

# **“RESALE” 9-1-1 EMERGENCY SERVICE AGREEMENT**

This 9-1-1 Emergency Service Agreement (“Agreement”) establishes the rates, terms, and conditions for 9-1-1 emergency service interconnection by \_\_\_\_\_ (“Company”) with the Galveston County Emergency Communication District (“9-1-1 Entity”) (collectively “Parties”).

WHEREAS, the Texas Legislature and the United States Congress have authorized the provision of telecommunications service in the local marketplace by service suppliers other than the holders of certificates of convenience and necessity (“CCN”); and,

WHEREAS a CCN holder is the incumbent local exchange company that holds a certificate of convenience and necessity granted by the Public Utility Commission of Texas (“PUC”) on September 1, 1995, for each service area(s) within the territory of the 9-1-1 Entity; and,

WHEREAS, Company is a holder of a service provider certificate of operating authority that has received certificate number \_\_\_\_\_ from the PUC and, therefore, a service supplier and a service provider of local telecommunications service (“service supplier”) pursuant to Chapter 771 or Chapter 772 of the Texas Health and Safety Code, §§ 771.001 *et seq.*, 772.001 *et seq.*, or other applicable law pertaining to home rule cities (collectively “the Applicable Laws”), as amended, that must provide 9-1-1 emergency service to that portion of the Company’s service area located within the territory of the 9-1-1 Entity; and,

WHEREAS, the 9-1-1 Entity is a political subdivision of the State of Texas established pursuant to the Applicable Laws and must interconnect service suppliers into the 9-1-1 emergency service area served by the 9-1-1 Entity; and,

WHEREAS, this 9-1-1 emergency service interconnection must protect, maintain, and further the high quality, standards-based 9-1-1 emergency service and not inappropriately and unreasonably increase the costs of 9-1-1 emergency service to the 9 -1-1 Entity;

NOW, THEREFORE, in consideration of the listed mutual promises and benefits, the Parties agree as follows:

1. Company must comply with all provisions of the Applicable Laws and any requirements implementing or interpreting the Applicable Laws promulgated by the 9-1-1 Entity pursuant to the authority vested in the 9-1-1 Entity.

2. Company shall bill, collect, and remit the appropriate 9-1-1 emergency service fee to the 9-1-1 Entity, as provided in the Applicable Laws and reflected in Attachment No. 1:

As noted below, if the amount collected monthly by Company is

- a. less than \$1,000, Company shall remit the appropriate fees quarterly, on the last day of March, June, September, and December; or
- b. greater than \$1,000, Company shall remit the appropriate fees monthly, no later than the last day of the month payment is due.

The initial payment due, whether quarterly or monthly, is due no later than the 60th day after the last day of the calendar quarter or month, whichever is applicable, in which the fees were collected. Remittances shall be made by direct deposit to the 9-1-1 Entity's bank or by check, the procedure to be designated by mutual agreement of the Parties. A report shall be sent by U.S. mail by Company or Company's designated agent, to Executive Director, Galveston County Emergency Communication District, 1353 FM 646 West, Suite 101 Dickinson, TX 77539. That report, to be made quarterly, shall state the number of subscriber lines, designating the number of both residential and business lines, for which fees have been collected and are being transmitted. At all times Company shall be responsible for the accuracy of the report. From time to time, the governing body of the 9-1-1 Entity may change the 9-1-1 emergency service fee. Such changes shall be communicated to Company for changes in Company's collection and remittance of 9-1-1 emergency service fee, according to the provisions of the Applicable Laws. The 9-1-1 Entity shall notify Company of any change Company must make in Company's collection and remittance of 9-1-1 emergency service fee with sufficient advance time, but not to exceed 91 days before the date the change takes effect, to permit Company's billing system to comply timely with the change. Furthermore, also pursuant to the Applicable Laws, Company may retain an administrative fee equal to one percent (1%) of the fees Company collects.

