



Grant Application



Background Information

1.0 PSAP INFORMATION:

PSAP Name: Grand County Sheriff

Date of Application: May 16, 2016.

911 Calls per day:

Call Taker Positions: 2

Non-emergency/Administrative Calls/day:

PSAP Contact Person: Rick M. Bailey

Email: rbailey@grandcountysheriff.org

Address: 125 E. Center Street

Phone: (435) 259-1310

Fax:

City: Moab

ZIP: 84532

2.0 This PSAP is within a county of the 5th class.

3.0 COSTS/COMPONENTS

State the total amount of this project: \$

Describe the Component(s) of this Application:

Component	Description	Cost
Equipment:		\$
Software:		\$
Maintenance:	6 th Year Maintenance Contract for the Intrado System	\$18,771.17
Network:		\$
Services:		\$
Other:		\$
	Total:	\$18,771.17
	Applicable Grant Match:	0.00
	Total Amount Of This Request:	\$18,771.17



Grant Application



4.0 Current Status of 911 Service

Previous Grant/s Awarded: (date and amount of award, disposition i.e. completed, abandoned, balance remaining of previous grant, etc.)

Current 911 Revenue (annual): \$74,485.15 (For the 12 months ending December 31, 2015)

Current 911 Fund Balance: \$310,743.44 (As December 21, 2015)

Current 911 Expenditures: \$107,676.22 (For the 12 months ending December 31, 2015)

- Equipment lease/purchase (annual): \$
- Equipment Maintenance (annual): \$ 7,571.00 (ATIMS)
- Network and Data Base: (if multiple companies, list each separately by name and amount.) Total \$36,748.09
 - Telephone Company 1 (annual): Frontier Communications \$18,135.00
 - Telephone Company 2 (annual): Century Link \$18,613.09
 - Telephone Company 3 (annual): \$
- Other (annual): \$

5.0 Proposed Project and Rationale

List the goals and objectives of this grant application:

Grand County is the primary PSAP in the County providing dispatch services for Grand County Sheriff, Grand County SAR, Grand County Emergency Management, Grand County EMS, Moab City Police Department, Moab Valley Fire Department, National Park Service (Arches and Canyonlands), and other state and federal agencies. This proposed project will provide maintenance for the 6th year of service for the Intrado Viper Service. The maintenance service will be provided by Frontier Communication Corporation.

Describe the proposed project time line:

The maintenance contract will provide service from July 1, 2016 through June 30, 2017. Also, attached to this proposal is Frontier's proposed maintenance schedule for the Intrado Viper Software Upgrade Project.

Describe how this project will further the goals and objectives of the PSAP:



Grant Application



Additional Information

The Utah 911 Advisory Committee requests that you submit the following additional information with this grant application:

- ECaTs Reports – Please attach to this grant application the following reports (based on 911 calls for the last 12 months):

- Annual Call Summary Report (911 only)
- Top 20 Busiest Hours Report
- Initial Station Total Calls Report
- Trunk Usage
 - Circuit Utilization Report
 - Trunk Group Utilization Report

- PSAP Information:

- Staffing:

- Current FTEs: 6
- Pending or Planned Increase to FTEs: 2
- Part-Time staff: 0
- List your authorized maximum and minimum staffing levels:
 MAXIMUM: 2 MINIMUM: 1

- Consoles:

- Existing fixed Call Taking capable consoles: 2
- If this application includes a request to increase number of consoles, please indicate how many:

- Backup Center:

- Do you have a Backup Center? YES NO
 - If yes, list your existing fixed call taking capable consoles:
 Our backup center is with San Juan County, in that if either center is busy or is done, calls are automatically routed to the other PSAP through a T-1 line that is provided by Frontier Communications Corp.

- PSAP Equipment:

Please provide any additional information concerning your PSAP equipment that may be related to this grant application: No equipment requests related to this grant.



Grant Application



Please note that based on the information included in this grant application you may be required to provide additional justification.



Grant Application



Terms and Conditions

By signing the application below, the PSAP agrees to the following terms and conditions:

1. The PSAP agrees to comply with all:
 - a. requirements in Title 63H, Chapter 7a, Part 3; and Title 69, Chapter 2 of the Utah Code;
 - b. applicable rules and policies regarding the expenditure of grant funds; and
 - c. State of Utah purchasing and procurement requirements.
2. The PSAP assumes all responsibility for implementation of the above-described project, including the procurement of goods and services.
3. Upon request, the PSAP agrees to report to the Utah Communications Authority regarding the status of the project.
4. If the PSAP has not submitted an invoice for reimbursement of project costs, along with supporting documentation, to the Utah Communications Authority within one year from the date the grant was awarded, the grant may be terminated and all funds will be de-obligated.
5. The PSAP agrees that the grant shall only be used for the purposes specified herein. Any equipment acquired with money from the grant and not used for the purpose identified herein shall within 30 days of its non-compliant use revert back to the Utah Communications Authority with no encumbrance thereupon by the PSAP, save the local share actually contributed by the PSAP.
6. Where the PSAP and its partnering agencies maintain digital mapping (GIS) data resources depicting streets and their address ranges, address point, and common place points, this GIS data will be stored and maintained in a manner that is compatible with statewide standards stewarded by AGRC. The PSAP agrees to work with AGRC to ensure that these GIS data resources are kept current for regional and statewide applications including: address locators, route/milepost locators, place/name locators and base map services. The PSAP shall refer any questions or issues regarding the use of GIS, GPS, and other mapping technologies to the AGRC.
7. Breaches of any of the terms or conditions of the Grant Application and Agreement may result in de-obligation of funds and/or imposition liquidated damages against the PSAP.
8. The PSAP agrees to participate in the statewide 911 data management system (ECaTS) sponsored by the Utah Communications Authority.
9. The PSAP acknowledges that the Utah Communications Authority cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the 911 fund is reduced or not provided, the Utah Communications Authority may terminate this contract or proportionately reduce the amount obligated under the grant upon 30 days written notice. If funds are not appropriated or are reduced, the Utah Communications Authority will reimburse the PSAP for products delivered or services performed through the date of cancellation or reduction, and the Utah Communications Authority will not be liable for any future commitments, penalties, or liquidated damages.



Grant Application



- 10. In situations where a project is completed and there are unspent grant funds left over, those funds shall be automatically de-obligated within one year of the approval of the original grant.
- 11. In cases of extenuating circumstances, a PSAP may request, in writing, an extension to the de-obligation rule.
- 12. Where applicable, PSAPs shall provide evidence from the Bureau of Emergency Medical Services (BEMS) that they are a Designated Emergency Medical Dispatch Center.

Authorized PSAP Signature *Steven M. White* Date: 5/28/2016
 Steven M. White, Sheriff

RECOMMENDATION FOR APPROVAL

Program Manager, 911 Division:

Eric N. Parry
 Eric N. Parry, ENP

Date 06/21/16

911 Advisory Committee Chair Signature:

Karl Kuehn
 Karl Kuehn

Date 21 June 2016

APPROVAL

By the signature below, the Utah Communications Authority hereby agrees to provide the funds described herein to the PSAP from the Unified Statewide 911 Emergency Service Account established in Section 63H-7a-304.

Utah Communications Authority Signature:

JRH

Date 7-7-16

**GRAND COUNTY
911 MAINTENANCE
ECATS REPORTS**

MAY 2016

General Information

Grand County Sheriff
125 E Center Street
Moab, 84532

County: Grand

Years: 2015 - 2016

Agency Affiliation: Sheriff

Report Date: 05/28/2016 11:07:35

Report Date From: 05/01/2015

Report Date To: 04/30/2016

General Information

9-1-1 Calls Per Day: 18

Non-emergency/Administrative Calls per Day: 17

Call Summary

Grand County Sheriff
125 E Center Street
Moab, 84532

County: Grand

Report Date: 05/28/2016 11:07:35
Report Date From: 05/01/2015
Report Date To: 04/30/2016

