



Board of Commissioners Agenda

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

February 7, 2023 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of February 7, 2023 is Presented for Approval** [2023-018](#)

Sponsors: County Manager's Office

Approve the agenda of February 7, 2023.

2. **Minutes from January 24, 2023 are Presented for Approval** [2023-019](#)

Sponsors: County Manager's Office

Approve the January 24, 2023 Minutes.

INFORMATION

3. **Discussion on Department of Corrections Report** [2023-070](#)

Sponsors: Board of Commissioners

None. For discussion only.

ADMINISTRATIVE ITEMS

4. **Public Works Construction Quarterly Report for October 1, 2022 through December 31, 2022** [2023-041](#)

Sponsors: Public Works

Accept the Public Works Construction Quarterly Report for the period of October 1, 2022 through December 31, 2022.

5. **Minnesota Department of Transportation Corridors of Commerce Grant Application for Interstate-35E / County Road J** [2023-048](#)

Sponsors: Public Works

Support submittal of a Corridors of Commerce grant application to the Minnesota Department of Transportation in the amount of \$8.7 million for the Interstate-35E / County Road J project.

6. Grant Award from the Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services for Violence Against Women Act STOP Special Project [2023-016](#)

Sponsors: Public Health

1. Ratify the submittal of the grant application to the Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services in the amount of \$306,455 for Violence Against Women Act STOP special project.
2. Accept a grant award and approve a grant agreement with the Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services for Violence Against Women Act STOP special project for the period of January 1, 2023 through December 31, 2024, in the amount of \$306,455.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

7. Agreement with Central Roofing for Ramsey County Courthouse/City of Saint Paul City Hall Roof Improvement Project [2023-049](#)

Sponsors: Property Management

1. Approve the selection of and agreement with Central Roofing Company, 4550 Main Street NE, Minneapolis, MN 55421, for the Ramsey County Courthouse/City of Saint Paul City Hall Roof Improvement Project, for the period of February 7, 2023 through February 6, 2025, in the not-to-exceed amount of \$2,699,000.
2. Authorize the Chair and the Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute change orders and amendments to the agreement in accordance with the county's procurement policies and procedures, provide the amounts are within the limits of available funding.

8. Charitable Gambling License with White Bear Township for White Bear Lake Hockey Association and Applebee's Neighborhood Grill Bar [2023-046](#)

Sponsors: Property Tax, Records & Election Services

1. Approve the application requesting a premises permit for Applebee's Neighborhood Grill Bar in White Bear Township for lawful pull-tab gambling activity for White Bear Lake Hockey Association.
2. Authorize the Chair and Chief Clerk to sign the application.

9. Single Source Agreement with CenturyLink Communications, LLC for Telecom and Telephony Services [2022-685](#)

Sponsors: Information Services

1. Approve the Single Source Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group, P.O. Box 91154, Seattle, WA 98111 for telecom and telephony services for the period of February 7, 2023 through February 6, 2026 with an option to renew for an additional three year period for a total not to exceed amount of \$2,160,000 over the term of the agreement.
2. Authorize the Chair and Chief Clerk to execute the agreement.

3. Authorize the County Manager to approve and execute amendments and change orders to the agreement in accordance with the provisions of the agreement and all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

POLICY ITEM

10. 2023 Capital Improvement Program Bond Series 2023A - Report on Sale

[2022-579](#)

Sponsors: Finance

None. For discussion only.

LEGISLATIVE UPDATE

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

10 a.m. (est.) Board Workshop: Performance Metrics: Workforce Solutions and Community and Economic Development - Council Chambers, Courthouse Room 300

1:30 p.m. Board Workshop: Performance Measures: Parks & Recreation, Property Management, Public Works and Procurement and Contracting Action Team (PCAT) Update - Courthouse Room 220, Large Conference Room

Public access via Zoom Webinar:

<https://zoom.us/j/95639066822?pwd=eUkzSlmT2FGMnNqZkJKdms0MzZJUT09>

Webinar ID: 991 8354 6418 | Passcode: 603254 | Phone: 651-372-8299

Advance Notice:

February 14, 2023 No county board meeting – NACo Legislative Conference (Washington, D.C.)

February 21, 2023 County board meeting – Council Chambers

February 28, 2023 County board meeting – Council Chambers

March 7, 2023 County board meeting – Council Chambers



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2023-018

Meeting Date: 2/7/2023

Sponsor: County Manager's Office

Title

Agenda of February 7, 2023 is Presented for Approval

Recommendation

Approve the agenda of February 7, 2023.

Board of Commissioners

Request for Board Action

Item Number: 2023-019

Meeting Date: 2/7/2023

Sponsor: County Manager's Office

Title

Minutes from January 24, 2023 are Presented for Approval

Recommendation

Approve the January 24, 2023 Minutes.

Attachments

1. January 24, 2023 Minutes.

Board of Commissioners Minutes

January 24, 2023 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:02 a.m. with the following members present: Frethem, McGuire, Moran, Ortega, Reinhardt, Xiong and Chair MatasCastillo. Also present were Ryan O'Connor, County Manager, and Amy Schmidt, Assistant County Attorney.

ROLL CALL

Present: Frethem, MatasCastillo, McGuire, Moran, Reinhardt, and Xiong
Absent: Ortega

PLEDGE OF ALLEGIANCE

Commissioner Ortega arrived shortly after the Pledge of Allegiance.

LAND ACKNOWLEDGEMENT

Read by Commissioner Reinhardt.

1. Agenda of January 24, 2023 is Presented for Approval [2023-034](#)

Sponsors: County Manager's Office

Approve the agenda of January 24, 2023.

Motion by McGuire, seconded by Frethem. Motion passed.

Aye: Frethem, MatasCastillo, McGuire, Moran, Ortega, Reinhardt, and Xiong

2. Minutes from January 17, 2023 are Presented for Approval [2023-033](#)

Sponsors: County Manager's Office

Approve the January 17, 2023 Minutes.

Motion by Moran, seconded by McGuire. Motion passed.

Aye: Frethem, MatasCastillo, McGuire, Moran, Ortega, Reinhardt, and Xiong

ADMINISTRATIVE ITEMS

4. Project Account for Talent Priority [2023-011](#)

Sponsors: Human Resources

1. Establish a project account number for the Talent Priority Strategic Priority costs in 2023.
2. Authorize the County Manager to move up to \$500,000 of year-end funds to the Talent Priority project at the close out of 2022.
3. Authorize the County Manager to approve associated budget adjustments as necessary.

Motion by Reinhardt, seconded by Frethem. Motion passed.

Aye: Frethem, MatasCastillo, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: B2023-024

5. Updated Board Meeting Cancellations in 2023

[2023-053](#)

Sponsors: Board of Commissioners

Approve the updated cancellation of Ramsey County board meetings of February 14, March 28, July 4, July 25, September 12, December 5 and December 26, 2023.

Motion by Reinhardt, seconded by Frethem. Motion passed.

Aye: Frethem, MatasCastillo, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: B2023-025

3. 2023 Capital Improvement Program Bond Ordinance Series 2023A - Parameters Resolution

[2023-007](#)

Sponsors: Finance

1. Approve the parameters for the general obligation bond sales for Series 2023A.
2. Establish the Pricing Committee, which consists of the County Board Chair (County Board Vice-Chair as alternate), County Manager and Chief Finance Officer.
3. Authorize the Pricing Committee to sell the 2023A general obligation bonds if all parameters are met.

Motion by Reinhardt, seconded by McGuire. Motion passed.

Aye: Frethem, MatasCastillo, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: B2023-026

LEGISLATIVE UPDATE

Presented by Commissioner McGuire. Discussion can be found on archived video.

COUNTY CONNECTIONS

Presented by County Manager, Ryan O'Connor. Discussion can be found on archived video.

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

Presented by Chair MatasCastillo. Discussion can be found on archived video.

ADJOURNMENT

Chair MatasCastillo declared the meeting adjourned at 9:34 a.m.

Board of Commissioners

Request for Board Action

Item Number: 2023-070

Meeting Date: 2/7/2023

Sponsor: Board of Commissioners

Title

Discussion on Department of Corrections Report

Recommendation

None. For discussion only.

Information

The Ramsey County Board of Commissioners and the County Manager held a conversation regarding Department of Corrections Report on February 3, 2023.

Attachments

1. Timeline Review
2. Discussion Packet

Program/Service Delivery Notes

2019

February: Video emerges of Ramsey County Sheriff's Office Correctional Officers beating Mr. Terrell Wilson while fully restrained at the Adult Detention Center

May: County Board approves \$500,000 settlement with Mr. Wilson

2020

May: Sheriff's Office staff segregated eight Ramsey County Correctional Officers from the floor housing Derek Chauvin at the Adult Detention Center. Order given by Superintendent Steve Lydon (who still remains employed by the Sheriff's Office and continues to have periodic involvement with decision-making at the Adult Detention Center).

2022

August: County Board approves \$1.5 million dollar settlement with the eight Correctional Officers

September-October: Administrative Director Kyle Mestad begins issues three jail population memos to County Manager as part of a new, regular update. Memos then stop being issued without explanation, and regular reports from County departments, City leaders and judicial partners note that the Sheriff's Office is a non-participant in the collaborative, ongoing efforts to reduce the population at the Adult Detention Center. So others continue the work without the Sheriff's Office present.

September – February (2023): Collaborative efforts involving the County, 2nd Judicial District and City of Saint Paul result in the population at the Adult Detention Center decreasing by 21% as of February 3, 2023. These results occur without active participation from the Sheriff or his leadership team. Population down to 370 individuals as of February 3, 2023. Well within regular permitted capacity of the Adult Detention Center. And future efforts regarding murder trials and backlogs mean there is a future expectation of population reductions during spring 2023.

December: Adult Detention Center population workshop with the County Board. No formal follow-up from the Sheriff or his team to County leadership regarding specific populations within the jail in need of immediate attention so as to address his population concerns. The Sheriff committed to ongoing jail population memos. None were ever sent following the workshop. Additionally, while the Ramsey County Correctional Facility continued to be raised as a proposed solution by Sheriff Fletcher, he has not on any occasion directly engaged in a discussion or request to Deputy County Manager Kathy Hedin or Corrections Director Monica Long, a typical step of a county leader during high-priority work impacting their department or office.

December: Public Health Director Sara Hollie sends a letter to Sheriff Fletcher on December 21 outlining concerns about medical direction and care at the Adult Detention Center, one of the multiple county sites in which Public Health staff provide correctional healthcare to incarcerated individuals. There is no response to the letter by Sheriff Fletcher or his leadership team.

2023

January: Public Health Director Sara Hollie resends the letter to Sheriff Fletcher on January 24 outlining concerns about medical direction and care at the Adult Detention Center. There is no response to the letter by Sheriff Fletcher or his leadership team.

January: After no response as of January 27, Ramsey County contacts the Department of Corrections to outline concerns about medical direction and care at the Adult Detention Center. There is an immediate response from leaders at the Department of Corrections, and an on-site investigation begins on January 30.

January: Sheriff Fletcher responds in writing to the December 21 memo from Public Health Director Hollie a few hours after the Department of Corrections begins its on-site investigation at the Adult Detention Center on January 30. The response claims that the Sheriff's Office is being "slandered", unveils plans to find a new medical care unit to provide correctional healthcare in the Adult Detention Center, and refutes allegations of concern regarding medical care and direction at the Adult Detention Center.

February: The Department of Corrections issues an order on February 3 outlining serious concerns that corroborate the earlier concerns raised by Director Hollie to Sheriff Fletcher regarding medical direction and care at the Adult Detention Center.

February: Ramsey County staff from Public Health, Corrections and the County Attorneys Office worked on February 4 and 5 preparing potential options and clear contractual terms to support the Sheriff's Office in complying with the Department of Corrections Order impacting their department. The first requested meeting by the Sheriff's Office to ask for support from the County occurred on February 6 at 10:30 am, with the first conversations occurring with Corrections later that day. An agreement to house incarcerated individuals at the Ramsey County Correctional Facility has not been signed by all parties as of the morning of February 7.

NEWS

Report: \$500K settlement reached in Ramsey County jail inmate's beating

By **KRISTI BELCAMINO** | kbelcamino@pioneerpress.com | Pioneer Press
May 30, 2019 at 10:29 p.m.

A man beaten while handcuffed and restrained at the Ramsey County jail will receive more than \$500,000 as part of a settlement reached with the county, according to a KMSP-TV report Thursday.

A video of the April 13, 2016, incident shows Terrell Wilson being punched in the chest and kneed in the crotch by Ramsey County sheriff's correctional officer Travis VanDeWiele while he was being held down by several other officers in a transport chair.

Wilson's attorney Mike Padden said in March that the 27-year-old would pursue a claim for compensation, attempting to negotiate a resolution before possibly pursuing litigation.

Reached Thursday night, Padden said that no lawsuit had been filed and that he could neither confirm nor deny that a settlement had been reached.

An agenda for the Ramsey County Board meeting Tuesday shows the following: "Executive Session **CLOSED TO PUBLIC** Re: Claim of Terrell Isaiah Wilson."



According to the video of the incident, while officers tried to secure Wilson into a transport chair, VanDeWiele kneed Wilson in the crotch several times and then when he pushed on the restrained man's head and neck, Wilson complained of excessive force.

VanDeWiele responded, "You ain't seen excessive force yet" and punched the restrained man four times in his abdomen or chest area, according to the criminal complaint against VanDeWiele.

Johnson, previously known as Terrell Johnson, was having a hard time talking, but he managed to say, "Please don't kill me," the complaint continued.

The video also shows that while Wilson is bent forward at the waist in the chair, VanDeWiele forcibly presses Wilson's head down into his legs. At the time, Wilson had a "spit hood" over his mouth, which officers had placed on him earlier.

VanDeWiele resigned in February, a year after he pleaded guilty to a misdemeanor in connection with his treatment of the inmate.

Ramsey County Sheriff Bob Fletcher, who was not working at the sheriff's office at the time of the incident, called the events captured on video "extremely disturbing to me and other members of the Ramsey County Sheriff's Department."

An acting correctional sergeant recorded the incident — they've been videotaping at the Ramsey County jail for years to ensure only the necessary amount of force is used when responding to an uncooperative detainee, Fletcher said.

Fletcher said the video was not only troubling because of VanDeWiele's actions: "Equally disturbing is the fact that no one else in that video, whether it was the six correctional officers or the two police officers, were willing to step forward and put a hand on Mr. VanDeWiele and say, 'Hold on, I've got it from here' and intervene in that cycle," Fletcher said.

In addition to VanDeWiele's departure, the sergeant on duty at the time of the Johnson case left the sheriff's office in March 2017, a month after VanDeWiele was charged.

Fletcher said the video "demonstrated failed supervision and poor training."

"The supervisor present and all employees witnessing these actions had a duty to intervene to stop the assaultive tactics and the use of excessive force," Fletcher wrote in a statement. "The conduct captured on the video will not be tolerated under my watch. Misconduct will be investigated expeditiously and if personnel are found at fault, discipline will be swift and thorough."

Tags: **Bob Fletcher, Crime, Ramsey County**

 Author **Kristi Belcamino** | Weekend reporter

Kristi Belcamino works as a weekend reporter at the Pioneer Press. Her first reporting job was at the White Bear Press. After working as a police reporter at the Contra Costa Times in the San Francisco Bay Area, she moved back to Minnesota. She has worked at the Pioneer Press since 2013.

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NEWS > CRIME & PUBLIC SAFETY

Ramsey County reaches \$1.5M settlement with jailers who said they were segregated from Derek Chauvin

Eight correctional officers filed a lawsuit and county commissioners are scheduled to vote on the settlement Tuesday.

