

0081

RESOLUTION NO. 29-86

A RESOLUTION OF THE CITY OF MESQUITE, TEXAS,
AUTHORIZING THE CITY MANAGER TO ENTER INTO
A CONTRACT WITH SOUTHWESTERN BELL TELEPHONE
COMPANY FOR ENHANCED UNIVERSAL EMERGENCY
NUMBER SERVICE (E9-1-1) AND DECLARING AN
EFFECTIVE DATE.

WHEREAS, availability of Enhanced Universal Emergency Number
Service (E9-1-1) will afford a vitally needed service to the
inhabitants of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
MESQUITE, TEXAS:

SECTION 1. That the City Manager is hereby authorized to execute
the attached agreement and application for Enhanced Universal
Emergency Number Service (E9-1-1).

SECTION 2. That this resolution take effect immediately from and
after its passage as the law in such cases provides.

DULY RESOLVED by the City Council of the City of Mesquite, Texas,
on this 18th day of August, A.D., 1986.


Mrs. Brunhilde Nystrom
Mayor

ATTEST:


Lynn Prugel
City Secretary

00265

SERVICE APPLICATION FOR
ENHANCED UNIVERSAL EMERGENCY
NUMBER SERVICE (E 9-1-1)

SOUTHWESTERN BELL TELEPHONE COMPANY (hereinafter "Company") and the
City of Mesquite (hereinafter "Customer") hereby agree as follows:

1. The Customer hereby applies for Enhanced Universal Emergency Number Service (E 9-1-1) (hereinafter "The Service") under the Company's applicable tariffs, and agrees to the terms, conditions and rules under which The Service is offered, including payment of the charges set forth therein for The Service.
2. The Customer agrees that minimum participation in The Service shall include all police and fire agencies of the Customer and those police and fire agencies which provide police and/or fire service to residents within the municipal boundaries of the Customer.
3. The Company agrees to furnish the Customer The Service in accordance with its applicable tariffs.

00266

4. For purposes of this Service Application, the term "The Service" includes every Exchange Access Arrangement served out of any end office which end office serves any Exchange Access Arrangement located within the municipal boundaries of the Customer and which end office is also located in the Company's franchised territory, as defined by the Public Utility Commission of the State of Texas.

5. Subject to Paragraphs 9 and 10 hereof, Customer and Company agree that The Service will be established concurrently with the Enhanced Universal Emergency Number Service (E 9-1-1) ordered by the City of Dallas, which date shall be referred to hereinafter as the "Concurrent Service Establishment Date". Customer acknowledges that the Concurrent Service Establishment Date may be delayed or postponed pursuant to the terms of the Service Application and Agreement for Enhanced Universal Emergency Number Service (E 9-1-1) executed by the City of Dallas, and Customer hereby agrees that Customer shall have no recourse against Company for any such delay or postponement. Company will advise Customer of any delay or postponement in the Concurrent Service Establishment Date which occurs in connection with the Service Application and Agreement for Enhanced Universal Emergency Number Service (E 9-1-1) executed by the City of Dallas. Installation charges for The Service shall accrue in full on the Concurrent Service Establishment Date and monthly recurring charges for The Service shall begin to accrue on the Concurrent Service Establishment Date.

CC267

6. (a) The current tariff rates for E 9-1-1 service are as follows and stated per unit unless otherwise noted:

	<u>Monthly Recurring Rate</u>	<u>Instal- lation Charge</u>
Network Trunking/Switching Data Management System and Service Features: ANI/ALI/SR (prices stated are per 1000 Exchange Access Arrangements served)	\$106.95	\$ 2,394.80
PSAP EQUIPMENT AND ADDITIONAL SERVICE LINES		
ANI Master Controller	\$219.15	\$ 7,654.05
ANI Auxiliary Controller	\$ 59.75	\$ 1,913.50
Trunk Equipment	\$ 16.80	\$ 587.15
Display & Transfer Unit	\$ 14.70	\$ 492.80
ALI Master Controller	\$382.70	\$10,002.70
ALI Auxiliary Controller	\$ 36.70	\$ 990.85
Commercial Power Conversion Unit	\$ 36.70	\$ 1,148.10
Additional Service Lines	\$ 70.25	\$ 178.25

It is understood by the Customer that the charges quoted above are the rates currently contained in the Company's tariffs and that such charges are regulated by the Public Utility Commission of Texas and are subject to change.