Years: 2015 - 2016
Agency Affiliation: Sheriff

Date	911	911 Abdn	Unparsed 911	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Outbound	10-Digit Emergency Abdn	Unparsed 10-Digit Emergency	Total 10-Digit Emergency	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Unparsed Other	Total Admin	Total All Calls	Average Call Duration
May 2015	600	59	0	659	8.95%	0	0	0	0	0	0	0	0	0	0	659	86.1
June 2015	717	63	0	780	8.08%	0	0	0	0	0	0	0	0	0	0	780	120.6
July 2015	623	61	0	684	8.92%	0	0	0	0	0	0	0	0	0	0	684	88.4
August 2015	505	48	0	553	8.68%	0	0	0	0	0	0	0	0	0	0	553	109.9
September 2015	585	46	0	631	7.29%	0	0	0	0	0	0	0	0	0	0	631	97.9
October 2015	474	59	0	533	11.07%	0	0	0	0	0	0	0	0	0	0	533	102.8
November 2015	353	54	0	407	13.27%	0	0	0	0	0	0	0	0	0	0	407	93.5
December 2015	369	38	0	407	9.34%	0	0	0	0	0	0	0	0	0	0	407	90.9
January 2016	319	31	0	350	8.86%	0	0	0	0	0	0	0	0	0	0	350	97.0
February 2016	333	43	0	376	11.44%	0	0	0	0	0	0	348	85	0	433	809	75.7
March 2016	533	44	0	577	7.63%	0	0	0	0	0	0	2656	363	0	3019	3596	66.0
April 2016	487	37	0	524	7.06%	0	0	0	0	0	0	2244	480	0	2724	3248	67.5
PSAP Totals	5898	583	0	6481	9.00%	0	0	0	0	0	0	5248	928	0	6176	12657	80.2

Total
1004
80
3
9372
2197
1
12657

Initial Station Total Calls

Grand County Sheriff

125 E Center Street

Moab, 84532

County: Grand

Report Date: 05/28/2016 11:07:35

Report Date From: 05/01/2015

Report Date To: 04/30/2016

Years: 2015 - 2016

Agency Affiliation: Sheriff

Hour	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00
Station Not Available	4	4	5	1	1	3	119	74	55	64	54	36	73	58	60	44	71	99	60	34	24	23	24	14
Station 01	2	0	1	0	1	2	2	0	2	3	6	5	7	10	4	3	5	4	8	4	4	3	1	3
Station 02	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	1	0	0
Station 11	176	179	168	111	89	88	212	327	392	483	521	555	586	654	496	537	505	611	648	513	497	382	366	276
Station 12	34	16	18	12	10	8	11	21	45	55	73	67	115	161	202	221	168	212	202	156	159	110	72	49
Station 15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
Total	216	199	192	124	101	101	344	422	494	605	654	663	783	883	762	805	749	926	918	708	684	519	463	342

Circuit Utilization

Grand County Sheriff
125 E Center Street
Moab, 84532

County: Grand

Years: 2015 - 2016

Agency Affiliation: Sheriff

Report Date: 05/28/2016 11:07:35

Report Date From: 05/01/2015

Report Date To: 04/30/2016

Trunk	Circuits Busy	Busy
911	1	0.180138 %
	2	0.001322 %
	Total circuits: 4	
911 Unknown	1	0.019496 %
	2	0.000266 %
	Total circuits: 2	
Admin	1	1.122005 %
	2	0.045363 %
	3	0.001072 %
	4	0.000130 %
	Total circuits: 6	
W911	1	1.753782 %
	2	0.050009 %
	Total circuits: 2	

**GRAND COUNTY
911 MAINTENANCE
DETAIL OF 2015
NETWORK AND DATABASE COSTS**

MAY 2016

FRONTIER CENTURY LINK

1/1/2015	\$ 93.54	
1/1/2015	\$ 93.54	
1/23/2015		\$ 1.01
1/23/2015		\$ 1,537.99
2/1/2015	\$ 1,027.68	
2/1/2015	\$ 280.90	
2/1/2015	\$ 93.54	
2/1/2015	\$ 93.54	
2/28/2015	\$ 1,027.68	
2/28/2015	\$ 280.90	
3/10/2015	\$ 93.54	
3/10/2015	\$ 93.54	
2/23/2015		\$ 1.18
2/13/2015		\$ 1,542.88
3/19/2015		\$ 1,573.74
4/1/2015	\$ 1,027.68	
4/1/2015	\$ 280.90	
4/10/2015	\$ 93.54	
4/10/2015	\$ 93.54	
4/23/2015		\$ 1.97
4/19/2015		\$ 1,543.00
5/1/2015	\$ 1,027.68	
5/1/2015	\$ 280.90	
5/10/2015	\$ 93.54	
5/10/2015	\$ 93.54	
5/23/2015		\$ 1.82
5/19/2015		\$ 1,543.00
6/1/2015	\$ 280.90	
6/1/2015	\$ 1,027.68	
6/10/2015	\$ 93.54	
6/10/2015	\$ 93.54	
6/23/2015		\$ 1.22
6/19/2015		\$ 1,543.00
7/10/2015	\$ 93.54	
7/10/2015	\$ 93.54	
7/10/2015	\$ 280.90	
7/10/2015	\$ 1,027.68	
7/23/2015		\$ 0.74
7/19/2015		\$ 1,543.09
8/1/2015	\$ 280.90	
8/1/2015	\$ 1,027.68	
8/10/2015	\$ 93.54	
8/10/2015	\$ 93.54	
8/23/2015		\$ 0.70
8/19/2015		\$ 1,604.76
9/1/2015	\$ 1,027.68	

9/1/2015	\$ 280.90		
9/10/2015	\$ 93.54		
9/10/2015	\$ 93.54		
8/23/2015			
8/18/2015			
9/1/2015			
9/1/2015			
9/10/2015			
9/10/2015			
9/23/2015		\$ 0.57	
9/18/2015		\$ 1,543.04	
10/1/2015	\$ 280.90		
10/1/2015	\$ 1,027.68		
10/10/2015	\$ 93.54		
10/10/2015	\$ 93.54		
10/23/2015		\$ 0.25	
10/19/2015		\$ 1,542.96	
11/1/2015	\$ 1,027.68		
11/1/2015	\$ 280.90		
11/10/2015	\$ 93.54		
11/10/2015	\$ 93.54		
11/23/2015		\$ 0.13	
11/19/2015		\$ 1,542.96	
12/1/2015	\$ 280.90		
12/1/2015	\$ 1,027.68		
12/10/2015	\$ 93.54		
12/10/2015	\$ 93.54		
12/23/2015		\$ 0.12	
12/18/2015		\$ 1,542.96	
1/1/2016	\$ 1,027.68		
1/1/2016	\$ 280.90		
1/10/2016	\$ 93.54		
1/10/2016	\$ 93.54		
TOTAL	\$ 18,135.00	\$ 18,613.09	\$ 36,748.09

GRAND COUNTY
911 MAINTENANCE
FRONTIER COMMUNICATIONS
6TH YEAR MAINTENANCE QUOTE

MAY 2016



Proposal For:

Grand County Sheriff's Office

May 19, 2026

Quote Number: N16-0235

VIPER One Year Maintenance Extension, June 30 2016 to June 30, 2017.

Darold Whitmer

Public Safety Solutions Specialist

Phone: 570/208-5031

Mobile: 916/793-4903

Email: Darold.whitmer@ftr.com

Frontier Communications Corporation

401 Merritt 7, Norwalk CT 06851 | frontier.com

Why you should partner with Frontier

Frontier offers end-to-end data, voice and video solutions to businesses of all sizes. We're committed to providing next generation technology that's flexible and reliable, ready to grow with your business. And you'll enjoy the convenience of having one single, responsive source for all your communications needs. Choose from our fully integrated product portfolio, including:

- Public Safety Solutions
- Dedicated Internet Access
- Managed IP VPN
- VoIP (hosted and premise based)
- Communications & Network Equipment
- Optical Transport Services
- Managed IT Services
- Audio, Web & Video Conferencing
- Wireless Data Access/Wi-Fi
- Data Backup & Recovery
- Business High-Speed Internet
- Local & Long-Distance Service
- Computer Security

Frontier Provides

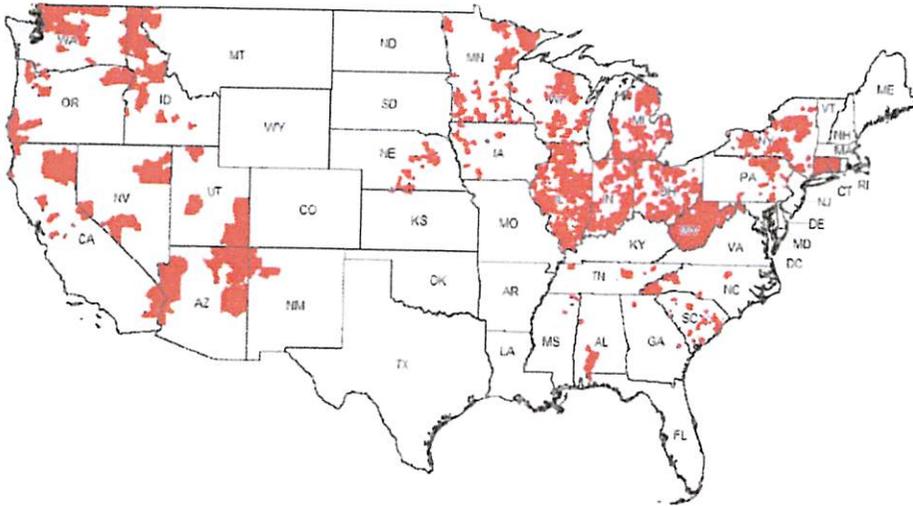
- ✓ State-of-the-art network
- ✓ 24/7 expert tech support
- ✓ 100% U.S.-based workforce
- ✓ Global capabilities
- ✓ Customized solutions
- ✓ Comprehensive product portfolio
- ✓ Dedicated Account Executives

Darold Whitmer and Kade Harris have created a custom-designed plan based on your needs and budget. Our service commitment also includes, but is not limited to:

- Next Gen 9-1-1 Solutions from Partners such as Airbus, Indigital, Solacom and more.
- Dedicated 9-1-1 Customer Care Center offering 24x7x365 service
- Dedicated 9-1-1 Service Management, sales engineers and account executives.
- Certified locally based 9-1-1 technicians and 9-1-1 tier II technical support.

