

**AGREEMENT FOR ENHANCED 911 EMERGENCY SERVICES**

**BETWEEN**

**JEFFERSON COUNTY COMMISSION**

**AND**

**CITIZENS UTILITIES,  
D/B/A**

**CITIZENS COMMUNICATIONS**

**February 11<sup>th</sup> 1998**

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**AGREEMENT FOR  
ENHANCED 911 EMERGENCY SERVICE**

This agreement is entered into between CITIZENS UTILITIES, hereinafter referred to as "CITIZENS COMMUNICATIONS", and JEFFERSON COUNTY COMMISSION, hereinafter referred to as the "CUSTOMER", to implement an Enhanced 911 ("E-911") Emergency System. It is mutually agreed between the parties as follows:

**Section 1. SCOPE OF WORK**

- 1.1. The E-911 system will provide use of the CITIZENS COMMUNICATIONS exchange network for emergency calls, at no charge to the caller, on a per call basis. These network services and facilities between CITIZENS COMMUNICATIONS local central offices and the Public Safety Answering Point ("PSAP") of the CUSTOMER are provided in accordance with CITIZENS COMMUNICATIONS local tariffs. This agreement will cover the provisioning of customer record databases to provide names, addresses and phone numbers, and network facilities to utilize and manage the system. Specific terms, conditions and charges for these services will be covered under applicable tariffs.

**Section 2 AGREEMENT TERMS AND CONDITIONS**

- 2.1. The effective date of this Agreement will be the date indicated below which shall be the date of signature and acceptance by CITIZENS COMMUNICATIONS. This Agreement shall continue in effect for a period one year (12) months beginning on the date the system is accepted by the CUSTOMER and placed into service. Thereafter, this Agreement shall automatically renew for subsequent terms of twelve (12) months each, unless written notice of termination is given to the other party not less than sixty (60) days prior to the expiration of the one year (12 months) term, or not less than sixty (60) days prior to the expiration of a subsequent twelve (12) months term, subject, however, to the terms of tariffs on file and approved by the Public Service Commission of this State (the "PSC").

**Section 3 PROVISION OF SERVICE**

- 3.1. Since an E-911 system is complex, an in-service date will be established and agreed upon by the CUSTOMER and CITIZENS COMMUNICATIONS.

- 3.2. The projected time line for E-911 implementation is shown in Exhibit A and is an

estimate of completion dates for the E-911 project based on current CUSTOMER and CITIZENS COMMUNICATIONS'S scheduled activities. Conditions may arise which cause delays in completing some activities by the scheduled date. If this occurs, the projected time line will be revised by mutual agreement, among the parties of this contract, such agreement not to be unreasonably withheld.

#### **Section 4 SYSTEM DATABASE AND EQUIPMENT**

- 4.1. CUSTOMER shall have the sole and exclusive ownership of, control over and responsibility for, the Automatic Location Identification ("ALI") database used in the operation of its E-911 system. CUSTOMER'S responsibility in this regard includes, but is not limited to, the verification and validation of all street addresses provided to CUSTOMER by CITIZENS COMMUNICATIONS. For purposes of this Agreement, the ALI database is defined as a database containing CITIZENS COMMUNICATIONS access line subscriber's names, addresses, telephone numbers, and Emergency Service Numbers ("ESNs").
  
- 4.2. CUSTOMER shall have the sole and exclusive responsibility to secure, operate and maintain all equipment and software required on its side of the network point of demarcation in the construction and operation of its PSAP. CITIZENS COMMUNICATIONS shall provide network services to CUSTOMER and has the sole and exclusive responsibility for the construction, operation and maintenance of its network up to the point of demarcation at CUSTOMER'S location.

#### **Section 5 BILLING PROCEDURES**

- 5.1. CUSTOMER'S payment of CITIZENS COMMUNICATIONS'S non-recurring charges ("NRC"), as set forth in applicable CITIZENS COMMUNICATIONS tariff's, for the initial provisioning or subsequent additions of E-911 service are due and payable within thirty (30) days of placement in service and acceptance by the CUSTOMER, which acceptance shall not be unreasonably withheld.
  
