

## **Washington Parish Communications District**

805 Pearl Street  
Franklinton, Louisiana 70438  
(985) 839-5625

### **VoIP Implementation Plan**

To ensure the quality and integrity of 9-1-1 service in Washington Parish, Louisiana, it is imperative that the proper integration of VoIP calls into the parish's 9-1-1 system be accomplished in an appropriate manner.

Proper implementation requires that the VoIP Service Provider (VSP) follow the following seven steps :

1. Acquire System Information
2. Notification
3. Agreement
4. Information Exchange
5. System Testing
6. System Maintenance
7. Emergency After Hours Testing Activities After Official System Approval

#### **1. System Information**

The Washington Parish Communications District has sole authority for the operations of the 9-1-1 system in Washington Parish. The Communications District was created by the Washington Parish Government on May 17, 1988, under the provisions authorized by Louisiana Revised Statue 33:9101 et sequentia, and is a component unit of the Washington Parish Government. The purpose of the district is to establish and manage operations of an emergency communications system in Washington Parish.

The PSAP's in Washington Parish are as follows :

**Franklinton Police Department PSAP ID # 8162**

409 11th Ave

Franklinton, Louisiana 70438

Washington Parish

Contact : Joanna Thomas (985) 839-5625

**Bogalusa Police Department PSAP ID # 3055**

111 Memphis St

Bogalusa, Louisiana 70427

Washington Parish

Contact : Joanna Thomas (985) 839-5625

Washington Parish Sheriff's Office **PSAP ID # 3140**

1002 Main Street

Franklinton, Louisiana 70438

Washington Parish

Contact : Joanna Thomas (985) 839-5625

The District receives all 9-1-1 calls from the BellSouth New Orleans Franklin tandem, "NWORLAFRDS0" via three CAMA trunk groups. BellSouth is in the process of moving half of our CAMA trunks in each group to the Carrollton tandem "NWORLACADS0" and alternate 9-1-1 calls between them. A potential VoIP Service Provider would be well advised to consult with BellSouth prior to ordering trunking between the VoIP ESGW and the BellSouth selective router(s).

One group of four CAMA trunks is dedicated to the Bogalusa Police Department PSAP, a second group of four CAMA trunks is dedicated to the Franklinton Police Department PSAP, and a third group of four CAMA trunks is dedicated to the Washington Parish Sheriff's Office PSAP.

All CAMA trunks are terminated at the District's CML Emergency Systems ECS-1000 selective router. Calls and associated ANI/ALI data are distributed to all PSAP's from this single point of entry via the District's private, Wide Area Network (WAN). Wireless Wireline and VoIP calls are plotted at each PSAP's call answering positions.

All 9-1-1 call handling and mapping system equipment is under the administration of the Communications District.

VoIP ESN's in use in Washington Parish, and the related landline ENS's that are included in such, are as follows :

270 (VoIP) contains (Landline) : 250,251,252,253,254,257,259, 262, 263, 264

271 (VoIP) contains (Landline) : 255

272 (VoIP) contains (Landline) : 260

Shell records are currently being developed by Intrado and BellSouth to enable the I2, P2 solution utilizing landline ESN polygons in the form of ArcView shape files by the LIS (Location Information Severr).

Questions or Information Notifications should directed to the Washington Parish Communications District.

Individual PSAP's should never be contacted concerning VoIP E9-1-1 issues.

## **2. Notification**

The second step is the notification of the District that a VoIP Service Provider (VSP) wishes to begin routing calls to Washington Parish. To facilitate the timely deployment of new systems, it is strongly recommended that the VoIP Service Provider contact the appropriate Washington Parish resource, as noted below, with sufficient notice to enable the processing of their request to route calls to Washington Parish PSAP's.

James M. Coleman ENP  
Chairman  
Washington Parish Communications District  
[Wpcde911@itsfast.net](mailto:Wpcde911@itsfast.net)  
(985) 839-5625

## **3. Agreement**

The third step in the implementation process is for the VoIP Service Provider to enter into Memo's of Understanding (MOU) with the Washington Parish Communications District.

The first MOU establishes the mechanism for the VSP to remit 9-1-1 service related fees to the District. This MOU is required for any level of VoIP 9-1-1 services in Washington Parish. Please refer to the "Memorandum of Understanding For the Remittance of 9-1-1 Fees" at the end of this document.

Following the execution of this first MOU, the VSP and the Communications District will then execute a second MOU relating to I2, P2 level VoIP 9-1-1 services. Please refer to the "Memorandum of Understanding For VoIP System Implementation" at the end of this document.

This agreement calls for the routing of VoIP E9-1-1 calls to PSAP wireline ESN's. Where Selective Transfer is utilized for the PSAP, "detail" ESNs are required for VoIP E9-1-1<sup>1</sup> as per NENA's Statement on VoIP E9-1-1 Implementation Issues of March 6, 2006, revised March 20, 2006

Detail ESNs are defined by unique combination of law enforcement, fire, and EMS jurisdictions, and support the logic required to identify and display that jurisdictional detail to the PSAP telecommunicator and allow the use of the Selective Transfer feature.