Additional information is available at www.frontier.com/PublicSafety

Frontier Communications (NASDAQ: FTR) provides data, voice, video and equipment solutions to businesses of all sizes. We pride ourselves on our unmatched customer service, locally based tech support, customized solutions and commitment to help our customers succeed.



Quote Number: N16-0235

Qty	Description	Unit Price	Extended Price
		Proposal Date:	05/19/16
Qty	Description	Unit Price	Extended Price
2	Software Subscription Service - 1 Year/Position	\$2,307.69	\$4,615.38
1	Software Subscription Service - 1 Year/ Supplemental Position	\$1,153.85	\$1,153.85
2	Software Protection and Remote Technical Support - 1 Year/Position	\$923.08	\$1,846.16
1	Software Protection and Remote Technical Support - 1 Year/ Supplemental Position	\$461.54	\$461.54
	Material Summary		\$8,076.93
	Labor, Misc., Warranty, Freight		\$10,694.24
	Project Total Investment		\$18,771.17

This proposal is confidential and contains proprietary information. The contents contained herein are not to be shared with parties other than the customer and its employees named in this document. This document is confidential and the property of Frontier Communications Corporation.



Frontier is pleased to present this proposal to the **Grand County Sheriff's Office**.

The services set forth in this proposal will be provided by Frontier Communications and its affiliates (collectively referred to herein as "Frontier"). Frontier does not consider the proposal itself to be a legally binding offer to contract. Pricing contained within this document is budgetary, and a site survey may be required prior to a final quote. This quote is valid for up to thirty days from the date hereof. Taxes and surcharges are not included.

**GRAND COUNTY
911 MAINTENANCE
FRONTIER COMMUNICATIONS
INTRADO VIPER SOFTWARE
UPGRADE PROJECT AND SCHEDULE**

MAY 2016

ID	Task Name	Duration	Start	Wed Jun 8, 8 AM				Wed Jun 8, 9 AM				Wed Jun 8, 10 AM				Wed Jun 8, 11 AM				Wed 0		
				0	15	30	45	0	15	30	45	0	15	30	45	0	15	30	45			
1	Intrado Viper Software Upgrade Project	5 days	Mon 6/6/16 8:00 AM																			
2	Frontier Tier 2 and Field Tech On site	5 days	Mon 6/6/16 8:00 AM																			
3	EVENT TASKS																					
4	Verify Team viewer is setup and ready for remote	30 mins	Wed 6/8/16 9:00 AM																			
5	Verify Frontier Technician has MOPs Names & Numbers (see above) for	10 mins	Wed 6/8/16 9:30 AM																			
6	Verify that all required Software has been copied to servers at each site (see above).	10 mins	Wed 6/8/16 9:40 AM																			
7	Completed full backup of both SQL databases, CAD router INI, copy sound settings, ITRR.ini, Viper config, Copy of store files	30 mins	Wed 6/8/16 9:50 AM																			
8	Verify all KBs for Viper SP1 has been applied.	5 mins	Wed 6/15/16 10:20 AM																			
9	Apply Power911 SP4 to San Juan 911 database and object server.	20 mins	Wed 6/8/16 10:25 AM																			
10	Apply power911 SP4 CAD router upgrade	20 mins	Wed 6/8/16 10:45 AM																			

Project: Generic timeline2_Gant Date: Wed 4/27/16 7:58 AM	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

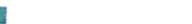
ID	Task Name	Duration	Start	Wed Jun 8, 8 AM				Wed Jun 8, 9 AM				Wed Jun 8, 10 AM				Wed Jun 8, 11 AM				Wed 0
				0	15	30	45	0	15	30	45	0	15	30	45	0	15	30	45	
11	Apply Power911 SP4 to one position at San Juan and	20 mins	Wed 6/8/16 11:05 AM																	
12	If no issues on initial position apply to remaining positions. (If Issue occur reroute 911 calls to admin	60 mins	Wed 6/8/16 11:25 AM																	
13	Apply Power911 SP4 to Grand 911 database and object server.	20 mins	Wed 6/8/16 1:25 PM																	
14	Apply Power911 SP4 to one position at Grand and test	20 mins	Wed 6/8/16 1:45 PM																	
15	If no issues on initial positions apply to remaining	30 mins	Wed 6/8/16 2:05 PM																	
16	Update to Sp2 base line and the all remaining patches. Verify patch xxx is installed that adds a pause to the system. KB004199 and	30 mins	Wed 6/8/16 2:35 PM																	
17	Apply SP4 to Viper and all released KBs.	120 mins	Wed 6/8/16 3:05 PM																	
18	Install new version of CDR on San Juan eprinter	10 mins	Wed 6/8/16 5:05 PM																	
19	Install new version of CDR on Grand eprinter.	10 mins	Wed 6/8/16 5:15 PM																	
20	Recalibrate AIMs at Grand	20 mins	Wed 6/8/16 5:25 PM																	

Project: Generic timeline2_Gant
Date: Wed 4/27/16 7:58 AM

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

ID	Task Name	Duration	Start	Wed Jun 8, 8 AM				Wed Jun 8, 9 AM				Wed Jun 8, 10 AM				Wed Jun 8, 11 AM				Wed 0
				0	15	30	45	0	15	30	45	0	15	30	45	0	15	30	45	
21	 Recalibrate AIMs at San Juan	20 mins	Wed 6/8/16 5:45 PM																	
22	  Cutover	1 day	Wed 6/8/16 8:00 AM																	
23	 Post Cut Clean-up and Monitoring Systems	1 day	Thu 6/9/16 8:00 AM																	
24	 Backup Plan and Responsibilites	15 days	Mon 5/2/16 8:00 AM																	

Project: Generic timeline2_Gant
Date: Wed 4/27/16 7:58 AM

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

GRAND COUNTY
911 MAINTENANCE
FRONTIER COMMUNICATIONS
ORIGINAL SYSTEM AGREEMENT AND
4TH AND 5TH YEAR MAINTENANCE
QUOTE

MAY 2016

System Agreement

This System Agreement ("Agreement") is effective as of the date of final signature between the parties and is made by and between:

A. Citizens Telecommunications Company Of Utah ("Frontier")	B. Grand County Sheriff ("Customer")
Address: 40 W. 100 North	Address: • 125 East Center
City: Tremonton State: UT Zip Code: 84337	City: Moab State: UT Zip Code:84532
Contact Name and Phone Number: Darold Whitmer - 916.793.4903 Kade Harris - 435.259.1415	Customer Billing Address (if different): _____ _____ Customer BTN: _____
Quote Number (if applicable) N13-2655; F11-1147	Contact Name and Phone Number: _____

