

Shelly Holzerland is inviting you to a scheduled Zoom meeting.

Topic: PSAP Governance Board Meeting

Time: May 10, 2022 02:00 PM Central Time (US and Canada)

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**PSAP GOVERNANCE BOARD MEETING**  
**Meeting Room – 1<sup>st</sup> Floor Police Dept**  
725 N. Park Ave, Fremont  
**May 10, 2022 2:00 p.m.**

**AGENDA**

1. Meeting called to order
2. Open Meeting Act
3. Roll Call
4. Approve minutes of March 2, 2022 meeting.
5. Approve MOU for sharing 911 equipment with Nebraska State Patrol
6. Receive and possible action on recommendation from Operations Board on proposals for Dodge County Radio Administrator.
7. Review and possible action on cost proposal from Lumen for ESINet connections.
8. Adjourn

A current copy of the meeting agenda is available in the Communications Center at 725 N. Park



**March 2, 2022**  
**PSAP GOVERNANCE BOARD MEETING**  
**DRAFT MINUTES**  
**Meeting Room – 1<sup>st</sup> Floor Police Dept.**  
725 N. Park Ave, Fremont  
**9:00 a.m.**

A meeting of the Fremont/Dodge County PSAP Governing Board was held on March 2, 2022, on the first-floor meeting room of the Fremont Police Department at 725 N. Park Avenue, Fremont, Nebraska. The meeting was called to order by Chairman Joey Spellerberg. The meeting was preceded by a publicized notice in the Fremont Tribune and the agenda displayed in the Fremont Police/PSAP lobby and is open to the public. A copy of the open meeting law is available for public inspection.

Roll call showed Board Members Joey Spellerberg, Greg Beam, Doug Backens, Glen Ellis, Mark Jensen, and James Vaughan present in the room. Bob Missel was absent. 5 present, 1 absent. Shelly Holzerland, ex officio present. Guests were Chief Todd Bernt, Tom Christensen, and Lead Dispatcher Jamie Carlson.

The draft minutes of the October 26, 2021 meeting were distributed prior to the meeting and available in hard copy at the meeting. Mr. Jensen moved to accept the minutes of the October 26, 2021 meeting and Mr. Vaughan seconded the motion.

Vote: Aye: Spellerberg, Ellis, Vaughan, Backens, Beam, Jensen

No: None Motion passed

***Information Topic: Draft MOU for equipment sharing with Nebraska State Patrol***

The Nebraska State Patrol (NSP) has approached Fremont/Dodge County Communications about sharing 911 equipment. Currently NSP does not receive 911 calls. When 911 calls are transferred to them, they do not receive the mapping location and telephone number identification data that a 911 center has. This can keep NSP from being able to accurately identify the location of the caller. NSP has proposed to use the 911 servers at FDCC to get this data to their dispatch centers. Since FDCC is part of a Next Generation 911 region and will be

part of the Nebraska emergency services IP network, a transfer from any PSAP in Nebraska could route through the equipment at Fremont and deliver location data to NSP. The draft agreement mirrors the regional agreements in that NSP will pay all of their own costs to connect to the 911 service, equipment their dispatch centers and maintain their own equipment. In addition, they will share in the support costs of the 911 equipment at Dodge and Colfax counties, the same as the other PSAPs in the region. This will reduce the support costs for everyone.

The draft is presented as information only. Currently it has been distributed to NSP and to the regional member counties for legal review. Once that is completed it will be brought to the city council and county board for approval and signature.

### ***Cost sharing model for providing services to Burt County***

Shelly reported that talks have begun with Burt County to develop a plan to provide part-time dispatching services to their county. The updated regional 911 equipment allows for call-taking but a solution to radio and fire paging must be studied. The radio shops for both PSAPs have met and are discussing possible solutions.

The city attorney is working on a draft MOU. A decision needs to be made on how Burt County would be charged for the dispatching services. Currently the Sheriff in Burt County is interested in half-time services from 8:00 a.m. to 8:00 p.m.

Shelly has researched how other counties have calculated a price for their services. Southeast Communications in Beatrice dispatches for another county and another city. They explored three different options. Included in the agenda packet and handed out at the meeting was a document that showed the calculations for the three options.

The first is to split the costs based on population. Using this formula, Burt County would pay 15% of the budget and 85% would be left to Dodge County. Using numbers from 2021, this would result in Burt county paying \$112,600 for dispatch services.

The second option would be to split the budget in half, with each county paying half the expense. This would result in \$750,632 for each county with Burt County paying half of that amount for half-time services (\$375,316.)