The Washington Parish Communications District will not agree to the use of a single ESN per PSAP without a specific commitment for the conversion to detail ESNs to support full replication of wireline equivalent E9-1-1 service for fixed/static and nomadic (non-wireless) VoIP subscribers.

If the VSP is not capable of providing call routing to wireline ESN's, and is unwilling to commit to a conversion to detail ESN's, then such VSP's may wish to route 9-1-1 calls to private call centers.

Private call centers should never be utilized as the primary option for delivery of VoIP 9-1-1 calls in E9-1-1 service areas. However, handling of 9-1-1 calls by private call centers to provide human interface and support for 9-1-1 call completion is appropriate during the deployment process until 9-1-1 calls can be accurately routed through the E9-1-1 systems to the appropriate PSAP for the caller's location. Under any circumstances, private call centers should only be considered as a means of last resort.

The VSP should be aware that such routing will prevent the VSP from meeting its requirements under *E911 Requirements for IP-Enabled Service Providers*, FCC 05-116, released June 3, 2005.

<sup>1</sup>Selective Transfer is an E9-1-1 feature that allows the capability to transfer a 9-1-1 call to a response agency by operation of one of several buttons typically designated as police, fire, and emergency medical, based on the stored ESN of the caller. Detail E SNs are defined by unique combination of law enforcement, fire, and EMS jurisdictions, and support the logic required to identify and display that jurisdictional detail to the PSAP telecommunicator and allow the use of the Selective Transfer feature. A Glossary of terms is attached.

#### **4. Information Exchange**

Once both the Memo's of Understanding (MOU's) are in place, the following VoIP 9-1-1 information exchange can take place.

A. The District will supply ESN routing information.

The District will provide Default, Overflow, and Alternate routing information. This information will be officially provided when appropriate. Preliminary information for planning purposes is as follows :

1. Default routing for switch level defaulted calls, where insufficient call data is received to identify and initiate routing to the proper serving PSAP is to be to a "fast busy".
2. Default routing to ten digit PSAP numbers may be approved as a solution for certain system issues. Appropriate ten digit numbers can be obtained from the Communications District during normal business hours or during other hours by the District's 24 x 7 contact point operated by Gage Telephone which serves as the District's 24 x 7 single point of contact. Such authorization will be issued for a specified time period. Direct routing of VoIP 9-1-1 calls to a ten digit number is authorized only on specific request by the VSP.

The contact information for Gage Telephone is as follows :

Gage Telephone Systems – Technician On Call for Washington Parish 9-1-1  
11815 Sun Belt Ct  
Baton Rouge, LA 70809  
[jason@gagetelephone.com](mailto:jason@gagetelephone.com)  
(225) 753-4243  
(800) 960-0032

Ten digit routing numbers will be issued depending on the system conditions at the PSAP. The use of ten digit numbers obtained from sources other than the District or Gage Telephone is not approved and will result in the VSP assuming all liabilities for the unauthorized call routing.

3. Overflow routing for traffic busy or out of service conditions should be to a “fast busy”.

4. Alternate routing based on alarm conditions at the switch should be to a fast busy.

5. Alternate routing to ten digit PSAP numbers may be approved as a solution for certain system issues. Appropriate ten digit numbers can be obtained from the Communications District during normal business hours or during other hours by the District’s 24 x 7 contact point operated by Gage Telephone which serves as the District’s 24 x 7 single point of contact. Such authorization will be issued for a specified time period. Direct routing of VoIP 9-1-1 calls to a ten digit number is authorized only on specific request by the VSP.

B. The District will provide MSAG shell records.

C. The District will supply geo files of Emergency Service Zone (ESZ) boundaries in either MapInfo or ESRI format to the VoIP Service Provider (VSP) for use in the Location Information Server (LIS).

## **5. System Testing**

Once both MOU’s are in place, testing can be scheduled with the District. The District requires at least ten business days notice prior to testing.

### **Prior to Testing**

The VSP shall provide Washington Parish a copy of the VoIP Test Validation Worksheet (representing the data to be tested) and conference bridge information for all participants. Prior to receiving a test date, the VSP should submit their test plan to the District. This test plan should include the following as appropriate :

ESN's to be Tested  
PSAP Name(s)  
Address of Caller Within ESZ  
Overflow (Busy) , Alternate (Busy), Default routing path

Testing should can be scheduled on Tuesdays through Thursdays between 9 AM and 3:00 PM Central time.