- (b) Company and Customer estimate that as of the Concurrent Service Establishment Date, there will be 42,000 Exchange Access Arrangements operating in all end offices serving any geographic area which is located both within the Company's

franchised territory (as defined by the Public Utility Commission of the State of Texas) and the municipal boundaries of the Customer. This estimate of Exchange Access Arrangements does not include any telephone subscribers located within any other telephone company's franchised territory.

- (c) The Customer has informed Company that it desires one Public Safety Answering Point (hereinafter "PSAP") to be associated with The Service to perform the functions, to contain the number of answering positions and to be located at the site specified on Exhibit A. Based upon the information specified in Exhibit A, Company has designed the PSAP to contain the Company-provided equipment specified on Exhibit B hereto. Should Customer change any of the information specified on Exhibit A hereto causing any change in the PSAP equipment specified in Exhibit B hereto (including any change requested by Customer to accommodate the function(s) of any equipment chosen by Customer which is not provided by Company), or should Customer change the site of the PSAP, then the charges stated in Paragraph 5 (d), below, may change.

- (d) Based upon all of the following: the current tariff rates set forth in Paragraph 5 (a), above, the estimate of Exchange Access Arrangements set forth in Paragraph 5 (b), above, the

00269

location of the PSAP stated in Exhibit A hereto, and the amount of Company-provided equipment specified on Exhibit B hereto, the estimated charges at the Concurrent Service Establishment Date for The Service will be as follows:

Network Trunking/Switching
Data Management System and
Service Features: ANI/ALI/SR

Monthly Recurring Charges: \$ 4,491.90

Installation Charges: \$100,581.60

PLUS

PSAP Equipment Associated
with one PSAP as specified on
Exhibit B hereto

Monthly Recurring Charges: \$ 759.20

Installation Charges: \$ 22,783.90

7. The Service is subject at all times to the then-existing tariffs of the Company, and the rules and regulations promulgated, issued and/or approved by the Public Utility Commission of Texas. Should any conflict arise between the terms of this Service Application and the Company's tariffs, the Company's then-existing tariffs shall prevail.

8. The Service shall be installed and tested prior to the Concurrent Service Establishment Date. Installation and testing of The Service shall be deemed to have been accomplished when one or more test calls from each end office included within The Service are completed by delivering the call(s) to the Customer's PSAP (in accordance with the routing criteria mutually agreed upon by the parties). Due to the nature of the Company's end offices, a demonstration that the Company has delivered one test call from an end office to the Customer's PSAP (in accordance with the routing criteria mutually agreed upon by the parties) means that the Company is capable of delivering emergency service traffic to the Customer's PSAP (in accordance with the routing criteria mutually agreed upon by the parties) from any Exchange Access Arrangement served by that end office subsequent to the receipt at the Company's end office of an intelligible 9-1-1 Service request.

9. Company and Customer hereby agree that each will fully cooperate with the other to perform all necessary acts in order to facilitate the provision of The Service on the Concurrent Service Establishment Date. Each party hereto further agrees that performance of each of the acts listed below as of the date specified in items (a) through (n) inclusive, is essential to the provision of The Service on the Concurrent Service Establishment Date:

CC271

- (a) Customer shall provide historic calling volume data for calls placed to Customer's existing emergency number(s) to Company five hundred fifty (550) days prior to the Concurrent Service Establishment Date. On this same date, Customer shall also provide Company with Customer's projected growth of emergency service calling volumes for the period from the date of execution of this Service Application through the second anniversary of the Concurrent Service Establishment Date.
- (b) Company shall provide the space, structure, power, and environmental specifications for the Company-provided PSAP equipment listed on Exhibit B to Customer five hundred fifty (550) days prior to the Concurrent Service Establishment Date.
- (c) Company shall provide an initial master street address guide (hereinafter the "MSAG") to Customer four hundred eighty (480) days prior to the Concurrent Service Establishment Date.
- (d) Customer and Company shall mutually agree and both parties shall indicate their approval by signing the Customer's architect's blue prints for the equipment room(s) in which the ANI and ALI Master and Auxiliary Controllers will be

00272

located (in accordance with the specifications provided in item (b), above), four hundred twenty (420) days prior to the Concurrent Service Establishment Date.