By **MARA H. GOTTFRIED** | mgottfried@pioneerpress.com | Pioneer Press
PUBLISHED: August 4, 2022 at 6:48 p.m. | UPDATED: August 5, 2022 at 12:14 p.m.

Ramsey County has reached a settlement of nearly \$1.5 million with correctional officers of color who were initially ordered to stay away from the floor of the Ramsey County jail where Derek Chauvin was being held.

Eight correctional officers filed a lawsuit last year, in which they said they "were segregated and prevented from doing their jobs ... solely because of the color of their skin."

County commissioners are scheduled to vote on the settlement Tuesday, according to a board agenda published Thursday.

The county will issue a written statement and apology acknowledging the May 29, 2020, order by the jail's then-superintendent "was discriminatory and wrong," the settlement agreements state.



After the May 25, 2020, death of George Floyd in Minneapolis, then-Minneapolis officer Chauvin was charged with murder and manslaughter and arrested. He was initially booked at the Ramsey County Adult Detention Center in St. Paul, where the jailers work. Chauvin was later convicted of the state charges, as well as separate federal civil rights charges, and sentenced to more than 20 years in prison. Chauvin is white; Floyd was Black.

Steve Lydon, the Ramsey County jail superintendent at the time, ordered that all correctional officers of color — including the eight people who filed the lawsuit — not interact with or guard Chauvin, or enter the fifth floor where Chauvin was held, according to the lawsuit filed in Ramsey County District Court.

JAIL DIRECTOR SAYS HE REALIZED ERROR; ATTORNEY SAYS WORKERS DISTRESSED

Lydon has said he had 10 minutes' notice that Chauvin was being brought to the jail.



Steve Lydon (Pioneer Press)

"Recognizing that the murder of George Floyd was likely to create particularly acute racialized trauma, I felt I had an immediate duty to protect and support employees who may have been traumatized and may have heightened ongoing trauma by having to deal with Chauvin," Lydon said in a public statement in 2020. "Out of care and concern, and without the comfort of time, I made the decision to limit exposure to employees of color to a murder suspect who could potentially aggravate those feelings."

Lydon said jail staff expressed concern about his decision and "within 45 minutes I realized my error and reversed the order."

Lucas Kaster, one of the attorneys represented the correctional officers, spoke when he filed the lawsuit in February 2021. He said the impact on the workers "has been immense, they're deeply humiliated and distressed. The bonds necessary within the high-stress and high-pressure environment of the (detention center) have been broken."

The workers alleged multiple violations of the Minnesota Human Rights Act, including race and color discrimination and hostile environment. Three later added claims of reprisal under the Human Rights Act. They sought attorney's fees, and emotional distress and punitive damages; some alleged loss of income.

INDIVIDUAL SETTLEMENTS RANGE FROM \$76K TO \$251K

Both sides took part in mediation in May and July and agreed to the settlement during the July session. Two of the settlement agreements for correctional officers are for \$251,000, five for \$176,000 and one for \$76,000.

Four remain Ramsey County employees and the other four no longer work for the county.

The county denies liability and is settling the lawsuit to "avoid the risks, uncertainty, and costs associated with litigation," according to the settlement agreements.

Ramsey County Sheriff Bob Fletcher removed Lydon from his job supervising the jail. He's now a director of planning and policy for the sheriff's office, which was a demotion and resulted in a substantial salary reduction, according to the sheriff's office.

The lawsuit named Ramsey County as a whole and the sheriff's office "consequently had no decision-making authority in the settlement with the eight plaintiffs," according to Roy Magnuson, sheriff's office spokesman.

County officials aren't able to comment on the settlement until after the board votes on Tuesday, a county spokeswoman said Thursday. Kaster also didn't have a comment Thursday.

Tags: **Bob Fletcher, Derek Chauvin, Ramsey County, Ramsey County Board**

 Author **Mara H. Gottfried** | St. Paul crime and public safety reporter

Mara Gottfried has been a Pioneer Press reporter since 2001, mostly covering public safety. Gottfried lived in St. Paul as a young child and returned to the Twin Cities after graduating from the University of Maryland. You can reach her at 651-228-5262.

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To: Bob Fletcher, Sheriff

From: Sara Hollie, Director, Public Health
Kathy Hedin, Deputy County Manager, Health and Wellness

CC: Ryan O'Connor, County Manager
Scott Williams, Deputy County Manager, Safety and Justice
Fue Thao, Assistant County Attorney
Kimberly Parker, Assistant County Attorney
Michelle Dean, Correctional Health Division Manager
Dr. Lynne Ogawa, Medical Director, Public Health
Dr. Michelle VanFranken, Medical Director, Correctional Health
William Finney, Undersheriff
Michael Johnson, Assistant Superintendent

Date: December 21, 2022

Re: Medical Direction and Care at the Adult Detention Center

Recent incidents have occurred at the Adult Detention Center that violate the attached Memorandum of Agreement between Public Health and the Adult Detention Center.

Most recently we have documented the following when working to provide medical oversight and care to people in custody at the Adult Detention Center and during the booking process.

- **October 2022 to date, transport has contacted Correctional Health staff to cancel 19 appointments. There is no consultation on urgency, or the emergency need for these appointments with our Medical Directors or Correctional Health staff.** These appointments take months to coordinate and many contacts with outside providers. This delays care and urgent follow-up that our patients need to maintain their health and safety while in your custody at the ADC. We recently met with your team to navigate this challenge and remain hopeful that your team can address the staffing issues they face with you and the Superintendent. We all agree that would help reduce and even eliminate cancellations and monitoring of patients at Regions Hospital.
- **December 16, 2022, a high-speed chase and roll over occurred with an individual in Ramsey County.** It's our understanding the Sheriff's office was the department that made the arrest and denied the person medical care before he was eventually released from custody the same day. The Medical Directors and Correctional Health team were told that the directive was made by you and a member of your leadership team to not send this person to Regions Hospital for further medical evaluation before this person was booked at the ADC.

Correctional Health staff were not able to evaluate the person in order to recommend if he was fit for confinement. Per the attached October 8, 2019, letter to Ramsey County Chiefs it's stated that:
Our nursing staff may refuse an intake of an arrestee due to their current medical status. Arrestees will need to be evaluated at Regions Hospital ER where their staff will be able to provide medical treatment, care recommendations and determine if the arrestee can be housed at the ADC.

As the provider of medical services at the ADC, our Medical Directors and Correctional Health Division Manager has the authority to determine if someone is fit for confinement. Public Health has a duty to provide the medical care of residents while in custody. When you or your department leadership directs Correctional Officers to not work with us to get basic health care, it puts our medical licensures at risk, the leadership of the Adult Detention Center at risk, and the liability of safety and care at risk for people in our care. We have not received any documentation that a physician cleared the person at the scene to be fit for confinement. As a result, we charted that we did not clear this person for custody last Friday before his release. This information will be subject to Department of Justice review when audited.

To date, there has also been no documentation or communication from your office to us in writing that the directives have changed.

On behalf of Public Health and the Health and Wellness Service Team, we request that any changes in your directives that conflict with the attached MOU and letter to the Ramsey County Chiefs regarding medical care and services to people in your custody be communicated in writing to us **by Thursday, December 22, 2022.**

We also ask that you continue to abide by the agreed upon MOU until a new MOU is written and agreed upon by Public Health and the Ramsey County Sheriff's Office.

Sincerely,

Sara Hollie, Director – Saint Paul Ramsey County Public Health

Kathy Hedin, Deputy County Manager – Health and Wellness Service Team



Ramsey County Sheriff's Office

Bob Fletcher, Sheriff

Detention Services Division

425 Grove Street • Saint Paul, Minnesota 55101

Phone: 651-266-9352 • Fax: 651-266-9351

www.RamseyCountySheriff.us

October 8, 2019

Dear Ramsey Chiefs,

The Ramsey County Sheriff's Office Adult Detention Center (ADC) ability to provide diagnosis, treatment recommendations or emergency care is very limited. Our medical unit functions similarly to a doctors' office. On occasion, our nursing staff may refuse intake of an arrestee due to their current medical status. Arrestees will need to be evaluated at Regions Hospital Emergency Department their staff will be able to provide medical treatment, care recommendations and determine if the arrestee can be housed at the ADC.

Prior to transportation to the ADC, Regions Hospital staff should have the opportunity to evaluate arrestees with the following conditions:

- Significant untreated injuries, open wounds or infections.
- Indication or suspicion of drug ingestion.
- Suicide attempt immediately prior to arrest.
- Unable to walk or stand (not due to disability)
- Hallucinations or disorientation to person, place or time.
- Extreme anxiety, insensitivity to pain or abnormal strength.
- If the arrestee was evaluated by medics the Officer needs to bring documentation of what the medics have cleared the arrestee for.
- Chest pain or shortness of breath
 - If the arrestee was evaluated by medics at the scene, please have the officer bring in the 12-lead EKG strip
 - It is an information gathering tool and may not prevent the nurse from sending the arrestee to Regions.
- Involved in an accident immediately prior to arrest.
- Under constant medical care, assistance or therapy.

It is imperative that the documented treatment paperwork accompanies the inmate to the ADC after the hospital discharges the arrestee. If your officers have any questions, please have them contact the Booking Sergeant at 651-266-9402.

Stephen Lydon
ADC Superintendent

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is between the Saint Paul – Ramsey County Department of Public Health (hereinafter referred to as "Public Health"), the Ramsey County Sheriff's Office (hereinafter referred to as "Sheriff"), and the Ramsey County Community Corrections Department (hereinafter referred to as "Corrections").

WHEREAS, Ramsey County, through the Sheriff, operates the Ramsey County Adult Detention Center ("ADC"), located at 425 Grove Street, St. Paul, Minnesota; and

WHEREAS, Ramsey County, through Corrections, operates the Ramsey County Correctional Facility ("RCCF"), located at 297 S. Century Avenue, Maplewood, Minnesota; Boys Totem Town ("BTT"), located at 398 Totem Road, St. Paul, Minnesota; and the Juvenile Detention Center ("JDC"), located at 480 St. Peter Street, St. Paul, Minnesota; and

WHEREAS, Ramsey County has the legal obligation to provide health care for detainees/residents; and

WHEREAS, Public Health, Sheriff, and Corrections have reached agreement on the terms and conditions under which Public Health will provide on-site professional medical services to detainees/residents at the ADC, BTT, JDC and RCCF;

NOW, THEREFORE, Public Health, the Sheriff, and Corrections agree:

I. Term

The initial term of this MOU is July 1 2016, through June 30, 2021 ("Initial Term"). This MOU will automatically renew for additional twelve-month periods ("Renewal Terms").

II. Public Health Services

During the Initial Term of this Agreement, and any Renewal Terms, Public Health will, in consultation with the contracted Health Care Services Medical Director for the Facilities, perform and provide the following services ("Health Care Services"):

- A. Ensure the provision of all health care services to detainees/residents at the ADC, BTT, JDC and RCCF (collectively the "Facilities") pursuant to, and in accordance with, all applicable federal and state laws, regulations, decrees, orders, standards, contracts, and other agreements, including, but not limited to, the Americans with Disability Act, Minnesota Rules Chapters 2911 and 2960, and Immigration and Customs Enforcement (ICE) Detention Healthcare Standards; the Minnesota Department of Health, the regulations of all Minnesota health care credentialing boards and commissions, all regulations and policies of the Minnesota Department of Corrections, and policies pertaining to the delivery of health care services at the facilities. All Public Health and contracted services shall be provided by licensed professionals as required by the State of Minnesota.
- B. Be responsible for determining the level of services needed by the detainee/resident which may include the determination of whether an detainee/resident is in need of

onsite medical care, emergency department referral, referral to an outside specialist, or otherwise in need of specialized care.

- C. Provide scheduled nursing services at each facility which includes individual health appraisals, intake screening, scheduled sick call, triage, documentation, medication management, treatment plans and medication delivery training for non-licensed staff.
- D. Coordinate and schedule contracted professional medical, dental, psychiatric and other related health care for detainees/residents. Assignment of such contracted personnel is subject to successful completion of a criminal history background investigation, Prison Rape Elimination Act (PREA) training and verification of appropriate licensure.
- E. Provide management and supervision of all health care services staff including the following:
 - 1. Work with the contracted Medical Director to establish policies and procedures that are compliant with the Minnesota Department of corrections policies, facility policies and to coordinate medical services provided on-site.
 - 2. Interview, selection, and evaluation of Health Care Services personnel.
 - 3. As requested, provide specific staffing plans for health care services personnel to all facility Administrators. This plan shall allow for coverage during holidays at the ADC and the RCCF and provide a schedule to the Superintendent/Administrator of each facility upon request.
 - 4. Be responsible for gathering quarterly statistics detailing the number of detainees/residents served at each Facility by each of the primary services: medical, dental, psychiatry, special therapies, inpatient care and other support services. Quarterly statistics shall be sent to the Ramsey County Health Care Administrator and the Public Health Clinical Services Division Manager. Annual patient-based data will be gathered when an electronic health records system is implemented at each facility.
 - 5. Assist the Sheriff and Corrections with the orientation of corrections/detention staff on health policies and procedures as requested.
 - 6. Provide training to unlicensed Corrections staff to properly deliver medications within 30 days of request.
 - 7. Perform annual performance appraisals for all Health Services staff with input as appropriate from by the Sheriff and Corrections.

F. Prison Rape Elimination Act (PREA)

Public Health staff (Health Services and SOS) will comply with the Prison Rape Elimination Act and with all applicable PREA Standards including background checks, county policies related to PREA and county standards related to PREA. Public Health acknowledges that, in addition to "self-monitoring requirements" the County will conduct "on-site" compliance monitoring.

- G. Verify that all staff providing Health Care Services (employees of Public Health and those providing direct services under contract with Public Health contracted personnel) under this MOU are licensed as required by the State of Minnesota and maintain records of credentials for such staff. In the event that any such licenses are canceled, revoked, suspended, or expired while this MOU is in effect, Public Health agrees to immediately remove the unlicensed person from the facility, notify facility administrator, and replace with a licensed person.
- H. Submit a separate quarterly invoice to the Health Care Administrator for Health Care Services provided at each Facility. Each invoice will specify the dates of service; actual costs incurred by Public Health to provide the service, including any necessary administrative and supervisory costs; and a detailed listing of the employees providing services at each Facility, along with hours worked, compensatory time used and actual costs of same. The annual maximum cost per Facility will be agreed upon during the budget process and amended as necessary to ensure adequate service/staffing levels and program needs.

III. Sheriff and Corrections Responsibilities

During the Initial Term and any Renewal Terms, the Sheriff and Corrections shall, as appropriate to their respective Facilities:

- A. Provide space in the Facilities, supplies and detainee/resident records requested by Public Health as necessary for Public Health to provide Health Care Services in accordance with the provisions of this MOU. This shall include but is not limited to:
 - 1. Providing a clinic setting that assures privacy and is equipped to examine, evaluate and treat Inmates that allows for the provision of quality medical care as defined by the National Commission on Correctional Health Care.
 - 2. Purchasing and updating equipment as recommended by Public Health in coordination with facility administrator.
 - 3. Providing as safe and secure an environment as is possible within the correctional or detention facility.
 - 4. Provision of up to 20 hours a week of clerical support at RCCF. Exact schedule and hours to be agreed upon by Public Health and facility administration.
 - 5. Provide accounts payable services at the ADC.

