

**AGREEMENT FOR THE PROVISION  
OF SPECIFIC EMERGENCY 911 SERVICES AND FEATURES  
BETWEEN RUSSELL COUNTY, KENTUCKY  
AND DUO COUNTY TELEPHONE COOP. CORP., INC.**

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JUL 10 2006  
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COMMISSION

1. SCOPE OF SERVICES AND FEATURES PROVIDED

- A. It is the intention of Russell County to implement an enhanced 911 emergency system, pursuant to the authority granted to it by KRS 65.760(1), for the benefit of the citizens of Russell County, Kentucky. The system will provide use of the exchange network at no charge to the caller on a per call basis. It further provides facilities within the network between local central offices and the public safety answering point (PSAP). See Exhibit A for definitions of terms used herein, which is incorporated by reference as if fully set forth.
  
- B. Duo County Telephone Cooperative Corp., Inc., (the "Company"), will assist Russell County in providing 911 emergency telephone service, ("E911"), only in accordance with and pursuant to this Agreement, as may be amended from time to time, governing the provision of such service which has been and will be filed and reviewed by the Kentucky Public Service Commission. The Company does not undertake to answer or forward E911 calls, but provides only the services and features specified in this Agreement to enable Russell County's personnel to respond to E911 calls on Russell County's premises.
  
- C. Subject to the conditions set forth in this Agreement, Russell County can select all or specific elements in the following E911 services and features provided by the Company to Russell County:
  - 1. Data Base
  - 2. Automatic Number Identification (ANI)/Selective Routing (SR)
  - 3. Network Lines
  - 4. Subscriber Billing

2. PROJECT GEOGRAPHIC DESCRIPTION

The specific services and features set forth in this Agreement will be provided by the Company for the areas served by the Company in Russell County.

3. DATA BASE CREATION/UPDATES

- A. The data base information furnished by the Company for the initial load of the E911 Data Base and for updates to the E911 Data Base will be provided in the Company's format by way of diskette, data transmission or mutually agreeable manner. The Company will not convert the data base information furnished by the Company for the initial load of the E911 Data Base or for updates into any other format.

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- B. Subject to favorable operating conditions, the update information for the E911 Data Base furnished by the Company will be provided on normal business workdays, only.
- C. Subject to favorable operating conditions, update information for the E911 Data Base will be made, as available, each normal business workday, from the Company's completed service orders. The Company processes its service orders in an established manner using standard Company procedures. Several days may elapse between the day a customer receives telephone service and the date when that new information is added to the data base update information furnished by the Company.
- D. It is not the responsibility of the Company to perform the initial load of the E911 Data Base or to update the E911 Data Base. The Company will not process this information against the MSAG. The Company's sole responsibility is to provide, in the Company's format, data base information which was created for the use of the Company for billing and collecting.
- E. Russell County 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 data base information provided by the Company.
- F. The data base information furnished by the Company will not include the name, address and telephone number of any subscriber with a non-listed or non-published telephone number who has notified the Company, according to the guidelines established by the Company, not to release this information to an E911 provider.
- G. The data base information provided by the Company to Russell County has been created and is intended only for the use of the Company in billing and collecting for services provided pursuant to its tariffs.

4. AUTOMATIC NUMBER IDENTIFICATION (ANI)/SELECTIVE ROUTING FEATURE (SR)

The Company will provide:

- A. Automatic Number Identification (ANI) feature by which the calling party's ANI telephone number is forwarded to the E911 central office and to the PSAP located in Jamestown, Kentucky.
- B. As to the selective routing feature which will be provided by the Company, the Company will terminate any 911 call originating in the Company's service area in Russell County to the primary PSAP located in Jamestown. The Company does not undertake to route any call to any secondary PSAP.

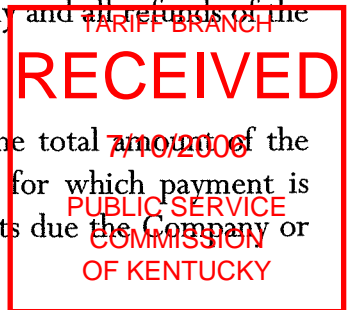


5. NETWORK LINES

Network lines and intralata special access facilities provided by the Company will be provisioned subject to the tariffed rates, rules and regulations on file and approved by the Kentucky Public Service Commission.