<p>C. Select all applicable options:</p> <p><input checked="" type="checkbox"/> New System/Service Sale <input type="checkbox"/> Adds/Upgrade to Existing System <input type="checkbox"/> Installation Services <input type="checkbox"/> Maintenance Renewal <input type="checkbox"/> International Purchase and Sale (Drop Ship)</p> <p>FRONTIER MAINTENANCE SERVICES</p> <p><input type="checkbox"/> IP PBX Supplemental <input type="checkbox"/> 8x5 Switch & Phones <input type="checkbox"/> 8x5 Switch & Proprietary Phones <input type="checkbox"/> 8x5 Switch Only <input type="checkbox"/> 8x5 Ancillary/Auxiliary Equipment <input type="checkbox"/> 8x5 Nortel Norstar <input type="checkbox"/> 8x5 NEC Electra Elite <input type="checkbox"/> 8x5 Business Communication Manager <input type="checkbox"/> 8x5 Centrex CPE <input type="checkbox"/> 24x7 Switch & Proprietary Phones <input type="checkbox"/> 24x7 Switch Only <input type="checkbox"/> 24x7 Ancillary/Auxiliary Equipment <input type="checkbox"/> 24x7 Nortel Norstar <input type="checkbox"/> 24x7 NEC Electra Elite <input type="checkbox"/> 24x7 Business Communication Manager <input type="checkbox"/> 24x7 Voice Service Plus <input type="checkbox"/> 24x7 Centrex CPE</p>	<p>Frontier Maintenance Services Cont'd.</p> <p><input type="checkbox"/> Software Release Subscription (SRS) <input type="checkbox"/> On-Site Technician <input type="checkbox"/> Supplemental Warranty Coverage (extends the standard warranty to 24 hour coverage for major failures during the warranty period) <input type="checkbox"/> Other: 7x24x365 Annual Maintenance</p> <p>Third Party Maintenance Services - Third party maintenance will be provided in accordance with (i) the service descriptions of the respective third party maintenance service providers (generally available on their respective websites) and (ii) the relevant terms and conditions of this Agreement, specifically excluding section 3.2 (termination for convenience).</p> <p><input type="checkbox"/> Nortel Extended Service <input type="checkbox"/> Cisco SMARTnet <input type="checkbox"/> Other: <u>Cassidian Communications</u></p>
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System Agreement

1. **Scope of Agreement.** Subject to the terms and conditions of this Agreement, Frontier will provide Customer, either directly or in conjunction with such subcontractors as it may select, the equipment, software, installation services, maintenance (hereinafter collectively the "System") and/or professional services as described in this Agreement and as further described in a Statement of Work and any Exhibit attached hereto.

1.1 **For Equipment Sale and Installation Services:** Frontier will provide and, if applicable, install the equipment as set forth in the applicable quote and the Equipment and Installation Services Exhibit.

1.2 **For Maintenance Services:** Frontier will provide the maintenance services as set forth in the applicable quote and the Call Center Software, Support and Professional Services Exhibit, and/or the Maintenance Services Exhibit. The foregoing exhibits do not apply to maintenance services provided by a third party. Third party maintenance will be provided in accordance with (i) the service descriptions of the respective third party maintenance service providers (generally available on their respective websites) and (ii) the relevant terms and conditions of this Agreement, specifically excluding section 3.2 (termination for convenience).

1.3 **For Professional Services:** Frontier will provide the professional services as set forth in the applicable quote and the Professional Services Exhibit.

All applicable Statements of Work and Exhibits attached hereto are incorporated herein and made a part of this Agreement.

2. Fees and Payment.

2.1 Customer will pay all fees for the System as set forth on Pages 2 of this Agreement and the applicable quote or Statement of Work, subject to additions and deductions made by written Change Order(s). Unless otherwise set forth in the Quote, Unless otherwise set forth in a Quote, Customer is responsible for applicable taxes, shipping, handling, telecommunication surcharges and other charges applicable to the equipment and/or services provided under this Agreement. Customer agrees either to pay to Frontier the amount of all applicable taxes or to provide upon execution of this Agreement evidence of exemption acceptable to Frontier.

2.2 Payments are due within thirty (30) days of receipt of the invoice ("Due Date") and any payment not received by the Due Date shall be subject to a late payment charge of the lesser of one and one-half percent (1.5%) per month and the maximum amount allowed by law. Late payment charges will be assessed monthly against the amount due. Should Customer dispute an amount invoiced, Customer shall pay the undisputed portion of that invoice and promptly notify Frontier in writing of the amount and nature of the dispute and the parties shall cooperate to resolve the dispute pursuant to Section 15 of this Agreement. Frontier reserves the right to suspend or terminate any or all Services or terminate the provision, installation or repair of any or all equipment subject to this Agreement immediately if Customer is more than sixty (60) days overdue for payments that have not been disputed in good faith.

2.3 The down payment listed on Page 2 of this Agreement shall be paid at execution of this Agreement. The balance due shall be paid in accordance with the terms of this Section unless otherwise specified in a Statement of Work.

3. **Term and Termination.** This Agreement shall be effective as of the date first set forth above and shall continue in full force and effect until terminated in accordance with this Agreement.

3.1. Either party may, upon written notice, immediately suspend its performance of and/or terminate the affected service or equipment order to which the deficiency pertains in the event the other party (i) fails to perform material terms of this Agreement and (a) such failure is not cured within thirty (30) calendar days following receipt of a default notice in writing from the other party, or (b) if such failure cannot reasonably be cured during that time and the defaulting party fails to use commercially reasonable efforts to cure such breach as soon as practicable, but in any event within ninety (90) calendar days following written notice; (ii) engages in fraud, criminal conduct or willful misconduct in connection with the business relationship of the parties; or (iii) becomes insolvent, ceases doing business in the ordinary course, enters bankruptcy proceedings or effects an assignment for the benefit of creditors. In the event Frontier terminates this Agreement pursuant to this Section 3.1, Customer shall promptly pay Frontier for the System and any services provided up to the date of termination. In the event Customer defaults under this Agreement, Customer's down payment shall be non-refundable.

System Agreement

- 3.2. Either party may terminate this Agreement or a Statement of Work for convenience, in whole or in part, upon thirty (30) days prior written notice to the other party. If this Agreement or a Statement of Work is terminated by Customer pursuant to this Section, or if an order under this Agreement is cancelled by Customer, Frontier shall have no further responsibility under this Agreement, Statement of Work or such order, as applicable, and Customer shall promptly pay Frontier:
- 3.2.1. for all equipment and services provided up to the date of termination or cancellation, as applicable;
 - 3.2.2. for all expenses incurred up to the date of termination or cancellation, as applicable, including but not limited to the costs of terminating purchase orders, return of equipment and/or software (if permitted by Frontier), removal of equipment and/or software and other contractual obligations made by Frontier to meet its obligations under this Agreement or Statement of Work, plus a restocking fee of twenty-five percent (25%) of the cost of any equipment cancelled or returned.
- 3.3. Where multiple Statements of Work are associated with this Agreement, the termination of one or fewer than all of the Statements of Work shall only affect the terminated Statement(s) of Work. The remaining Statement(s) of Work shall remain in effect.
- 3.4. Frontier reserves the right to suspend performance under this Agreement or a Statement of Work if required, in Frontier's sole discretion, by regulation, statute, judicial action or other applicable legal requirement.
- 3.5. Frontier reserves the right to amend the rates, terms and conditions of Service under this Agreement to be effective upon the commencement of any renewal term and without formal amendment of this Agreement by providing Customer written notice thereof prior to the expiration of the then-current term. If Customer is unwilling to accept such amended rates, terms and conditions, Customer shall provide Frontier written notice thereof prior to the expiration of the then-current term, in which event the Service shall terminate upon expiration of the then-current term.
- 3.6. Termination of this Agreement shall not relieve either party of its respective obligations to comply with all terms of this Agreement that expressly call for performance prior or subsequent to the termination date, including without limitation the parties' respective obligations to protect proprietary and confidential information.
4. **Purchase Order.** The parties acknowledge that a Customer purchase order or similar document is intended solely to evidence Customer's intention to purchase equipment, software and/or services set forth therein. Except with respect to a provision in a Customer purchase order or similar document evidencing an intent to be bound by the terms and conditions of an Agreement between Customer and Frontier, the terms and conditions of such Customer purchase order or similar document shall be disregarded and of no force or effect, it being agreed that the terms and conditions of the Agreement between Customer and Frontier shall govern.
5. **Leasing Option.** With Frontier's prior written consent Customer may finance the System or any portion thereof in a separate transaction through a third party leasing company ("Lessor") approved by Frontier, assign its rights and obligations with respect to payment under this Agreement to the Lessor, and/or cause the Lessor to issue a purchase order in a form acceptable to Frontier. Notwithstanding such transaction and/or assignment, Customer shall remain responsible for performance of all of its obligations under this Agreement, including payment in full.
6. **Risk of Loss.** If Frontier installs the System, risk of loss or damage to the System passes to Customer on delivery of the System (including portions thereof) to Customer's site. If Frontier does not install the System, risk of loss or damage to the System (or portions thereof) passes to Customer upon delivery to the carrier.
7. **Title and Security Interest.** Until full payment has been rendered, Customer grants Frontier a purchase money security interest in the System, and agrees to execute all documents necessary to perfect that interest. Upon final payment, title shall pass to Customer and Frontier will release its security interest. Customer will not grant or convey to any other person or entity a security interest in, or permit placement of a lien on, the System unless and until Customer has paid Frontier in full for such System.
8. **Software.** Software provided in conjunction with the System is licensed to Customer under the license provided by the software publisher or by the equipment manufacturer with which the software is provided. Customer shall, if required, execute a separate software license agreement in a form satisfactory to the software publisher or equipment manufacturer.