(e) Customer shall verify and/or correct the initial MSAG so as to reflect every street address range within The Service area in the MSAG and annotate the MSAG with the police, fire, ambulance and any other agency responsible for providing emergency service to each street address range. Customer shall return the verified, corrected and annotated MSAG to Company three hundred sixty (360) days prior to the Concurrent Service Establishment Date.

(f) Company shall provide the MSAG Ledger (output from the Data Management System of the information produced as a result of item (e), above) to Customer two hundred forty (240) days prior to the Concurrent Service Establishment Date.

(g) Customer shall have prepared the equipment room(s) and PSAP spaces, in accordance with the specifications provided in item (b), above, for installation of the Company-provided PSAP equipment listed on Exhibit B two hundred fifty (250) days prior to the Concurrent Service Establishment Date.

00273

- (h) Customer shall provide Company with access to any space to which Company needs access in order to install The Service at any time during the period from two hundred twenty-six (226) to one hundred twenty (120) days prior to the Concurrent Service Establishment Date, during the testing period specified in item (m), below, and thereafter as required.
- (i) Customer shall verify and/or correct the MSAG Ledger and return the signed original MSAG Ledger to Company indicating Customer's approval of the contents of the MSAG Ledger, as corrected, one hundred eighty (180) days prior to the Concurrent Service Establishment Date.
- (j) Once the corrected and signed MSAG Ledger has been returned to Company, Company will load any additions, changes and/or corrections noted therein into the Data Management System prior to the Concurrent Service Establishment Date.
- (k) Once the corrected and signed MSAG Ledger has been returned to Company, Customer shall advise Company immediately of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance and any other appropriate agencies'

jurisdiction over any address, annexations or other changes in municipal and county boundaries, incorporation of new cities or any other matter which may affect the routing of emergency service traffic to the proper PSAP.

- (l) Any changes to the MSAG Ledger provided to Company by Customer in accordance with item (k), above, more than seven (7) days prior to the Concurrent Service Establishment Date shall be loaded into the Data Management System by Company on or before the Concurrent Service Establishment Date.
- (m) Customer shall have installed any and all PSAP equipment which is not provided by Company and make such equipment available for use in connection with testing, analysis and evaluation of The Service one hundred twenty (120) days prior to the Concurrent Service Establishment Date.
- (n) At any time prior to the Concurrent Service Establishment Date, either party hereto may request that a meeting be held between the parties' appropriate representatives to discuss any matter pertaining to The Service. Any such requested meeting shall be held between the parties' appropriate representatives within a reasonable time following such request.

00275

Should either party discover that the other party's failure to meet any of the requirements set forth in items (a) through (n), inclusive, above, as of the time specified therein will cause the discovering party to be unable to meet the Concurrent Service Establishment Date, such failure shall excuse the discovering party from meeting the Concurrent Service Establishment Date. The discovering party shall immediately call a meeting in accordance with item (n), above, for the purpose of determining and mutually agreeing upon a revised date for installation and establishment of The Service for the Customer, which may not occur concurrently with that of the Enhanced Universal Emergency Number Service (E 9-1-1) ordered by the City of Dallas. Each party hereto agrees that it will not assert any claim of liability against the other party for any delay which is excused by this Paragraph 9 or Paragraphs 5 or 10 hereof if The Service is not established on the Concurrent Service Establishment Date; provided, however, nothing contained in this Service Application shall be construed as a waiver of or limitation upon Company's right to recover the charges specified in Paragraph 2.26 of Section 34 of Company's General Exchange Tariff in the event of cancellation of The Service, in whole or in part, by Customer prior to the establishment thereof.

10. Neither party shall be held responsible for any delay or failure in performance of any part of the work to be performed pursuant to this Service Application to the extent that such delay or failure is

caused by fire, flood, explosion, war, strike, embargo, federal or state government requirement, civil or military authorities, Acts of God or by the public enemy, acts or omissions of carriers or other causes beyond the control of Customer or Company. If any such force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party. If any party is delayed or unable to perform due to the occurrence of such force majeure condition, performance under this Service Application shall automatically be suspended for the duration of the force majeure condition, and shall be resumed once the force majeure condition ceases.