6. SUBSCRIBER BILLING

- A. Upon written request from Russell County, and in accordance with the laws of the Commonwealth of Kentucky, including KRS 65.760, the Company will bill its local exchange subscribers within Russell County a monthly E911 service charge on an individual exchange line basis not to exceed twenty-five (25) lines per account (the "E911 service charge"). All non-originating lines, WATS, public pay station and foreign exchange lines will be exempt from the charge. The charge billed pursuant to this Agreement will be listed separately on the bill of each customer and identified as follows: "Russell County Enhanced 911 Service" or other such language as the Company, in its sole discretion, deems appropriate.
- B. The Company will issue a monthly check to Russell County for E911 service charges collected, less a three percent (3%) fee (\$25.00 monthly minimum charge) for billing and collection and subject to Paragraph (f) below.
- C. The E911 service charge for each month will appear on the subscriber's bill for that month only. The Company will not take any measures, including termination of service, to collect the E911 service charge. The County is responsible for the collection of all fees from delinquent accounts.
- D. The responsibility for setting the amount of the E911 service charge rests upon Russell County. The County will determine when and how much adjustment will be made to the E911 service charge within the limits established by KRS 65.760, and will notify the Company, in writing, at least ninety (90) days prior to any change in the amount of the E911 service charge appearing on the subscribers' bills.
- E. All revenues from E911 service charges collected by the Company shall be expended solely for the purpose of funding E911 services as required by KRS 65.670(3). Upon a final determination by a court of competent jurisdiction or by an agency of the Commonwealth of Kentucky that revenues from E911 service charges collected by the Company are not being expended solely for the purpose of funding E911 services, the Company has the right to immediately cease billing and collecting the E911 service charge. In addition, the County is responsible for returning any and all refunds of the E911 service charge to the subscriber.
- F. If a customer remits to the Company an amount less than the total amount of the customer's bill and does not identify the disputed charge(s) for which payment is withheld, the amount remitted shall be applied first to amounts due the Company or



other entity for which the Company provides billing and collecting services. Amounts collected by the Company which remain after payment of all other charges appearing on the subscriber's bill shall then be applied to the E911 service charge.

7. RATES AND PROCEDURES FOR BILLING TO Russell COUNTY

A. Russell County understands that service will be provided subject to the terms and conditions in the applicable sections of the Company's tariff plus the contract rates for additional services. The rates for the provision of the specific E911 services and features described in this Agreement will be based on the number of the Company's non-exempt local exchange service lines within Russell County on the in-service date of the system. The count may be adjusted monthly to compute charges to Russell County under this Agreement.

<u>Service/Feature</u>	<u>Non-Recurring Charges</u>	<u>Monthly Recurring Charges</u>
1. Data Base	\$2,375.00	\$200.00/data base system \$.02/access line
2. ANI	\$2,720.00	\$24.25/1,000 access lines*
3. Selective Routing	\$2,720.00	\$115.00/1,000 access lines*
4. Network Lines		
a. 911/PBX trunk	\$20.00/Trunk**	\$34.00/Trunk**
b. DSO facility	\$351.00/Trunk**	\$44.14/Trunk**
5. Subscriber Billing	\$1,400.00	***

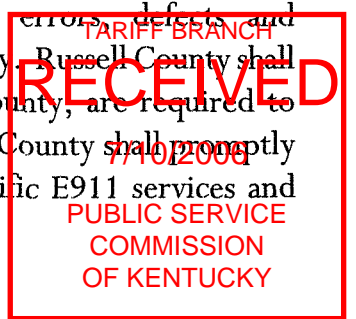
\* The access line number will be rounded to the next 1,000 lines.

\*\* Tariffed services provided pursuant to Kentucky Public Service Commission approved tariff.

\*\*\* A three percent (3%) fee for billing and collection retained by the Company from the monthly E911 service charge to local exchange subscribers.