- 5.2. Monthly recurring charges ("MRC"), as set forth in applicable CITIZENS COMMUNICATIONS tariffs, will begin during the month the E-911 system becomes operational.

#### **Section 6 SUBSCRIBER BILLING**

- 6.1. Upon written authorization from the CUSTOMER, CITIZENS COMMUNICATIONS will

bill the local exchange subscribers within an E-911 service area a monthly E-911 service charge on an individual exchange line basis in accordance with applicable State laws and CITIZENS COMMUNICATIONS tariffs.

- 6.2 CITIZENS COMMUNICATIONS will issue a check each month to the CUSTOMER for the total amount of moneys collected from the telephone subscribers, less authorized collection fee.
- 6.3 It is acknowledged that CITIZENS COMMUNICATIONS merely serves as a billing and collection agency for the CUSTOMER. The CUSTOMER has the primary obligation to assess fees within the provisions of local State law's and approved PSC tariffs. CITIZENS COMMUNICATIONS will adjust subscriber billing rates as requested by written authorization of the CUSTOMER.
- 6.4 The CUSTOMER will determine when and how much adjustment will be made to the E-911 charges within the limits established by the statutes of this State, and will notify CITIZENS COMMUNICATIONS, in writing, at least ninety (90) days prior to the adjustment appearing on the subscriber's bills.

#### **Section 7 DESCRIPTION OF DISTRICT PUBLIC SAFETY JURISDICTION**

- 7.1 CITIZENS COMMUNICATIONS currently provides services to the location of CUSTOMER'S PSAP from its exchange in 535, 724, 725, 728, and 876.
- 7.2 Other special situations affecting the E-911 system may not be identified on the date this Agreement is executed. The CUSTOMER and CITIZENS COMMUNICATIONS will handle those situations on an individual case basis.

#### **Section 8 DATABASE CREATION/ADDRESSING**

- 8.1 CITIZENS COMMUNICATIONS will provide CUSTOMER with all subscriber name and address information in the CITIZENS COMMUNICATION billing database, to the extent not otherwise prohibited by privacy-related laws, regulations or tariff provisions, for CUSTOMER'S use in assembling operating and updating its ALI database.
  - 8.1.1 CUSTOMER covenants that non-listed or non-published telephone number information provided by CITIZENS COMMUNICATIONS will be used solely for purposes of inclusion in CUSTOMER'S ALI database and in the discharge of CUSTOMER'S E-911

responsibilities and shall not be disclosed by CUSTOMER, its employees, agents and/or independent contractors for any other purpose.

- 8.2 Subscriber name and address information provided to CUSTOMER by CITIZENS COMMUNICATIONS may not be relied upon by CUSTOMER in the form presented as accurate, without CUSTOMER'S independent validation, in the assembly, operation and updating of the Master Street Address Guide component of CUSTOMER'S ALI database.
- 8.2.1 CITIZENS COMMUNICATIONS'S OBLIGATION TO PROVIDE NAME AND ADDRESS DATA FROM ITS BILLING DATABASE TO THE CUSTOMER IS LIMITED IN SCOPE TO PROVIDING SUCH INFORMATION AS IT HAS AVAILABLE, WITHOUT ANY REPRESENTATION OR WARRANTY AS TO THE SUITABILITY OF SUCH DATA FOR USE IN THE ASSEMBLY, OPERATION OR UPDATING OF CUSTOMER'S ALI DATABASE.
- 8.2.2 CITIZENS COMMUNICATION will endeavor to maintain accurate information in its billing database and to provide accurate information to CUSTOMER, but shall bear no responsibility to CUSTOMER for validating and verifying the accuracy of that information for CUSTOMER'S use in its ALI database.
- 8.3 In order to assist CUSTOMER in maintaining an up-to-date ALI database, CITIZENS COMMUNICATIONS will provide CUSTOMER with daily information regarding new subscribers and other changes in billing information which may be necessary in CUSTOMER'S ALI database. The parties hereto will negotiate a methodology for the necessary data transfers required in the ALI database updating process.
- 8.3.1 The CUSTOMER recognizes that although updates will be made daily as available, the updates will be generated from CITIZENS COMMUNICATIONS'S completed service orders. CITIZENS COMMUNICATIONS agrees to give the highest priority to providing the new service information to the CUSTOMER.
- 8.4 To the extent that CUSTOMER'S process of validating and verifying address information provided by CITIZENS COMMUNICATIONS reveals errors or discrepancies in addresses, CUSTOMER shall, at no charge, notify CITIZENS COMMUNICATIONS in timely manner of the correct address information. CUSTOMER shall not be responsible

