLIC WAY
FTC	FRONTIER TICKET COUNTER	194 PUBLIC WAY
JTC	JET BLUE TICKET COUNTER	196 PUBLIC WAY
STC	SOUTHWEST TICKET COUNTER	225 PUBLIC WAY
UTC	UNITED TICKET COUNTER	150 PUBLIC WAY
USTC	US AIRWAYS TICKET COUNTER	180 PUBLIC WAY
SCP1	SCREENING CHECKPOINT 1	
SCP2	SCREENING CHECKPOINT 2	
SCP3	SCREENING CHECKPOINT 3	
EC	ABIA EAST CONCESSIONS	247 ABIA WAY
AUNT	ABIA AUNTIE ANNES	260 ABIA WAY
HCNL	ABIA HILLS CAFÉ / NUEVO LEON	240 ABIA WAY
RUTA	ABIA RUTA MAYA	620 ABIA WAY
SAX	ABIA SAXON PUB	620 ABIA WAY
SOA	ABIA STARS OF AUSTIN	170 ABIA WAY
THUN	ABIA THUNDERCLOUD	610 ABIA WAY
WATER	ABIA WATERLOO ICE HOUSE	250 ABIA WAY
WOKN	ABIA WOK & ROLL	230 ABIA WAY
AUSA	ABIA AUSTIN ARTICLE	220 ABIA WAY
AUSJ	ABIAI AUSTIN JAVA - CENTER CONC LVL	201 ABIA WAY
BOOK	ABIA BOOK PEOPLE	170 ABIA WAY
HILL	ABIA HILL COUNTRY BAR / STAGE	200 ABIA WAY
WC	ABIA WEST CONCESSIONS	137 ABIA WAY
CITYL	ABIA AUSTIN CITY LIMITS	1070 ABIA WAY
AIC	ABIA AMYS ICE CREAM	150 ABIA WAY
AJAV	ABIA AUSTIN JAVA BY GATE 14	784 ABIA WAY
DRYG	ABIA BARTON SPRINGS DRY GOODS BOUTIQUE	837 ABIA WAY
CHRON	ABIA CHRONICLE	786 ABIA WAY
EARL	ABIA EARL CAMPBELLS SPORTS BAR	1060 ABIA WAY
KA	ABIA KNOT ANYMORE	110 ABIA WAY
ALONG	ABIA LONGHORN STORE	830 ABIA WAY
LOVEW	ABIA LOVE SHOE SHINE	115 ABIA WAY
MAUD	ABIA MAUDIES	130 ABIA WAY
NEWS	ABIA NEWS AND GIFTS	835 ABIA WAY
SL	ABIA SALT LICK	140 ABIA WAY
SCHL	ABIA SCHLOTZSKY'S	120 ABIA WAY
SIERA	ABIA SIERA NEWS	370 ABIA WAY
LEFTY	LEFTYS BAR & GRILL	990 ABIA WAY
DOA	ABIA ADNIM OFFICES MEZZ LVL	250 MEZZANINE WAY
BGATE	ABIA BOARDING GATES	700 ABIA WAY
EM	ABIA EAST MATRIX - ETD ROOM	360 APRON WAY
WM	ABIA WEST MATRIX - ETD ROOM	130 APRON WAY
TUG	ABIA TUG ALLEY	300 APRON WAY

**AOA**

ARFF1	ARFF	10213 FIREHOUSE RD
AVFAA	ABIA FAA AREA	10165 AIRCRAFT WAY
LCT	ABIA SOUTH TERMINAL	10000 LOGISTICS LN
PP	PLATINUM PARKING - LCT South terminal	9000 LOGISTICS LN
MC	ABIA MAINTENANCE COMPLEX	3601 BERGSTROM DR

MP	ABIA MOTOR POOL - VEHICLA MAINTENANCE	3819 BERGSTROM DR
ATL	ATLANTIC FLIGHT SUPPORT FBO	4309 GENERAL AVIATION
SIGN	SIGNATURE FLIGHT SUPPORT FBO	4321 GENERAL AVIATION
THANG	ABIA T HANGERS	4335 GENERAL AVIATION

**PERIMETERS**

AOA	AOA PERIMETER CHECK	EAST PERIMETER RD
EWP	EAST & WEST PERIMETER	EAST PERIMETER RD
EP	EAST PERIMETER	EAST PERIMETER RD
WP	WEST PERIMETER	3390 SERVICE RD
IP	INNER PERIMETER	EAST PERIMETER RD
OP	OUTER PERIMETER	PRESIDENTIAL BLVD / E SH 71 SRVRD EB
LAND	LANDSIDE PERIMETER	3800 PRESIDENTIAL BLVD

**ADDENDUM TO CITY OF AUSTIN CONTRACT**

**ADDENDUM B**

**CONTACT AND ESCALATION LISTS**

***City of Austin List***

**DATABASE**

Name and Title: Sandra Davis, Administrative Specialist

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Address: 3011 Employee Ave.

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City, State Zip Austin, TX 78719

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Phone (513)530-6326

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**BILLING**

Name and Title: City of Austin Accounts Payable

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Address: 3600 Presidential Blvd.

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City, State Zip Austin, TX 78719

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Phone (512) 530-6649

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**CONTACT INFORMATION FOR ANY ALTERNATES**

Name and Title: Michelle Moheet, IS Manager

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Address: 3011 Employee Ave.

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City, State Zip Austin, TX 78719

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Phone

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## ***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