

**E911
INFORMATION**

**BOONE
COUNTY
COMMISSION**

At a REGULAR session of the County Commission of Boone County, West Virginia, held at the Courthouse thereof on the 19th day of July, 2016, the following order was made and ordered:

SUBJECT: AMEND THE ENHANCED EMERGENCY 911 ORDINANCE ORDER

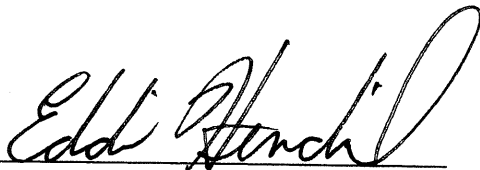
The following motion was offered by Commissioner Brown:

The Boone County Commission does hereby approve to amend the Order of Enhanced Emergency 911 Ordinance, Article IV-Consumer Fee, Section 9-Imposition of Fee, to reflect a monthly increase in telephone fees; residential from \$2.00 to \$4.00 per month; business from \$4.00 to \$6.00 per month; and increase the Centrex system rate of .25 cents per line to \$1.00, effective July 1, 2016.

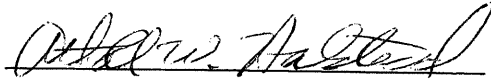
The adoption of the foregoing motion, having been made by Mickey Brown, Commissioner, seconded by Atholl W. Halstead, Commissioner, the vote thereon was as follows:

Eddie Hendricks, President..... AYE
Atholl W. Halstead, Commissioner..... AYE
Mickey Brown, Commissioner..... AYE

Whereupon, Eddie Hendricks, Commission President, declared said motion duly adopted; and it is therefore ADJUDGED and ORDERED that said motion be, and the same is hereby adopted.



Eddie Hendricks, President



Atholl W. Halstead, Commissioner



Mickey Brown, Commissioner

STATE OF WEST VIRGINIA, BOONE COUNTY CLERK'S OFFICE TO WHICH I, ROGER TONEY, CLERK OF THE BOONE COUNTY COMMISSION OF BOONE COUNTY WEST VIRGINIA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY FROM THE RECORDS OF MY SAID OFFICE, AS THE SAME APPEARS THEREIN.
Commission Record BOOK NO. 115 PAGE NO. 296
GIVEN UNDER MY HAND AND OFFICIAL SEAL, AT MADISON, WEST VIRGINIA, THIS 20th DAY OF July, 2017
TESTE: Roger Toney, CLERK
BY: Debra P. Loftus, DEPUTY

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17 JUL 24 AM 9:45
RECEIVED
WEST VIRGINIA PUBLIC SERVICE
COMMUNICATIONS
OPERATIONS OFFICE



**AGREEMENT FOR MAINTENANCE SERVICE ON EQUIPMENT
FOR USE WITH EMERGENCY NUMBER 911 SERVICE
CASE NO. 2003-259587**

THIS AGREEMENT ("Agreement") is effective as of the date set forth below by and between Boone County, West Virginia ("Customer") and Verizon West Virginia Inc. ("Verizon").

1. PURPOSE

The purpose of this Agreement is to allow Verizon to file a "Plan B" individual Agreement for Maintenance Service on Equipment for Use with Universal Number 911 Services under Section 14A of its Miscellaneous Service Arrangements Tariff on file with and approved by the Public Service Commission of West Virginia (the "Commission"), and to set forth other terms and conditions relating to the maintenance by Verizon of such equipment (the "Services" or "Maintenance" and "Equipment") owned by the Customer.

2. "PLAN B" FILING; DESCRIPTION OF SERVICE

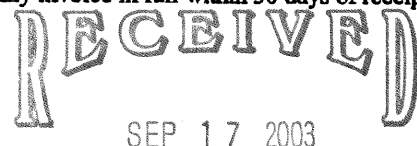
The terms and conditions to be filed by Verizon with the Commission are set forth in Exhibit A to this Agreement. The Equipment to be maintained by Verizon and the existing installation location are specifically described in Exhibit B to this Agreement. The Maintenance price in Appendix A does not include rates and charges for any other aspect of 9-1-1 services used in connection with the Services provided pursuant to this Agreement.

3. REGULATORY BODY FILING AND APPROVAL

- a. Verizon shall use reasonable efforts to make the anticipated filing with the Commission no later than ten (10) business days after receipt by Verizon of this Agreement properly signed on behalf of the Customer.
- b. If any order of action of the Commission or any other regulatory or judicial body with jurisdiction over Verizon prevents Verizon from maintaining the Equipment for the Customer, or if the Commission or any such body fails to grant all approvals or permissions which may be necessary for Verizon to provide Maintenance on the Equipment for the Customer, Verizon and the Customer shall be released from their obligations under this Agreement.

