

Payment Continuation Agreement

This agreement, effective May 15, 2018, by and between _____, a _____ corporation whose headquarters address is _____ (the Service Provider), and the 9-1-1 Services Board (the Board), a public body of the Commonwealth of Virginia whose address is 11751 Meadowville Lane, Chester, VA 23836 (collectively the Parties).

WHEREAS:

- in accordance with Article 7 of Chapter 15 of Title 56 of the Code of Virginia, the Board administers the Wireless E-911 Fund (the Fund);
- Va. Code § 56-484.16, as amended and in effect prior to July 1, 2018, permits CMRS service providers to obtain payment from the Fund of wireless E-911 CMRS costs based on a process that begins with a service provider's submission of estimated costs on or before December 31 of each year;
- Service Provider made an appropriate submission of estimated costs on or before December 31, 2017;
- the Board reviewed such estimate and advised Service Provider on or before March 1, 2018, that the estimate qualified for payment and that the Fund was expected to be sufficient for such payment; and
- Va. Code § 56-484.16, as amended by 2018 Va. Acts ch. 532, calls for the Board to enter into contracts related to reimbursement of service provider costs;

NOW, THEREFORE, the Parties, in consideration of the acts taken thus far and the mutual covenants, promises and agreements herein contained, agree as follows:

1. 2018 PAYMENT: The payment process initiated by Service Provider's December 2017 submission will proceed in accordance with Va. Code § 56-484.16, the Board's policies, and past practices.
2. FUTURE PAYMENTS: Payments in 2019 and beyond will depend upon the law and policies in effect at the time, as well as the availability of funds.
3. This agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to that body of law controlling choice or conflicts of law, and any litigation related in any way to this agreement shall be brought in the courts of the Commonwealth. The Parties shall comply with all applicable federal, state and local laws, rules, and regulations.
4. This agreement incorporates, as if fully set forth herein, the "Core Contractual Terms" required in every Virginia Information Technologies Agency (VITA) contract, the current version of which may be found in full at <https://www.vita.virginia.gov/supply-chain/scm-policies-forms/mandatory-contract-terms/>. Because this agreement does not involve a state procurement, nor federal tax information (FTI), it does not incorporate the "Required eVA Terms and Conditions" or the "Mandatory Internal

Revenue Service (IRS) Publication 1075)” terms also found at the above webpage. In the event of any inconsistency between the body of this agreement and the incorporated terms, the body of this agreement controls.

5. This is the full and final agreement of the Parties and supersedes all prior oral or written agreements, statements, and discussions. This agreement may not be modified except in a writing signed by authorized representatives of the Parties.
6. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall have the same effect as original signatures.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

<SERVICE PROVIDER>:

9-1-1 SERVICES BOARD:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.