System Agreement

9. Customer Responsibilities. Customer will:

- 9.1. Allow Frontier access for installation, inspection, testing, maintenance and repair of the System and performance of any required activity.
- 9.2. Provide suitable building facilities for the System in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes.
- 9.3. Provide necessary heating, cooling, humidity and dust control as required by manufacturer specifications.
- 9.4. Remove existing equipment or cable that interferes with System installation.
- 9.5. Identify and disclose to Frontier concealed equipment, wiring or conditions that might be affected by or might affect the installation of the System. Customer shall defend and hold Frontier harmless from any claim, damage or liability resulting from a failure to disclose this information.
- 9.6. Authorize Frontier, at Customer's expense, to make service requests upon third parties for System interconnection requirements, including obtaining telephone service for testing where necessary.
- 9.7. Designate trash deposit points on each floor on which the System is to be installed where Frontier will place waste for removal by Customer.
- 9.8. Cooperate with Frontier's requests for assistance in testing or installation.
- 9.9. Be responsible for providing adequate back-up of data and for restoring data to repaired equipment.
- 9.10. If the System is to be connected to the public network, be solely responsible for selection, implementation and maintenance of security features for defense against unauthorized long distance calling, and for payment of long distance, toll and other telecommunications charges incurred through use of the System.
- 9.11. Immediately notify Frontier of any anticipated delay in building availability or inability to meet any of the above listed requirements.
- 9.12. If ordering Cisco Products or services, acknowledge having read and understand the End User obligations and service descriptions for relevant Cisco products and services as found at www.cisco.com/go/service-descriptions or other URL as may be provided by Cisco from time to time. Further, Customer agrees to the terms and conditions of Cisco's Software License Agreement.

10. Changes In/Additions to System.

- 10.1 Customer may order additional equipment, software, and/or services pursuant to a written Amendment, Customer purchase order or similar document, and such order shall be governed by this Agreement, including without limitation Section 4, and shall specifically reference this Agreement.
- 10.2 Customer shall also have the right, by written notice, to propose changes in the System under this Agreement and any Statement of Work ("Change Orders") and Frontier shall comply to the extent it deems feasible and reasonable. If Frontier determines that such changes cause an increase or decrease in the cost of or time required for performance, Frontier shall advise Customer and such adjustments shall be reflected in a written Change Order. Should Frontier encounter, in installing the System, any concealed or unknown condition not expressly set forth in the applicable Statement of Work, which condition affects the price or schedule for installation of the System, the price and/or the schedule shall be equitably adjusted by Change Order to cover all costs, including but not limited to labor, equipment, materials and tools necessary to carry out the change.
- 10.3 No Change Order shall become effective as a part of this Agreement and the applicable Statement of Work, and no changes in the System shall be initiated, until the Change Order is mutually agreed upon in writing. Frontier shall not be obligated to consider or accept any Change Order that results in a decrease of more than twenty percent (20%) in the total price of the System. Frontier may also propose changes in or additions to the System, and may proceed with such changes upon execution by Customer and Frontier of a written Change Order.

11. Warranty. Frontier warrants that it will perform the services provided under this Agreement in a good and workmanlike manner. Unless otherwise set forth in an Exhibit, all manufacturers'/publishers' warranties for equipment and/or software provided hereunder are passed through to Customer and warranty claims shall be presented by Customer directly to the manufacturer/publisher.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES FROM FRONTIER, UNLESS OTHERWISE STATED IN AN EXHIBIT. OTHERWISE FRONTIER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY

System Agreement

WARRANTY OF NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. FRONTIER SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO FRONTIER'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD. FRONTIER MAKES NO WARRANTY FOR USE OF THE SYSTEM AS A COMPONENT IN LIFE SUPPORT SYSTEMS OR DEVICES, PUBLIC SAFETY SYSTEMS, OR WITH RESPECT TO THE PERFORMANCE OF ANY SOFTWARE OR FIRMWARE.

12. Limitation of Liability. EXCEPT FOR PAYMENTS OWED UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING A PARTY'S NEGLIGENCE) OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, LOST PROFITS (ACTUAL OR ANTICIPATED), UNAVAILABILITY OF ALL OR PART OF THE SYSTEM, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET OUT IN SECTION 13, FRONTIER'S ENTIRE LIABILITY FOR ANY OTHER DAMAGE WHICH MAY ARISE HEREUNDER, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FRONTIER'S NEGLIGENCE, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE PURCHASE PRICE OF THE SPECIFIC EQUIPMENT, SOFTWARE OR SERVICES GIVING RISE TO THE CLAIM. FRONTIER SHALL BEAR NO LIABILITY FOR USE OF EQUIPMENT, SOFTWARE OR SERVICES PROVIDED UNDER THIS AGREEMENT IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES OR PUBLIC SAFETY SYSTEMS. EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, FRONTIER SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE SYSTEM WITH THIRD-PARTY PRODUCTS OR SYSTEMS THAT CUSTOMER MAY UTILIZE IN CONJUNCTION WITH THE SYSTEM OR TO WHICH CUSTOMER MAY CONNECT THE SYSTEM.

13. Indemnification and Defense.

13.1 Except as provided below, Frontier will defend Customer against any claim, suit, action or proceeding alleging that equipment supplied by Frontier to Customer under this Agreement ("Frontier supplied equipment") infringes a valid U.S. patent or copyright ("Claim"), and Frontier will indemnify and hold harmless Customer against any and all finally awarded costs and expenses, including attorneys' fees, in connection with any such Claim.

13.2 If the use of any Frontier supplied equipment is enjoined or subject to a Claim as described above, Frontier may, at its option and expense, either procure for Customer the right to continue to use the equipment, replace the equipment, or relevant component, with substantially equivalent, non-infringing equipment, or relevant component, or modify the equipment, or relevant component, so that it becomes non-infringing. In the event that none of the foregoing options is commercially reasonable to Frontier, Frontier will remove the infringing Frontier supplied equipment and refund to Customer the purchase price for the equipment less depreciation for its use. Depreciation shall be calculated on a straight-line basis, assuming a useful life of five (5) years.

13.3 Frontier shall have no obligation for (a) any costs, fees or expenses incurred by Customer without Frontier's prior written consent; (b) any allegation, assertion, or claims of intellectual property infringement, including contributory infringement or inducement to infringe, arising out of or related to any Claim involving: (i) automated call processing, automated voice service, automated customer service or combined live operator/automated systems processing used in processing or completing calls, (ii) automated bridging of more than two callers utilizing some form of "listen only" (unilateral) communication combined with some form of interactive communication, (iii) prepaid calling products or services, (iv) wireless telecommunications services or support therefor, or (v) "music on hold" service; or (c) any indirect, special, consequential or incidental damages arising out of any Claim.

System Agreement

13.4 Any obligation on the part of Frontier to defend and indemnify shall not apply to any Claim or portion thereof that arises from (i) any negligent or willful act or omission by or attributable to Customer; (ii) use or operation of the Frontier supplied equipment in combination with equipment or services provided by Customer or any third party; (iii) any addition to or modification of the Frontier supplied equipment by Customer, any third party or Frontier at Customer's request; (iv) use of other than the then current unaltered release of any software used in the Frontier supplied equipment; or (v) any equipment, system, product, process, method or service of Customer which otherwise infringed the U.S. patent or copyright asserted against Customer prior to the supply of the equipment to Customer by Frontier under the Agreement.

13.5 The foregoing states the entire obligation of Frontier to Customer and is Customer's sole and exclusive remedy with respect to any Claim of infringement of any intellectual property right of any kind, and Frontier disclaims all other warranties and obligations with respect to any such Claims.

13.6 Customer shall defend, indemnify and hold harmless Frontier, its employees, officers, directors, agents and affiliates for damages, costs and attorneys fees in connection with any claim arising out of (a) Customer's use of the equipment provided by Frontier other than as expressly indemnified by Frontier pursuant to Section 13.1 of this Agreement, (b) combination of the equipment provided by Frontier with other equipment, software, products or services not provided by Frontier under this Agreement, (c) modification of the equipment provided by Frontier, or (d) arising out of the content of communications transmitted by or on behalf of Customer in the use of the services or equipment provided by Frontier, including but not limited to libel, slander, and invasion of privacy.

13.7 Each party (the "indemnitor") shall defend, indemnify, and hold harmless the other party (the "indemnitee") against all claims and liabilities for direct damages imposed on the indemnitee for bodily injuries, including death, and for damages to real or tangible personal property to the extent caused by the negligent or otherwise tortious acts or omissions of the indemnitor, its agents or employees in the course of performance of this Agreement.