4. PAYMENT AND INCORPORATION OF TARIFFS

- a. The parties expressly acknowledge and agree that all applicable terms and conditions in Verizon's tariffs on file with and approved by the Commission, including but not limited to the limitations of liability and termination liability provisions, are expressly incorporated in this Agreement for the Services provided under this Agreement. Whenever any of the incorporated tariffs are changed pursuant to law, this Agreement shall automatically change to reflect the version in the tariff.
- b. It is expressly understood that during the term of this Agreement, the monthly price shall include all charges for the Maintenance of the Equipment, except as may be otherwise provided by tariff. To the extent that the Equipment maintained hereunder is interconnected to other services provided by Verizon or other persons, such other services shall not be construed to be provided under this Agreement.
- c. Verizon shall provide, and the Customer shall receive Maintenance Service on the Equipment for a monthly charge of \$1,090.00 ("Monthly Maintenance Price"). The payment is due and payable after Customer and Verizon sign this Agreement and upon receipt of invoice. To the extent permitted by law or regulation, if Customer fails to pay any invoice in full within 30 days of receipt,



Customer will owe Verizon 1½% per month (or the maximum rate allowed by law, if lower), on the unpaid balance, prorated daily, until the balance is paid in full. Customer understands that the Monthly Maintenance Price does not include tax, and Customer must pay all tax applicable to this service.

5. APPROPRIATIONS AND TERMINATION

To the extent, if any, that the Constitution of the State of West Virginia or any statute prevents the Customer from entering into any agreement that would obligate its funds beyond the present fiscal year, the following provisions shall apply:

- a. In the event this Agreement is not approved and renewed by the Customer for any fiscal year subsequent to the Customer's initial fiscal year, this Agreement shall then and there terminate on the last day of the last approved and renewed fiscal year; provided that the Customer shall remain obligated to pay all bills for all services and equipment provided in any such approved and renewed fiscal year.
- b. The Customer covenants to use reasonable and good faith efforts to renew and approve this Agreement for any fiscal year within the term contemplated in this Agreement. Such covenant of reasonableness and good faith shall include but not necessarily be limited to a covenant not to terminate this Agreement to obtain services or equipment providing functions similar to those functions performed by the services or equipment provided under this Agreement, where after reasonable and good faith efforts, there are sufficient funds for a total or partial renewal and approval for the new fiscal year.
- c. The Customer agrees to promptly notify Verizon, in writing, of the non-renewal or approval of this Agreement, whichever the case may be.
- d. Verizon may, at its option, terminate this whole Agreement in the event of a partial non-renewal by the Customer during any fiscal year of the Customer covered by the term of this Agreement.

6. PRODUCT PERFORMANCE

Verizon represents during the service period, the Equipment described in Exhibit A will perform substantially as designed by the manufacturer. THIS WARRANTY IS EXCLUSIVE AND NON-TRANSFERABLE. VERIZON SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

CUSTOMER MAY NOT CANCEL THIS CONTRACT AND SEEK A REFUND.

7. MAINTENANCE COVERAGE

Maintenance Service covers Equipment failure caused by normal wear and tear. Customer's maintenance coverage entitles Customer, at Verizon's option, to Equipment repair or replacement without additional charge for parts or labor. Verizon will provide necessary replacement parts and any parts replaced become Verizon's property. Customer must provide Verizon the access it requires for competent and workmanlike maintenance. Verizon may require Customer to pay an additional charge for Customer delays of its maintenance personnel.

8. RESPONSE TIME

Verizon's Maintenance hours of operation are from 9:00 A.M. to 5:00 P.M. E.S.T., Monday through Friday, excluding Verizon holidays. Customer may report an Equipment failure 24 hours a day, 7 days a week to the Verizon Maintenance Hotline number, 1-800-773-7911, as Verizon designates to Customer in writing. The Hotline is Customer's direct source for all information concerning Equipment repair and replacement. If Verizon determines via the Hotline that Customer has a major failure, Verizon has the option to service the failure remotely and/or to dispatch a service technician to Customer's premises within four (4)

hours of notification, 24 hours a day, 7 days a week. If Verizon determines that Customer does not have a major failure, Verizon will respond by the end of the next business day. Repairs requested by Customer on minor failures which are performed on Verizon's holidays or outside of the specified Maintenance hours will be made at an additional charge.