The third option is to base the charges on Calls for Service. This is the option that Southeast Communications and Platte County use. The two things that help quantify the workload in dispatch are the number of calls for service and the amount of radio traffic. Burt County does not have a fully automated computer aided disaptch system. Some of their data is produced manually so it's difficult to accurately compare numbers. Once FDCC started providing the service, the same computer system would be counting the calls for service and the radio traffic that FDCC is providing and we could make a more accurate count using this option. Using the

data that Burt County provided, the calculations show that in 2021 the costs per call would have been \$16.08 per call. This would result in their yearly obligation being \$75,753 for 2021.

Mr. Jensen wondered if additional dispatchers would be needed. Based on the numbers provided, the workload could be handled by FDCC if it were fully staffed. Currently the dispatch center has one in training and two openings. With adequate staffing it would not be necessary to add on more dispatcher at this time.

Mr. Vaughan moved to use option 1 for year one, since we do not have accurate numbers to base option 3 on. After the first year of service, when all of the counts could be made from the FDCC computer, the method of determining charges will be reevaluated. Mr. Ellis seconded the motion.

Vote: Aye: Spellerberg, Ellis, Vaughan, Backens, Beam, Jensen  
No: None Motion passed

### ***Interlocal Agreement with Burt County***

This item was placed on the agenda however without the decision on how payment would be calculated, it was decided not to publicize a draft. Now that the decision has been made, the draft will be completed.

Mr. Jensen moved to continue this item to the next meeting. Mr. Vaughan seconded the motion.

Vote: Aye: Spellerberg, Ellis, Vaughan, Backens, Beam, Jensen  
No: None Motion passed

### ***Additional Map layers and Cloud Migration***

**Cloud Migration:** Shelly reports that the mapping company, Geo-Comm, is migrating their current system to the cloud and the PSAP will need to accommodate that. The current support contract will be ready for renewal in April so Geo-Comm is proposing to do the migration and sign a new 5-year support contract. The amount charged to the PSAP will remain almost the same. The new support contract will include support for the Fremont Police and Fremont Fire applications as well and will be charged back to those departments. The PSAP as well as police and fire are very happy with the product and support that Geo-comm has provided. The Fremont IT department has reviewed and approved the move. Mr. Vaughan moved to accept the change in the mapping software and Mr. Ellis seconded the motion.

Vote: Aye: Spellerberg, Ellis, Vaughan, Backens, Beam, Jensen  
No: None Motion passed

**Additional Map Layers** This project was budgeted by the PSAP. This is a project to add additional layers to the dispatch and responder maps. This will include Hazmat sites, schools, fire hydrants and a z- axis in multi floor buildings.

Mr. Jensen moved to accept the additional map layers, Mr. Vaughan seconded the motion.

Vote: Aye: Spellerberg, Ellis, Vaughan, Backens, Beam, Jensen

No: None Motion passed

### ***Review and Acceptance of EMD proposal***

Shelly reports that two years ago, this project was proposed for the budget and quotes were obtained. Due to the unknown expenses from the 2019 flooding, the project was cut from the PSAP budget and the old system was continued. The old system that is still in use is past end of life and support is not available to it. It needs some updates to the protocols. It is not customizable and was very cumbersome during the pandemic, as it could not be adjusted to meet the needs of the responders during this time. There are three companies that provide Emergency Medical Protocol systems. Two provided demos and pricing. The third declined to respond. The APCO Intellicom is the system selected by the PSAP staff and is also the lowest bid. It is provided by the leading emergency communications organization in the country and is a quality product. The city IT department has reviewed and approved. Shelly has applied to the county for ARPA funding and it looks promising that it will be awarded.

Mr. Vaughan moved to accept the project and move forward, Mr. Backens seconded the motion.

Vote: Aye: Spellerberg, Ellis, Vaughan, Backens, Beam, Jensen

No: None Motion passed

### ***Review and acceptance of RFP for County Radio Administrator Services.***

Included in the agenda packet and distributed at the meeting was a draft of the expected jobs/tasks/support for a Radio Systems Administrator. The County radio project is nearing completion and support services will be needed to keep the system maintained and to address problems. The Radio Systems Administrator will support the county radio system by working with ORION, programming user radios, helping troubleshoot issues with the dispatch consoles, regularly checking the tower sites and various other support duties.