13.8 The defense and indemnification obligations set forth in this Section 13 are contingent upon (1) the indemnitee providing the indemnitor prompt, written, and reasonable notice of the claims, demands, and/or causes of action subject to indemnification, (2) the indemnitee granting the indemnitor the right to control the defense of the same, and (3) the indemnitee's full cooperation with the indemnitor in defense of the claim, including providing information and assistance in defending the claim. Nothing herein, however, shall restrict the indemnitee from participating, on a non-interfering basis, in the defense of the claim, demand, and/or cause of action at its own cost and expense with counsel of its own choosing. No settlement may be entered into by the indemnitor on behalf of the indemnitee that includes obligations to be performed by the indemnitee (other than payment of money that will be fully paid by the indemnitor under Sections 13.1- 13.7 above) without indemnitee's prior written approval.

14. Confidentiality. Except as required by law or regulation, each party (the "receiving party") shall keep confidential and not disclose, directly or indirectly, to any third party any Confidential Information, as defined below, received from the other party (the "disclosing party") without the prior written consent of a duly authorized officer of the disclosing party. The disclosing party shall conspicuously mark its tangible Confidential Information as Proprietary or Confidential at the time of disclosure to the receiving party. Confidential Information that is disclosed orally will be identified by the disclosing party as Confidential Information at the time of disclosure to the receiving party. Each party shall use, copy and disclose the Confidential Information of the disclosing party solely for purposes of performing this Agreement. All Confidential Information of a party shall be and shall remain the property of such party. A party shall deliver to the disclosing party, upon written request by the disclosing party, all Confidential Information of the disclosing party then in the receiving party's possession or control, directly or indirectly, in whatever form it may be (including, without limitation, magnetic media) or certify its destruction to the disclosing party. Each party shall take all necessary and reasonable action, by instruction, agreement or otherwise, with its employees, consultants, subcontractors, affiliates, and representatives to satisfy its obligations hereunder. The receiving party's obligations hereunder with respect to confidentiality, non-disclosure and limitation of use of Confidential Information shall be for the term of the Agreement plus one (1) year. For purposes of this provision, a third party shall not include an entity which has a need to know the Confidential Information and which owns, is owned by, or is under common ownership with a party to this Agreement.

14.1 Nothing in this Agreement shall prevent either party from using or disclosing any Confidential Information that: (i) has become generally available to the public, other than through any improper action of such party, (ii) is already in the possession of the receiving party and not subject to an existing agreement of confidence between the

System Agreement

parties, (iii) is received from a third party without restriction and without breach of this Agreement, (iv) is independently developed by the receiving party as evidenced by its records, or (v) is disclosed pursuant to a valid law, rule, regulation, subpoena, demand, or order of a court or other governmental body or any political subdivision thereof of competent jurisdiction (collectively "demand"); provided, however, that the receiving party shall first have given notice thereof to the disclosing party (unless prohibited by the terms of such request or requirement, or such notice is otherwise prohibited by law) in order to permit the disclosing party to seek reasonable protective arrangements.

14.2 For purposes of this Agreement, the term "Confidential Information" shall include, without limitation, all trade secrets of a party and all other information and material that relates or refers to the plans, policies, finances, corporate developments, products, pricing, sales, services, procedures, intra-corporate transactions, suppliers, prospects and customers of a party, as well as financial information relating to such suppliers, prospects and customers, and any other similar confidentiality information and material which such party does not make generally available to the public. By way of illustration, but not limitation, Confidential Information includes all computer software (including object code and source code), computer software and data base technologies, systems, structures and architectures, and the processes, formulae, compositions, improvements, inventions, discoveries, concepts, ideas, designs, methods and information developed, acquired, owned, produced, or practiced at any time by a party, and all non-public information relating to the business of such party.

15. **Alternate Dispute Resolution (ADR).** Any controversy, claim, or dispute ("Disputed Claim") arising out of or relating to this Agreement, except for claims relating to indemnity, infringement, or confidentiality obligations or matters relating to injunctions or other equitable relief (together "Equitable Claims"), shall be first subject to a thirty (30) day negotiation period between the parties in which each party shall disclose to the other party all such documents, facts, statements and any other information which are reasonably requested by the other party and are relevant to the dispute in question. Should such negotiations fail to resolve the dispute within thirty (30) calendar days, Disputed Claims shall be resolved by binding arbitration of a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be based upon this Agreement and applicable law. The decision of the arbitrator shall be reduced to writing, shall be final and binding except for fraud, misconduct, or errors of law, and judgment upon the decision rendered may be entered in any court having jurisdiction thereof. In all arbitrations, the arbitrator must give effect to applicable statutes of limitation subject to limitation of actions terms set forth in this Agreement, and shall not be afforded any authority to award relief in excess of what this Agreement provides or to order consolidation or class arbitrations. The arbitrator shall have no authority to award punitive damages in any Disputed Claim. The parties agree that any such claims arising under this Agreement must be pursued on an individual basis in accordance with the procedure noted above. Even if applicable law permits class actions or class arbitrations, the ADR procedure agreed to herein applies and the parties waive any rights to pursue any claim arising under this Agreement on a class basis. The arbitration shall be held in a mutually agreed to location, and shall be final and binding on both parties. Each party will bear its own costs of arbitration but shall split equally the fees of the arbitration and the arbitrator.

16. **Hazardous Substances.** Except as disclosed to and acknowledged in writing by Frontier, Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal or local hazardous waste or environmental law or regulation) at any location where Frontier is to perform services under this Agreement. If during such performance Frontier employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premises to ensure that exposure does not exceed the lowest exposure limit for the protection of workers. Frontier may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Frontier. Performance obligations under this Agreement shall be extended for the period of delay caused by said cleanup or removal. Customer's failure to remove or contain hazardous substances shall entitle Frontier to terminate this Agreement without further liability, in which event Customer shall permit Frontier to remove any equipment that has not been accepted, shall reimburse Frontier for expenses incurred in performing this Agreement until termination (including but not limited to expenses associated with such termination, such as removing equipment, terminating leases, demobilization, etc.), and shall complete payment for any portion of the System that has been accepted.

17. **Force Majeure.** Neither party shall be liable for any delay or failure in performance under this Agreement arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, fire, flood, explosion, riot, embargo, acts of the Government in its sovereign capacity, labor disputes, unavailability of equipment, software or parts from vendors, or changes requested by Customer. The affected party

System Agreement

shall provide prompt notice to the other party and shall be excused from performance to the extent of such caused delays or failures, provided that the party so affected shall use reasonable efforts to remove such causes of such delays or failures and both parties shall proceed whenever such causes are removed or cease. If performance of either party is prevented or delayed by circumstances as described in this section for more than ninety (90) days, either party may terminate the affected Service or Statement of Work. Notwithstanding the foregoing, Customer shall not be relieved of its obligation to make any payments, including any late payment charges as provided in Section 2.2, above, that are due to Frontier hereunder.

18. Assignment. Neither party may, without the prior written consent of the other party, assign or transfer its rights or obligations under this Agreement; consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Frontier may, without prior notice, assign this Agreement, in whole or in part, to any Frontier affiliate or to any successor entity upon the merger, reorganization, consolidation or sale of all or substantially all of Frontier's assets associated with the equipment or Services provided pursuant to this Agreement. For purposes of this Section, "affiliate" shall mean a person or entity that directly or indirectly controls, is controlled by, or is under common control with Frontier. Any attempt to assign this Agreement in contravention of this Section shall be void and of no force and effect.

19. Governing Law. This Agreement shall be governed by the substantive laws of the State of Utah.

20. Non-Waiver/Severability. Either party's failure to enforce any of the provisions of this Agreement or to exercise any right or option is not a waiver of any such provision, right, or option, and shall not affect the validity of this Agreement. Any waiver must be written and signed by the parties. If any provision of this Agreement or the provision of any Service or equipment under the terms hereof is held to be illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or not requiring the provision of such invalid, illegal, or prohibited Service or equipment in such State or jurisdiction.

21. Publicity. Except as required by law, the parties shall keep this Agreement confidential and shall not disclose this Agreement or any of its terms without the other party's written consent. Notwithstanding any contrary term in this Agreement and consistent with applicable law, Frontier may disclose the terms of this Agreement, in whole or in part, to: a) Frontier affiliates; b) Frontier or Frontier affiliate suppliers and/or subcontractors that offer (including new offer or renewal offers), provide, repair, maintain, bill, collect, or perform other functions in connection with Frontier or Frontier affiliate products or services under or in connection with this Agreement; c) successors in interest to Frontier or Frontier affiliates (by merger or otherwise); and/or d) persons to whom Frontier or Frontier affiliates may sell all or part of their respective businesses or assets. Neither party shall use any trademark, trade name, trade dress or any name, picture or logo which is commonly identified with the other party or its affiliates, or from which any association with such party or its affiliates may be inferred or implied, in any manner, including but not limited to advertising, sales promotions, press releases or otherwise, without the prior written permission of such party. Notwithstanding any contrary term in this Agreement, the parties may issue or permit issuance of a press release or other public statement concerning this Agreement, provided, however, that no such release or statement shall be published without the prior mutual consent of the parties.