for the accuracy of address information it provides to CITIZENS COMMUNICATIONS as a result of CUSTOMER'S validation and verification process.

## **Section 9 SPECIAL REQUIREMENTS**

The CUSTOMER, by providing E-911 service for its citizens, specifically and expressly agrees to the following:

- 9.1 The CUSTOMER will provide at least one (1) primary PSAP to be staffed on a 24-hour, seven days per week basis.
- 9.2 The CUSTOMER has the sole and exclusive responsibility for dispatching or having others dispatch police, fire and ambulance services, at a minimum, as required, to the extent as such services are reasonably available.
- 9.3 The CUSTOMER will develop a method for responding to calls from outlying counties or calls directed to non-participating agencies which may be routed to the CUSTOMER E-911 PSAP.
- 9.4 The CUSTOMER will subscribe to or provide telephone equipment with a capacity adequate to handle the number of incoming E-911 lines that the CUSTOMER, in consultation with CITIZENS COMMUNICATION, decides to install in order to handle the projected traffic with at least a P.01 call completion rate. CITIZENS COMMUNICATIONS will recommend the number of incoming E-911 lines that will provide an acceptable industry standard for E-911 service. Additional lines or special network configuration will be added at the CUSTOMER'S request.
- 9.5 E-911 emergency lines are not intended to replace the normal telephone service of the various public safety agencies. The CUSTOMER agrees to subscribe to the additional number of local exchange lines required to properly conduct its administrative business.
- 9.6 The information in the ALI database is and shall remain the property of the CUSTOMER. CUSTOMER retains all rights, responsibilities (except as otherwise provided herein) and privileges associated with the ALI database, and CITIZENS COMMUNICATIONS agrees to take all reasonable and customary measures to protect the rights of CUSTOMER to its data.

- 9.7 The CUSTOMER understands and agrees to not publish, reproduce, resell, disclose, allow access to, or use for any reason other than emergency response purposes associated with the public safety, any of the subscriber information provided by CITIZENS COMMUNICATIONS.

#### **Section 10 LIABILITY AND INDEMNITY**

- 10.1 E-911 service is offered solely as an aid in handling assistance calls in connection with fire, police and emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the CUSTOMER contracting for E-911 service.
- 10.2 CITIZENS COMMUNICATIONS'S liability is limited to that which is stated in applicable statutes or the applicable tariffs filed or to be filed and approved by the local Public Service Commission, except as the tariffs are modified by local State laws.

#### **Section 11 SYSTEM MODIFICATION**

- 11.1 Additions or deletion to the E-911 emergency system will be made only upon the prior written request of the CUSTOMER or its designated representative and the mutual agreement of the CUSTOMER and CITIZENS COMMUNICATIONS. Additions to the system may involve additional charges.