### **During Testing**

The District's will have a representative at the PSAP to participate during the test. Upon dialing 9-1-1 the VSP tester shall advise the call-taker that this is a "non-emergency" test call and the following information shall be verified by the tester:

Name of PSAP call routed to  
Call back number  
pANI or ESQK  
Class of service  
Address as it appears on the CPE, including prefixes and suffixes

For new systems multiple calls may be requested by the PSAP dependent upon the quality of the data received.

### **At the PSAP we will validate :**

Call back number  
PANI or ESQK  
Class of service  
Address as it appears on the CPE, including prefixes and suffixes  
English Language Translations (ELTs)  
Plotted location of the call.  
Overflow (Busy) , Alternate (Busy), Default routing arrangements

***Authorization for VoIP cutover will be dependent upon the quality of data received at the PSAP(s). Errors discovered during testing will either be corrected during the testing process or noted for later correction and retesting (as needed).***

## **6. System Maintenance**

It is in the best interest of the VoIP Service Provider and their customers to keep the Parish apprised of plans to change their system.

All new or changed systems must be field tested in accordance with the above testing parameters and scheduled, in advance, with the Parish's 9-1-1 Manager. Please contact the Communications District early on to ensure the timely provisioning, testing and turn-up of planned systems.

The contact information for normally scheduled testing is as follows :

Joanna Thomas  
Manager  
Washington Parish Communications District  
805 Pearl Street  
Franklinton, Louisiana 70438  
[joannathomas@itsfast.net](mailto:joannathomas@itsfast.net)  
(985) 839-5625

**7. Emergency After Hours Testing Activities After Official System Approval**

Please contact the 24 x 7 telephone number for Gage Telephone and advise the on call 911 Technician for Washington Parish and advise them of your needs. The Gage Telephone representative will coordinate testing with the PSAP's and the Communications District.

Gage Telephone Systems – Technician On Call for Washington Parish 9-1-1  
11815 Sun Belt Ct  
Baton Rouge, LA 70809  
[jason@gagetelephone.com](mailto:jason@gagetelephone.com)  
(225) 753-4243  
(800) 960-0032

## DEFINITION OF TERMS

**Default PSAP** – a pre-designated PSAP used to receive a 9-1-1 call when the call cannot be properly selectively routed due to an ANI failure, missing call routing data, or other cause.

**ESGW** – Emergency Service Gateway, an inter-network router used to interface an IP network to a TDM (time division multiplexing) network for delivery of VoIP 9-1-1 calls.  
**ESN** – Emergency Service Number, a three to five digit number which facilitates selective routing through Selective Routing switch translations to the trunk group for a specific PSAP.

**Detail ESN** – (this is a conceptual term for purposes of this document) - a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ). The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies). In order for an SR based selective transfer function to work properly, the ESN used by the SR must be "specific to the ESZ" of the caller. Existing NENA Technical documents define this as a "Routing ESN".

**ESQK** – Emergency Service Query Code, a 10 digit routing code representing the target PSAP for a 9-1-1 call. The ESQK is delivered to the E9-1-1 Selective Router (SR) and to the PSAP. The ESQK is used by the SR as the key to the Selective Routing data associated with the call. The ESQK is subsequently used by the PSAP to request ALI information for the call.

**Selective Router** - The switch that provides the tandem switching of 9-1-1 calls. It controls delivery of the voice call with ANI to the PSAP and provides Selective Routing, Speed Calling, Selective Transfer, Fixed Transfer, and certain maintenance functions for each PSAP.

**Selective Transfer** - The capability to transfer a 9-1-1 call to a response agency by operation of one of several PSAP equipment buttons typically designated as police, fire, and emergency medical, based on the detail ESN of the caller.

**Shell Record** – an ALI record manually established in the ALI servers to represent a pANI code and which have generic data field content meant to be dynamically updated during 9-1-1 call processing to provide call-specific ALI data for subscriber information and callback number. For VoIP E9-1-1 calls, the term pANI is synonymous with ESQK.

## **Memorandum of Understanding For the Remittance of 9-1-1 Fees**

This Memorandum of Understanding (“MOU”), effective as of the last date set forth on the signature pages hereto, is entered into by and among \_\_\_\_\_ (VoIP Service Provider) and The Washington Parish Communications District (hereinafter referred to as “Communications District”) (each individually, a “Party” and collectively, the “Parties”), and sets forth the entire understanding of the Parties relating to the remittance by \_\_\_\_\_ (VoIP Service Provider) or any of its affiliates of 9-1-1 service related fees within the jurisdictional boundaries of the Communications District, i.e. Washington Parish, Louisiana and the acceptance and use by the Communications District of such 9-1-1 fees.