22. Notice. Any written notice either Party may give the other concerning the subject matter of this Agreement shall be in writing and given or made by means of certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective parties as follows:

To Customer: At Customer's address shown on the first page of the Agreement
Attention: _____

To Frontier: Citizens Telecommunications Company Of Utah
Attention: General Manager
40 W 100 North
Tremonton, UT 84337

Copy to: Frontier Communications Corporation
Attention: Associate General Counsel
3 High Ridge Park

System Agreement

Stamford, CT 06905

Such notice shall be deemed to have been given or made when actually received as specified above. Each Party hereto may change its address by a notice given to the other Party in the manner set forth above.

23. Limitation of Actions. A party may bring no action or demand for arbitration arising out of this Agreement more than two (2) years after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions under state law.

24. Compliance with Laws. Each party shall comply with the provisions of all applicable federal, state, and local laws, ordinances, regulations and codes in its performance under this Agreement or any Statement of Work, including without limitation the export laws of the United States or any country in which Customer receives equipment, software or services.

25. Independent Contractor Relationship; No Agency. Each party understands and agrees that it and its personnel are not agents or employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever. Each party shall indemnify, hold harmless and defend the other against any liabilities, claims, losses and damages (including costs, expenses and reasonable attorneys' fees) arising out of its failure to comply with this provision and any laws, rules or regulations applicable thereto.

26. Interpretation. The Agreement shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

27. Headings. The Section headings used herein are for reference and convenience only and shall not enter into the interpretation of this Agreement.

28. Modifications. This Agreement may only be amended, changed, waived or modified in a written document that is signed by both parties.

29. Entire Agreement. This Agreement, together with any Statement of Work hereunder and any Exhibit hereto, constitutes the entire agreement between the parties pertaining to the subject matter herein and supercedes all prior oral and written proposals, correspondence and memoranda with respect thereto, and no representations, warranties, agreements or covenants, express or implied, of any kind or character whatsoever with respect to such subject matter have been made by either party to the other, except as expressly set forth in this Agreement. In the event of conflicts among the terms of this Agreement, a Statement of Work and/or an Exhibit, the following order of precedence shall apply: the Exhibit, this Agreement, and the Statement of Work.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective representative whose signature appears below have been and are on the date of signature duly authorized to execute this Agreement and that each party has the authority to enter into this Agreement.

Citizens Telecommunications Company Of Utah
(Frontier)

Grand County Sheriff
(Customer)

By: _____
Print
Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

System Agreement

QUOTE F11-1147 & N13-2655

Customer: Grand County Sheriff
 Address: 125 East Center
 Moab, UT 84532

Frontier Sales: William Lepoidevin

Equipment List for UTACS F11-1147

Qty	Part #	Description	Unit Price	Extended Price
2	912809	VOIP ROUTER W/ T1 WIC	\$5,822.42	\$11,644.84
1	912814	ADMIN I/F MODULE 4 PORT	\$1,426.49	\$1,426.49
2	950515	System Architecture Services	\$2,183.41	\$4,366.81
4	960575	Installation - Living Expense Per Day	\$291.12	\$1,164.48
1	960580	Installation - Travel Fee	\$1,819.50	\$1,819.50
1	950510	Project Management	\$379.91	\$379.91
1		Help Desk - Yearly Cost, Starting Year 2-3 (for Routers for Multi-Node configuration)		
1	914100/HD1	IWS Hardware Help Desk (Year 2)	\$349.34	\$349.34
1	914100/HD1	IWS Hardware Help Desk (Year 3)	\$359.83	\$359.83
1		For Maintenance years 4 & 5		
1		Prepaid Software Evergreen - Year 4	\$11,804.63	\$11,804.63
1		Prepaid Software Evergreen - Year 5	\$12,158.78	\$12,158.78
1		Prepaid Help Desk - Year 4	\$4,984.60	\$4,984.60
1		Prepaid Help Desk - Year 5	\$5,134.13	\$5,134.13
1		Frontier Maintenance yrs 4 & 5	\$15,905.14	\$15,905.14
Material Summary				\$71,498.48
Labor, Misc., Warranty, Freight				\$2,143.68
Project Total Investment UTACS F11-1147				\$73,642.16

Equipment List for UTACS N13-2655

Qty	Part #	Description	Unit Price	Extended Price
3	912800	Positron CAMA Gateway Shelf	\$866.25	\$2,598.75
2	912801	Positron CAMA Interface Module	\$2,353.75	\$4,707.50
2	912806	24 Port Switch	\$1,031.25	\$2,062.50
1	912817/BB	7 Foot VIPER Cabinet Prebuilt Product Bundle	\$25,125.00	\$25,125.00
3	912811	Backroom Position Access License	\$1,741.25	\$5,223.75
2	912812	PBX Access License - Per Workstation	\$1,128.75	\$2,257.50
1	912890	VIPER Media Kit		
2	913850/G2	Positron VIPER Enabling Kit (includes IAP/PC cards)	\$2,843.75	\$5,687.50
2	913100	Power 911 Client Access License	\$8,745.63	\$17,491.26
2	913202	Power 911 Server Access License	\$1,745.63	\$3,491.26
2	913152	Power 911 Add On Recorder for Radio	\$525.00	\$1,050.00
1	913100/CD	Power 911 Media	\$87.50	\$87.50
2	919100	Power MAP Standard License	\$3,675.00	\$7,350.00
1	919500	GIS Data Validation and Testing	\$3,125.00	\$3,125.00
2	914102/BB	IWS Workstation Prebuilt Product Bundle	\$2,085.00	\$4,170.00
4	E10009	19" LCD Monitor	\$310.00	\$1,240.00
2	100P000208-001	M-Series Dual Video Card	\$553.75	\$1,107.50
1	914431	IWS Server Tape Backup System	\$3,631.25	\$3,631.25

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1	914210/G6/BB	IWS Type 1 Tower Server Prebuilt Product Bundle	\$6,072.50	\$6,072.50
2	914248/G6	250GB SATA Non Hotplug Hard Disk	\$231.25	\$462.50
1	914121/2	IWS Server - Underlying Software	\$3,283.75	\$3,283.75
1	914422	Additional Backup EXEC SQL Agent	\$1,412.50	\$1,412.50
1	914210/G6/BB	IWS Type 1 Tower Server Prebuilt Product Bundle	\$6,072.50	\$6,072.50
2	914248/G6	250GB SATA Non Hotplug Hard Disk	\$231.25	\$462.50
1	912811	Backroom Position Access License	\$1,741.25	\$1,741.25
1	912812	PBX Access License - Per Workstation	\$1,128.75	\$1,128.75
1	913850/SL	SONIC Interface Kit	\$2,843.75	\$2,843.75
1	913590/M	SONIC Media Kit		
1	913100	Power 911 Client Access License (CAL)	\$8,745.63	\$8,745.63
1	913202	Power 911 Server Access License (SAL)	\$1,745.63	\$1,745.63
1	920102	Power MIS Data License	\$741.13	\$741.13
1	919100	Power MAP Standard License	\$3,675.00	\$3,675.00
1	914110	IWS Laptop Computer	\$3,000.00	\$3,000.00
1	914121/1	IWS Underlying System Software – Workstation	\$341.25	\$341.25
1	914111	Backpack for IWS Laptop Computer	\$93.75	\$93.75
1	914650	Plantronics USB Headset Interface	\$168.75	\$168.75
1	920100	Power MIS Server Software License	\$811.13	\$811.13
1	920101	Power MIS Concurrent Client Access License	\$352.63	\$352.63
2	920102	Power MIS Data Access License	\$741.13	\$1,482.26
1	920100/CD	Power MIS Media & Documentation	\$87.50	\$87.50
1	950100	Site Survey	\$1,875.00	\$1,875.00
3	960575	Site Survey - Living Expense Per Day	\$250.00	\$750.00
1	960580	Site Survey - Travel Fee	\$1,562.50	\$1,562.50
2	950500	Cutover Assistance - Price Per Day	\$1,875.00	\$3,750.00
2	960575	Installation - Living Expense Per Day	\$250.00	\$500.00
1	950850	Positron IWS Staging - up to 8 positions	\$3,750.00	\$3,750.00
1	950856	Backroom Staging - up to 8 positions	\$3,750.00	\$3,750.00
7	950104	Professional Services - Price Per Day	\$1,875.00	\$13,125.00
9	960575	Installation - Living Expense Per Day	\$250.00	\$2,250.00
1	960580	Installation - Travel Fee	\$1,562.50	\$1,562.50
1	960801	Power 911 and MIS Call Taker Training	\$1,875.00	\$1,875.00
2	960801	Power 911and MIS Administrator Training	\$1,875.00	\$3,750.00
5	960575	Training - Living Expense Per Day	\$250.00	\$1,250.00
1	960580	Training - Travel Fee	\$1,562.50	\$1,562.50
1	960801	Power 911 and MIS Call Taker Training	\$1,875.00	\$1,875.00
2	960801	Power 911and MIS Administrator Training	\$1,875.00	\$3,750.00
5	960575	Training - Living Expense Per Day	\$250.00	\$1,250.00
1	960580	Training - Travel Fee	\$1,562.50	\$1,562.50
2	912800/SE1	Positron VIPER Software Evergreen One (1) Year	\$6,211.32	\$12,422.63
2	920000/SE1	Power MIS Software Evergreen One (1) Year	\$521.20	\$1,042.40
2	919100/SE1	Power MAP Software Evergreen One (1) Year	\$2,134.20	\$4,268.40
2	913100/SE1	Power 911 Software Evergreen One (1) Year	\$4,721.07	\$9,442.13
2	911000/HD1	Positron VIPER Help Desk One (1) Year	\$1,327.58	\$2,655.15
2	913100/HD1	Power 911 Help Desk One (1) Year	\$663.60	\$1,327.20
2	920000/HD1	Power MIS Help Desk One (1) Year	\$104.24	\$208.48
2	919100/HD1	Power MAP Help Desk One (1) Year	\$426.90	\$853.80

