

**SERVICE APPLICATION AND AGREEMENT
(Resale)**

_____ (hereinafter “Company”) and the 911 ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (hereinafter “Association”), hereby agree as follows:

1. The Association, pursuant to its lawful power and authority, subject to applicable state statutes, hereby establishes the rates, terms, and conditions for 9-1-1 emergency service interconnection within the Association of Central Oklahoma Governments and member entities’ jurisdictional region, set forth in this Service Application and Agreement (hereinafter “Service Application”).
2. “Company” agree to furnish the Association with “Company’s” appropriate part of the Service in accordance with this Service Application. Should any conflict arise between the terms of this Service Application and Company tariffs, or the Nine-One-One Emergency Number Act set forth at 63 O.S. 2001, Section 2811 et. seq., as amended from time to time (the “Act”), the rules and regulations of the Oklahoma Corporation Commission (“OCC”), then the tariffs, the Act, any applicable OCC rules and regulations and other applicable laws of the State of Oklahoma or The United States of America shall prevail.
3. “Company” shall not be liable to the Association, or to any other person, for any damages arising out of errors, interruptions, defects, failures or malfunctions of 911 Service, including damages arising from errors or defects of associated equipment and data processing systems.
4. “Company” agrees that E9-1-1 service will be provided at the same, if not higher level of service reliability and quality as local exchange service and including “the maintenance” of customer records as they pertain to E911 service.
5. The E9-1-1 service is furnished only for receiving reports of emergencies from the public and is provided solely for the Association and not for the benefit of any third party; nor does this service create any obligations by “Company” regarding third parties.
6. Definitions:
 - (a) “The maintenance” means “company” providing the timely updating of customer records, as well as the resolution of incorrect customer records in accordance with National Emergency Number Association standards,

kept by the 9-1-1 Database Management Service Provider and reported to “company” in error by the Database Management Service Provider or the Association, all of which the Association is responsible for subscribing to and paying for monthly.

- (b) “the Data Base Management Service Provider” means the entity providing Selective Routing and/or Automatic Location Identification data services or storage of customer data records for (company) in relation to 9-1-1 services.
- (c) Automatic Location Identification (ALI) means a feature that forwards the name, street address, class of service and other pre-determined information associated with the calling party’s telephone number to the Public Safety Answering Point for display.
- (d) Automatic Number Identification (ANI) means a feature by which the calling party’s telephone number is forwarded to the public safety answering point for display.

7. The service does not include:

- (a) any materials or supplies such as paper and/or ribbons for the printer;
- (b) any attendant headsets;
- (c) any non-telecommunications items such as fire extinguishers; or,
- (d) any person(s) to answer the emergency service traffic at the attendant consoles, workstations, or to supervise the answering of emergency service traffic, for all of (a) through (d) above, each respective Association entity is responsible.

8. Subject to paragraphs 9 and 10 hereof, the Association and Company agree that Resale service will be established as of the [] day of [], 20[], or in the instance of prior service, a date determined and agreed upon by both parties and clearly stated in writing, which shall be referred to hereinafter as the “Resale Service Date.”

9. “Company” and the Association 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 Resale Service Date

Company shall on or after the Resale Service date, when notified of errors in customer records by the 9-1-1 Database Management Service Provider or the governing 911 entity. Company or it’s designated third party database management

vendor shall take active measures for correction of customer records owned by the 9-1-1 Database Management Service Provider in accordance with recommended minimum edits for service providers stated in NENA standards 02-011 section 5.

10. 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 Association 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.
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. “Company” will furnish the Association, at the address stated below, with periodic updates of attachments A thru C of this Service Application, and the Association will notify “Company” of any changes in said attachments that affect the “Company”:

9-1-1 Association of Central Oklahoma Governments
21 E. Main Street, Suite 100
Oklahoma City, Oklahoma 73104-2405
Telephone Number: 405/234-2264
Facsimile Number: 405/234-2200

13. The Association warrants to “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 prohibited by law or the charter of the Association; and that all necessary action has been taken by the Association’s Board of Directors to authorize the execution of this Service Application.
14. This Service Application sets forth the entire understanding of the parties and supersedes 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.
15. As part of the administration and maintenance of the 9-1-1 database, it will be necessary that (Company) provide certain confidential numbers and proprietary information, including non-published telephone numbers to the Association.

16. The company shall authorize its designated 9-1-1 Database Service Provider to release. 9-1-1 database information on the company's customers to the Association or its member entities upon request. Said information shall be released solely in connection with:

- (a) The resolution of error conditions occurring with a 9-1-1 call.
- (b) Request concerning the total number of "Company" business and residential subscriber records stored in the 9-1-1 Database Management Service Provider's database, for which storage and/or maintenance charges are incurred through the Database Management Service Provider to the 9-1-1 Association of Central Oklahoma Governments.