- B. Meet a minimum of quarterly with supervisory staff from Public Health to review Health Care Services policies, staffing, quality assurance, and other related issues.
- C. Conduct routine criminal history background investigations for contracted staff.
- D. Review and evaluate the Health Care Services for each Facility on an annual basis. This review shall be completed in conjunction with the Public Health Clinical Services Division Manager in collaboration with facility administrators as applicable.
- E. Incorporate the agreed upon Health Care Services policies and procedures into each Facility's policies and procedures.
- F. Work with Public Health to provide transportation and security resources necessary for detainees/residents to access off-site health care services.

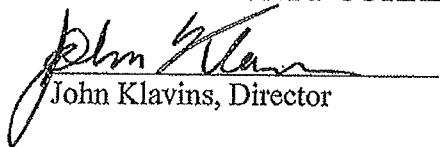
IV. General Conditions

- A. The contact person for each of the parties to this MOU are:

Public Health:	Marina McManus
RCCF:	Allen Carlson
BTT:	Keith Lattimore
JDC:	Peter Jessen-Howard
ADC:	Joe Paget

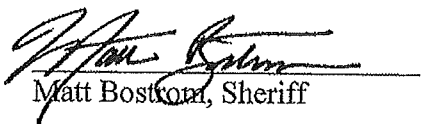
WHEREFORE, the parties have executed this MOU as of the last date written below.

RAMSEY COUNTY CORRECTIONS


John Klavins, Director

Date: 5-17-16

RAMSEY COUNTY SHERIFF'S OFFICE


Matt Boston, Sheriff


Date: 5/26/16

SAINT PAUL - RAMSEY COUNTY PUBLIC HEALTH


Rina McManus, Director

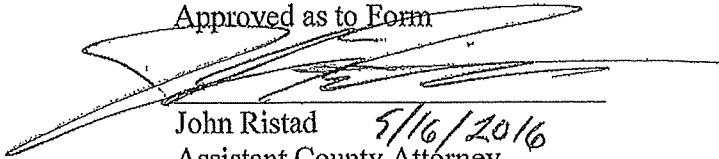
Date: 5/10/16

RAMSEY COUNTY HEALTH CARE ADMINISTRATION

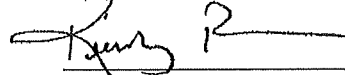

Leon Boeckermann, Administrator

Date: 5-24-16

Approved as to Form


John Ristad 5/16/2016
Assistant County Attorney

Approved as to Form


Kimberly Parker 5-17-16
Assistant County Attorney

2-17-18

1000

OConnor, Ryan

From: Hollie, Sara
Sent: Wednesday, December 21, 2022 11:48 AM
To: Fletcher, Bob B; Hedin, Kathy
Cc: OConnor, Ryan; Williams, Scott; Thao, Fue L; Parker, Kimberly R; Dean, Michelle; Ogawa, Lynne; VanVranken, Michele; Finney, William; Johnson, Mike T
Subject: Medical Direction and Care at the Adult Detention Center
Attachments: Medical Direction and Care at the Adult Detention Center Memo_12.21.22.pdf; MOU.2016-2021.pdf; Letter to Chiefs October 2019.pdf

Good morning Sheriff Fletcher,

Please see the attached memo from Deputy County Manager Hedin and I regarding the recent incidents that have occurred at the Adult Detention Center.

We are requesting a response from you by **tomorrow, Thursday, December 22, 2022.**

Sincerely,
Sara

Sara Hollie, MPH

Director

Saint Paul-Ramsey County Public Health | *Health and Wellness Service Team*

Phone: 651-266-2424

90 Plato Blvd. West, Suite 200, Saint Paul, MN 55107



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Cathy St. Michel | Administrative Assistant
Assistant to Public Health Director, Sara Hollie
Saint-Paul Ramsey County Public Health
Phone: 651-266-2454
www.ramseycounty.us

OConnor, Ryan

From: Hollie, Sara
Sent: Tuesday, January 24, 2023 10:53 AM
To: Fletcher, Bob B; Hedin, Kathy
Cc: OConnor, Ryan; Williams, Scott; Thao, Fue L; Parker, Kimberly R; Dean, Michelle; Ogawa, Lynne; VanVranken, Michele; Finney, William; Johnson, Mike T
Subject: FOLLOW-UP: Medical Direction and Care at the Adult Detention Center
Attachments: Medical Direction and Care at the Adult Detention Center Follow-up Memo_1.24.23.pdf; MOU.2016-2021.pdf; Letter to Chiefs October 2019.pdf

Importance: High

Good morning Sheriff Fletcher,

Deputy County Manager Hedin and I sent the following information and request to you and your staff on December 21, 2022. This is our second inquiry after not receiving a response back.

We look forward to your response by **Friday, January 27, 2023**.

Sincerely,
Sara

Sara Hollie, MPH

Director

Saint Paul-Ramsey County Public Health | *Health and Wellness Service Team*

Phone: 651-266-2424

90 Plato Blvd. West, Suite 200, Saint Paul, MN 55107



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Cathy St. Michel | Administrative Assistant
Assistant to Public Health Director, Sara Hollie
Saint-Paul Ramsey County Public Health
Phone: 651-266-2454
www.ramseycounty.us

From: Hollie, Sara
Sent: Wednesday, December 21, 2022 11:48 AM
To: Fletcher, Bob B <Bob.Fletcher@CO.RAMSEY.MN.US>; Hedin, Kathy <kathy.hedin@CO.RAMSEY.MN.US>
Cc: OConnor, Ryan <ryan.oconnor@CO.RAMSEY.MN.US>; Williams, Scott <Scott.Williams@CO.RAMSEY.MN.US>; Thao, Fue L <fue.thao@co.ramsey.mn.us>; Parker, Kimberly R <kimberly.parker@co.ramsey.mn.us>; Dean, Michelle <Michelle.Dean@CO.RAMSEY.MN.US>; Ogawa, Lynne <lynne.ogawa@CO.RAMSEY.MN.US>; VanVranken, Michele <Michele.VanVranken@CO.RAMSEY.MN.US>; Finney, William <William.Finney@CO.RAMSEY.MN.US>; Johnson, Mike T <mike.t.johnson@CO.RAMSEY.MN.US>
Subject: Medical Direction and Care at the Adult Detention Center

Good morning Sheriff Fletcher,

Please see the attached memo from Deputy County Manager Hedin and I regarding the recent incidents that have occurred at the Adult Detention Center.

We are requesting a response from you by **tomorrow, Thursday, December 22, 2022.**

Sincerely,
Sara

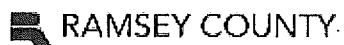
Sara Hollie, MPH

Director

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Cathy St. Michel | Administrative Assistant
Assistant to Public Health Director, Sara Hollie
Saint-Paul Ramsey County Public Health
Phone: 651-266-2454
www.ramseycounty.us



Ramsey County Sheriff's Office

Bob Fletcher, Sheriff

Office of the Sheriff

425 Grove Street • Saint Paul, Minnesota 55101

Phone: 651-266-9308 • Fax: 651-266-9301

www.RamseyCountySheriff.us

MEMORANDUM

To: Sara Hollie, Director, Public Health
Kathy Hedin, Deputy County Manager, Health and Wellness

From: Bob Fletcher
Sheriff

Date: January 30, 2023

Copy: Ryan O'Connor, County Manager
Scott Williams, Deputy County Manager, Safety and Justice
Fue Thao, Assistant County Attorney
Kimberly Parker, Assistant County Attorney
Michelle Dean, Correctional Health Division Manager
Dr. Lynne Ogawa, Medical Director, Public Health
Dr. Michelle VanFranken, Medical Director, Correctional Health
William Finney, Undersheriff - Superintendent, Adult Detention Center
Michael Johnson, Assistant Superintendent, Adult Detention Center

Reference: Response to Your Letter Regarding Medical Direction and Care at the Ramsey County Adult Detention Center

I learned long ago that it is important to have your facts correct before slandering another public agency. Your letter contains false statements and gross inaccuracies. By now, I assume you have heard that on Wednesday, January 25, 2023, I informed jail supervisors that I am intending to look for alternative public health services for the Ramsey County Jail.

This memorandum will address your false accusations, which are only part of my belief that we can find better service that meets the needs of inmates and jail staff from a provider other than the Saint Paul-Ramsey County Public Health Department.

You stated that our office has cancelled "19 clinic appointments" with "no consultation" with medical staff since October 2022. This is false. The facts are:

- In the 14 documented rescheduled clinics during this period, there was *a/ways* consultation between the Sheriff's Office (Regions Hospital Holding Unit Sergeant) and Public Health (Medical Clerk). In the period referenced, our office completed 78 clinics, 72 of which were at locations outside of Regions Hospital.



- On two occasions, Public Health scheduled a second, short notice, urgent clinic appointment at the same time as another clinic appointment. On at least one occasion, the patient refused to go to their clinic appointment.
- In most cases, the Sergeant requested a rescheduled clinic because Deputies were involved with the custody of multiple individuals at Regions Hospital. This is because Public Health sends a high number of individuals to Regions Hospital. In this period, there were 106 in-custody patients sent to the Regions Hospital Emergency Department (ED), 29 of whom were admitted to the hospital.
- The Sheriff's Office is required to maintain direct custody of individuals sent to the Regions Hospital ED. Since October 1, 2022, maintaining direct custody accounted for over 3,726 hours of one-on-one custody at Regions Hospital.

You stated that a “high-speed chase and roll over” occurred on December 16, 2022. This is false.
The facts are:

- The incident referenced was a single vehicle crash involving a suspected impaired driver.
- No high-speed chase occurred, nor was such information communicated by our staff to Public Health.
- The driver was evaluated by Allina medical personnel, including their on-duty physician, prior to their transport to the Adult Detention Center (ADC). This was noted on the documentation brought to the ADC as well as in the Deputy's report.
- The decision was made that the individual would be booked upon arrival, and that if the nurse on-duty conducted an evaluation and a Public Health doctor determined that the individual should have further medical treatment, that could occur after the booking process was complete.
- Public Health staff made no attempt to evaluate the individual, but rather made the decision that the evaluation needed to be completed by Regions Hospital staff.

Sheriff's Office commitment to health and well-being of individuals in-custody

Under state law, “the sheriff shall have the charge and custody of the county jail...” (see Minn. Stat. § 387.11). State statute provides for the sheriff to “require the aid of such persons or power of the county as the sheriff deems necessary” in meeting statutory mandates (see Minn. Stat. § 387.03). This means the Sheriff's Office is legally obligated to take custody of any individual arrested and brought to the jail. The Sheriff's Office continues to maintain the right to book individuals, prior to sending them to Regions Hospital, barring an immediate emergency medical condition.

The Sheriff's Office is committed to the medical care of individuals in-custody. Since October 1, 2022, we have dedicated over 5,654 hours of regular time and 2,443 hours of overtime to clinics and custody of individuals sent to Regions Hospital for medical concerns.



Based on the high number of individuals Public Health frequently sends to Regions Hospital, it would appear that the Public Health Department is unable to accomplish basic healthcare needs in the ADC. This creates staff shortages and increased costs for county taxpayers.

Memorandum of understanding

As you know, the memorandum of understanding between the Public Health Department and Sheriff's Office expired June 30, 2021 and has automatically renewed for one year periods. The current agreement expires again on June 30, 2023. No signatory to this agreement is currently an elected official or appointed county department director.

Our office has previously requested revisions to this agreement, but Public Health has not taken any steps to advance a revised agreement. We were hopeful a revised agreement with the Public Health Department would improve services, collaboration, and healthcare to avoid looking at other correctional healthcare service options.

Over the last several years, there have been several incidents related to the provision of correctional healthcare services provided under the Public Health Department. This has raised the question if Public Health is the best fit for the delivery of such services at the Ramsey County Jail. As such, I informed jail supervisors on Wednesday, January 25, 2023, that I am intending to look for alternative healthcare services for the Ramsey County Jail.

Next steps

The letter dated October 8, 2019, to the Ramsey County Chiefs will be revised to provide additional clarity. You will be provided with a copy of the updated letter.

In the interim, until a long-term solution is identified for correctional healthcare services for the ADC, we encourage the Public Health Department to demonstrate leadership, care, and:

- **Work collaboratively with the Sheriff's Office and ensure you have the facts.** The Sheriff's Office will continue to work with and support the Public Health Department, and we hope you will support our office.
- **Update and revise the agreement between the Public Health Department and Sheriff's Office related to the delivery of correctional healthcare services.** As the current correctional healthcare provider, it is your responsibility to ensure all agreements are up to date, including any changes to services, programming, and practices. We hope you will take this responsibility seriously and engage with our office to update the agreement.
- **Develop relationships and agreements with emergency medical service providers to ensure Public Health staff have access to timely and accurate information to inform decision-making and medical care.** Due to a variety of legal, privacy, and logistical concerns, the Sheriff's Office cannot assume responsibility for the provision of healthcare records management, including information sharing.



- **Ensure the necessary healthcare and medical equipment is made available for Public Health staff.** Within reason, the Sheriff's Office will support requests made by the Public Health Department, including funding from capital improvement program (CIP), to ensure healthcare and medical equipment is available. Please include Undersheriff Bill Finney and Undersheriff Kyle Mestad on any such requests.
- **Support county-wide efforts to reduce the jail population and ensure contract service providers for Rule 20 evaluations.** As you know, the ADC is overpopulated due to delays in the court system following the COVID-19 pandemic and delays in the Rule 20 process. We have repeatedly requested space at the Correctional Facility, but to date, every request has been denied. As leaders within the Health and Wellness Service Team, you have failed to act upon your opportunity to positively impact residents in-custody.

There are other issues not contained in the memorandum regarding the performance and criminal activity of your Public Health Department employees that I will be glad to discuss in a face-to-face meeting.

As a final thought - hospitals are the most dangerous point in the chain of custody of an offender. There have been several law enforcement officers in Minnesota, including a Ramsey County Deputy, killed in the line of duty while providing custodial care in a hospital setting. The safety of staff and the community must not be overlooked.

Thank your time and attention to these matters.



VIA EMAIL ONLY

Sheriff Bob Fletcher
Ramsey Sheriff's Office
1169 Rice Street
Saint Paul, MN 55102
bob.fletcher@co.ramsey.mn.us

Trista MatasCastillo, Chair
Ramsey County Board
15 W. Kellogg Blvd, Suite 220
Saint Paul, MN 55102
trista.matascastillo@co.ramsey.mn.us

Undersheriff William Finney
Ramsey County Adult Detention Center
425 Grove Street
Saint Paul, MN 55101
william.finney@co.ramsey.mn.us

CONDITIONAL LICENSE ORDER

Pursuant to Minnesota Statutes, section 241.021, subdivision 1a (a), the Minnesota Department of Corrections (DOC) hereby places Ramsey County Adult Detention Center's (ADC) license to provide adult detention facility services at 425 Grove Street, Saint Paul, MN 55101 on conditional status as of the date of this order. This means the Ramsey County ADC must limit its capacity to detain inmates as detailed below. This order is based on the Ramsey County ADC's failure to substantially conform to the minimum standards required under Minnesota Rules chapter 2911, and its failure to make satisfactory progress toward substantial conformance. These violations include Ramsey County ADC's repeated and ongoing noncompliance with minimum staffing requirements under Minnesota Rule 2911.0900 and other identified rule violations that appear to stem from these staffing issues as detailed below. Based on the DOC's investigation to date, Ramsey County ADC's failure to comply with applicable minimum staffing requirements has contributed to conditions that pose an imminent risk of life-threatening harm or serious physical injury to individuals confined or incarcerated in the facility, such that the reduction of capacity limits imposed by this conditional license order is necessary and will promptly correct the imminent risk of harm. This reduction in capacity is designed to ensure that Ramsey County ADC's staffing is sufficient to maintain the safety and wellbeing of the individuals in its care.