### **A. General Considerations:**

1. \_\_\_\_\_ (VoIP Service Provider) is a provider of interconnected Voice over Internet Protocol (“VoIP”) services to subscribers with 9-1-1 provisioned addresses in the Communications District (“Subscribers”). Pursuant to the Federal Communications Commission’s (“FCC”) First Report and Order in WC Docket Nos. 04-36 and 05-196, released June 3, 2005 (the “9-1-1Order”), \_\_\_\_\_ (VoIP Service Provider) is required to transmit 9-1-1 dialed calls to an appropriate Public Safety Answering Point (“PSAP”) and to also provide automatic number identification (“ANI”) and the caller’s registered location information (“Registered Location”), unless the PSAP is not able to receive such ANI or Registered Location.

2. A regime for cost recovery for 9-1-1 services has been established in the State of Louisiana, which is codified at LSA-R.S. 33:9101 et seq. and in other special acts (“Existing Rules”). \_\_\_\_\_ (VoIP Service Provider) does not believe that nomadic VoIP service is addressed in the Existing Rules, but consistent with the intent of the Existing Rules, \_\_\_\_\_ (VoIP Service Provider)’s desires to begin collecting 9-1-1 fees from its subscribers in the Parish at a rate of \$1.00 per access line of service per month (“9-1-1 Fee”), and remitting such fees to the Communications District. For purposes of this MOU, “subscribers” shall be all \_\_\_\_\_ (VoIP Service Provider)’s subscribers who list the physical location of their primary use location within the jurisdictional boundaries of the Communications District.

### **B. Specific Commitments:**

1. This MOU shall remain in effect in perpetuity, or until terminated by either Party upon thirty (30) days prior written notice to the other Party, whichever is the first to occur. The foregoing notwithstanding, the MOU shall terminate immediately upon the occurrence of any of the following

events: (a) a binding legal determination is made by a court or other legal or regulatory body of competent jurisdiction that \_\_\_\_\_ (VoIP Service Provider)'s \_\_\_\_\_ payments made hereunder are not authorized or permissible; (b) \_\_\_\_\_ (VoIP Service Provider) or any of its affiliates becomes expressly subject to a different 9-1-1 fee remittance regime, regardless of whether such obligation arises by virtue of a new statutory provision, interpretation or reinterpretation of the Existing Rules, or otherwise; or (c) \_\_\_\_\_ (VoIP Service Provider) becomes legally prohibited from passing through 9-1-1 recovery costs to its end users, or is otherwise prevented from recovering such costs.

2. In order to ensure that the 9-1-1 Fee remittance made by \_\_\_\_\_ (VoIP Service Provider) hereunder will be used solely to support the existing 9-1-1 system, the Parties agree that any and all 9-1-1 Fee remittance by \_\_\_\_\_ (VoIP Service Provider) under this MOU is made solely for the purpose of such support, shall be made directly to and placed directly in the Communications District's operating funds, and shall not be placed in the general fund of the state or used for non-9-1-1 related expenditures.

3. Communications District agrees that any and all 9-1-1 Fees remitted by \_\_\_\_\_ (VoIP Service Provider) hereunder shall be expended in a reasonable manner to compensate the 9-1-1 System (which includes certain "communications enhancements" as that term is described in the Existing Rules) that have received (or may receive) \_\_\_\_\_ (VoIP Service Provider)'s emergency calls, and acknowledges that such distribution is an essential condition of \_\_\_\_\_ (VoIP Service Provider)'s agreement to make 9-1-1 Fee remittances to the Communications District. Accordingly, in the event that any money remitted by \_\_\_\_\_ (VoIP Service Provider) hereunder is not distributed in its entirety to the Communications District 9-1-1 System, \_\_\_\_\_ (VoIP Service Provider)'s obligation to remit 9-1-1 related fees hereunder or in any other manner to the Communications District, whether directly or indirectly, shall cease.

4. If any of \_\_\_\_\_ (VoIP Service Provider)'s third party suppliers (such as \_\_\_\_\_ (VoIP Service Provider)'s underlying carrier or database provider) are obligated to pay 9-1-1 related fees with respect to \_\_\_\_\_ (VoIP Service Provider)'s services provided in the Communications District, and it is claimed that \_\_\_\_\_ (VoIP Service Provider) is liable for such fees on a pass through basis or otherwise, or such third party asserts that \_\_\_\_\_ (VoIP Service Provider) is liable for such fees and \_\_\_\_\_ (VoIP Service Provider) pays such fees (including without limitation paying such fees under protest), any such payments will be deducted from any amount due hereunder.

5. Every Subscriber shall be liable for the 9-1-1 Fee imposed under this Subsection until it has been paid to \_\_\_\_\_ (VoIP Service Provider). The duty of \_\_\_\_\_ (VoIP Service Provider) to collect the 9-1-1 Fee shall commence on the next Subscriber billing cycle following the effective date of this MOU. The 9-1-1 Fee shall be added to and may be stated separately in the billing by \_\_\_\_\_ (VoIP Service Provider) to the Subscriber.