Mr. Ellis questioned why an employee wasn't being hired to do this work. Currently about 50% of the work is routine duties such as programming radios and working with the responder agencies. The other 50% is responding to issues and problems, usually after hours. The number of emergency issues will reduce once the County system is completed and everyone is working on the new system.

Shelly suggested that since the Operations Board oversees the county radio system, it would make sense for them to manage the RFP, review the bids and make a recommendation to the Governance Board. The board agreed. Mr. Jensen moved to accept the language for the RFP for the County Radio Administrator Services and Mr. Vaughan seconded the motion.

Vote: Aye: Spellerberg, Ellis, Vaughan, Backens, Beam, Jensen  
No: None Motion passed

***Motion to adjourn***

At 9:37 a.m. Mr. Vaughan moved to adjourn and Mr. Backens seconded the motion.

Vote: Aye: Spellerberg, Ellis, Vaughan, Backens, Beam, Jensen  
No: None Motion passed

DRAFT

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN**

**The Members of MidEast Region of PSAPs**

AND

**The Nebraska State Patrol**

This Memorandum of Understanding (hereinafter “MOU”) is made and entered into on April \_\_\_\_, 2022, by and between **Fremont/Dodge County Governance Board, Colfax County Board of Supervisors, Burt County Board of Supervisors, and Cuming County Board of Supervisors (each a “Primary PSAP” and together the “MidEast Region”)** and the **Nebraska State Patrol (“NSP”)** collectively referred to as “Parties.”

**WHEREAS**, the Parties to this Agreement wish to facilitate efficient 9-1-1 call transfers between the NSP and the members of the MidEast Region for purposes of public safety response, and

**WHEREAS**, the Parties to this Agreement agree to collaborate and provide regional connectivity for purposes of 9-1-1 call transfers between the Primary PSAPs and the NSP via the statewide ESInet, and

**WHEREAS**, such connectivity will also allow for 9-1-1 call transfers between the NSP and the other Nebraska public safety answering points that are connected to the statewide ESInet, and

**WHEREAS**, the parties desire to formalize their decisions regarding said NSP connectivity to the statewide ESInet via the MidEast Region;

**NOW, THEREFORE**, Pursuant to The Interlocal Cooperation Act of the State of Nebraska, being specifically Neb. Rev. Stat. §13-801 et. seq., which allows public agencies to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities, in a manner and pursuant to forms of governmental organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments of local communities:

**CONNECTION TO THE MIDEAST REGION OF PSAPS**

The Primary PSAPS will permit the NSP to connect as a secondary agency to the MidEast Region of PSAPs for the primary purpose of permitting 9-1-1 call transfers to be made on an as-needed basis to the NSP from each public safety answering point connected to the statewide ESInet, including voice and ANI/ALI information (where possible), and all applicable data and information obtained from the 9-1-1 caller prior to such transfer. NSP as the secondary agency will be a remote site position off of the Midwest Regional Host site position. The secondary agency will not take direct 911 calls, only transfers.

**CALL PROCESSING PROCEDURES**

Parties will share call handling and call documentation procedures to inform one another of the



specifics of each other's operation. Parties will make an effort to align with the call documentation procedures when handling calls from the other's jurisdiction.

### **RECORDS MAINTENANCE**

At a minimum, the NSP will maintain call record documentation provided verbally from the transferring public safety answering point including location, nature, call back number, caller name, transcript of text to 911 (if applicable), and all pertinent notes related to the incident.

### **AGREEMENT MAINTENANCE**

The parties agree to review this Agreement on an annual basis to update any processes or understandings. The parties entering into this Agreement acknowledge that any modifications to this agreement must be by mutual consent, in writing, and will be treated as an amendment to this Agreement.

### **TRAINING**

Within 60 days of the execution of this Agreement, the parties agree to conduct and document the appropriate training of their respective staff on these processes and procedures agreed to by the Parties.

### **COSTS**

NSP is solely responsible for all related costs, including but not limited to, initial software, hardware and equipment purchasing, installation and network connectivity. Upon completion of the initial set up for all programming, hardware and software, Parties shall share the costs of maintenance as further described below:

The Nebraska State Patrol will pay their share of the total cost of host maintenance based on one half of the number of workstations located at each of the NSP comm centers. Such maintenance costs shall be presented in writing to the group Forty-five (45) days prior to the due date.