11. If any article, paragraph, clause or provision, or any portion thereof, of this Service Application is determined invalid or unenforceable, either judicially or administratively, such judgment shall not affect, impair or invalidate the remaining articles, paragraphs, clauses or provisions hereof, the intention being that the various articles, paragraphs, clauses or provisions hereof are severable.
12. All communications and notices required by or relating to this Service Application shall be deemed to have been made upon receipt by the addressee. All communications and notices required by or relating to this Service Application shall be addressed to the respective parties as follows:

00277

If to the Customer:

Attention: _____

and, if to the Company:

Southwestern Bell Telephone Company
One Bell Plaza, Room 3511
Dallas, Texas 75202
Attention: Dallas Area E 9-1-1 Coordinator

The above addresses may be changed at any time by giving ten (10) days prior written notice either by hand delivery or by certified mail, return receipt requested.

13. The Customer warrants to the Company that the person executing this Service Application on its behalf is duly authorized to execute this Service Application; that the execution of this Service Application is not proscribed by the Charter or ordinances of the Customer, and that all necessary action has been taken by the Customer's City Council to authorize the execution of this Service Application.

14. This Service Application for Enhanced Universal Emergency Number Service (E 9-1-1) consists of 16 pages, including Exhibits A and B hereto.

00278

15. This Service Application sets forth the entire understanding of the parties and supercedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by either party which is not embodied herein.

EXECUTED in quadruplicate numbered originals as of the date(s) set forth below the parties respective signatures.

APPROVED:

By: _____
City Attorney

CITY OF _____ MESQUITE _____

By: _____
C. K. Duggins

Title: _____
City Manager

Date: _____

SOUTHWESTERN BELL TELEPHONE COMPANY

By: _____

Title: _____

Date: _____

00279

EXHIBIT A

TO

SERVICE APPLICATION FOR
ENHANCED UNIVERSAL EMERGENCY
NUMBER SERVICE (E9-1-1)

Customer Name: City of Mesquite

Public Safety Agencies

Included: Police, Fire and Emergency Medical (EMS)

Features Required: Selective Routing (SR)

Automatic Number Identification (ANI)

Automatic Location Identification (ALI)

Commercial Power Conversion Unit (ANI only)

Customer's Backup Power Source is: on-site
diesel generator and storage batteries.

In the event of commercial power failure,
backup source assumes load within ***
minutes.

*Manually started at Police Department discretion.

**The Commercial Power Conversion Unit will maintain the ANI

Number of PSAP's Required: One (1) display for a period of
approximately 11 minutes.

Number of Positions Required: Three (3)

PSAP Address: 711 N. Galloway
Mesquite, TX 75149

Exchange Access Line

Growth Forecast: 42,000 as of 4-88 (less than 5% Growth)

Signed by: _____

Title: _____

Date: _____

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EXHIBIT B
TO
SERVICE APPLICATION FOR
ENHANCED UNIVERSAL EMERGENCY
NUMBER SERVICE (E9-1-1)

As of the date of execution of the Service Application, and based upon the information specified in Exhibit A hereto, which was provided to Company by Customer, Company has configured one (1) PSAP to be located at 711 N. Galloway, public safety dispatch, designed to contain the Company-provided equipment listed below:

<u>Quantity</u>	<u>Description</u>	<u>Extended Monthly Recurring Charge</u>	<u>Extended Installation Charge</u>
1	ANI Master Controller	\$219.15	\$ 7,654.05
1	ANI Auxiliary Controller	59.75	1,913.50
1	ALI Master Controller	382.70	10,002.70
1	Trunk Equipment	16.80	587.15
3	Display/Transfer Units	44.10	1,478.40
1	Power Conversion Unit	<u>36.70</u>	<u>1,148.10</u>
	Totals	\$759.20	\$22,783.90

00281

E911 TERMINAL EQUIPMENT

<u>DESCRIPTION</u>	<u>MONTHLY RATE</u>	<u>ONE TIME CHARGE</u>
Key Line Equipment, per line	\$ 5.55	\$ 410.00
6 Button Touch Tone Set	4.60	540.00
10 Button Touch Tone Set	4.80	660.00
Speakerphone	7.75	870.00
Common Bell	2.40	170.00
Cutoff Key	1.30	55.00
Lightweight Headset	4.75	230.00
Headset Jack, per set equipped	.45	231.50
30 Position Service Observing	15.75	2,020.00
5310 RO Teleprinter	16.75	1,710.00
Dial Intercom (19 sta. capacity)	2.70	340.00
CRT Display Terminal	68.15	1,247.70
CRT Wiring	1.05	83.90

** NOTES **

These prices are subject to approval of the Texas Public Utilities Commission.
Time and material charges for premises wiring also applies.