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2	914100/HD1	IWS Hardware Help Desk One (1) Year	\$945.57	\$1,891.13
1	912814	ADMIN I/F MODULE 4 PORT	\$1,531.25	\$1,531.25
1	950510	Project Management	\$4,036.28	\$4,036.28
1		Stimulus Plan	-\$14,000.00	-\$14,000.00
1	919100/CD	Power MAP Media & Documentation	\$64.00	\$64.00
1			\$2.13	\$2.13

Material Summary				\$210,625.91
Labor, Misc., Warranty, Freight				\$8,839.94

Project Total Investment UTACS N13-2655 \$219,465.85

This Equipment was purchased by Customer on May 16, 2011. All Equipment has been delivered and installed. Customer has paid for all Equipment, Installation and Maintenance Services.

Maintenance Services provided under UTACS F11-1147 commenced on 7/26/2011 and expire 07/25/2016.

Third party services will be provided in accordance with the service descriptions of the respective third party maintenance service providers (generally available on their respective websites) and (ii) the relevant terms and conditions of this Agreement, specifically excluding section 3.2 (termination for convenience).

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Statement of Work Service Plan Description Frontier Voice E911 Customer Premise Equipment (“CPE”) Maintenance Services

Overview of Service:

Frontier’s Voice E911 CPE Maintenance Service (“VM Service”) covers the Equipment detailed in **UTACS F11-1147**. Service begins on the In-Service date and remains in effect for sixty (60) consecutive months for the period **July 26, 2011 through July 25, 2016**.

If Customer selected post-warranty Voice E911 CPE Maintenance Service, Frontier will provide VM Service on the E911 CPE identified in the Quote and /or the Statement of Work and its Appendix for the term identified in the Agreement and applicable Quote (the “Maintenance Service Period”). VM Service covers CPE failure caused by normal wear and tear. VM Service entitles Customer, at Frontier’s option, to supported E911 CPE repair or replacement without additional charge for parts or labor. Frontier will use new and like-new parts, and any old, worn or the like parts replaced become Frontier’s property and the installed replacement parts become the property of Customer. Customer agrees to provide Frontier with access needed to perform VM Service. Frontier will notify Customer’s on-duty supervisor upon arrival at Customer’s site.

VM Service does not cover CPE failure cause by other than normal wear and tear, including without limitation, failures caused by acts or omissions beyond Frontier’s reasonable control, including but not limited to acts of God or third parties, power outages or surges. VM Service does not cover supplementing, rearranging, relocating, modifying or removing E911 CPE. If activities by Customer or others cause safety hazards or equipment malfunctions, Frontier will respond to Customer’s request for service within the time frames mentioned herein, and Customer will be charged Frontier’s then current time and materials charges, which Customer agrees to pay.

Customer shall not be entitled to VM Service if, during the Maintenance Service Period, Customer or a third party (a) fails to follow applicable installation, operation, maintenance or environmental requirements; (b) alters, modifies, enhances, repairs or disassembles the CPE without Frontier’s prior written consent; (c) abuses, misuses or damages the CPE; or (d) relocates the CPE without Frontier’s prior written consent.

Either party may terminate the VM Service upon sixty (60) days prior written notice to the other party. At the end of the Maintenance Service Period, VM Service may be renewed upon mutual written agreement of the parties.

Service Deliverables:

Frontier will provide the following deliverables as part of the VM Service:

Customer may report a CPE failure twenty-four (24) hours a day, seven (7) days a week, by calling Frontier at 877-245-3511 or such other number that Frontier provides Customer in writing, in accordance with the Notices provision under the Agreement. Frontier will respond either remotely or on-site within four (4) hours from the time Frontier is notified of a major failure. For minor failure, Frontier normally dispatches between 8:00 AM and 5:00 PM on the next business day. However, Frontier will dispatch immediately if, in Frontier’s sole discretion, unusual or emergency circumstances exist. For the purposes of this section, “major failure” is defined as any or all of the following: (i) loss of 25% of the call carrying capacity of the system; (ii) loss of 25% of trunks; (iii) loss of 25% of system answering positions; or (iv) loss of ANI or ALI processing capability. All other failures are classified as “minor failures.” The remedies set forth under this Section are Customer’s sole remedies for failures in the CPE.

NOTE:

1. Remedial Software Maintenance. VM Service provides software patches that have been identified by Frontier as necessary during trouble resolution, and as provided from the manufacturer. This does not include software upgrades.
2. Frontier, as its expense, provides new of like-new parts to replace or repair the CPE equipment covered under VM Service.

Response Times:

1. Frontier’s response time for major system failures is four (4) hours.
2. Frontier’s response time for minor System failures will be next business day.

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3. In all cases, response times will be measured from the time the Customer's trouble report is received by Frontier to the time work is started to correct the problem.
4. Response is acknowledgement of a problem and work toward its resolution, involving one or more of the following:
 - a. Remote diagnostics, telephone consultation with respect to issue resolution, remote work to correct a problem with notification to Customer that on-site work is unnecessary.
 - b. Dispatch of technician to Customer's premises.The type of repair response will depend on Customer's equipment and the available remote connections.

Customer Requirements:

1. Customer must provide access to equipment, in a timely manner, during on-site VM Services.
2. Dial-Up connectivity from the Frontier Services Centers, for diagnostic and MAC purposes, is a prerequisite for all equipment covered under VM Service. Customer must provide analog circuit access and Frontier approved connectivity equipment to the CPE or the response times set forth above will be invalid.
3. If additional equipment and / or services are required from the Customer, such equipment and / or services will be set forth in a separate Statement of Work.

**GRAND COUNTY
911 MAINTENANCE
FRONTIER COMMUNICATIONS
QUOTE FOR TWO
ADDITIONAL WIRELESS TRUNK LINES**

MAY 2016

Frontier 2 Wireless Trunks			
Quantity	Monthly	NRC	Service
2	\$156.92	\$80.00	Voice trunk
2	\$42.00	\$0.00	Voice Grade 2-2 Wire Loop
2	\$45.48	\$0.00	VG Interofc Chan/Fixed MI
2	\$69.44	\$0.00	Vc Grd AA SP Trnsprt Per
TOTAL	\$313.84	\$80.00	
Qwest 2 Wireless - EM			435 529 MOAB to 801 578 Salt lake City
Quantity	Monthly	NRC	Service
2	\$44.00	\$710.62	Voice trunk
2	\$120.98	\$63.28	SR Outport
2	\$52.32	\$0.00	CTP Programming on trunk
2	\$65.66	\$134.00	FIXED mileage
402	\$130.24	\$0.00	Variable mileage
2	\$12.78	\$0.00	Federal CALC
2	\$4.76	\$0.00	Access Recovery Charge
1	\$1.86	\$0.00	S/R Inports / COCC - Wireless
TOTAL	\$432.60	\$907.90	
Grand Totals	\$746.44	\$987.90	