MINIMUM STANDARDS VIOLATED

Minn. R. 2911.0900

Minn. R. 2911.5800, subp. 2

Minn. R. 2911.5800, subp. 6

Minn. R. 2911.2525, subp. 1.A

Minn. R. 2911.5000

1450 Energy Park Drive, Suite 200 | St. Paul, MN 55108
Main: 651.361.7200 | Fax: 651.642.0223 | TTY: 800.627.3529
www.mn.gov/doc

FINDINGS OF VIOLATIONS OF MINIMUM STANDARDS

On January 27, 2023, the DOC received notice of a complaint against the Ramsey County ADC by Ramsey County Public Health, health authority for the Ramsey County ADC, that the safety and health of individuals at the facility are at risk. Specifically, the concerns raised in this complaint include the failure by Ramsey County ADC staff to follow directives of the health authority resulting in the denial of medical care to inmates as well as failures by Ramsey County ADC staff to transport multiple individuals to medical appointments that were determined to be necessary by the health authority. The DOC is currently investigating this complaint and has discovered in the course of its ongoing investigation multiple repeated violations of Minnesota Rules chapter 2911, which governs adult detention facilities.

Violations of Minimum Staffing Requirements

The DOC's ongoing investigation shows that Ramsey County ADC has repeatedly failed to meet minimum staffing requirements in violation of Minnesota Rule 2911.0900. After an inspection in November 2022, the DOC directed Ramsey County ADC to comply with minimum staffing requirements and directed the facility to submit a staffing plan to the DOC by December 31, 2022. On December 30, 2022, Ramsey County ADC submitted this required plan and informed the DOC that it was meeting required staffing levels. An audit of staffing records conducted as part of the DOC's current and ongoing investigation, however, found that minimum staffing levels were not met during 12 shifts between January 7 and January 25, 2023 in violation of Minnesota Rule 2911.0900.

Repeated Incidents of Failing to Provide Medical Care As Ordered by Ramsey County ADC's Health Authority

At 6:22 p.m. on December 12, 2022, correctional staff sought medical care for an individual in the Ramsey County ADC. At 6:35 p.m. the individual was assessed by medical staff who directed she be sent out by ambulance for medical care due to a suspected stroke. Correctional staff advised they did not have staff available and would call once they did. No ambulance was called until 7:42 p.m. and the individual was not admitted to the hospital until 7:58 p.m., more than an hour and a half after her symptoms were first observed. She was indeed suffering from a stroke. This is a violation of Minnesota Rule 2911.5800, subp. 2, which provides that medical matters are the sole province of the treating medical professional. In addition, the well-being checks immediately preceding this incident were reviewed and found to be out of compliance with the requirements of Minnesota Rule 2911.5000 in that correctional staff failed to take sufficient time to personally observe the well-being and status of the individual suffering the stroke.

On January 13, 2023, an inmate at Ramsey County ADC was sent to the hospital after he reported having swallowed drugs. When he returned to the facility, he reported that he ingested drugs between the time he left the hospital and his arrival back at the facility. Medical staff directed he be returned to the hospital for evaluation. Correctional staff refused to comply with this directive. This is a violation of Minnesota Rule 2911.5800, subp. 2, which provides that medical matters are the sole province of the treating medical professional.

On December 16, 2022, Medical staff was prevented from medically screening an individual who was initially brought to the Ramsey County ADC after an auto accident in violation of Minnesota Rule 2911.5800, subp. 6, which requires medical screenings to be "performed and recorded by trained staff on all inmates" on admission to a facility. Medical staff directed that the individual be screened but correctional staff refused in violation of Minnesota Rule 2911.5800, subp. 2. This individual was released without any medical screening being conducted.

On September 22, 2022, an individual entered the Ramsey County ADC and was placed in a holding cell from 7:48 a.m. until 1:10 a.m. on September 23, 2022 after being arrested for obstructing legal process and interfering with a police officer. Video evidence reveals that he was not provided any food or water during this time and that for a two-hour period he was bleeding without any attention from correctional staff. He was transported to the hospital at approximately 1:30 a.m. on September 23, 2022 for evaluation. This is a violation of Minnesota Rule 2911.5800, subp. 6, which requires medical screenings be performed and recorded by trained staff upon admission. In addition, Ramsey County ADC violated Minnesota Rule 2911.2525, subp. 1.A by failing to obtain and document emergency medical information within two hours of admission to the facility. This incident involved a delay in the provision of medical care due to correctional staff's failure to conduct proper well-being checks in violation of Minnesota Rule 2911.5000, subp. 5. The DOC provided Ramsey County ADC with a letter dated December 19, 2022 to Undersheriff Finney regarding this special incident.¹ In its letter the DOC required Ramsey County ADC to complete a written plan as to how it would address the violations by February 1, 2023. Ramsey County ADC failed to submit a plan.

Interviews with Ramsey County ADC staff identified inadequate staffing as contributing to the failure to timely follow medical directives as to the incidents described above.

Pattern of Failure to Conduct Timely and Appropriate Well-Being Checks

Ramsey County ADC has a long-documented history of failing to comply with the requirements of Rule 2911.5000, subp. 5 by failing to conduct timely and appropriate well-being checks of those in its custody. On February 10, 2022, the DOC issued Ramsey County ADC a correction order directing the facility to address its repeated and ongoing noncompliance with Rule 2911.5000, subp. 5. This correction order advised Ramsey County ADC that it was the "final correction order issued related to this ongoing noncompliance." The DOC's November 2022 inspection specifically identified continued non-compliance with well-being check requirements and the DOC directed Ramsey County ADC to submit a plan to address these concerns by December 15, 2022. In response, on November 29, 2022, Ramsey County ADC provided the DOC with a directive to their staff for well-being check audits beginning December 1, 2022. DOC's current investigation, however, identified continued non-compliance with well-being check requirements in December 2022 and January 2023 including well-being checks immediately preceding the incident involving the individual suffering a stroke detailed above.

TERMS OF CONDITIONAL LICENSE

Ramsey County ADC is hereby required to comply with the following terms in order to maintain its license:

1. Ramsey County ADC's approved capacity is reduced to 360 inmates and its operational bed capacity is reduced to 324 inmates from February 3, 2023 until November 30, 2023 or until further order by the DOC.
2. Ramsey County ADC must submit to the DOC a capacity-reduction plan to reach the capacity limits imposed by this Conditional License Order by close of business on Monday, February 6, 2023. This

¹ Ramsey County ADC is required to report emergencies or unusual occurrences at the facility to the DOC. *See* Minn. Stat. § 241.021, subd. 1, Minn. R. 2911.3700, subp. 4 (identifying types of occurrences required to be reported to the DOC, commonly referred to as special incidents).

plan must result in achieving the ordered capacity reduction no later than noon on Wednesday, February 8, 2023.

3. Ramsey County ADC must begin to immediately reduce facility population to comply with the capacity limits imposed by this order and provide daily written updates to Senior Detention Inspector Jen Pfeifer on these capacity-reduction efforts until the facility population is reduced to the capacity limits imposed by this order.
4. Ramsey County ADC must report to Senior Detention Inspector Jen Pfeifer any time the facility's population exceeds the capacity limits imposed by this order.

RIGHT TO REQUEST RECONSIDERATION

Ramsey County ADC has the right to request reconsideration of this conditional license order. Under Minnesota Statutes Section 241.021 subdivision 1e, any request for reconsideration does not stay any provision of this order. A request for reconsideration must:

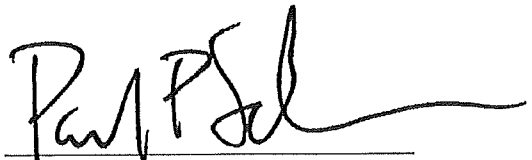
- Be in writing
- Be sent by certified mail to the Commissioner and postmarked no later than 30 calendar days after receipt of this order
- Specify the parts of the order that are alleged to be in error
- Explain why the order is in error
- Include any supporting documentation to show why the order is in error

Failure to follow these requirements will result in the loss of the right to request reconsideration. The timeline to seek reconsideration begins upon receipt of this order. Please send any request for reconsideration to:

Commissioner, Department of Corrections
ATTN: Inspection and Enforcement Unit
1450 Energy Park Drive, Suite 200
St. Paul, MN 55108

So ordered,

Date: 02/03/2023



Paul Schnell
Commissioner of Corrections

Board of Commissioners

Request for Board Action

Item Number: 2023-041

Meeting Date: 2/7/2023

Sponsor: Public Works

Title

Public Works Construction Quarterly Report for October 1, 2022 through December 31, 2022

Recommendation

Accept the Public Works Construction Quarterly Report for the period of October 1, 2022 through December 31, 2022.

Background and Rationale

A quarterly report of Public Works' construction contract modifications, such as quantity changes, change orders and supplemental agreements authorized by the Administrative Code 3.40.27(i) is required to be provided to the Ramsey County Board by county board resolutions 91-061, 2001-93 and B2022-013.

The attached report summarizes authorized changes for the period October 1, 2022 through December 31, 2022. All are within the limits established by resolutions 2001-93 and B2022-013. Resolution B2022-013 adopted the 2022-2026 Transportation Improvement Plan (TIP). The following link provides more detailed information on the TIP and links to current and future construction projects -

<https://www.ramseycounty.us/residents/roads-transit/transportation-improvement-program>

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

Any racial equity impacts would have been identified during the project delivery phase prior to construction.

Community Participation Level and Impact

Each project had gone through the appropriate level of community engagement prior to and during construction. The quarterly construction report is for information and made available to the public through this board agenda item.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Funding for these projects comes from various sources as identified and approved in the five-year TIP and are accounted for in the Public Works budget on a project basis at the time of contract award. Change orders and supplemental agreements are approved by participating funding agencies prior to execution.

Last Previous Action

On January 11, 2022, the Ramsey County Board adopted the Public Works 2022 - 2026 Transportation Improvement Program (Resolution B2021-013).

Attachments

1. Public Works Construction Quarterly Report

PUBLIC WORKS CONSTRUCTION QUARTERLY REPORT SUMMARY
For 10/1/2022 - 12/31/2022

NOTE: The changes identified below are those which occurred only during the fourth quarter of 2022.

Contract Number	Amendment Number	Contractor's Name	Date Approved	Amount of Contract	Project	Purpose of Contract Changes	Authority
CC003096	1	New Look Contracting Inc		\$ 3,500.00	County Road B-2 & Lexington Avenue Construction	Supplemental Agreement 1 - Gate valve installation at Sta. 13+03 RT due to hydrant relocation.	4.63.40a
CC003096	1	New Look Contracting Inc		\$ -	County Road B-2 & Lexington Avenue Construction	Supplemental Agreement 2 - Extention of completion date.	4.63.40a
CC003096	1	New Look Contracting Inc		\$ 1,626.52	County Road B-2 & Lexington Avenue Construction	Supplemental Agreement 3 - Installation of curb stops.	4.63.40a

Sponsor: Public Works

Meeting Date: 2/7/2023

Title: Public Works Construction Quarterly Report for October 1, 2022 through December 31, 2022

File Number: 2023-041

Background and Rationale:

A quarterly report of Public Works' construction contract modifications, such as quantity changes, change orders and supplemental agreements authorized by the Administrative Code 3.40.27(i) is required to be provided to the Ramsey County Board by county board resolutions 91-061, 2001-93 and B2022-013.

The attached report summarizes authorized changes for the period October 1, 2022 through December 31, 2022. All are within the limits established by resolutions 2001-93 and B2022-013. Resolution B2022-013 adopted the 2022-2026 Transportation Improvement Plan (TIP). The following link provides more detailed information on the TIP and links to current and future construction projects -

<https://www.ramseycounty.us/residents/roads-transit/transportation-improvement-program>

Recommendation:

The Ramsey County Board of Commissioners resolved to:

Accept the Public Works Construction Quarterly Report for the period of October 1, 2022 through December 31, 2022.

A motion to approve was made by Commissioner Frethem, seconded by Commissioner Reinhardt. Motion passed.

Aye: - 7: Frethem, MatasCastillo, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: _____



Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-048

Meeting Date: 2/7/2023

Sponsor: Public Works

Title

Minnesota Department of Transportation Corridors of Commerce Grant Application for Interstate-35E / County Road J

Recommendation

Support submittal of a Corridors of Commerce grant application to the Minnesota Department of Transportation in the amount of \$8.7 million for the Interstate-35E / County Road J project.

Background and Rationale

The Minnesota Department of Transportation (MnDOT) is currently soliciting projects statewide for its 2022-2023 Corridors of Commerce grant application process. There is \$250 million available for this program statewide with approximately 50% available for the metro area and 50% available for greater Minnesota. The Ramsey County Interstate-35E (I-35E) / County Road J interchange project is a good candidate for this funding since it involves a locally-led improvement to the MnDOT highway network and is scheduled for construction in the next four years.

The I-35E / County Road J interchange project will involve adding ramps to the north side of the existing I-35E interchange, reconstructing the County Road J bridge over I-35E and reconstructing County Road J from Centerville Road to Otter Lake Road, including new roundabouts and bicycle/pedestrian improvements.

This project is currently programmed for construction in the Ramsey County Transportation Improvement Program (TIP) for 2025 and is undergoing required federal environmental clearances and final design reviews with MnDOT and the Federal Highway Administration (FHWA). In addition to this Corridors of Commerce grant request, the project was also recently awarded a \$10 million federal construction grant from Metropolitan Council through its Regional Solicitation process.

Ramsey County is the lead agency for the project. The policy bodies of other project partners including Anoka County, the city of Lino Lakes, the city of North Oaks and White Bear Township are also providing resolutions of support for the grant application. The White Bear Area Chamber of Commerce has also provided a letter of support for the application.

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

Within a 3-mile radius of the project there are 10% people of color, 24% youth under the age of 18, 7% of people with a disability and 2% of people are below the poverty level.

Community Participation Level and Impact

There has been an extensive public engagement process associated with planned I-35E / County Road J interchange project to-date. This engagement has involved a variety of outreach strategies including public

meetings, a project website, pop-up events and resident and business surveys. This input has and will continue to influence the design alternatives under consideration and the final design concept that is ultimately selected. Other agencies partnering with Ramsey County on these public engagement efforts include MnDOT, Anoka County, the city of North Oaks, the city of Lino Lakes and White Bear Township.

☒ Inform ☒ Consult ☒ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

This project is included in the currently held valid Ramsey County 2022-2026 Transportation Improvement Program. Total construction costs in current dollars are estimated at approximately \$20 million. Through the Metropolitan Council Regional Solicitation process, \$10 million in federal construction funding has already been secured for the project. A Corridors of Commerce grant request has been submitted to MnDOT for \$8.7 million. If the Corridors of Commerce grant request is awarded by MnDOT, this will leave approximately \$1.3 million of local construction costs to be paid for by Ramsey County, Anoka County, the city of North Oaks, the city of Lino Lakes and White Bear Township. Ramsey County's share of these local construction costs will be paid for with County State-Aid Highway (CSAH) funding.

Last Previous Action

On January 11, 2022, the Ramsey County Board approved the 2022-2026 Transportation Improvement Program (Resolution B2022-013).

Attachments

None.

Sponsor: Public Works

Meeting Date: 2/7/2023

Title: Minnesota Department of Transportation Corridors of
Commerce Grant Application for Interstate-35E / County Road J

File Number: 2023-048

Background and Rationale:

The Minnesota Department of Transportation (MnDOT) is currently soliciting projects statewide for its 2022-2023 Corridors of Commerce grant application process. There is \$250 million available for this program statewide with approximately 50% available for the metro area and 50% available for greater Minnesota. The Ramsey County Interstate-35E (I-35E) / County Road J interchange project is a good candidate for this funding since it involves a locally-led improvement to the MnDOT highway network and is scheduled for construction in the next four years.