#### **Section 12 SYSTEM MAINTENANCE**

- 12.1 Maintenance will be provided as stated in applicable sections of CITIZENS COMMUNICATIONS'S tariffs on file or to be filed with the PSC and all rules and regulations of the PSC.
- 12.2 Routine network system and transmission checks will be performed remotely by CITIZENS COMMUNICATIONS from its central office facilities.
- 12.3 CITIZENS COMMUNICATIONS will furnish to the CUSTOMER the telephone numbers and procedures to be used in reporting E-911 priority service problems. CITIZENS COMMUNICATIONS will respond to E-911 repair calls from authorized CUSTOMER personnel within two (2) hours.
- 12.4 All levels of network maintenance will be provided by CITIZENS COMMUNICATIONS on a 24 hour per day, seven (7) days per week basis. Maintenance support will make every reasonable efforts to respond within the two (2) hour time frame.

### **Section 13    TERMINATION FOR CONVENIENCE, DEFAULT OR FUNDING**

- 13.1    In accordance with the applicable sections of CITIZENS COMMUNICATIONS'S tariffs on file or to be filed with the PSC, it will be an express condition to any request by the CUSTOMER for services and facilities, or request for additions, rearrangements, relocations or modifications of service, that the CUSTOMER understands and expressly agrees that if the application is canceled in whole or in part, prior to completion of the work involved, that the CUSTOMER will reimburse CITIZENS COMMUNICATIONS for all expenses included in handling the request before written notice of cancellation is received. Such charges, however, will not exceed all charges which would apply if the work involved in complying with the request had been completed.

### **Section 14    MISCELLANEOUS PROVISIONS**

- 14.1    This Agreement for the provision of E-911 services incorporates by reference the provisions of CITIZENS COMMUNICATION'S tariffs on file or to be filed from time to time with the PSC. In the event of any contradictory provisions between this Agreement and those tariffs, the tariffs will prevail, subject to the provisions of state law.
- 14.2    CITIZENS COMMUNICATIONS agrees to provide a copy of any proposed tariff, which may affect the terms hereof, to the CUSTOMER no less than thirty (30) days before the filing thereof with the PSC.
- 14.3    This Agreement shall be governed in all respects by the local laws of this State.
- 14.4    By mutual agreement, the parties of this contract may make written changes to any provision hereof, from time to time, provided that such changes do not contradict the previously mentioned tariffs or law.
- 14.5    The Agreement with attached Exhibits A and B and CITIZENS COMMUNICATIONS'S tariffs on file or to be filed with the PSC, shall constitute the entire agreement by which CITIZENS COMMUNICATIONS and the CUSTOMER are bound, and no representations, inducements, promises, or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose.
- 14.6    The parties here below agree that the provisions contained in this Agreement are severable and divisible, and that each such provision does not depend upon any other

provisiōn.

14.7 CITIZEN'S COMMUNICATIONS agrees that this agreement shall be binding upon any successor to CITIZENS TELECOM in this State, and CITIZENS COMMUNICATIONS pledges to do all things reasonable and necessary to insure adherence hereto by any assignee or successor in interest to CITIZENS COMMUNICATIONS.

IN WITNESS WHEREOF, the parties have cause this Agreement to be executed by their duly authorized representatives:

**JEFFERSON COUNTY COMMISSION:**

By: R. Gregory Lance  
R. Gregory Lance

Its: President of the County Commission Date: 2/11/98

**CITIZENS COMMUNICATIONS:**

By: [Signature]

Its: VP-Tech+Provisiōning Date: 3/6/98

## Exhibit A: PSAP Locations and Equipment

### **Primary PSAP:**

Shall be located at 44 Wiltshire Road, Kearneysville, West Virginia at the Jefferson County Public Services Center.

### **Equipment:**

To be identified...

Exhibit B: Enhanced 911 Projected Time Line

<u>ACTIVITY</u>	<u>DATES</u>
Acceptance Received	TBA
Engineering Begins	TBA
Database Administration Begins	TBA
Database Administration Completed	TBA
Network Orders Completed	TBA
Database Installed	TBA
Hot Test Begins	TBA
Testing Completed	TBA
System Cutover	TBA

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