The Association agrees that it will keep such proprietary and/or confidential information completely confidential, and that it will disseminate such information to only those employees and agents who during the course of their employment have need to have access to it for the purpose of implementing, administering and maintaining the service. Such information will be properly destroyed or returned to "Company" upon request, when the Association no longer has the need for it.

17. Regarding the collection and remittance of 9-1-1 fees and charges levied upon Company's customers in accordance with State and Local law:

- (a) "Company" hereby agrees to collect and remit pertinent 9-1-1 taxes/fees to the Association for deposit into a special revenue fund established under authority of 11 Okla. Stat. 2001, Section 17-212(2), the Emergency Telephone Tax/Fee, levied by the Association pursuant to the Nine-One-One (911) Emergency Number Ordinance, and/or applicable state statutes, as adopted by the Association;
- (b) "Company" hereby agrees that its collections and remittance to the Association of the Emergency Telephone Tax/Fee shall be done pursuant to and in compliance with the procedures set forth in the respective Nine-One-One Emergency Number Ordinance or resolution and applicable state statutes;
- (c) The Nine-One-One Emergency Number Ordinance Act section 2814 provides that the E9-1-1 service users (company's customers) are liable for the service fee imposed by the governing body (individual member entities of 9-1-1 ACOG) until the service fee has been paid to the local exchange telephone company named herein, and that service fee shall be collected, insofar as practicable, at the same time as, and along with the charges for exchange telephone service in accordance with the regular billing practice of the local exchange telephone company, including company named herein;

- (d) The rate of the Emergency Telephone Tax/Fee to be collected and remitted by “Company” each calendar year shall be as specified by a separate ordinance or resolution of the Association as required by the Act, the Nine-One-One Emergency Number Ordinance or Resolution, which resolution or ordinance has been adopted, and has been approved prior to the date on which “Company” shall commence collection of the said tax;
- (e) “Company” and the Association hereby agree that the “Company” shall have no obligation to take any legal action to enforce the collection of any fee imposed pursuant to authority stated by the Nine-One-One Emergency Number Act Section 2814 paragraph N. However, should any service user tender a payment insufficient to satisfy all charges, tariffs, fees and taxes for exchange telephone service, the amount tendered shall be credited to the emergency telephone fee in the same manner as other taxes and fees.
- (f) “Company” hereby agrees to commence collection and remittance of the Emergency Telephone Tax/Fee as of the Resale Date; and to remit any past due Emergency Telephone Tax/Fee accrued prior to the Service date as determined in paragraph 8.
- (g) “Company” and the Association hereby agree that, for the purposes of the collection and remittance of the Emergency Telephone Tax/Fee, the respective Nine-One-One Emergency Number Ordinance and/or Resolution, and the Act, shall be deemed a part of and incorporated into this Service Application as if fully set out herein.
- (h) “Company” and the Association hereby agree that the administrative fee to be retained by “Company”, as authorized by Section 2815 of said Act, and the respective Nine-One-One Emergency Number Ordinance and/or Resolution, shall be set at two percent (2%) of the total Emergency Telephone Tax/Fee revenues remitted each month by “Company” to the Association, unless otherwise prohibited by applicable law.
- (i) “Company” shall forfeit the agreed upon administrative fee authorized by Section 2815 of said Act, and the respective Nine-One-One Emergency Number Ordinance and/or Resolution, when established fees are past due as stated in Section 2815 paragraph C of said Act.

18. Term and Renewal of Service Application:
- (a) “Company” and the Association hereby agree that this Service Application shall apply to the service to be provided commencing [REDACTED], 20[REDACTED] and ending June 30, 20[REDACTED].
 - (b) Upon expiration of the term and by the mutual agreement of both parties, “Company” and the Association will renew this Service Application for an unlimited number of one year terms to run from July of each year through June of the following year. With annual renewal of the service application, an updated attachment A and B must be submitted no later than 60 days prior to the service renewal date as stated in section 17 paragraph (a) of this agreement.
 - (c) This option to renew upon mutual agreement shall continue until either “Company” or the Association declines to exercise its option to renew or until this Service Application is canceled by one of the parties as provided for by Section 18 hereof.
19. “Company” and the Association each shall have the right to cancel this Service Application as follows:
- (a) “Company” shall have the right to cancel in the event of the violation of the Association of any of the terms and conditions hereof upon ninety (90) days written notice of cancellation to the Association and failure by the Association to cure such violation within such period. Cancellation of this Service Application and Agreement does not relieve “Company” of its statutory/regulatory duties as set forth by the Nine-One-One Emergency Number Act.
 - (b) The Association shall have the right to cancel in the event of the violation by “Company” of any of the terms and conditions hereof upon ninety (90) days written notice of cancellation to “Company” and failure by “Company” to cure such violation within such period.
20. The failure of either party to enforce any of the provisions of this Service Application, or a waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nonetheless, be and remain in full force and effect.
21. “Company” and the Association further understand and agree that certain provisions of this Service Application including the rate, and charges set forth herein are subject to the jurisdiction of the OCC, and as such may be modified from time to time by order of the OCC after notice and hearing.