B. Any additions or modifications to the services and features provided by the Company as specified in this Agreement may result in additional charges to Russell County.

C. The rates charged for the specific E911 services and features do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions, nor does the Company undertake such responsibility. Russell County shall make such operational tests as, in the judgment of Russell County, are required to determine whether the system is functioning properly. Russell County shall promptly notify the Company of any problems with respect to the specific E911 services and features provided by the Company.



D. Full payment of the Company's non-recurring charges for the provision of the E911 services and features specified in this Agreement will be made by Russell County within thirty (30) days of the Company's bill date. The lump sum payment of the Company's non-recurring charges does not include the charges associated with network lines. Charges for network lines are included in the Company's regular tariff and must be paid as billed.

E. Monthly recurring charges to Russell County from the Company will begin as follows:

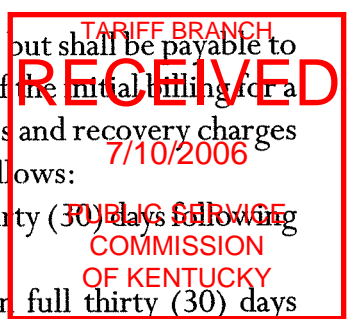
<u>Service/Feature</u>	<u>Monthly Recurring Charges</u>	<u>Date Billing Will Begin*</u>
1. Data Base	\$ 200.00/system \$ .02/access line	Upon provision of the initial load
2. ANI	\$ 24.25/1,000 access lines	Upon the in-service date
3. Selective Routing	\$ 115.00/1,000 access lines	Upon the in-service date
4. Network Lines		
a. 911/PBX trunk	\$ 34.00/Trunk**	Upon installation**
b. DSO facility	\$ 44.14/Trunk**	Upon installation**
5. Subscriber Billing	3% - Billing & Collection	Upon the commencement of subscriber billing

\* Full payment is due pursuant to Section F of this Paragraph.  
 \*\* Tariffed services provided pursuant to Kentucky Public Service Commission approved tariff.

F. The Company will bill Russell County for the recurring charges specified in this Agreement, as amended, just as the Company bills its other subscribers, and in accordance with the Company's regular tariff. Russell County will remit full payment within twenty (20) days. If full payment is not received within the allotted time, Russell County will be subject to the late penalties as specified in the Company's regular tariff, including suspension of the provision of the services and features set forth in this Agreement. No suspension of any service or feature due to non-payment will take place prior to the Company's notification, by registered letter, to the Russell County Judge Executive and the Kentucky Public Service Commission.

G. All recovery and non-recovery charges shall be held in abeyance; but shall be payable to Duo-County Telephone Co-op Inc. in full, upon the institution of the initial billing for a Russell County Emergency 911. Surcharge non-recovery charges and recovery charges shall be paid by 911 Service and Russell County, Kentucky as follows:

1. Non-recovery charges will be due and payable in full in thirty (30) days following the initial billing for Russell County Emergency 911 surcharge.
2. Recovery charges will accrue and be due and payable in full thirty (30) days





following the initial billing for Russell County Emergency 911 surcharge.

8. MAINTENANCE

- A. Maintenance will be provided as stated in applicable sections of the Company's tariff on file or to be filed with the Kentucky Public Service Commission.
- B. Routine network system and transmission checks regarding only the specific E911 services and features provided by the Company will be performed remotely by the Company from its central office facilities.
- C. Russell County accepts the responsibility for discovering all errors, defects and malfunctions in the transmission of calls and data, data base(s) and overall operation of the system, including the accuracy of the information contained in the data base. Russell County shall make such operational tests as, in the judgment of Russell County, are required to determine whether the system, including the specific services and features, is functioning properly. Russell County shall immediately notify the Company of any problems in connection with the services and features provided by the Company.

