

AGENDA ITEM 21**Discuss and take appropriate action on jail/courthouse annex expansion.**

Ed Lee addressed the Court. **Commissioner Boatright** raised the question about the public-use status of the facility because an official of the City of Georgetown has asked. **Judge Doerfler** expressed his opinion that the garage should be restricted from 8:00 A.M. until 5:00 P.M., but that after 5:00 P.M. and on weekends it would not need to be restricted. He further said that the Court set policy, not him personally. The Court expressed a general consensus to his opinions. Mr. Lee explained that the garage has been prepared with conduits and that a plan exists to purchase and install access gates. The members of the Court noted that such a move would not be necessary at this time. **Commissioner Limmer** said that at present the garage is not filling up to capacity. During further discussion it was mentioned that a proposed development near the facility has advertised free parking in the County garage, and the Court agreed this was not its intended purpose. The City of Georgetown has also advertised it as a public parking facility, and in response to this, **Commissioner Boatright** stated the City would have to ask the Commissioners' Court to designate it as such. **Judge Doerfler** stated that it should be restricted to County employees and customers of the Courthouse when parking becomes a problem. The Court agreed. Mr. Lee stated that there will be much more demand for parking in the garage when the courthouse addition opens [summer of 2004]. **Commissioner Boatright** said that eventually EMS will need to be moved, which will leave more room for surface parking. Mr. Lee reminded the Court that two more levels can be added to the top of the garage if space becomes a problem [100 parking spots per deck] which would bring the number of spaces to nearly 700.

AGENDA ITEM 22**Discuss and take appropriate action on CAPCO Private Switch Agreement and Intrado PS/ALI Letter of Agency for e-911 services.**

Jay Schade addressed the Court.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve CAPCO Private Switch Agreement and Intrado PS/ALI Letter of Agency for e-911 services.

Vote: **5 - 0**

< Attachment >

Texas PS/ALI Letter of Agency

March 23, 2004

Intrado, Inc.
Vice President, Direct Business Unit
1601 Dry Creek Dr.
Longmont, Colorado 80503

RE: Letter of Agency

To Whom It May Concern:

This Letter of Agency (LOA) executed by private switch provider Williamson County ("PSP"), with its principal offices located at 710 Main St., Georgetown, Texas 78626, authorizes Intrado, Inc. to act on PSP's behalf according to the following instructions:

1. Intrado has agreed to provide certain Private Switch 9-1-1 database management services ("Services") for the benefit of PSP pursuant to a separate agreement between Intrado and Capital Area Planning Council. In order for Intrado, Inc. to perform such Services, PSP grants to Intrado the authority to assert all of PSP's rights related to requesting services-related information, including but not limited to DID range information. Intrado is therefore authorized to procure, receive and collect all relevant data from the party possessing same, including but not limited to the appropriate Incumbent Local Exchange Carrier(s) (ILEC) or other Host 9-1-1 provider(s) and/or Public Safety Answering Points (PSAPs). PSP is not responsible for any costs associated with procurement of such data.
2. Any proprietary or confidential data acquired hereunder will be used solely for the purpose of providing the Services and will be protected from unauthorized use or disclosure.
3. The undersigned represents that s/he has actual authority on behalf of PSP to authorize this agency relationship. This authorization shall remain in full force and effect until written notice of revocation is executed by PSP and delivered to Intrado or until such time as Intrado shall cease to provide Services to PSP.

WILLIAMSON COUNTY:

John C. Deertler
Signature

John C. Deertler
Name

County Judge
Title

3-30-04
Date

CAPITAL AREA PLANNING COUNCIL**BUSINESS Private Switch Agreement****STATE OF TEXAS****COUNTY OF**

This is an agreement between the Capital Area Planning Council (CAPCO), a political subdivision of the State of Texas established and operated pursuant to Chapter 391 of the Local Government Code as amended, and Williamson County, a private switch provider (PSP), with corporate offices located at 710 Main St., Georgetown, Texas 78626.

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, PSP 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 CAPCO 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 PSP agrees to perform the duties imposed on the business service user by Texas Health & Safety Code, Chapter 771 and/or CSEC and CAPCO 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 CAPCO requirements related to 9-1-1 service, and the PSP, 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 CAPCO; and,

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

WHEREAS, CAPCO 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 CAPCO requirements related to 9-1-1 service; and,

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

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

I. OBLIGATIONS OF CAPCO

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) T1 circuit. These circuits are obtained by the PSP directly from the CTU. The PBX will route the call to it's serving end office over an ISDN PRI trunk.

Therefore, CAPCO will contract with the PSP to supply the needed interface with the E9-1-1 Database to provide enhanced 9-1-1 service.

- A. So long as PSP 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, CAPCO agrees to not pursue its legal remedies as provided hereunder.

II. OBLIGATIONS OF PSP USING PRI TRUNKS

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

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 the Texas Health & Safety Code, 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 PBX. 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 PSP, or its authorized agent, shall keep current the database associated with the 9-1-1 service. To this end, PSP, or its authorized agent, will supply updates to the database as changes occur by downloading from PSP'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, 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 CAPCO in the development and maintenance of the Master Street Address Guide (MSAG).
- B. PSP shall provide CAPCO a copy of PSP's agency agreement between the business service user and PSP.

III. CHARGES

- A. PSP agrees to reimburse CAPCO for the charges CAPCO incurs by contracting with PSP for Private Switch 9-1-1 Service, including charges for the following:
1. 9-1-1 Database charges: The customer will be charged a \$500 non-recurring fee (NRC), \$6,240 load fee for up to 2600 telephone numbers (TNs) and \$2.40/per TN over and/or to expand the number of DIDs in the database after the initial load. Monthly recurring database costs of \$.042 per record as billed to CAPCO from Intrado to be passed on to PSP for remittance to CAPCO within 30 days of receipt of invoice.
 2. Other non-recurring and recurring costs incurred by CAPCO 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 CAPCO costs.
- B. PSP shall pay these costs within 30 days of billing by CAPCO.

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. 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 CAPCO.

- B. Notice of default. Upon the determination by CAPCO that a condition of default exists, CAPCO shall notify PSP 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.

(Name and Address of PSP)

ITS Director
405 MLK, Suite 308
Georgetown, TX

- C. Cure. PSP shall have ten working days from the receipt of the notice of default to notify CAPCO of PSP's exact plan to cure the default. The Plan proposed by PSP must include the length of time required for the cure. If PSP's proposed cure is approved by CAPCO, PSP shall begin to implement the plan immediately. If PSP's proposed cure is not approved by CAPCO, PSP shall have five working days to modify the plan according to the concerns specified by RPC.
- D. Remedies. Should PSP not act promptly to devise a plan acceptable to CAPCO to cure the default or be unable to cure the default within the time specified, CAPCO 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 PSP 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 PSP provides telephone service through stations served by a private telephone switch, PSP is required to comply with Texas law and/or CSEC and CAPCO 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 CAPCO 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 CAPCO 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 CAPCO by PSP if