Failures are classified as either major or minor. Major failures are defined as: loss of 25% of the call carrying capacity of the SYSTEM, loss of 25% of trunks, loss of 25% of SYSTEM answering positions, loss of ANI or ALI processing capability. All other failures are classified as minor.

9. MAINTENANCE NOT COVERED

Maintenance Service does not cover Equipment failure caused other than by normal wear and tear, including failure caused by acts, omissions or events beyond Verizon's control, such as power failure or surges. The Maintenance Service does not cover replacement of the Equipment due to lightning. Customer forfeits all Maintenance Service rights and Verizon will not be held liable if, during the Maintenance Service Period, Customer or a third party: (a) fails to follow applicable installation, operation, maintenance, or environmental requirements; (b) alters, upgrades, modifies, enhances, repairs or disassembles the Equipment without Verizon's written consent; (c) neglects, abuses, misuses or damages the Equipment; or (d) relocates Equipment entitled to on-site maintenance without Verizon's written consent. Customer shall reimburse Verizon for any replacement of Equipment or costs incurred by Verizon pursuant to provisions of this paragraph.

Maintenance Service also does not include supplementing, rearranging, relocating, modifying, upgrading, and removing the Equipment. The following equipment will not be covered under maintenance: (1) Printers and associated paper or cartridges, (2) Handsets - Verizon will provide one handset for each position as part of the maintenance renewal. Verizon will provide no further maintenance or replacement of handsets.

Verizon will service non-covered failures at Customer's request for an additional charge. If upon Customer's request Verizon dispatches a service technician to Customer's premises and Verizon determines that there is no Equipment failure or that the failure is not covered by Verizon's Maintenance Service, Verizon shall charge Customer its then current time and materials fees.

At Customer's request, Verizon will perform these and like activities at an additional charge. Regardless of who performs these activities, if they increase the cost of maintenance or are likely to cause safety hazards or Equipment malfunctions, Verizon is entitled to increase its Maintenance Price and/or to correct the hazard at an additional charge.

10. CUSTOMER'S RESPONSIBILITIES

It shall be the responsibility of the Customer to provide and maintain an appropriate, secure site for the location of the Equipment, including maintenance spares stored at Customer's site if applicable, and the bonding, grounding, power and environmental conditions necessary for the optimum operation of the Equipment. Customer will be responsible for providing adequate floor space and power supplies and for maintaining environmental conditions suitable for housing the Equipment. Customer shall also be responsible for maintaining a static-free environment by keeping the humidity at the proper levels and by using static guards such as floor mats or wrist straps when using the E911 positions. Customer agrees to comply with Verizon's and/or the equipment manufacturer's environmental specifications and requirements in order for the Equipment to function properly. Customer shall be responsible for replacement costs relative to neglect or abuse of any of the Equipment. Verizon shall not be responsible for Equipment failures caused by Customer's breach of this section.

11. TERM AND MAINTENANCE RENEWAL

The term of Customer's Maintenance Service shall be for twelve (12) consecutive months commencing with the date this Agreement is signed by both parties. Verizon will notify Customer in writing of changes in

maintenance coverage, including price, prior to any renewal term. Customer's continuing obligations under this Agreement do not expire, even if Customer declines to renew maintenance coverage.

12. MAINTENANCE CHARGES

Verizon will send Customer an invoice for Maintenance Service. Customer agrees to pay the Monthly Maintenance Price in full within 30 days of receipt of the invoice, unless Verizon otherwise specifies. If Customer does not pay any invoice in full when due, Customer will owe Verizon an additional 1½% per month (or the maximum rate allowed by law, if lower) prorated daily, until the balance is paid in full. Customer understands that the Monthly Maintenance Price does not include tax, and that Customer must pay all applicable taxes.

13. LIMITATION OF LIABILITY

Except as may be otherwise provided by law or applicable tariff, Verizon's entire liability to Customer arising out of the services performed, including liability for its negligent or other acts or omissions, shall be limited to the purchase price of the Services giving rise to the claim. Regardless of the legal or equitable basis of Customer's claim or of actual notice, Verizon nor its suppliers shall be liable for any special, indirect, consequential, incidental or punitive damages arising in connection with this Agreement or the provision of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. Customer's claims must be brought within one (1) year of the date Verizon provides the service giving rise to the claim (or within the time period required by law, if longer). Customer agrees to indemnify Verizon for any loss or damages sustained by Verizon, including reasonable attorney's fees and expenses, for injuries or property damage sustained by Verizon while on Customer's premises, except when due to Verizon's negligence or willful misconduct. Neither party shall be liable to the other for nonperformance caused by delays, losses, damages, failures, fires, floods, unusually severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or any other consequences of acts, omissions, or events beyond its control.