- Any Host maintenance and/or upgrades will be done under the contracts that Fremont/Dodge County 911, Colfax County have with CenturyLink. Fremont/Dodge County 911 will then invoice any other Parties for their portion of the costs in accordance with the paragraphs above, incorporated herein by reference.
- Provide for the maintenance of their own workstations and any unique interface costs as well as the costs of third-party mapping software and connectivity costs.
- Identify backup telephone numbers that the 9-1-1 calls could be routed to in the event of failure.
- Participate in the configuration MidEast Region to provide redundancy and failover.
- Secondary Agency will follow any security guidelines that may be provided by the Call Handling Equipment ("CHE") vendor.
- This agreement shall modify the February 25, 2020, September 28, 2020 and January 28, 2021 Interlocal Agreements between the Primary PSAPs to incorporate

NSP into the sharing of costs relative to 911 call handling equipment to also include one-time and recurring costs to create and maintain an aggregated regional GIS data set that will be used by the Parties in conjunction with the 9-1-1 call handling equipment. The costs associated with the aggregation and sharing of GIS data for 9-1-1 will be paid in accordance with the provisions set forth herein, provided, however, that each Party will be responsible for paying the cost of the 9-1-1 mapping software used in its own PSAP.

**COMMITMENT**

The Parties agree to provide this support to each other without expectation of financial reimbursement other than those amounts set forth above.

**TERMS**

The terms of this agreement, as modified with the consent of the parties will remain in effect until April\_\_\_\_, [2025], unless earlier terminated as provided herein.

**MODIFICATION**

This agreement shall be modified upon written mutual consent of the Parties as the contacts listed below.

DODGE COUNTY  
County Sheriff & Director of Communications/911  
Dodge County Sheriff's Office 725 N Park Ave  
428 N. Broad St. Fremont, NE 68025  
Fremont, NE 68025  
(402) 727-2702 (402) 727-2677

COLFAX COUNTY  
Sheriff of Colfax County & Director of Communications/911  
411 E. 11<sup>th</sup> St. 411 E. 11<sup>th</sup> St.  
Schuyler, NE 68661 Schuyler, NE 68661  
(402) 352-8526 (402) 352-8526

BURT COUNTY  
Sheriff of Burt County & Director of Communications/911  
111 N 13th St. 111 N. 13<sup>th</sup> St.  
Tekamah, NE 68061 Tekamah, NE 68061  
(402) 374-2900 (402) 374-2900

CUMING COUNTY & Director of Communications/911  
Sheriff of Cuming County 200 S Lincoln St  
200 S Lincoln St West Point, NE 68788  
West Point, NE 68788 (402) 372-6009  
(402) 372-6019

NEBRASKA STATE PATROL

1600 Highway 2  
P.O. Box 94907  
Lincoln, NE 68509  
(402-479-4926)

**INDEMNIFICATION**

To the extent allowed by Nebraska law, each party agrees to defend, indemnify and hold harmless the other party(s), its officials and employees from all claims, actions losses, suits, judgments, fines, liabilities, costs and expenses (including legal fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity, express or implied. The foregoing shall not constitute an agreement by any of the parties to assume any liability for the acts, omissions and/or negligence of the other party(s).

**TERMINATION.**

This Agreement may be terminated by either party with 60 days written notice of withdrawal (or termination) by certified mail with return receipt requested to those persons and address listed above in the "Modification" section, incorporated herein by reference. If withdrawal is due to a conflict between the parties relating to the terms of this Agreement, the Parties shall first attempt to resolve the conflict with facilitated support from the 911 Department of the Public Service Commission within 30 days of the notice of conflict & termination and if no resolution can be accomplished in that 30 days, the termination of the agreement shall occur 60 days after the original notice of conflict & termination.

**SEVERABILITY**

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

**NO SEPARATE LEGAL ENTITY**

This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the majority decision of the Parties shall govern.

**INDEPENDENT CONTRACTOR**

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that the parties or their personnel, employees, agents, contractors or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of

one shall not be deemed or constructed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other.

**PUBLIC EMPLOYER CONTRACT PROVISION (NEB. REV. STAT. § 4-114(2))**

Pursuant to and in order to be in compliance with Neb. Rev. Stat. § 4-114(2), each Party hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee physically performing services within the State of Nebraska.

**EFFECTIVE DATE.** The terms of this Agreement will become effective on the date of the last signature of the Parties.

**ASSIGNMENT.** No Party to this Agreement shall assign or transfer any interest or right(s) under this agreement to any person or entity without prior written approval of the other Parties.

IN WITNESS WHEREOF, the parties hereto agree to the terms of the Memorandum of Agreement.