The I-35E / County Road J interchange project will involve adding ramps to the north side of the existing I-35E interchange, reconstructing the County Road J bridge over I-35E and reconstructing County Road J from Centerville Road to Otter Lake Road, including new roundabouts and bicycle/pedestrian improvements.

This project is currently programmed for construction in the Ramsey County Transportation Improvement Program (TIP) for 2025 and is undergoing required federal environmental clearances and final design reviews with MnDOT and the Federal Highway Administration (FHWA). In addition to this Corridors of Commerce grant request, the project was also recently awarded a \$10 million federal construction grant from Metropolitan Council through its Regional Solicitation process.

Ramsey County is the lead agency for the project. The policy bodies of other project partners including Anoka County, the city of Lino Lakes, the city of North Oaks and White Bear Township are also providing resolutions of support for the grant application. The White Bear Area Chamber of Commerce has also provided a letter of support for the application.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

Support submittal of a Corridors of Commerce grant application to the Minnesota Department of Transportation in the amount of \$8.7 million for the Interstate-35E / County Road J project.

A motion to approve was made by Commissioner Frethem, seconded by Commissioner Reinhardt.
Motion passed.

Aye: - 7: Frethem, MatasCastillo, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 
Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-016

Meeting Date: 2/7/2023

Sponsor: Public Health

Title

Grant Award from the Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services for Violence Against Women Act STOP Special Project

Recommendation

1. Ratify the submittal of the grant application to the Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services in the amount of \$306,455 for Violence Against Women Act STOP special project.
2. Accept a grant award and approve a grant agreement with the Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services for Violence Against Women Act STOP special project for the period of January 1, 2023 through December 31, 2024, in the amount of \$306,455.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Background and Rationale

Public Health's Sexual Offense Services (SOS) program provides victims of sexual violence 24/7 crisis advocacy, ongoing individual advocacy, counseling and support, community awareness, information and education. SOS services have been provided in Ramsey County since 1976 and SOS provides services to approximately 1,100 victims of sexual violence, annually. These services include:

- Crisis intervention 24/7/365 through SOS crisis phone services.
- Short-term emotional support.
- Assistance in securing emergency services such as shelter, food, childcare, clothing and other necessities.
- Transportation as necessary and appropriate.
- Information and referral regarding criminal justice process, victim's rights, other victim service referrals including counseling options, Legal Advocacy for Victim service immigration services and other community organizations services.
- Assistance and accompaniment in obtaining emergency medical procedures 24/7/365 and any additional follow up information and referral.
- Assistance to survivors including any criminal justice system services including accompaniment during criminal justice events including law enforcement investigations, notification regarding criminal justice events and with victim impact statement needs.
- Assistance to survivors during civil, and/or family court activities and other legal matters.
- Assistance to survivors in filing victim compensation claims.
- Assistance to survivors in accessing human/social/family services.
- Assistance with interpretation, translation and culturally appropriate materials.
- Assistance with emergency shelter and housing services including transitional and relocation assistance.

- Follow up with victim survivors after initial contact and post any criminal justice events.

Public Health applied for a grant from the Minnesota Department of Public Safety titled Violence Against Women Act (VAWA) STOP special project to develop, implement and pilot a program offering victims of sexual violence options when reporting to law enforcement and a multijurisdictional investigator through the Saint Paul Police Department (SPPD). This grant supports victims/survivors served by Public Health's SOS program who choose to report a sex crime and/or desire more autonomy and control over their engagement within the criminal justice system (CJS).

Ramsey County has committed to providing trauma informed and victim-centered care through the Implementation Plan for System Change (Plan) which was placed into action in 2019. The Plan was developed by the Sexual Assault Collaborative which is made up of all nine law enforcement agencies in Ramsey County, the County Attorney's Office and Public Health. A key element in this plan is direct collaboration and referrals from SPPD to SOS allowing sexual assault advocates to support victims reporting to law enforcement. The special project that will be developed and piloted from January 1, 2023 to December 31, 2024, will expand SOS services creating an avenue for victims of sexual assault to report directly to an advocate and have greater control of the depth of the investigation they desire. End Violence Against Women International published "Opening Doors: Alternative Reporting Options for Sexual Assault Victims" by Lonsway, Archambault, Huhtanen which articulates the success of offering reporting options and the significant community demand to expand resources outside of the criminal justice system.

Additionally, this grant will fund an existing sex crimes investigator from SPPD to provide consultation and guidance across jurisdictions. Supplying expertise in the investigation process will significantly mitigate the re-traumatization of a victim by ensuring that trauma informed care is of the greatest standard and minimizing a victim's chances of being re-exposed to the crime through efficient and effective protocols and procedures.

To accomplish this work, Public Health will use an existing position throughout the term of the grant to develop, implement, evaluate and complete the pilot program. SPPD will use one previously approved limited duration sex crime investigator to support the program development and provide multijurisdictional investigative support.

The organizational experience of Public Health will also lead to the effectiveness of the proposed activities. Public Health has extensive experience engaging residents and meeting community needs that are culturally specific and require an alternative to traditional reporting measures including Black/African American, African-Born, Asian-Pacific Islander, Latino populations, LGBTQ communities, and Native American populations

County Goals (Check those advanced by Action)

☒ Well-being ☐ Prosperity ☐ Opportunity ☐ Accountability

Racial Equity Impact

Public Health recognizes that sexual violence is supported by all forms of oppression. To address this, the goals, objectives and outcomes of SOS's practices, structure and funding requests are centered to serve residents who are more likely to be marginalized in society. The funding of this grant supports one limited duration position that provides trauma-informed, culturally competent services and assistance with embedding into SOS equitable policies and procedures that are trauma-informed, culturally competent services to underserved communities in Ramsey County who have experienced sexual violence and do not desire nor feel safe engaging with the existing criminal justice system.

Most primary victim survivors served by SOS are non-White. Racially and ethnically diverse communities experience sexual violence at higher rates than White populations as reflected in the National Crime Victimization Survey and data collected by SOS. With the high disparity of sexual violence in the Black

communities, the SOS program commits to identifying new options for victims to feel empowered and safe if wishing to report a crime.

SOS is determined to make sexual violence advocacy services accessible to victims/survivors with limited English proficiency as well as deaf and hard of hearing individuals. Four of six staff speak and write fluently in another language (Hmong, Spanish, Arabic) and several more volunteer advocates speak additional languages including Somali, Swahili, Mandarin, Cantonese, French, Portuguese and more. All employees and volunteers are trained on and access the Language Line as a tool to provide 24/7 translation services in over 240 languages.

In the last two years, SOS has engaged in multiple outreach activities with a diverse array of disciplines including multiple private and public schools, Public Health, Ramsey County Social Services, shelters for people experiencing homelessness, libraries, the National Guard, clinics and other community-based programs. In partnership with the Ramsey County Attorney's Office, local law enforcement and medical providers, SOS helped train every new and current patrol officer in Ramsey County from all nine law enforcement agencies in 2019-2020. SOS is also a standing member of the Ramsey County Children's Multidisciplinary Team, especially with cases where there is risk of sexual violence and exploitation, and the Ramsey County Adult Protection Multidisciplinary Team. Additionally, SOS supported the Minnesota Department of Human Services in developing statewide training for nursing homes and elderly care facilities in identifying signs of sexual violence, mitigating risks and supporting survivors.

Community Participation Level and Impact

SOS informs clients about and offers referrals to community culturally specific partner programs. SOS has led and supported various community outreach events and campaigns including Start by Believing, an annual SOS Walk to Honor Survivors and Sexual Violence Action Program with Saint Paul Public Schools. Additional methods of outreach and community involvement include an online evaluation of services for clients, an ASKSOS email for community members and stakeholders to easily connect with SOS staff, and when fiscally able, SOS provides focus groups to seek input from both victims and survivors but also community stakeholders. SOS has one staff member dedicated to outreach to provide awareness and education regarding sexual violence and SOS services. Additionally, the Sexual Assault Protocol Team is a partnership with over 90 people participating from over 30 agencies.

☒ Inform ☒ Consult ☒ Involve ☒ Collaborate ☒ Empower

Fiscal Impact

The program costs will be covered by grant funding through the Minnesota Department of Public Safety in the amount of \$306,455 between January 1, 2023 and December 21, 2024. The grant requires a match in the amount of \$102,152. This amount is included in the 2023 Public Health budget. To accomplish this work, Public Health will use an existing limited duration position.

Last Previous Action

None.

Attachments

1. Grant Agreement



Minnesota Department of Public Safety (“State”) Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: VAWA STOP Special Projects 2023 Grant Contract Agreement No.: A-VAWA-2023-RAMS-SOS-00004
Grantee: St. Paul - Ramsey County Department of Public Health, Sexual Offense Services (SOS) 90 W Plato Boulevard St Paul, Minnesota 55107	Grant Contract Agreement Term: Effective Date: 1/1/2023 Expiration Date: 12/31/2024
Grantee’s Authorized Representative: Emily Huemann, Program Supervisor St Paul - Ramsey County Department of Public Health, Sexual Offense Services (SOS) 90 W Plato Boulevard St Paul, Minnesota 55107 (651) 266-1280 emily.huemann@co.ramsey.mn.us	Grant Contract Agreement Amount: Original Agreement \$306,455.00 Matching Requirement \$102,152.00
State’s Authorized Representative: Casey Cashman, Grant Manager Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 231-8739 Casey.cashman@state.mn.us	Federal Funding: CFDA 16.588 FAIN: 15JOVW-21-GG-00528-STOP & 15JOVW-22- GG-00431-STOP State Funding: None Special Conditions: Attached and incorporated into this grant agreement. See page 3.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved VAWA STOP Special Projects 2023 Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the VAWA STOP Special Projects 2023 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-VAWA-2023-RAMS-SOS-00004 / 3-84969

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative



Special Conditions

1. Time limitations on funding use:

\$132,000.00 is available from January 1, 2023 through June 30, 2023.

\$174,455.00 is available from January 1, 2023 through December 31, 2024.

VAWA STOP Special Projects 2023

EXHIBIT A

Organization: St Paul - Ramsey County Department of Public Health, Sexual Offense Services (SOS)

A-VAWA-2023-RAMS-SOS-00004

Budget Summary

Budget				
Budget Category	VAWA	State	Match	
Indirect Costs				
Indirect Costs	\$18,397.00	\$0.00	\$0.00	
Total	\$18,397.00	\$0.00	\$0.00	
Personnel				
SOS Legal Advocate	\$134,285.00	\$0.00	\$0.00	
SOS Supervisor	\$0.00	\$0.00	\$20,700.00	
VAWA Workgroup	\$0.00	\$0.00	\$24,000.00	
Total	\$134,285.00	\$0.00	\$44,700.00	
Payroll Taxes & Fringe				
Payroll taxes/fringe	\$49,687.00	\$0.00	\$7,659.00	
Total	\$49,687.00	\$0.00	\$7,659.00	
Contract Services				
SPPD Contract	\$104,086.00	\$0.00	\$21,881.00	
Total	\$104,086.00	\$0.00	\$21,881.00	
Travel & Training				
Travel & Training	\$0.00	\$0.00	\$8,840.00	
Total	\$0.00	\$0.00	\$8,840.00	
Office & Program Expenses				
Office and Program	\$0.00	\$0.00	\$8,320.00	
Total	\$0.00	\$0.00	\$8,320.00	
Other Expenses				
Direct Client Assistance	\$0.00	\$0.00	\$10,752.00	
Total	\$0.00	\$0.00	\$10,752.00	
Total	\$306,455.00	\$0.00	\$102,152.00	

Sponsor: Public Health

Meeting Date: 2/7/2023

Title: Grant Award from the Minnesota Department of Public Safety,
Office of Justice Programs, Crime Victim Services for Violence
Against Women Act STOP Special Project

File Number: 2023-016

Background and Rationale:

Public Health's Sexual Offense Services (SOS) program provides victims of sexual violence 24/7 crisis advocacy, ongoing individual advocacy, counseling and support, community awareness, information and education. SOS services have been provided in Ramsey County since 1976 and SOS provides services to approximately 1,100 victims of sexual violence, annually. These services include:

- Crisis intervention 24/7/365 through SOS crisis phone services.
- Short-term emotional support.
- Assistance in securing emergency services such as shelter, food, childcare, clothing and other necessities.
- Transportation as necessary and appropriate.
- Information and referral regarding criminal justice process, victim's rights, other victim service referrals including counseling options, Legal Advocacy for Victim service immigration services and other community organizations services.
- Assistance and accompaniment in obtaining emergency medical procedures 24/7/365 and any additional follow up information and referral.
- Assistance to survivors including any criminal justice system services including accompaniment during criminal justice events including law enforcement investigations, notification regarding criminal justice events and with victim impact statement needs.
- Assistance to survivors during civil, and/or family court activities and other legal matters.
- Assistance to survivors in filing victim compensation claims.
- Assistance to survivors in accessing human/social/family services.
- Assistance with interpretation, translation and culturally appropriate materials.
- Assistance with emergency shelter and housing services including transitional and relocation assistance.
- Follow up with victim survivors after initial contact and post any criminal justice events.

Public Health applied for a grant from the Minnesota Department of Public Safety titled Violence Against Women Act (VAWA) STOP special project to develop, implement and pilot a program offering victims of sexual violence options when reporting to law enforcement and a multijurisdictional investigator through the Saint Paul Police Department (SPPD). This grant supports victims/survivors served by Public Health's SOS program who choose to report a sex crime and/or desire more autonomy and control over their engagement within the criminal justice system (CJS).

Ramsey County has committed to providing trauma informed and victim-centered care through the Implementation Plan for System Change (Plan) which was placed into action in 2019. The Plan was developed by the Sexual Assault Collaborative which is made up of all nine law enforcement

agencies in Ramsey County, the County Attorney's Office and Public Health. A key element in this plan is direct collaboration and referrals from SPPD to SOS allowing sexual assault advocates to support victims reporting to law enforcement. The special project that will be developed and piloted from January 1, 2023 to December 31, 2024, will expand SOS services creating an avenue for victims of sexual assault to report directly to an advocate and have greater control of the depth of the investigation they desire. End Violence Against Women International published "Opening Doors: Alternative Reporting Options for Sexual Assault Victims" by Lonsway, Archambault, Huhtanen which articulates the success of offering reporting options and the significant community demand to expand resources outside of the criminal justice system.

Additionally, this grant will fund an existing sex crimes investigator from SPPD to provide consultation and guidance across jurisdictions. Supplying expertise in the investigation process will significantly mitigate the re-traumatization of a victim by ensuring that trauma informed care is of the greatest standard and minimizing a victim's chances of being re-exposed to the crime through efficient and effective protocols and procedures.

To accomplish this work, Public Health will use an existing position throughout the term of the grant to develop, implement, evaluate and complete the pilot program. SPPD will use one previously approved limited duration sex crime investigator to support the program development and provide multijurisdictional investigative support.

The organizational experience of Public Health will also lead to the effectiveness of the proposed activities. Public Health has extensive experience engaging residents and meeting community needs that are culturally specific and require an alternative to traditional reporting measures including Black/African American, African-Born, Asian-Pacific Islander, Latino populations, LGBTQ communities, and Native American populations

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Ratify the submittal of the grant application to the Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services in the amount of \$306,455 for Violence Against Women Act STOP special project.
2. Accept a grant award and approve a grant agreement with the Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services for Violence Against Women Act STOP special project for the period of January 1, 2023 through December 31, 2024, in the amount of \$306,455.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

A motion to approve was made by Commissioner Frethem, seconded by Commissioner Reinhardt. Motion passed.