14. GENERAL

- a. The persons who sign this Agreement warrant that they are authorized to do so, and Customer further warrants that Customer has obtained all the written approvals, and governmental resolutions necessary to purchase the maintenance coverage.
- b. Any variance from this Agreement in Customer's purchase orders is of no effect. Any supplement to this Agreement must be in writing and signed by both parties to be effective.
- c. If any portion of this Agreement is held unenforceable, the remainder shall continue in full force and effect.
- d. All of Customer's obligations under this Agreement survive the termination or expiration of this Agreement.
- e. Customer agrees that any incidental maintenance coverage Verizon furnishes is accepted and governed by this Agreement.
- f. Verizon may maintain the Equipment with subcontractors Verizon selects.
- g. Verizon may assign or transfer this Agreement, in whole or in part, or its right to receive monies under it to any of its affiliates. Provided Customer provides Verizon with reasonable prior written notice, Customer may assign this Agreement to any governmental entity that is the successor to substantially all of its assets and all of its authority.
- h. Notices required by this Agreement must be in writing and sent by first class mail or certified mail, return receipt requested to: Verizon National Contracts Repository, MC:HQW02L25, 700 Hidden


Ridge, Irving, TX, 75038, with a copy to Verizon ESG Sales Manager, 1500 MacCorkle Ave. S.E., Charleston, WV 25314, if to Verizon. Names and addresses for notices may be changed by notice sent in accordance with this paragraph. Notices delivered by hand shall be effective upon delivery. Notices sent by first class mail shall be effective five (5) days after the posting. Notices sent by certified mail shall be effective on the date noted on the return receipt. For purposes of this section, facsimiles shall be considered adequate notice.

- i. A failure by either party to exercise its rights is not a waiver.
- j. Notification or consent required by this Agreement must be in writing to be effective.
- k. This Agreement is governed by the laws of, and Customer consents to venue and jurisdiction in West Virginia.
- l. The terms and conditions that shall apply in connection with the Equipment and Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the State of West Virginia Public Service Commission and/or the Federal Communications Commission. This Agreement (including the Appendices attached hereto) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, understandings or agreements on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

AGREED AND ACCEPTED:

BOONE COUNTY

By: 
Name: James Lambert
Title: 911 Director
Date: 8-28-03

VERIZON WEST VIRGINIA INC.

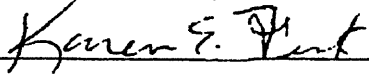
By: 
Name: Karen E. Fink
Title: Regional Sales Mgr
Date: 9/3/03

EXHIBIT A
"PLAN B" INDIVIDUAL CONTRACT PUBLIC SERVICE COMMISSION FILING

BOONE COUNTY

Date of Agreement: _____

Agreement Termination Date: Twelve (12) consecutive months from Date of Agreement

Monthly Maintenance Price: \$ 1,090.00

Total Maintenance Price: \$ 13,080.00

Minimum Revenue Guarantee: \$ 13,080.00

**EXHIBIT B
EQUIPMENT DESCRIPTION AND LOCATION**

1. Equipment Description:

<u>Quantity</u>	<u>Description</u>
1	Alarm Reporting Unit
1	Call Records Unit
1	Data Base Unit
2	Power Supply Units
4	Trunk Interface Units
4	Line Interface Units
1	Program Storage Cartridge
1	Remote Maintenance Unit
4	20-Button Electrokey Answering Positions (2 flushmount & 2 desktop)
4	MAARSView (2 flushmount & 2 desktop) (a)
1	Connectorized Cables
1	Key Service Unit equipped with Power Supply and Interrupter
1	Equipment Cabinet
1	Printer

2. Equipment Location: 304 Smoot Avenue, Danville, WV 25053

3. Billing Telephone Number: 024-120-4233

- (a) This equipment has been manufactured discontinued. As a result, Verizon will continue to support and maintain the customer's equipment as long as replacement equipment is available. The solution that has been developed will require the use of an ALI monitor in the event of a monitor failure. This monitor will continue to allow the customer to receive the standard ALI of the calling party; however, it will not support supplemental ALI. Verizon will in good faith attempt to maintain the DOS equipment without interruption to the customer's service.