(a) \_\_\_\_\_ (VoIP Service Provider) shall have no obligation to take any legal action to enforce the collection of the 9-1-1 Fee. However, upon receipt of written request (but no more frequently than annually), \_\_\_\_\_ (VoIP Service Provider) shall provide the Communications District with a list of the amount uncollected 9-1-1 Fees, together with the names and addresses of those subscribers who carry a balance that can be determined by \_\_\_\_\_ (VoIP Service Provider) to be delinquent in the payment of the 9-1-1 Fee. The 9-1-1 Fee shall be collected at the same time as \_\_\_\_\_ (VoIP Service Provider)'s fees are collected in accordance with the regular billing practice of \_\_\_\_\_ (VoIP Service Provider) .

(b) Good faith compliance by \_\_\_\_\_ (VoIP Service Provider) with this provision shall constitute a complete defense to any legal action or claim which may result from \_\_\_\_\_ (VoIP Service Provider)'s determination of nonpayment and/or the identification of Subscribers in connection therewith.

(c) The amounts collected by \_\_\_\_\_ (VoIP Service Provider) attributable to the 9-1-1 Fee may be payable by \_\_\_\_\_ (VoIP Service Provider) on a monthly basis, but shall be remitted no less frequently than quarterly.

(d) The form attached hereto as Exhibit "A" shall be completed and filed with the Communications District, together with a remittance of the amount of 9-1-1 Fee collected payable to the Communications District.

(e) \_\_\_\_\_ (VoIP Service Provider) shall maintain records of the amount of the 9-1-1 Fee collected for a period of at least twelve months from date of collection. The Communications District may, at its expense and subject to \_\_\_\_\_ (VoIP Service Provider)'s reasonable confidentiality/Subscriber privacy concerns, require an annual audit of \_\_\_\_\_ (VoIP Service Provider)'s books and records with respect to the collection and remittance of the 9-1-1 Fee.

(f) From the gross receipts to be remitted to the Communications District, \_\_\_\_\_ (VoIP Service Provider) shall be entitled to retain as an administrative fee, an amount equal to one percent thereof.

### **C. General Representations:**

1. The Parties acknowledge and agree that \_\_\_\_\_ (VoIP Service Provider)'s remittance of 9-1-1 Fees hereunder is consistent with applicable statute, rule, regulation and law, and that \_\_\_\_\_ (VoIP Service Provider)'s remittances described herein and collection of such sums from its subscribers discharges any and all responsibility \_\_\_\_\_ (VoIP Service Provider) may have related to 9-1-1 Fees remittance. In support of this representation, Communications District agrees that it will reasonably and in good faith cooperate with \_\_\_\_\_ (VoIP Service Provider) in the event that \_\_\_\_\_ (VoIP Service Provider) either now or in the future seeks to obtain an advisory opinion in a form reasonably acceptable to \_\_\_\_\_ (VoIP Service Provider) from the Office of the Attorney General for the State of Louisiana which provides that in the opinion of the Office of the Attorney General, remittance by \_\_\_\_\_ (VoIP Service Provider) as set forth hereunder does not contravene and is consistent with applicable law.

2. The Parties understand and agree that the magnitude, timing and other specific attributes of the payments to be made by \_\_\_\_\_ (VoIP Service Provider) hereunder have been specifically agreed upon in connection with the Parties' respective considerations and analyses of the laws and regulations of the State of Louisiana and, therefore, that the arrangements set forth herein are not applicable or appropriate for use in any other jurisdiction. This MOU is intended to relate only to the specific matters referred to herein. Except with respect to enforcement of the specific terms of this MOU or as otherwise set forth herein, no Party shall be deemed to have approved, accepted, agreed or consented to any principal or precedential determination, or be prejudiced or bound thereby in any legal proceeding. This MOU is not intended to have and shall not have any precedential effect on 9-1-1 recovery fees applied to services provided by third parties, regardless of the extent to which those services resemble services provided by \_\_\_\_\_ (VoIP Service Provider).

3. For the purposes of this Agreement, the Communications District acknowledges that \_\_\_\_\_ (VoIP Service Provider) represents and asserts that neither \_\_\_\_\_ (VoIP Service Provider) nor any of its affiliates is a telecommunications service provider; and that nothing in this Agreement shall be construed or interpreted to the contrary. However, in recognition of the value to \_\_\_\_\_ (VoIP Service Provider) of being interconnected with the Communication District's 9-1-1 System and with the understanding that the payments made by \_\_\_\_\_ (VoIP Service Provider) hereunder are intended by both Parties to help defray the costs of providing such

interconnection and ancillary services incurred by the Communications District, \_\_\_\_\_ (VoIP Service Provider) agrees to remit 9-1-1 fees in the amount, and consistent with the terms set forth under the Existing Rules and this MOU; provided that doing so shall in no way indicate or otherwise suggest that \_\_\_\_\_ (VoIP Service Provider) is or represents itself as being a telecommunications service provider. Further, \_\_\_\_\_ (VoIP Service Provider) shall be under no obligation to make any such payments for any period during which the Communications District:

- (i) fails or refuses to provide any 9-1-1 interconnection or ancillary service to \_\_\_\_\_ (VoIP Service Provider), or
- (ii) provides such 9-1-1 interconnection or ancillary services to \_\_\_\_\_ (VoIP Service Provider) on terms that are less favorable than the terms afforded to any other user of such 9-1-1 interconnection or ancillary services in the Communications District, including without limitation any local exchange carrier.