Aye: - 7: Frethem, MatasCastillo, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 
Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-049

Meeting Date: 2/7/2023

Sponsor: Property Management

Title

Agreement with Central Roofing for Ramsey County Courthouse/City of Saint Paul City Hall Roof Improvement Project

Recommendation

1. Approve the selection of and agreement with Central Roofing Company, 4550 Main Street NE, Minneapolis, MN 55421, for the Ramsey County Courthouse/City of Saint Paul City Hall Roof Improvement Project, for the period of February 7, 2023 through February 6, 2025, in the not-to-exceed amount of \$2,699,000.
2. Authorize the Chair and the Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute change orders and amendments to the agreement in accordance with the county's procurement policies and procedures, provide the amounts are within the limits of available funding.

Background and Rationale

The Ramsey County Courthouse/Saint Paul City Hall roof and select HVAC systems are nearing their useful lifecycles and need replacement. In October of 2018, Ramsey County Property Management procured the professional services of Encompass Inc. to perform a condition assessment of the 19th and 20th floor roofs and HVAC equipment. The assessment revealed areas of roof membrane, roof flashing, and HVAC ductwork that showed early signs of failure and potential for moisture intrusions. The assessment recommended roof replacement and HVAC ductwork in 3-5 years. On October 4, 2022, Encompass Inc, submitted final copies of the project specifications and plans to Ramsey County Property Management to be included in the procurement process. The project timeline has a tentative start date of February 7, 2023, and substantial completion date of August 15, 2023.

On October 19, 2022, in accordance with county procurement policies and procedures, a competitive solicitation for the project was issued. Below is the competitive solicitation summary:

- Request for Bids Title: Courthouse Roof Improvement Project
- Request for Bids Release Date: October 19, 2022
- Request for Bids Response Due Date: November 17, 2022
- Number of Contractors Notified: 1426
- Number of Request for Bids Responses Received: 1
- Contractor Recommended: Central Roofing Company

Central Roofing Company was the only responsive and responsible bidder for the project. It has been determined that a Project Labor Agreement will not be required for the project.

County Goals (Check those advanced by Action)

☒ Well-being

☐ Prosperity

☐ Opportunity

☒ Accountability

Racial Equity Impact

The racial equity impact of this project is not fully known. The project will include workforce inclusion goals of 32% minority and 20% women, as well as a goal of utilizing 32% certified small businesses (SBEs) found in the CERT directory recognized by the county as the acceptable source for SBE subcontractors and suppliers in conformance with the county's approved policy on workforce inclusion and contracting goals.

Community Participation Level and Impact

The Capital Improvement Program Advisory Committee (CIPAC), made up of Ramsey County residents appointed by the Ramsey County Board, reviews the projects submitted for the Capital Improvement Program Fund. This solicitation was issued in accordance the county's procurement policies and procedures.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The project is funded by \$548,700 from the 2021 Ramsey County Courthouse Capital Improvement Program (CIP) Building Improvement budget and \$2,150,300 from the 2023 CIP Major Project for the Ramsey County Courthouse/City of Saint Paul City Hall Roof Improvement Project.

Last Previous Action

On February 1, 2022, the Ramsey County Board of Commissioners resolved that a Project Labor Agreement shall not be used for the Ramsey County Courthouse/Saint Paul City Hall roof improvement project (B2022-043).

Attachments

1. Agreement with Central Roofing Company

RAMSEY COUNTY PROCUREMENT CONTRACT

Property Management

PROPERTY MANAGEMENT
SUITE 2200
121 SEVENTH PLACE EAST
ST. PAUL MN 55101
USA

Supplier 0000025989
CENTRAL ROOFING
4550 MAIN STREET NE
MINNEAPOLIS MN 55421
USA

Open

Dispatch via Print

Contract ID CC003130		Page 1 of 1	
Contract Dates 02/07/2023 to 02/06/2025	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: COURTHOUSE ROOF IMPROVEMENT		Contract Maximum 2,699,000.00	

Tax Exempt? N Tax Exempt ID:

Contract Lines:

Line #	Supplier Item	Item Desc	UOM	Minimum Order		Maximum / Open	
				Qty	Amt	Qty	Amt
1		ROOF MAINTENANCE REPAIR	EA	1.00	0.00	0.00	0.00

NOTE: The Ramsey County General Contract/Agreement Terms and Conditions is attached hereto and incorporated by reference. This Ramsey County Procurement Contract, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties.

PROVIDE ALL SUPPLIES, EQUIPMENT, MATERIALS AND LABOR REQUIRED FOR COURTHOUSE ROOF IMPROVEMENT PROJECT IN ACCORDANCE WITH THE SOLICITATION RFB-PRMG27617 RELEASED 10/24/22 (WHICH INCORPORATES THE PROJECT MANUAL AND CONSTRUCTION PLANS) AND ALL ADDENDA, AND CONTRACTOR SOLICITATION RESPONSE DATED 11/17/22. THE BID PROPOSAL FORM IN THE CONTRACTOR SOLICITATION SETS FORTH THE LIST OF CONTRACT TERMS AND PRICING.

PERIOD OF PERFORMANCE:

ORIGINAL TERM: 02/07/2023 through 02/06/2025
RENEWAL 1: 02/07/2025 through 02/06/2026

APPROXIMATE VALUE OF 3 YEAR TERM: \$2,699,000

CONTRACTOR CONTACT: Henri German
CONTRACTOR PHONE#: 952-292-1221
CONTRACTOR EMAIL: hgerman@centralroofing.com

COUNTY CONTACT: Nicholas Fahey
COUNTY PHONE#: 612-499-0385
COUNTY EMAIL: Nicholas.Fahey@co.ramsey.mn.us

REQ# PRMG27617

All shipments, shipping papers, invoices and correspondence must be identified with our Contract ID Number. Price increases will not be honored. Errors: In case of error in calculating or typing, the quoted unit price will be used as basis for correction of this order. Freight: Unless otherwise specified herein, prices are F.O.B. destination, with freight prepaid and included. Tax: Unless otherwise specified herein, prices are inclusive of applicable taxes.

Unauthorized



1. Contracting for Equity

1.1. Commitment to Advancing Racial Equity

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures. Contractors will be equitable, inclusive, transparent, respectful and impactful in serving and engaging residents. Contractors will have meaningful and authentic engagement with community and employees to strengthen the administration, development and implementation of policies and procedures to advance racial equity and ensure that all residents in need have awareness of and access to contracted services.

Please review Ramsey County's [Advancing Racial Equity policy](#) to learn more about Ramsey County's commitment to racial equity.

1.2. Non-Discrimination (In accordance with Minn. Stat. § 181.59)

Contractors will comply with the provisions of Minn. Stat. § 181.59 which require:

"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."

1.3. Equal Employment Opportunity and Civil Rights

1.3.1.

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record

(subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. Contractors will furnish all information and reports required by the county or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

1.3.2.

Contractors shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

1.3.3.

Contractors shall agree that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

1.3.3.1.

Denied access to or opportunity to participate in or receive benefits from any service offered by contractors under the terms and provisions of this agreement; nor

1.3.3.2.

Subject to discrimination in employment under any program or activity related to the services provided by contractors.

1.3.3.3.

If it is discovered that a contractor is not in compliance with applicable regulations as warranted, or if the contractor engages in any discriminatory practices, as described above, then the county may cancel said agreement as provided by the cancellation clause of this agreement.

1.4. Utilization of Certified Vendors

The county has adopted the Principles for Inclusiveness in Contracting Program ("IICP") in order to increase the participation of small businesses ("SBEs") in the county's purchasing activities. The contracting inclusion goal for this Project is: 32%.

1.5. Diverse Workforce Initiative

The county has a goal of continuing to increase participation of qualified minorities and women in each county construction project. The county has established a goal of 20% women and 32% minority goal for site workforce utilization for the project.

1.6. Workforce and Contracting Inclusion Reporting

1.6.1. Contracting Inclusion

Contractors shall complete and submit Attachment D -- Contracting Inclusion Reporting Forms with monthly applications for payment or as otherwise directed by the county project manager.

The report shall specify the project and contract number and include:

Ownership: Including but not limited to CERT small business enterprises (SBEs), minority owned enterprises (SMBEs), women owned enterprises (SWBEs), minority women owned enterprises (SWMBEs) and veteran enterprises (SVBEs).

- a. All certifications of the prime contractor.
- b. Name of sub-contractor and all certifications of each sub-contractor along with amounts paid to each sub-contractor to date.

1.6.2. Workforce Inclusion

Contractor (and all appropriate subcontractors) shall utilize County's LCP Tracker software system for submission of completed certified payroll reports and the LCP Tracker workforce inclusion 'Goal Report' with monthly applications for payment or as otherwise directed by the county project manager. County shall provide LCP Tracker training to Contractor if requested.

1.7. Diverse Workforce Inclusion Resources

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the websites below:

1. <http://www.ramseycounty.us/jobconnect>
2. <http://www.ramseycounty.us/constructionconnect>

Job Connect and the Construction Connect provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Connect is an online and in-person network dedicated to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to help meet diversity hiring goals. Additional assistance is available through askworkforcesolutions@ramseycounty.us or by calling 651-266-9890.

2. General Contract/Agreement Terms and Conditions

2.1.

The Contract resulting from this solicitation shall contain the following terms and conditions stated in this Section 3.

2.2. Definitions

AGREEMENT

The entire and integrated written document between the Owner and the Contractor concerning the Work. The Agreement contains all Contract Documents, as defined below, and supersedes prior representations, and agreements, whether written or oral, and sets forth the parties

obligations, including but not limited to, the performance of the Work, the furnishing of labor and materials, and all other requirements in the Contract Documents.

AGGREGATE

Natural materials such as sand, gravel, crushed rock, or taconite tailings, and crushed concrete or salvaged bituminous mixtures, usually with a specified particle size, for use in base course construction, paving mixtures, and other specified applications.

BID

The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER

The individual or entity who submits a Bid to Owner.

CALENDAR DAY

Every day shown on the calendar, being 24 hours in length measured from midnight to the next midnight.

CONTRACTOR

The selected Bidder, an individual, firm, or corporation, contracting for and undertaking the completion of the prescribed Work; acting directly or through a duly authorized representative.

CONTRACT DOCUMENTS

Includes the Request for Bids (RFB), addenda, contractor bid, response forms, bonds, general terms and conditions, specifications, supplemental specifications, special provisions, plans, detail plans, Notice to Proceed, supplemental plans, change orders, supplemental agreements, field orders and shop plans.

CONTRACT PRICE

The total monetary amount to be paid to the Contractor for completion of the work in accordance with the Contract Documents as stated in the Agreement, including any approved Change Orders that have increased or decreased the original total monetary amount to be paid the Contractor.

CONTRACT TIME

The Substantial Completion date or number of calendar days allowed for substantial completion of the Work, including approved time extensions.

DETOUR

A road or system of roads, usually existing, designated as a temporary route by the Owner's Representative or Contractor to divert through traffic from a section of roadway being improved.

EASEMENT

A right acquired to use or control property for a designated purpose.

FIELD ORDER

A written order effecting change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Owner's Representative to the Contractor during construction.

GUARANTEED ANALYSIS

A guarantee from a manufacturer, producer or supplier of a product that the product complies with the ingredients or specifications as indicated on the product label.

HOLIDAYS

The days of each year set aside by legal authority for public commemoration of special events, and on which no public business shall be transacted except as specifically provided in cases of necessity. Unless otherwise noted, holidays shall be as established in Min. Stat. Section 645.44.

INDUSTRY STANDARD

An acknowledged and acceptable measure of quantitative or qualitative value or an established procedure to be followed for a given operation within the given industry. This will generally be in the form of a written code, standard or specification by a creditable association.

MATERIALS

Any substances specified for use in the construction of the Project and its appurtenances.

PAY, BID OR CONTRACT ITEM

A specifically described unit of work for which a price is provided for in the Agreement.

NOTICE TO PROCEED

A written notice given to the Contractor by the Owner or Owner's Representative to proceed with the Work including, stating when applicable the date of the beginning of the Contract Time and the days until Substantial Completion is required or stating the date upon which Substantial Completion is to be achieved.

OWNER

The Owner of the Project is Ramsey County, and the term "Owner" shall mean the County.

OWNERS REPRESENTATIVE

An architect, designer, engineer, construction manager, or other person designated by the Owner to act on the Owner's behalf.

PLAN(S)

The plans, profiles, typical cross sections, and supplemental plans that show the locations, character, dimensions, and details of the work to be completed.

PROJECT

The Work to be performed under the Contract Documents.

PUNCH LIST

A notification to the contractor, in writing, of any particulars in which an inspection revealed that the Work is defective or incomplete.

SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

SPECIFICATIONS

All directions, provisions, and requirements defining the materials and performance of the Work.

SUBCONTRACTOR

The subcontractor is an individual, firm or corporation acting for or on behalf of the Contractor in performing any part of the Work. The subcontractor has a direct contract with the Contractor or another subcontractor and not the Owner.

SUBSTANTIAL COMPLETION

That date as certified by the Owner's Representative when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Agreement, so that the Project or specified part can be utilized for the purposes for which it is intended.

SUPPLEMENTAL AGREEMENT

A written agreement between the Owner and the Contractor, covering the performance of extra work or other alterations or adjustments to the Work or any of the Contract Documents as provided for within the general scope of the Agreement, but which extra work or Change Order constitutes a modification of the Agreement as originally executed and approved.

SUPPLIERS

Any person, supplier or organization who supplies materials or equipment for the Work, including those fabricated to a special design, but who does not perform labor at the Project site.

WORK

The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the Project and the carrying out of the duties and obligations of the Contractor under the Contract Documents.

2.3. Order of Governance

2.3.1.

The Contract Documents comprise the entire agreement between the County and the Contractor and supersede prior representations, understandings or agreements, whether written or oral. The Contract Documents shall be construed in accordance with Minnesota law and shall be deemed to incorporate Laws and Regulations whether in force before or after submission of Bids, with which the Contractor is required to comply. It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any Work, materials, or equipment, whether or not specifically called for, that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be furnished and performed by the Contractor without change in the Contract Price or Contract Time.

2.3.2.

To resolve conflicts between various portions of the Contract Documents that may arise, priority and order of precedence shall be given to the Contract Documents as follows:

1. Change Order,
2. Field Order,
3. Other Supplemental Agreement,
4. Supplemental Specification,
5. Supplemental Plan,
6. Project Manual,
7. Specifications,
8. Plans,
9. General Contract/Agreement Terms and Conditions,
10. Ramsey County Procurement Contract
11. Addenda to the RFB,
12. Request for Bids (RFB)

2.3.3.

If discrepancies exist between dimensions in the Contract documents, the following order of precedence applies:

1. Plan dimensions,
2. Calculated dimensions,
3. Scaled dimensions.

The Owner and the Contractor shall inform each other as to any discrepancy or defect they discover in the Contract Documents. Neither the Contractor nor the Owner shall take advantage of any discrepancy or defect in the Contract Documents. The Owner will review the identified discrepancy or defect to determine if a revision to the Contract Documents is necessary. The Owner will decide all issues concerning a discrepancy or defect.

2.4. Payment

2.4.1.

If this is a lump sum contract for supplies, equipment, materials and labor, or construction, invoices shall include any applicable State or Federal sales, excise or other tax. Do not itemize tax separately.

2.4.2.

If this is a contract for supplies, equipment or materials purchased for a golf course or solid waste hauling and recycling, the contractor shall itemize any applicable State or Federal sales, excise or other tax separately on the invoice.