22. 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:

If to the Association:

911 Association of Central Oklahoma Governments
21 E. Main Street, Suite 200
Oklahoma City, Oklahoma 73104-2405

And, if to Company:

Company Name
Street Address
City, State Zip Code

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.

Executed in quadruplicate numbered originals on this [redacted] day of [redacted], 20[redacted], by the 911 Association of Central Oklahoma Governments, signing by and through its Executive Director, duly authorized to execute same, and by [redacted] signing by and through its duly authorized officer as of the [redacted] day of [redacted], 20[redacted].

911 ASSOCIATION OF CENTRAL
OKLAHOMA GOVERNMENTS

By: [redacted]
Zach D. Taylor
Executive Director

Approved as to Form:

Legal Counsel

COMPANY NAME

By: [redacted]
Authorized Agent

Name (Print) _____

Title (Print) _____

Original Document Number [redacted] of [redacted].

ATTACHMENT A:

_____ (“Company”) states that as of the Resale Establishment Date, line rates for service on a month-to-month basis are as follows:

Residential Local Line (Flat)	\$ [REDACTED] per month
Residential Local Line (Combination)	\$ [REDACTED] per month*
Business Local Line	\$ [REDACTED] per month**

(Fill out all rates that are applicable)

These are the effective line rates for the contractual period as stated in paragraph 17 of said agreement.

*Combination rates are those rates that vary based upon a combination of services. Company should use average cost to determine final amount.

**Business line totals should be calculated by using an average line rate when a flat rate cannot be determined.

***Averaged rates are for contractual use only actual rates must be used for 9-1-1 service fee computations.

Attachment B:

Please remit the number of business and residential lines acquired for each governmental entity. At the bottom of this page please list the total number of customers you provide for in our region.

Entity	# Of Residential Lines	# Of Business Lines	County (City lines are separate from county. County teleco lines are located in areas not incorporated by cities.)
Arcadia			Oklahoma
Bethany			Oklahoma
Calumet			Canadian
Choctaw			Oklahoma
Del City			Oklahoma
Edmond			Oklahoma
El Reno			Canadian
Forest Park			Oklahoma
Geary			Canadian
Guthrie			Logan
Hall Park			Cleveland
Harrah			Oklahoma
Jones City			Oklahoma
Lake Aluma			Oklahoma
Lexington			Cleveland
Luther			Oklahoma
Midwest City			Oklahoma
Moore			Cleveland
Mustang			Canadian
Newcastle			McClain
Nichols Hills			Oklahoma
Nicoma Park			Oklahoma
Noble			Cleveland
Norman			Cleveland
Okarche			Canadian/Kingfisher
Piedmont			Canadian/Kingfisher
Slaughterville			Cleveland

Smith Village			Oklahoma
Spencer			Oklahoma
Tinker Air Force Base			Oklahoma
Tuttle			Grady
Valley Brook			Oklahoma
The Village			Oklahoma
Warr Acres			Oklahoma
Woodlawn			Oklahoma
Yukon			Canadian
Canadian County			Oklahoma
Cleveland County			Canadian
Logan County			Unincorporated
Oklahoma County			Unincorporated
Total #			

Attachment B (2)

ATTACHMENT C:

Company Contact Information

Title	Name	Ph:	E-mail
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E9-1-1 Manager

Database

Billing

Regulatory

(Please complete all that apply.)

ATTACHMENT D:

9-1-1 Entity Escalation & Contact List

Database Contact:

Carolyn White, 9-1-1 Database Manager
Ph: 405-234-2264 x135
Email: cwhite@acogok.org

Finance (billing):

Deborah Cook, Division Director of Finance
Ph: 405-234-2264 x116
Email: dcook@acogok.org

Contracts/Remittance
Networking/PSAP Ops:

Johnny C. Irons III, 9-1-1 Project Coordinator/Analyst
Ph: 405-234-2264 x138
Email: jirons@acogok.org

Contracts/Remittance:

Paulette Marshall, Assistant, Finance Division
Ph: 405-234-2264
Email: pmarshall@acogok.org

Networking/PSAP Ops:
Programs

Stephen M. Willoughby, Director, E9-1-1 & Public Safety
9-1-1 Networking/PSAP Operations
Ph: 405-234-2264 x166
Email: swilloughby@acogok.org