9. TERMINATION

The provision of the E911 services and features provided by the Company as specified in this Agreement carries a minimum one (1) year contract term. At the end of the initial term, this Agreement shall be automatically renewed for successive periods of one (1) year unless either party notifies the other in writing ninety (90) days prior to the expiration of any successive one (1) year term of its intent to terminate the Agreement. Upon receipt of such notice to terminate, the parties may renegotiate the terms of this Agreement, including the amount of non-recurring and recurring charges. If Russell County terminates this Agreement prior to the expiration of the initial term or any other term for convenience, default, funding or any other reason, Russell County must reimburse the Company for any and all expenses incurred by the Company in undertaking to provide and providing the specific services and features set forth in this Agreement before the notice of termination is received. Such charges, however, shall not exceed all charges which would apply if the work involved in complying with this Agreement had been completed.

10. SPECIAL REQUIREMENTS

The County, by providing Enhanced 911 emergency services for its citizens, specifically and expressly agrees to the following:

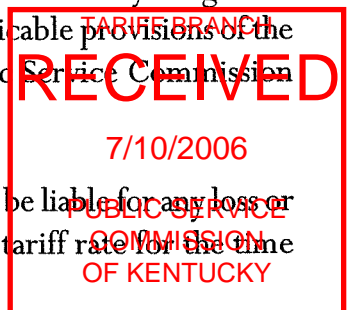
- A. The County will include at least one (1) law enforcement agency among the participating agencies in the management of this system.
- B. The County will provide at least one (1) primary PSAP to be staffed on a 24-hour, seven (7) days per week basis.



- C. The County accepts responsibility for dispatching or having other dispatch police, fire and ambulance, as a minimum, as required, to the extent as such services are reasonably available.
- D. The County accepts full responsibility for all damage caused to the Enhanced 911 software, hardware and/or data base by unauthorized tampering with this equipment/data base.
- E. The County will ensure that all personnel authorized to handle Enhanced 911 calls will be adequately trained to operate the equipment.
- F. The County will develop an appropriate method for responding to calls from outlying counties or calls directed to non-participating agencies which may be routed to Russell County's 911 PSAP.
- G. The County will subscribe to or provide telephone equipment with a capacity adequate to handle the number of incoming 911 lines to be installed.
- H. Because 911 emergency lines are not intended to replace the normal telephone service of the various public safety agencies, Russell County agrees to subscribe to the additional number of local exchange lines required to properly conduct its administrative business. Additionally, these lines would be used for receiving emergency calls not processed through "911" lines, including any which might be relayed by the Company's operators.
- I. The County will have sole responsibility for building and updating any customized information specific to each ALI record.
- J. Data base information consisting of the names, addresses and telephone numbers of subscribers whose listings are not published in directories and not listed in directory assistance records is treated as strictly confidential except as indicated in Paragraph (k) below.
- K. The E911 calling party forfeits the privacy afforded by non-published telephone number service to the extent that the information associated with the originating station is furnished to the PSAP. Information will be provided only for the purpose of responding to emergency calls.

11. LIABILITY AND INDEMNITY

- A. The Company's liability to third parties or Russell County and any indemnity obligations in connection therewith will be limited to those stated in the applicable provisions of the Company's tariff on file and to be filed with the Kentucky Public Service Commission regarding liability and indemnity.
- B. In the event of any interruption of service, the Company shall not be liable for any loss or damage other than a prorata allowance to Russell County at the tariff rate for the time



such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of Russell County.

- C. Russell County agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suites or other action or any liability whatsoever, whether suffered, made, instituted or asserted by Russell County or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Russell County, or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the specific E911 services and features provided by the Company.
- D. Russell County agrees to release, indemnify and hold harmless the Company for any infringement or invasion of a right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition or occasion or use of the specific E911 services features provided by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 service.
- E. The Company shall not be liable for any failure or suspension of performance (including, without limitation, any delay in restoration of service) hereunder due to causes beyond its reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, storm or other similar catastrophe; any law, order or regulation, direct action or request of the United States Government or any other government, including state or local governments having jurisdiction over the Company or of any department, agency, commission, court, bureau, governments, or of any civil or military authority; national emergency, insurrection, riot, war, strike, lock-out or work stoppage.