2.4.3.

Each invoice must include a progress report on achievement of project SBE and Workforce goals. No payment will be made until the invoice and progress report have been approved by the County.

2.4.4.

Payments shall be made when the materials/services have been received in accordance with the provisions of the resulting contract.

2.5. Application for Payments

2.5.1.

The Contractor shall submit an invoice as mutually agreed upon by Contractor and the County.

2.5.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

2.5.3. Surety Deposit Requirement for Non-Minnesota Construction Contractors

For **any one contract** where the anticipated contract value of the construction portion of the contract exceeds \$50,000, the department must withhold 8 percent from payments and send the money to the Minnesota Department of Revenue. The department will hold the funds as surety for the payment of state taxes owed as a result of the contract. For more information about this law, including exceptions to the withholding requirement, visit the [MN Department of Revenue](#) or [Withholding Tax Fact Sheet 12 -- Surety Deposits for Non-Minnesota Construction Contractors](#).

2.5.4.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount. Payment for Materials stored will be conditioned on the following: The Contractor shall submit evidence to establish the Owner's title to such materials; acceptable provisions have been made for storage; the Contractor is responsible for all loss, theft, vandalism, storage and similar peril for the full value of the stored Material.

2.5.5.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

2.5.6.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

2.5.7.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

2.5.8.

The Contractor shall pay the applicable prevailing wage rates at the time, during which, the work is being performed. Attachment B -- Statement of Compliance for Ramsey County Contractors and Attachment C -- Ramsey County Prevailing Wage Biweekly Payroll Report shall be completed and submitted per Ramsey County Prevailing Wage Ordinance No. 2013-329. See also Section 3.42.

2.5.9.

Payment for Materials stored will be conditioned on the following: The Contractor shall submit evidence to establish the Owner's title to such materials; acceptable provisions have been made for storage; the Contractor is responsible for all loss, theft, vandalism, storage and similar peril for the full value of the stored Material.

2.5.10.

The County and the Contractor must comply with Minn. Stat. § 15.72, Progress Payments on Public Contracts; Retainage. The County will reserve and release retainage in accordance with Minn. Stat. § 15.72, subd. 2. The County will reserve retainage of five percent from each progress payment on a public improvement contract. Consistent with Minn. Stat. §15.72, the Contractor shall pay all remaining retainage to its subcontractors no later than ten days after receiving payment of retainage from the County, unless there is a dispute about the work under a subcontract. If there is a dispute about the work under a subcontract, the Contractor must pay out retainage to any subcontractor whose work is not involved in the dispute, and must provide a written statement detailing the amount and reason for the withholding to the affected subcontractor.

2.5.11.

When any of the above grounds for which payment is being withheld is removed, payment shall be made for the amount withheld.

2.5.12.

At the time of Project close out, the Contractor shall submit the following listed items and the final payment and the remaining retained percentage shall become due until the Contractor submits to the Owner each of the following:

1. Contractor IC-134;
2. Subcontractor(s) IC-134;
3. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied (the form of affidavit for use by the Contractor and all Subcontractors will be provided by the Owner to the Contractor prior to Project close-out);
4. Consent of surety, if any, to final payment;
5. Submission of two copies of operation and maintenance manuals with provided warranty documentation for products;
6. Two copies of as-built plans identifying modifications to original plans;
7. If required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising from the Agreement, to the extent and in such form as may be designated by the Owner;
8. Temporary Certificate of Occupancy, if applicable;
9. Final Certificate of Occupancy;
10. Substantial completion on Certificate (signed by the Architect/Engineer and the Contractor);
11. Completed punch list signed by the Contractor;
12. Storm water NPDES Notice of Termination (if applicable);
13. All Prevailing Wage Reports through the completion of the Work;
14. Final SBE report;
15. Final Diverse workforce report;
16. Copies of Project records and evidence that all required operation and maintenance training has been completed and all required training manuals, videos and similar or related documents. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Before final payment is made, the Contractor shall also make a satisfactory showing that it has complied with the provisions of Minn. Stat. § 290.92 requiring the withholding of state income tax from wages paid to the Contractor's employees for Work performed under the Agreement. Receipt by the Owner of a certificate of compliance from the Commissioner of Revenue will satisfy this requirement.

The Contractor has been advised that before the certificate can be issued Contractor must first place on file with the Commissioner of Revenue, an affidavit stating that Contractor has complied with the provisions of Minn. Stat. § 290.92. Unless the Contractor has presented an affidavit to the Owner's Representative showing that all claims against Contractor by reason of the Agreement have either been paid or satisfactorily secured, final payment may be withheld or a sufficient amount may be retained there from to cover the unpaid and potential claims.

2.6. Payment for Uncorrected Work

If the Owner directs the Contractor not to correct Work that has been damaged or that has not been performed in accordance with the Contract Documents, an equitable deduction from the Contract Price shall be made by means of a change order to compensate the Owner for the uncorrected Work.

2.7. Payment for Rejected Work and Materials

The removal of Work and Materials rejected and the re-execution of acceptable Work by the Contractor shall be at the expense of the Contractor, and they shall pay the cost of replacing the Work of other contractors destroyed or damaged by the removal of the rejected Work or Materials and the subsequent replacement of acceptable Work.

2.8. Payment for Extra Work

Written notice of claims for payments for extra Work ("Extra Work") shall be given by the Contractor within three (3) days after receipt of a Field Order from the Owner's Representative to proceed with the Extra Work and the written notice shall be made before any Extra Work is commenced by the Contractor, except in emergency situations endangering life or property. No claim for payment for the Extra Work shall be valid unless the written claim is made in the manner required by this Section. The Contractor shall submit to the Owner itemized estimate sheets showing all labor and material and items of cost of the Extra Work. If the Owner approves proceeding, a Change Order for the Extra Work shall be issued specifying an extension of the Contract Time, if any, and one of the following methods of payments: unit prices or combinations of unit prices which formed the basis of the original Contract; a lump sum based on the Contractor's estimate, approved by the Owner's Representative and accepted by the Owner; or actual cost plus overhead and profit for force account work.

2.9. Payment for Samples, Testing of Materials, and Compaction Testing

2.9.1.

Unless stated otherwise in the Contract Documents, testing of samples and Materials furnished shall be arranged and paid for by the Owner, unless the tests fail, in which case they shall be paid for by the Contractor. Compaction testing will be conducted and paid for by the Owner, unless the tests fail, in which case the Contractor shall pay for them.

2.9.2.

The Contractor shall submit samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and the actual component as delivered and installed. The Contractor shall transmit samples that contain multiple, related components such as accessories together in one submittal package. The Contractor shall maintain sets of approved samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set. The Contractor shall submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available. The Contractor shall submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. The Owner's Representative shall return the submittal with options selected.

2.10. Release of Liens

If required by the Owner, the Contractor shall submit other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens arising from the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may

furnish a bond satisfactory to the Owner to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

2.11. Materials Furnished by the Contractor

2.11.1.

All Materials used in the Work shall be new unless otherwise provided for in the Contract Documents, shall meet the requirements of the specification be in conformance with samples provided, and shall not be incorporated into the Work until reviewed by the Owner's Representative.

2.11.2.

Unless otherwise specifically indicated in the Contract Documents, all Materials necessary for the proper execution of the work shall be furnished and paid for by the Contractor, whether temporary or not and whether incorporated into the Work or not.

2.11.3.

Manufactured articles, Materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditions as specified by the manufacturer.

2.11.4.

Materials, supplied or equipment to be incorporated into the Work shall not be purchased by the Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

2.11.5.

The Owner may at its option pay for Materials that are purchased and stored offsite by the Contractor prior to their incorporation into the work.

2.12. Materials Furnished by Owner

Materials specifically indicated shall be furnished by the Owner. Before incorporating any of the Materials into the Work, the Contractor shall inspect the Materials so furnished by the Owner. If the Contractor discovers any latent defects in Material furnished by the Owner, they shall notify the Owner's Representative.

2.13. Storage of Materials

Materials shall be so stored by the Contractor as to insure the preservation of their quality and fitness for the Work. Stored Materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner or lessee thereof.

2.14. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

2.15. Successors, Subcontracting and Assignment

2.15.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

2.15.2.

After award, the Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the Owner and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all Subcontractors.

2.15.3.

The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed, by specialty Subcontractors.

2.15.4.

If while completing the Project, additional Subcontractors are required, the Contractor shall notify the Owner in writing of the Subcontractor's name, contact information and the specific Work to be performed prior to the start of the work to be completed by the Subcontractor.

2.15.5.

The Contractor is responsible to the Owner for the acts and omissions of Contractor's Subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of Contractor's employees.

2.15.6.

The Contract Documents shall not be construed as creating any contractual relations between the Owner or the Owner's Representative and any Subcontractor.

2.15.7.

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Contract Documents as far as applicable to the Subcontractor's Work.

2.15.8.

For convenience of reference and to facilitate the letting of contracts and subcontracts, the specifications are separated into titled sections. Such separations shall not, however, operate to make the Owner or Owner's Representative an arbitrator to establish limits to the contracts between the Contractor and Subcontractors.

2.15.9.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

2.16. Compliance With Legal Requirements

2.16.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body having jurisdiction with respect to the Work of the Contractor and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

2.16.2.

Unless otherwise provided in the Agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the Work.

2.16.3.

If the Contractor observes that the specifications or drawings are at variance with any laws, ordinances, rules and regulations applicable to the Work, the Contractor shall give the Owner's Representative prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without prior written notice to Owner's Representative and the Owner's Representatives approval to proceed, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the Specifications and drawings are in accordance with such laws, ordinances, rules and regulations.

2.16.4.

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and Materials or equipment to be incorporated therein, whether in storage on or off the site and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2.16.5.

The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify the Owner of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts either of them may liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

2.16.6.

The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Owner's Representative has issued a notice to Owner and Contractor that the Work is acceptable.

2.16.7.

The Contractor shall designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.

The Contractor shall at all times keep the chief of police, the fire chief, the city, county, state, and the Owner's Representative, informed of current traffic detours and patterns. If, at any time, the Contractor fails to adequately maintain any of the traffic control devices, the Owner's Representative may order the Contractor to install the devices, or have the County install, replace or maintain the devices and deduct the costs thereof from any monies due the Contractor. No direct compensation will be made for any flagmen required on the project under this Agreement. All necessary signing and barricading for lane closures and street closing shall be done in conformance with the "Minnesota Manual on Uniform Traffic Control Devices" and shall be the responsibility of the Contractor.

2.16.8.

In emergencies affecting the safety of persons or the Work or property at the site of the project or adjacent thereto, the Contractor, without special instruction or authorizations from the Owner's Representative or the Owner, shall act to prevent threatened damage, injury or loss. The Contractor shall give the Owner's Representative prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall there upon be issued covering the changes and deviations involved.

2.17. Permitting

Except for permits or fees specifically identified in the Contract Documents as responsibility of the Owner to pay, the Contractor shall secure and pay for necessary permits, approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures and for permanent changes in existing facilities. The Owner does not have information about nor is it in control of possible requirements which may be deemed necessary by permitting authorities in order for the Contractor to perform the Work. The Contractor shall plan and coordinate Work approach details with permitting officials to achieve any condition deemed necessary by the permitting authority. Additions to or changes in the Contractor's anticipated approach to the Work as the result of requirements specified by the permit authority are incidental and will not result in added cost to the Owner.

2.18. Data Practices

2.18.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

2.18.2.

The Contractor designates Henri Germain as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

2.18.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage

devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

2.19. Security

2.19.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

2.19.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

2.19.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

2.19.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

2.19.5.

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

2.20. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution,

performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

2.21. Contractor's Insurance

2.21.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

2.21.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

2.21.3.

Commercial general liability of no less than \$1,000,000 per claim, \$5,000,000 per occurrence, \$5,000,000 general aggregate, \$5,000,000 products/completed operations total limit, \$5,000,000 personal injury and advertising liability.

2.21.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

2.21.4. Workers' Compensation

Contractor certifies it is in compliance with Minnesota Statutes Ch. 176 (Workers' Compensation). The Contractor's employees, subcontractors and agents will not be considered County employees. Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

Required minimum limits of \$500,000/\$500,000/\$500,000. Any claims that may arise under Minnesota Statutes Ch. 176 on behalf of these employees, subcontractors or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees, subcontractors or agents are in no way the County's obligation or responsibility.

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the County with a certificate of insurance.

2.21.5.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's

liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

2.21.6.

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

2.21.7.

If the contractor is driving on behalf of the County but not transporting clients as part of the contractor's services under this contract, a minimum of \$500,000 combined single limit auto liability, including hired, owned and non-owned.

2.21.8.

Whenever work at issue under Contract involve potential pollution risk to the environment or losses caused by pollution conditions, including asbestos, that may arise from the operations of the Contractor or Contractor's subcontractors, Contractor shall include completed operations coverage for 3 years after substantial completion. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemical, liquids, or gases, natural gas, waste materials, or other irritants, contaminants or pollutants, including asbestos.

2.21.9.

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability, professional liability and umbrella liability insurance required of the Contractor under this Agreement.

2.21.10. Railroad Protective

Where the contract requires work to be performed within 50 feet of the right-of-way of a railroad, the Contractor shall provide such insurance as the railroad company may require. The cost for such insurance shall be included in the construction budget as an allowance and itemized separately without any mark up.

2.21.11.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

2.21.12.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

2.21.13.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

2.21.14.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

2.21.15. Property Insurance

2.21.15.1.

The County shall purchase and maintain, in a company or companies authorized to do business in the jurisdiction in which the Project is located, property insurance upon the Work to the fullest insurable value thereof on a replacement cost basis, subject to a deductible of \$100,000. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the County has an insurable interest in the property required by this Section 2) to be insured, whichever is earlier. This insurance shall include interests of the County, the Contractor, and their respective contractors and subcontractors in the Work. The Contractor shall be responsible for the deductible under this policy, and all other costs not covered by property insurance up to the date of Substantial Completion, and all such costs shall be considered as a Cost of the Work.

2.21.15.2.

Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, rigging & hoisting, terrorism, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the services and expenses of the Contractor's Architect and other professionals required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

2.21.15.3.

Unless otherwise provided, the County shall purchase and maintain such boiler and machinery insurance required by this Agreement or by law, which shall specifically cover such insured objects during installation and until final acceptance by the County. This insurance shall include interests of the County, the Contractor, the Contractor's contractors and subcontractors in the Work, and the Contractor's Architect and other design professionals. The County and the Contractor shall be named insureds.

2.21.15.4.

A loss insured under the County's property insurance shall be adjusted by the County as fiduciary and made payable to the County as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable

mortgagee clause and of Section 2.6). The Contractor shall pay contractors their shares of insurance proceeds received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require contractors to make payment to their subcontractors in similar manner.

2.21.15.5.

Before an exposure to loss may occur, the County shall file with the Contractor a copy of a Certificate of Insurance for each policy that includes insurance coverages required by this Section 2). Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least thirty (30) business days' prior written notice has been given to the Contractor.

2.21.15.6.

The County as trustee shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing, within five (5) business days after such notification of the County's intent to exercise this power; if such objection be made, the parties shall enter into dispute resolution under procedures provided in this Agreement. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

2.21.15.7.

Partial occupancy or use prior to Substantial Completion shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The County and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall not, without mutual written consent, take any action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of coverage.

2.21.16. Waiver of Subrogation

The Contractor waives all rights against the County and the Architect and other design professionals, contractors, subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by property or builders risk insurance applicable to the Work, except to such rights as they may have to proceeds of such insurance held by the Trustee. The Owner or Contractor as appropriate, shall require from contractors and subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of the parties enumerated in this Section. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.