**D. Miscellaneous:**

1. This MOU is binding upon the Parties hereto, and their respective employees, agents, shareholders, officers, directors, officials, representatives, delegates, executors, administrators and trustees (in their representative capacities). Communications District represents and warrants that it has authority to enter into this MOU and to bind the Communications District to the terms hereof.

2. The Parties agree that the 9-1-1 Fee remittances made by \_\_\_\_\_ (VoIP Service Provider) hereunder are intended to, and shall, fully discharge any obligation that \_\_\_\_\_ (VoIP Service Provider) or any of its affiliates may arguably have to pay 9-1-1 related fees, for the period during which this MOU remains effective.

3. No provision of this MOU is intended, nor shall any be interpreted, to provide any person not a party to this MOU with any remedy, claim, liability, reimbursement, or cause of action or create any other third party beneficiary right(s).

4. Neither Party may assign or transfer its rights or obligations under this MOU, in whole or in part, without the written consent of the other Party, except that \_\_\_\_\_ (VoIP Service Provider) may assign its rights and obligations hereunder: (a) to any subsidiary, parent company, or affiliate; (b) pursuant to any sale or transfer of substantially all of the business; or (c) pursuant to any financing, merger, or reorganization. The benefits and obligations of this MOU shall inure to the successor entity for any assignment permitted under this paragraph.

5. Except as required by law, neither of the Parties will issue any public report or statement or otherwise release any information pertaining to the matters contemplated by this MOU without the prior written consent of the other Party.

6. This MOU, and any documents specifically referenced therein, constitutes the entire understanding between the Parties, supersedes all previous representations, understandings or agreements.

7. This MOU shall not be modified, amended or in any way altered except by an instrument in writing signed by authorized representatives of both Parties. By signing below, the Parties acknowledge their respective understanding to the provisions contained within this MOU.

8. This agreement shall be construed and/or interpreted under the laws of the State of Louisiana. If any clause herein is found to be invalid or against public policy, then only the clause or clauses found invalid shall be stricken, and all other clauses shall remain binding on the parties.

\_\_\_\_\_ (VoIP Service Provider)

By:  
Name:  
Title:  
Date

Washington Parish Communications District

By:  
Name:  
Title:  
Date

## **Memorandum of Understanding For VoIP System Implementation**

This Memorandum of Understanding (“MOU”), effective as of the last date set forth on the signature pages hereto, is entered into by and among \_\_\_\_\_ (VoIP Service Provider) and The Washington Parish Communications District (hereinafter referred to as “Communications District”) (each individually, a “Party” and collectively, the “Parties”), and sets forth the entire understanding of the Parties relating to VoIP system operations by \_\_\_\_\_ (VoIP Service Provider) or any of its affiliates of VoIP system operations within the jurisdictional boundaries of the Communications District, i.e. Washington Parish, Louisiana.

### **A. General Considerations:**

1. \_\_\_\_\_ (VoIP Service Provider) is a provider of interconnected Voice over Internet Protocol (“VoIP”) services to subscribers with 9-1-1 provisioned addresses in the Communications District (“Subscribers”). Pursuant to the Federal Communications Commission’s (“FCC”) First Report and Order in WC Docket Nos. 04-36 and 05-196, released June 3, 2005 (the “9-1-1 Order”), \_\_\_\_\_ (VoIP Service Provider) is required to transmit 9-1-1 dialed calls to an appropriate Public Safety Answering Point (“PSAP”) and to also provide automatic number identification (“ANI”) and the caller’s registered location information (“Registered Location”), unless the PSAP is not able to receive such ANI or Registered Location.
2. For the purposes of this Agreement, the Communications District acknowledges that \_\_\_\_\_ (VoIP Service Provider) represents and asserts that neither \_\_\_\_\_ (VoIP Service Provider) nor any of its affiliates is a telecommunications service provider; and that nothing in this Agreement shall be construed or interpreted to the contrary.

### **B. Specific Commitments:**

- **VoIP I2, Phase 1**

\_\_\_\_\_ (VoIP Service Provider) will use all commercially reasonable efforts, together with its third party E9-1-1 service vendors to begin VoIP E9-1-1 service throughout the area served by the Washington Parish Communications District utilizing a single “Emergency Services Number” (ESN) service configuration with 30 days of the execution by the parties to this agreement. Specifically, under VoIP I2, Phase 1, \_\_\_\_\_ (VoIP Service Provider) will be permitted to provide E9-1-1 service capability using the single VoIP ESN configuration for each PSAP within the Washington Parish Communications District’s jurisdiction.

