

BUSINESS Private Switch Agreement

STATE OF TEXAS

COUNTY OF COLLIN

This is an agreement between the **North Central Texas Council of Governments (RPC)**, a political subdivision of the State of Texas established and operated pursuant to Chapter 391 of the Local Government Code as amended, and **Collin County Government**, a private switch provider (PSP), with corporate offices located at 2300 Bloomdale, McKinney Texas 75071.

RECITALS

WHEREAS, both the business service user responsible for the business facilities located at the properties listed on "Addendum A" and the PSP desire to serve the properties listed on "Addendum A" with a private telephone switch; and,

WHEREAS, Collin County Government 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 CSEC and North Central Texas Council of Governments 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 business service user and PSP have entered into an agency agreement whereby Collin County Government agrees to perform the duties imposed on the business service user by Texas Health & Safety Code, Chapter 771 and/or CSEC and RPC requirements related to 9-1-1 service; and,

WHEREAS, both the business service user, under applicable provisions of Texas Health & Safety Code, Chapter 771 and/or CSEC and NCTCOG requirements related to 9-1-1 service, and the Collin County Government, under this agreement, are required to maintain for the properties listed on "Addendum A" the same level of 9-1-1 service that the telephone companies (the Certificated Telecommunications Utilities approved to provide telecommunications services and covered by the rules of the Public Utility Commission of Texas, hereafter called CTU) are providing to other end users in the territory of the RPC; and,

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

WHEREAS, NCTCOG 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 RPC requirements related to 9-1-1 service; and,

WHEREAS, Collin County Government is willing to reimburse NCTCOG for certain expenses incurred by RPC in subscribing to 9-1-1 service;

NOW, THEREFORE, North Central Texas COG and Collin County Government, in consideration of the mutual promises herein contained, do mutually agree as follows:

I. OBLIGATIONS OF NCTCOG

- A. The business user's Calling Party Number (CPN) telephone number may be transmitted via Primary Rate Interface (PRI), which is a term for Integrated Services Digital Network (ISDN T-1 circuit. These circuits are obtained by Collin County Government directly from the CTU. The PBX will route the call to its serving end office over an ISDN PRI trunk.

Therefore, North Central Texas Council of Governments (NCTCOG) will contract with Collin County Government to supply the needed interface with the E9-1-1 Database to provided Enhanced 9-1-1 services.

- B. NCTCOG agrees to incur the CTU's non-recurring charges and monthly rates associated with the provision of 9-1-1 service at PSP's administrative site for the properties listed on "Addendum A", including but not limited to the 9-1-1 PRI trunks and the maintenance of the 9-1-1 database.
- C. So long as Collin County Government sells, leases, installs, or otherwise provides a private telephone switch to the business service user or users covered by this agreement in conformance with the requirements of the Texas Health & Safety Code, Chapter 771, and this agreement, NCTCOG agrees to not pursue its legal remedies as provided hereunder.

II. OBLIGATIONS OF PSP

A. Same level of 9-1-1 service:

1. Collin County Government 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 771. Collin County Government's telephone switch will be connected to the existing PRI trunks which shall meet the technical requirements stated in "Technical Standards, 9-1-1 PRI Trunking and Database Update for Private Switch ALI" or such other comparable requirements provided by RPC (Technical Standards), as these requirements are modified from time to time.
2. Collin County Government agrees that its authorized agent, shall keep current the database associated with the 9-1-1 service. To this end, Collin County Government, or its authorized agent, will supply updates to the database as changes occur by downloading from Collin County Government's computer to the authorized database provider's computer. PSP, or its authorized agent, 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, 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 database provider, Collin County Government 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.**

3. Collin County Government agrees to transmit the database information according to the NENA standard for ALI format.
 4. Collin county Government must cooperate with North Central Texas COG in the development and maintenance of the Master Street Address Guide (MSAG).
- B. Collin County Government shall provide North Central Texas COG a copy of PSP's agency agreement between the business service user and PSP.

III. CHARGES

- A. Collin County Government agrees to reimburse NCTCOG for the charges RPC incurs by contracting with PSP for Private Switch 9-1-1 Service, including charges for the following:
1. 9-1-1 PRI trunks: These costs will be the non-recurring charges and monthly rates stated in the CTU's current charges. Exception: Collin County Government has existing PRI trunks, thus eliminating the incurrence of NRC trunk charges.
 2. Other non-recurring and recurring costs incurred by North Central Texas Council of Governments including but not limited to: certifying that the private switch meets the Technical Standards and 9-1-1 Database Requirements, conducting necessary testing of the service prior to and following cut-over, arranging for necessary 9-1-1 repair service, any charges for database, and collection of a monthly administrative fee not to exceed five (5) percent to cover additional RPC costs.
- B. Collin County Government shall pay these costs within 30 days of billing by NCTCOG. A one-time 2% late payment charge will be assessed if charges are not paid within 30 days of the billing date.
- C. Cancellation of the use of a private switch, in whole or part, by the business service user or Collin County Government prior to the establishment thereof will require payment to RPC of the charges billed by the CTU to NCTCOG for ordering the 9-1-1 service. These charges will include but are not limited to the cost of engineering, manufacturer's billings resulting from equipment order, installation, assembly, labor,

cost of removal, and any other cost incurred by the CTU up to the time of cancellation, but not to exceed the total non-recurring charges. NCTCOG shall not require Collin County Government to pay an initial deposit prior to RPC's placing an order with the CTU. The amount of the initial deposit due hereunder is \$0.00. The amount of the initial deposit, where applicable, will be applied to the first month's billing if no cancellation occurs. The deposit shall be paid upon execution of this agreement and is not refundable under any circumstances.

IV. TERM

The term of this agreement shall be from year to year beginning on the date of execution and shall be automatically renewed annually unless terminated earlier as herein provided.