DODGE COUNTY

COLFAX COUNTY

By \_\_\_\_\_

By \_\_\_\_\_

Name

Name

Title

Title

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BURT COUNTY

By \_\_\_\_\_

Name

Title

DATE: \_\_\_\_\_

CUMING COUNTY

By \_\_\_\_\_

Name

Title

DATE: \_\_\_\_\_

NEBRASKA STATE PATROL

By \_\_\_\_\_

Name

Title

DATE: \_\_\_\_\_

CITY OF FREMONT

By \_\_\_\_\_

Name

Title

DATE: \_\_\_\_\_

**Quote Number:** MidEastESINet  
**Customer:** Fremont-Dodge-Colfax Multi-Node Host  
**Lumen Products:** CPE  
**Lumen Installation:** Yes  
**Lumen Maintenance:** No Maintenance  
**Created On:** 5/2/2022  
**Expiration Date:** 6/1/2022  
**Account Manager:** Bob Bossert  
**Sales Engineer:** Charlie Knox



**Customer Notes:**

Quote for Software upgrade to Intrado ESINet for Fremont-Dodge/Colfax Multi-Node. Quote assumes the hardware does not need to be replaced. Quote also assumes the other sites that are part of this multi-node system (Burt and Cuming) will all be upgraded at the same time. No Charge For Burt and Cuming due to recent migration to the Viper Multi-Node. Original Price discounted to no charge. (Burt-\$7,885.14), (Cuming-\$7,885.14). Both Discounted to No charge.

Catalog Number	Description	Unit Price	Qty	Total Price	Service Term (Months)
<b>LOCATION: Node A-Fremont/Dodge</b>					
<b>Materials</b>					
911SIP	9-1-1 Ingress via SIP - License per Position	\$ 383.63	4	\$ 1,534.52	
FG-60F-BDL-950-60	FORTIGATE-60F PLUS 5YR 24X7 PERP FORTICARE FORTIG	\$ 2,569.13	2	\$ 5,138.26	
<b>Implementation</b>					
QINTR-INTRADO LIFE AND SAFETY SOLUTIONS CORP	Integration	\$ 8,550.00	1	\$ 8,550.00	
TCCOTF4	TCC Provisioning Change Fee per PSAP	\$ 2,125.00	1	\$ 2,125.00	
P10314	Professional Services (per Day)	\$ 2,250.00	4	\$ 9,000.00	
P10319	Living Expense per Day per Person	\$ 312.50	6	\$ 1,875.00	
P10351	Travel Fee per Person	\$ 1,875.00	1	\$ 1,875.00	
950510	Project Management Services	\$ 608.28	1	\$ 608.28	
KS-CONFIG DATA	Pre-Config of Firewall	\$ 173.67	2	\$ 347.34	
<b>Shipping and Handling</b>					
Shipping & Handling	Shipping & Handling	\$ 50.00	1	\$ 50.00	
<b>Location Sub-Total</b>				<b>\$ 31,103.40</b>	

**Terms and Conditions Governing This Order**

**1.** This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 2. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

**2.** The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) or Master Service Agreement(s), Public Safety Version, and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version, with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version, and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice. Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from Lumen. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: www.lumen.com/ancillary-fees. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

**3.** Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

**4.** All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

**5.** Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit [www.lumen.com/taxes](http://www.lumen.com/taxes).

**6.** Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>) and (b) ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at [www.lumen.com/ancillary-fees](http://www.lumen.com/ancillary-fees). If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

**7.** Charges/Orders. Items described in the Catalog Number and Description columns above reflect the Lumen Services ordered and identified above the table. Despite anything to the contrary, NRCs are NOT waived unless this Order or an Order Addendum expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or Order Addendum or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

**8.** MLTS Equipment. BY SIGNING THIS ORDER FOR MLTS EQUIPMENT, AS APPLICABLE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY SERVICES" CONTAINED IN THE APPLICABLE SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR MASTER SERVICE AGREEMENT, PUBLIC SAFETY VERSION, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE SCHEDULE. IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR MASTER SERVICE AGREEMENT, PUBLIC SAFETY VERSION, OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE SCHEDULE, I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>.

**9.** Due to recent supply chain disruption, Lumen may adjust pricing due to changes in manufacturer costs. If such change is required, Lumen will provide an updated Order Form Contract (i.e. Order). Customer will have option to sign or decline to sign the new Order within 1 business day of receipt. Should Customer decline to sign the updated Order, Lumen shall cancel the impacted Order(s). Lumen further reserves the right to bill for partial shipment of orders should unforeseen delays beyond Lumen's control effect delivery of CPE.

Customer Representative: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

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