3. This service agreement shall be in full force and effect so long as Company's status is strictly that of a reseller and the Company does not use any of its own facilities. Company shall inform the 9-1-1 Entity of any changes or expansion of its service, or in the use of its own facilities, in its calling area or service territory 60 days in advance of such change or expansion.

4. All notices required by or relating to this Agreement shall be deemed to have been made upon receipt and confirmation via facsimile mail and by deposit of the original facsimile mail in the U.S. mail. All notices required by or relating to this Agreement shall be addressed to the respective Parties as follows:

Business Number: 409/935-3911  
Facsimile Number: 281/534-8437

Business Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_

Galveston County Emergency  
Communication District  
1353 FM 646 West, Suite 101  
Dickinson, TX 77539

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: Executive Director

Attention: \_\_\_\_\_

5. The Company and the 9-1-1 Entity will provide and periodically update a contact list. The contact list is found in Attachment No. 2.

6. The 9-1-1 Entity shall not impose, or fail to impose, on Company any requirement, service, feature, standard, or rate that is not required of the incumbent local exchange company CCN holder.

7. This Agreement, together with all attachments, sets forth the entire understanding of the Parties. No representation, promise, or statement of intention has been made by either Party which is not embodied herein.

GALVESTON COUNTY EMERGENCY  
COMMUNICATION DISTRICT

COMPANY NAME:  
\_\_\_\_\_

\_\_\_\_\_  
Tommy Anderson, Board Chair

\_\_\_\_\_  
Bobby Wright  
Executive Director

\_\_\_\_\_  
Company Representative  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Shiela Hunt  
Administrative Manager

Date: \_\_\_\_\_

**Attachment No. 1**

**9-1-1 Fee to Be Billed By Company**  
**For Galveston County Emergency**  
**Communication District**

**FEE AMOUNTS:**

**The 911 Emergency Service Fee shall be charged pursuant to Chapter 771 or Chapter 772 of the Texas Health and Safety Code, §§ 771.071 *et seq.*, 772.114, 772.214, 772.314 and 772.403 or other applicable law pertaining to home rule cities, as amended, and the fee is:**

Residential: \$ 0.62 flat fee

- fee applied per line

Business:

Line \$ 1.44 flat fee

Trunk \$ 2.10 flat fee

Section 771, single fee applied per access line or equivalent local exchange access line as defined by the Advisory Commission on State Emergency Communications

Section 772, fee applied per entity, per location, to a maximum of 100 lines

**REMITTANCE TO 9-1-1 ENTITY:**

Payable to: Galveston County Emergency  
Communication District

Send to: Galveston County Emergency  
Communication District  
1353 FM 646 West, Suite 101  
Dickinson, TX 77539



**GALVESTON COUNTY EMERGENCY COMMUNICATION DISTRICT**

**9-1-1 SERVICE FEE TRANSMITTAL FORM**

Transmittal report of 9-1-1 service fees billed by:

\_\_\_\_\_ in the month of \_\_\_\_\_, 20\_\_.

**Company Name**

The 9-1-1 service fee was assessed on:

\_\_\_\_\_ residential lines at \$.62 per line = \$ \_\_\_\_\_

\_\_\_\_\_ business lines at \$1.44 per line = \$ \_\_\_\_\_

\_\_\_\_\_ business trunks at \$2.10 per trunk = \$ \_\_\_\_\_

Fee transmittal: Total amount billed \$ \_\_\_\_\_

Less 1 % administrative fee \$ \_\_\_\_\_

Net fees transmitted \$ \_\_\_\_\_

Transmittal Date \_\_\_\_\_

Check or Elec. Fund Trnsf. No. \_\_\_\_\_

**SWORN CERTIFICATION**

On oath the undersigned certifies that the information on this transmittal form and attachments, if any, are true, correct, and complete in every respect. Furthermore, the undersigned understands that this information is subject to audit at the order of the District.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name (printed or typed)**

\_\_\_\_\_  
**Title (printed or typed)**

**MAIL WITH REMITTANCE CHECK TO:**

Galveston County Emergency Communication District  
1353 FM 646 West, Suite 101  
Dickinson, TX 77539