V. DEFAULT

- A. Conditions of default. Collin County Government 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 NCTCOG.
- B. Notice of default. Upon the determination by NCTCOG that a condition of default exists, RPC shall notify Collin County Government of the type and nature of the condition by written notice given to PSP by registered or certified United States mail, postage prepaid, return receipt requested, or hand delivered by courier, to the following address. Any such notice delivered by United States Postal Service certified mail or by courier service shall be conclusively deemed to have been served upon and received by PSP on the date of delivery as shown on Return Receipt for Certified Mail (PS Form 3811) or the courier service receipt.

Collin County Government
2300 Bloomdale
McKinney, TX 75071
Attn: Purchasing Department

- C. Cure. Collin County Government shall have ten working days from the receipt of the notice of default to notify NCTCOG of PSP's exact plan to cure the default. The Plan proposed by Collin County Government must include the length of time required for the cure. If PSP's proposed cure is approved by NCTCOG, PSP shall begin to implement the plan immediately. If PSP's proposed cure is not approved by NCTCOG, Collin County Government shall have five working days to modify the plan according to the concerns specified by NCTCOG.

Remedies. Should Collin County Government not act promptly to devise a plan acceptable to NCTCOG to cure the default or be unable to cure the default within

the time specified, NCTCOG reserves the right to pursue all legal remedies, including but not limited to the following:

1. Termination of this agreement, with notice to the Attorney General of the State of Texas that Collin County Government is doing business in Texas without complying with State laws.
2. Seek a restraining order to enjoin the use of the 9-1-1 telephone switch, with notice to the facilities.

VI. TERMINATION

As long as Collin County Government provides telephone service through stations served by a private telephone switch, PSP is required to comply with Texas law and/or CSEC and North Central Texas Council of Governments requirements regarding 9-1-1 service. Should the business service user or PSP choose to discontinue the use of a private telephone switch, Collin County Government shall give NCTCOG 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 NCTCOG 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 RPC by PSP if such amounts are due and unpaid on the date of discontinuance of the private telephone switch.

VII. INSURANCE

Collin County Government covenants and agrees that it will, at all times during the term of this agreement and at its expense, maintain and carry a comprehensive general liability insurance policy covering the private telephone switches with coverage in the amount of not less than One Hundred Thousand Dollars (\$100,000.00) for injuries or death to any one person; not less than Three Hundred Thousand Dollars (\$300,000.00) for injuries or death to more than one person; and not less than One Hundred Thousand Dollars (\$100,000.00) for any injury to or destruction of property in any one accident or occurrence; or in the amounts of RPC's maximum limitations of liability under the Texas Tort Claims Act of Vernon's Texas Civil Statutes, as amended, whichever is greater. Said policy shall name both PSP and RPC as the insured. PSP shall remit, annually, a current certificate of insurance coverage to RPC.

VIII. NOTICES

Any notice required or permitted to be given by RPC to PSP under this agreement shall be mailed to PSP certified or registered U. S. Mail, postage prepaid, return receipt requested to the following address:

Collin County Government
2300 Bloomdale
McKinney, TX 75071
Attn: Purchasing Department

Any notice required or permitted to be given by the PSP to RPC under this agreement shall be mailed by certified or registered U. S. Mail, postage prepaid, return receipt requested or delivered to the following address:

North Central Texas Council of Governments
616 Six Flags Drive, Suite 200
P.O Box 5888
Arlington, TX 76005

IX. SUCCESSORS AND ASSIGNS

RPC and PSP bind themselves and their successors, executors, administrators, and assigns to the other party in respect to all covenants of this Agreement. Neither RPC nor PSP shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other. Any appointment by PSP of an agent to perform any of the duties specified in this Agreement must have the prior written approval of RPC. Nothing herein shall be construed as creating any liability on the part of any officer or agent of any public body which may be a party hereto.

X. MODIFICATIONS

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

XI. APPLICABLE LAW

This Agreement shall be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of this Agreement shall be in Tarrant County, Texas.

EXECUTED this 13th day of July, 2010.



By: Mike Eastland
Title: Executive Director

Collin County Government



By:
Title:

ADDENDUM A

NAME OF PRIVATE SWITCH PROVIDER: COLLIN COUNTY GOVERNMENT

PROPERTY NAME/ADDRESS:

**Collin County Government
7117 County Road 166
Collin County, Texas**

**Collin County Government
6101 Frisco Square Blvd.
Ste. 200
Frisco, Texas**

**Collin County Government
8585 John Wesley Drive
Frisco, Texas**

**Collin County Government
8785 McKinney Road
Frisco, TX**

**Collin County Government
2100 Bloomdale Road
McKinney, TX**

**Collin County Government
2300 Bloomdale Road
McKinney, TX**

**Collin County Government
4300 Community Ave.
McKinney, TX**

**Collin County Government
4600 Community Ave.
McKinney, TX**

**Collin County Government
4690 Community Ave.
McKinney, TX
Collin County Government**

**4700 Community Ave.
McKinney, TX**

**Collin County Government
4750 Community Ave.
McKinney, TX**

**Collin County Government
4800 Community Ave.
McKinney, TX**

**Collin County Government
1800 N. Graves Street
McKinney, TX**

**Collin County Government (Healthcare)
825 N. McDonald St
McKinney, Texas 75069**

**Collin County Government
2010 Redbud Blvd
Ste. 102
McKinney, TX**

**Collin County Government (Service Center)
700A W. Wilmeth Road
McKinney, Texas 75069**

**Collin County Government (Medical Examiner)
700B Wilmeth Road
McKinney, Texas 75069**

**Collin County Government
900 E Park Blvd.
Plano, TX**

**Collin County Government
920 E Park Blvd**