In this regard, the parties agree to cooperate as follows :

- Within 5 business days from execution of this MOU, the Washington Parish Communications District will assign a single VoIP ESN per PSAP for use in VoIP I2, Phase 1.
- The Washington Parish Communications District agrees to facilitate and cooperate with the prompt testing of the VoIP I2, Phase 1 solution.
- In the interim period before \_\_\_\_\_ (VoIP Service Provider) is able to deploy VoIP I2, Phase 1 service using a single ESN per PSAP configuration, the Washington Parish Communications District will permit \_\_\_\_\_ (VoIP Service Provider) to route warm transfers to occur from the VoIP Service Provider's 9-1-1 call center to the appropriate Washington Parish PSAP via 10 digit emergency communications line. Washington Parish Communications District will not permit the direct routing of 9-1-1 calls to these 10 digit emergency lines.
- The Washington Parish Communications District and \_\_\_\_\_ (VoIP Service Provider) agree to notify the local E9-1-1 SSP, (system service provider BellSouth) within 5 business days of the execution of this MOU, so that the SSP can begin working on the master street address guide (MSAG) shell records and service order input (SOI) loads that are necessary for VoIP I2, Phase 1 deployment.
- The Washington Parish Communications District agrees to work cooperatively and in good faith with the relevant parties, and to facilitate \_\_\_\_\_ (VoIP Service Provider)'s efforts with the relevant parties to test and deploy VoIP I2, Phase 1 service throughout the Washington Parish Communications District jurisdiction.
- Each party shall hold all information provided by the other party, confidential pursuant to the terms of this agreement. In no case shall this provision supercede Louisiana's public record requirements under Louisiana Revised Statutes 44:31(B)2 et sequential.

- **VoIP I2, Phase 2**

The parties will cooperate and work in good faith to deploy a "multiple ESN" service configuration. Within 5 business days from the execution of this MOU, the parties will identify the relevant PSAP's within Washington Parish, obtain boundary shape files, work cooperatively with the SSP, to enable an appropriate number of test calls using a multiple ESN configuration. Following the test calls and a resolution of any system issues, VoIP I2, Phase 2 will be deployed with Washington Parish.

Notwithstanding the foregoing, however, the parties recognize and agree that timely multiple ESN service configuration deployment can not be achieved unless and until the Washington Parish Communications District first provides the following :

- Accurate and complete boundary shape files, including the Washington Parish Communications District ESN boundaries will be provided the VoIP service provider.
- A soft copy of the MSAG as a text or Excel file as routinely transmitted to the Washington Parish Communications District by the SSP.
- The parties agree that a soft copy of the MSAG may have to be supplied by the SSP directly to VoIP service provider, in which a charge may be passed on from the SSP to the VoIP service provider.
- The Washington Parish Communications District will provide the VoIP service provider with updated MSAG files as they become available.
- The Washington Parish Communications District agrees to work with the SSP to insure that the E9-1-1 system is provisioned to allow the VoIP service provider to deliver calls in a manner consistent with the requirements set forth under this MOU for I2, Phase 2.
- All data held by the Washington Parish Communications District will be made available to the VoIP service provider at no cost, except for those costs which might be charged by the SSP for delivery of the soft MSAG.
- The Washington Parish Communications District agrees to participate in implementation testing at times agreeable to both the District and the VoIP service provider.

Upon completion of the PSAP I2, Phase 2 test trial, the VoIP service provider and the Washington Parish Communications District will establish a projected completion date for the implementation of and migration to the multiple ESN service configuration for the PSAP's under the responsibility of the District.

Nevertheless, during the process of full migration to the multiple ESN service configuration, the following obligations shall apply :

- \_\_\_\_\_ (VoIP Service Provider) agrees to update boundary and other PSAP routing data in a time frame consistent with NENA standards, or if no standard exists, then on a semi-annual basis.

- \_\_\_\_\_ (VoIP Service Provider) agrees to participate in implementation testing which shall involve one successful test call per ESQK based on wireline compatible multiple ESN service configuration call routing.
- \_\_\_\_\_ (VoIP Service Provider) agrees to implement 3 ESQK's per ESN, unless the parties agree that additional ESQK's are required in light of the circumstances.
- \_\_\_\_\_ (VoIP Service Provider) agrees to provide the Washington Parish Communications District with a trouble resolution process as well as 24 x 7 emergency contact information.