12. INSURANCE

Russell County specifically and expressly agrees to keep in force and maintain the Kentucky Association of Counties All Lines Fund Coverage Agreement No. 0010, executed July 1, 1990, or a policy of identical terms, including limits of liability. If this coverage lapses or its terms or limits of liability change, the Company may immediately terminate this Agreement and suspend the provision of the services and agrees to notify the Company at least ninety (90) days prior to the lapse of or any change in the terms or limits of liability of the Coverage Agreement No. 0010 or policy of identical terms, including limits of liability.

13. AGREEMENT INTENT

- A. This Agreement for the provision of selected E911 services and features incorporates by reference the provisions of the Company' tariff on file or to be filed with the Kentucky Public Service Commission. In the event of any contradictory provisions between this Agreement and the tariff, the tariff provisions will prevail.





- B. By mutual agreement, the parties to this contract may make changes to any provision hereof, from time to time, provided that such changes do not contradict the Company's tariff.
- C. The provision of specific E911 services and features by the Company is provided solely for the benefit of Russell County. The provision of these E911 services and features by the Company shall not be interpreted, construed or regarded, either expressly or implied, as being for the benefit of or creating any obligation to any third person or legal entity other than Russell County.

AGREED, this 23<sup>rd</sup> day of May, 2006.

Attest:

RUSSELL COUNTY, KENTUCKY

Ruth Anne Hill NP  
expiration date 10-27-09

By: Ronniem Full

Title: County Judge Executive

Date: 5-23-06

Date: 5/23/06

Attest:

DUO COUNTY TELEPHONE COOP. CORP., INC.

Susan Emerson

By: William W. Magruder  
WILLIAM W. MAGRUDER

Title: CHIEF EXECUTIVE OFFICER

Date: 6-29-06

Date: 6-29-06



## EXHIBIT A

### DEFINITION OF TERMS

A. Automatic Location Identification (ALI):

A feature by which the name and address associated with the calling party's telephone number (identified by the ANI feature as defined below) is forwarded to the PSAP for display.

B. Automatic Location Identification (ALI) Data Base:

The result of processing the E911 Data Base against the MSAG provided by Russell County.

C. Automatic Number Identification (ANI):

A feature by which the calling party's telephone number is forwarded to the PSAP for display.

D. Control Central Office:

Also called Tandem Office, the Control Central Office provides Selective Routing (SR) capabilities to route 911 calls to the proper PSAP.

E. Emergency 911 Service (E911):

A telephone exchange communication service whereby one or more Public Safety Answering Points (PSAPs) designated by the Emergency Service Agency (ESA) may receive telephone calls dialed to the telephone number 911.

F. E911 Data Base:

The E911 Data Base is extracted from the Company's service order system and contains end user information such as name, telephone number and address. The E911 Data Base is processed against the MSAG to provide ALI with ESN assignments.



G. Emergency Service Agency (ESA):

A municipality or other state or local government unit, or authorized agent or one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated to handle calls from the public for emergency police, fire or other emergency services. Russell County is the ESA for purposes of this Agreement. Russell County must be legally authorized to subscribe to the service and have public safety responsibility by law to handle telephone calls from the public for emergency police, fire or other emergency services within the areas served by the Company.

H. Emergency Service Number (ESN):

When the Selective Routing feature is provided, the ESA is responsible for identifying primary and secondary PSAP locations, as well as the unique combinations of police, fire, ambulance or any other appropriate agencies responsible for providing emergency service in the 911 serving area. An Emergency Service Number (ESN) is provided for each unique combination defined by the ESA. ESNs are associated with street address ranges or other routing criteria in the 911 serving area. The ESNs are carried in Russell County's data management system to permit routing of 911 calls to the primary and secondary PSAPs responsible for handling calls from each telephone in the 911 serving area.

I. Master Street Address Guide (MSAG):

A list provided by the ESA of all valid street names and house ranges in its particular jurisdiction.

J. Public Safety Answering Point (PSAP):

An answering location for 911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

K. Selective Routing (SR):

A feature that routes a 911 call from a central office to the designated primary PSAP based upon the identified number of the calling party.