In the event that the VoIP service provider and the Washington Parish Communications District agree to adopt the MSAG routing option, the following shall apply :

- The Washington Parish Communications District will no longer be required to provide boundary shape files.
- The Washington Parish Communications District agrees to continue to provide the VoIP service provider with updated MSAG files unless they must be supplied by the SSP directly to VoIP service provider.
- \_\_\_\_\_ (VoIP Service Provider) agrees, either itself or through its third party vendor, to MSAG validate new subscriber addresses and to work in good faith with the Washington Parish Communications District to resolve any data errors.
- \_\_\_\_\_ (VoIP Service Provider) agrees to route 9-1-1 VoIP calls based on the MSAG.

**C. Term**

The term of this MOU shall commence on the date of the last signature below, and shall expire / terminate upon the earlier of the successful completion of VoIP I2, Phase 2 testing between the parties.

**D. Relationship of Parties**

Nothing in this MOU shall be construed to construct a joint venture, partnership, or agency relationship. Neither party is authorized to represent, bind, obligate, or contract on behalf of the other.

Each party represents and warrants that it has authority to enter into this MOU and to bind itself to the terms herein. No provision of this MOU is intended, nor shall any be interpreted to provide any person, not a party to this MOU with

an remedy, claim, liability, reimbursement, or cause of action or create any other third party beneficiary right(s).

**E. Intellectual Property Rights**

None of the parties shall have or acquire hereunder any right whatsoever in any preexisting or independently developed intellectual property (including by way of example, any patent, copyright, trademark, trade secret, know-how, etc.) of the other party as a result of this MOU. Nothing in this MOU is intended or shall be construed as a transfer, grant, license release or waiver of any intellectual property right of any party, or any similar right recognized in any Country or jurisdiction worldwide.

**F. Public Announcement**

Except as required by law, neither of the Parties will issue any public report or statement or otherwise release any information pertaining to the matters contemplated by this MOU without the prior written consent of the other Party.

**G. Notices**

All notices concerning this MOU shall be in writing and shall be deemed given upon receipt. All notices shall be sent by registered or certified mail, by overnight courier service, facsimile transmission with electronic confirmation of delivery, or by other means agreed upon by both parties. Either party may change the names or addresses to which notices must be sent by sending a written notice to the other party.

Notices to the Washington Parish Communications District should be sent to :  
Joanna Thomas, Manager, 805 Pearl Street, Franklinton, Louisiana 70438.  
FAX (985) 839-5669.

Notices to the VoIP Service Provider should be sent to : \_\_\_\_\_  
(VoIP Service Provider), \_\_\_\_\_ (VoIP Service Provider  
Address).

**H. Amendment**

This MOU shall not be modified, amended or in any way altered except by an instrument in writing signed by authorized representatives of both Parties. By signing below, the Parties acknowledge their respective understanding to the provisions contained within this MOU.

**I. Limitation of Liability**

Each party will be responsible for its own expenses related in any way to

activities or transactions carried out pursuant to this MOU. None of the parties shall be liable to the others for any consequential or special damages, including loss of profits, with respect to the subject matter of this MOU.

No provision of this MOU is intended, nor shall any be interpreted, to provide any person not a party to this MOU with any remedy, claim, liability, reimbursement, or cause of action or create any other third party beneficiary right(s).

**J. Miscellaneous:**

1. This MOU is binding upon the Parties hereto, and their respective employees, agents, shareholders, officers, directors, officials, representatives, delegates, executors, administrators and trustees (in their representative capacities). Communications District represents and warrants that it has authority to enter into this MOU and to bind the Communications District to the terms hereof.

2. Neither Party may assign or transfer its rights or obligations under this MOU, in whole or in part, without the written consent of the other Party.

3. This MOU, and any documents specifically referenced therein, constitutes the entire understanding between the Parties, supersedes all previous representations, understandings or agreements.

4. This agreement shall be construed and/or interpreted under the laws of the State of Louisiana. If any clause herein is found to be invalid or against public policy, then only the clause or clauses found invalid shall be stricken, and all other clauses shall remain binding on the parties.

\_\_\_\_\_ (VoIP Service Provider)

By:  
Name:  
Title:  
Date

Washington Parish Communications District

By:  
Name:  
Title:  
Date

EXHIBIT "A"  
(VoIP Service Provider)

9-1-1 REMITTANCE

Date: \_\_\_\_\_

Washington Parish Communications District  
Attn: Joanna Thomas  
805 Pearl Street  
Franklinton, Louisiana 70438

Enclosed you will find check number XXXXX in the amount of \$XX,XXX.XX for the \_\_\_\_\_ Parish E9-1-1 Fee for the time period indicated below:

Time Period Covered: Month, Day, Year through Month, Day Year

Total Subscribers billed: XX,XXX x \$1.00 = \$XX,XXX.XX

(

Less Administrative Fee (1% of Total) (\$X,XXX.XX)

Total Remittance \$XX,XXX.XX

Should you have any questions regarding this remittance, please do not hesitate to contact me. You may reach me at (contact telephone number & extension, email, fax, etc.)

Sincerely,

Name of Person Mailing Remittance  
Title Address  
City ST Zip

Enclosure (Check)