2.21.17.

The County shall be responsible for purchasing and maintaining the County's usual liability insurance and/or self-insurance program.

2.21.18.

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

2.22. Omission of Express Reference

Any Work that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, Materials, or equipment described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

2.23. Notice to Proceed

The date of commencement of the Work is the date set forth in the Notice to Proceed. If there is no Notice to Proceed, commencement shall be the effective date of the Agreement or such other date as may be established in the Agreement as the date the Work shall commence. Thereupon, the Contractor shall begin and shall prosecute the Work regularly and without interruption, unless otherwise directed in writing by the Owner, with such manpower and equipment as is necessary to complete the Work within the time stated in the Contract Documents.

2.24. Pre-Construction Conference

2.24.1.

Prior to the start of the Work, there will be a pre-construction conference arranged by the Owner's Representative. Representatives of effected government agencies, the Owner, the Contractor (including the project superintendent), the Contractor's Subcontractors, and utility companies shall be present at this meeting.

2.24.2.

At this meeting, the Contractor shall designate a competent Project superintendent. The Contractor shall also submit a list of phone numbers for the various Subcontractors, foremen and superintendents, including numbers to use in case of emergency.

2.24.3.

Also at this meeting, the Contractor shall submit in writing to the Owner's Representative for approval, a schedule of procedure indicating the order in which the Contractor proposes to perform the various stages of the Work, the dates on which the Contractor will start the several salient features thereof (including procurement of Materials and equipment), and the contemplated dates for completing the same. This schedule shall be in the form of a bar chart of a suitable scale to indicate appropriately the percentage of Work scheduled and completed at weekly intervals. The Contractor shall not deviate from the schedule after once approved without the written permission of the Owner's Representative. The Contractor shall also submit a schedule of payments that the Contractor anticipates it will earn during the course of the Work, based on the schedule.

2.25. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

2.26. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Nicholas Fahey, 121 7th Place East, Suite 2300, St. Paul MN 55101

Contractor:

Henri Germain, 4550 Main St NE, Fridley, MN 55421

2.27. Non-Conforming Services

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

2.28. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

2.29. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

2.30. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

2.31. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

2.32. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

2.33. Termination by the County

2.33.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

2.33.2.

The County may terminate this Agreement if the Contractor violates any material term or condition of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement. In the event that the County exercises its right of termination under this Paragraph, it shall submit written notice to the Contractor and its surety, if any, specifying the reasons therefore. Termination shall be immediately effective upon the failure of the Contractor to cure the default within ten (10) business days of receipt of the notice of default. Upon termination, the Contractor shall take all actions necessary to discontinue further commitments of funds, and the County shall take possession of the site and of all materials and finish the construction by whatever method the County may deem expedient.

2.33.3.

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in accordance with this Agreement up to and including the effective date of termination.

2.33.4.

This Agreement may be terminated by the County upon immediate written notice to the Contractor in the event that the Project is abandoned. If such termination occurs, the County shall pay the Contractor for services completed and for proven loss sustained upon materials, equipment, tools, construction equipment and machinery.

2.33.5.

Any termination by the County shall be without prejudice to the rights of the County to pursue other remedies against the Contractor.

2.34. Interpretation of Agreement; Venue

2.34.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

2.34.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

2.35. Protection of Persons and Property

2.35.1.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, County employees and other persons who may be affected; the Contractor's work and materials and equipment which are under the care, custody and control of the Contractor or any of the Contractor's subcontractors; and other property at the project site or adjacent thereto.

2.35.2.

Unless otherwise directed by the County's Authorized Representative, the Contractor shall promptly remedy damage or loss to property caused in whole or in part by the Contractor, its employees, officers, or subcontractor(s), or anyone directly employed by any of them, or by anyone for whose acts any of them may be liable.

2.36. Warranty

2.36.1.

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

2.36.2.

The Contractor shall expressly warrant and guarantee the workmanship, equipment and materials furnished to be in compliance with the terms of the Contract Documents. The warranty shall extend for a one (1) year period from and after the date of Substantial Completion. If any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor shall correct the said condition promptly after receipt of written notice from the Owner. This includes the repairs of any damage to other parts of the property or Project resulting from such defects. Prior to commencement of the corrective Work, the Contractor shall provide insurance certificate policies, so as to protect the Owner, its Owner's Representative and their agents during the performance of the warranty Work. Acceptance by the Owner for the purpose of beginning the warranty period will be deemed to be when the Work is finally accepted by the Owner.

2.36.3.

The acceptance of any of the Work, or any part of it, shall not act to waive the liability on the part of the Contractor and the Contractor's surety.

2.36.4.

In the event that the Contractor should fail to make the repairs, adjustments or other Work that may be made necessary by defects in any of the Work, the Owner may do so and charge the Contractor the cost thereby incurred. The performance bond shall remain in full force and effect through the warranty/guaranty period. The Contractor's performance and payment bond delivered to the Owner pursuant to the Contract shall cover the Contractor's obligations provided for herein.

2.36.5.

Specific products used in the construction of the Work may include warranties specific to them and of a longer term than one (1) year. The Contractor shall provide written verification from the manufacturer of the product stating what the warranty covers and the time frame in which the warranty expires.

2.37. Infringement

2.37.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

2.37.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such enjoinder is imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

2.38. Title - Risk of Loss

2.38.1.

Title to goods and/or all associated documentation shall pass to the County upon payment by the County for goods and/or associated documentation; or for construction projects, upon incorporation of the goods into the Project.

2.38.2.

The County shall be relieved from all risks of loss or damage to goods, and/or all documentation prior to the time title passes to the County as described above. The Contractor shall not be responsible for loss or damage to goods and/or documentation occasioned by negligence of the County or its employees.

2.39. Submittals

No portion of the work requiring submission of a shop drawing, drawing, manufacturer's literature, test data or other information, or a sample shall be commenced until the submittal has been approved by the County.

2.40. Clean Up

The Contractor shall at all times keep County premises free from accumulation of waste materials or rubbish caused by its operations.

2.41. Prevailing Wage (Construction and Labor)

2.41.1.

Contractors and all subcontractors of the Contractor shall conform to the labor laws of the State of Minnesota, [Ramsey County Prevailing Wage Ordinance No. 2013-329](#), and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which unions do not have jurisdiction.

The terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" as used in the contract, shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42.

Pursuant to Minnesota Statutes §§177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all Contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

2.41.2.

Pursuant to the Ramsey County Prevailing Wage Ordinance No. 2013-329, the Prevailing Wage Rate must be paid under any contract with Ramsey County or under a subcontract to that contract with Ramsey County with an anticipated Project completion cost or anticipated Services contract value of over \$25,000.

2.41.3.

Throughout the term of this Agreement, the Contractor shall submit Certified Payroll Records within 14 days of the end of a pay period and in accordance with the requirements of Ramsey County Prevailing Wage Ordinance No. 2013-329. Failure of the Contractor to submit the Certified Payroll Records in accordance with the Ordinance may result in criminal or civil enforcement by the County, including, but not limited to termination of the agreement for cause, withholding of payments, and assessment of liquidated damages.

2.41.4.

For the purposes of this section, prevailing wage rates and basic hourly rates in the same or more similar trade or occupation in the area, and prevailing hours of labor, shall be as contained in the Certified Prevailing Wages for *Commercial Construction* or the Certified Prevailing Wages for *Highway and Heavy Construction* established by the State of Minnesota, Department of Labor and Industry, as set forth in Attachment A. Prevailing wage rates shall mean the Total Rate, consisting of Basic Hourly Rates plus Fringe Benefits. State of Minnesota Prevailing Wage Rates, current as of the date of the project's bid release, shall apply for the entire term of the Agreement.

2.41.5.

The Contractor shall post the applicable prevailing wage rates, hourly basic rates, and prevailing hours of labor, at a conspicuous location accessible by workers at the location of the Work. The Contractor shall physically include the requirements of the article and the schedules set forth in Attachment A in applicable agreements and contracts with Subcontractors, agents, or other persons doing or contracting to do all or any part of the Work under the Agreement. Incorporation of prevailing wage rates by reference in such agreements and contracts is not acceptable.

2.41.6.

In the event of any violation of the requirement that the Contractor or Subcontractor pay not less than 1-1/2 times the basic hourly rate to each laborer or mechanic employed directly on the job site when such employee is permitted or required to work in excess of the prevailing hours of labor, the Contractor or Subcontractor shall be liable for the unpaid wages.

2.42. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

2.43. Project Labor Agreement

The County has determined that a Project Labor Agreement will not be required for this project.

2.44. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

2.45. Performance and Payment Bonds

2.45.1.

The Contractor shall furnish a Performance and Payment bond, both meeting the following conditions:

2.45.1.1.

Issued by a bonding company licensed to do business in Minnesota.

2.45.1.2.

On the current list of Companies Holding Certificates of Authority as acceptable Sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570 (Amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

2.45.1.3.

All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

2.45.1.4.

Duly executed, notarized and updated Acknowledgment of both the Principal and Surety and the Surety's Power of Attorney must be attached to each of the two required bonds.

2.45.1.5.

Bond amounts shall not exceed the single bond limit for the Contractor's bonding company as set forth in the Federal Register current as of the bid date.

2.45.1.6.

Checks are not accepted in lieu of a Bond.

2.45.2.

The bonds shall each be in the amount of 100% of the Contract Price. The term "contract", as used herein, shall include the original agreement plus all subsequent change

orders and/or amendments. The Contract Price to which the principal is bound shall be the amount as reflected by the terms of the contract.

2.45.3.

The bonds shall cover the faithful performance of the Contract and the payments of all obligations arising thereunder. No work shall begin until the County has received the proper bonds specified under this clause.

2.45.4.

Bonds shall indemnify the County for any loss sustained by the County on account of or by reason of the acts of the Contractor or the acts of anyone else directly or indirectly employed by the Contractor in the performance of the Work for the Project.

2.46. Schedule Progress

The Owner shall, at its discretion, hold bi-weekly meetings to monitor progress and coordinate activities at the location of the Work. The Contractor and its Subcontractors shall attend these meetings, provide any required documentation of progress and anticipated construction scheduling as required by the Owner. These meetings will be held at a time and location determined by the Owner.

If, in the opinion of the County, the Contractor falls behind the progress schedule, or if it appears that the Contractor will not achieve Substantial Completion in accordance with the agreed upon schedule, the Contractor shall take any and all steps necessary to improve the progress to assure Substantial Completion in accordance with the schedule, at no additional cost to the County.

The County may require the Contractor to submit for approval and at no additional cost to the County, such supplementary progress schedules as may be deemed necessary to demonstrate the manner in which the approved progress schedule or date of Substantial Completion will be regained.

Failure of the Contractor to comply with the requirements of this subparagraph shall be grounds for determination that the Contractor is not performing the Work with such diligence as will ensure completion within the time specified in the Agreement between the County and the Contractor. Upon such determination, the County may terminate the Contractor's right to proceed with the Work, or any separable part thereof, in accordance with other applicable provisions of the Contract or may obtain the services required to bring the Work into compliance with the schedule at the Contractor's cost.

2.47. Changes in Work

Changes in the Work may be accomplished after execution of the contract by Change Order, Construction Change Directive, or order for a minor change in the Work, subject to the limitations stated in the Contract Documents. A change in the Work that affects the Contract Price or schedule may be made only by Change Order.

A Change Order shall be based upon agreement between the County and the Contractor; a Construction Change Directive may be issued by the County without the agreement of the Contractor; an order for a minor change in the Work may be issued by the Contractor.

Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

Change Orders

A Change Order is a written instrument prepared by the Contractor and signed by the County and the Contractor stating their agreement upon all of the following:

- a change in the Work;
- the amount of the adjustment, if any, in the Contract Price; and
- the extent of the adjustment, if any, in the Project Schedule.

No work consistent with the changes in the Change Order shall commence until the Change Order has been reduced to writing and signed by both parties.

Construction Change Directives

A Construction Change Directive is a written order prepared and signed by the County, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price, schedule, or both.

2.48. Minor Changes in the Work

The Contractor shall have authority to make minor changes in the Construction Documents and construction consistent with the intent of the Contract Documents when such minor changes do not involve adjustment in the Contract Price or extension of the Project schedule. The Contractor shall promptly inform the County, in writing, of minor changes in the Construction Documents and construction.

2.49. Oral Agreements

Verbal orders and suggestions as to the performance of the work may be given from time to time by the Owner's Representative, or by other representatives of the municipality, county, state or other government or regulatory agency through the Owner's Representative. When in the opinion of the Contractor, such verbal orders or suggestions entitles the Contractor to a change in Contract Price or Contract Time or both, the Contractor must request a Change Order from the Owner. No verbal order or suggestion of any representative or employee of the municipality, county, state or other governmental or regulatory agency, or of any other person, shall be construed as authorizing any claims on the part of the Contractor for extra compensation for labor, material or other items pertaining to such work, or for damages or any other expenses incurred because of the Contractor's compliance therewith. The Contract Price and Contract Time may only be changed by Change Order.

2.50. Maintenance of Record Drawings at Site and Shop Drawings

The Contractor shall maintain at the Project site for the County one record copy of the drawings, specifications, product data, samples, shop drawings, addenda, Change Orders and other modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be delivered to the County upon completion of construction as a record of the Work as constructed prior to final payment.

2.51. Final Inspection

2.51.1.

Upon written notice from the Contractor that the Project is completed, the Owner's Representative together with the Owner, and other appropriate parties, will make a preliminary inspection with the Contractor present. Upon completion of this preliminary inspection, the Owner's Representative will notify the Contractor, in writing, of any particulars in which this inspection reveals that the work is defective or incomplete. This list shall be referred to as a "Punch List".

2.51.2.

Upon receiving the Punch List from the Owner's Representative, the Contractor shall immediately undertake the actions required to remedy defects and complete the Project to satisfaction of the Owner and the Owner's Representative.

2.51.3.

When the Contractor has corrected or completed the items as listed in the Owner's Representative's written notice, the Contractor shall inform the Owner's Representative, in writing, that the required Work has been completed. Upon receipt of this notice, the Owner's Representative, in the presence of the Contractor, Owner, and other appropriate parties shall make their final inspection of the Work.

2.51.4.

If the Owner's Representative finds all Work satisfactory at the time of this second inspection, the Contractor will be allowed to make application for final payment in accordance with the provisions of the Contract Documents. If the Owner's Representative still finds dissatisfaction with the same Work, the Owner's Representative shall inform the Contractor of the deficiencies and will deny the Contractor's request for final payment, until such time as the Contractor has satisfactorily completed the required Work. The cost of the third or subsequent inspections shall be borne by the Contractor.

2.52. Final Payment

After the final inspection and acceptance by the Owner of all Work under the Contract, the Contractor shall prepare an application for final payment and submit it to the County for approval. The total amount of final payment due the Contractor under this Agreement shall consist of the total Contract Price as adjusted in accordance with approved Change Orders, less all previous payments to the Contractor, or as otherwise due under the Contract Documents or applicable law. The Application for final payment shall be accompanied by the following:

1. final lien releases and claim waivers (in a form acceptable to the County) by the Contractor and all persons performing Work and supplying material or services to the Contractor;
2. an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the County might in any way be responsible, have been paid or otherwise satisfied;
3. consent of surety, if any, to final payment;
4. two copies of Operation & Maintenance Manuals with provided warranty documentation for products and two copies of as-built plans identifying modifications to original plans;
5. if required by the County, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Agreement, to the extent and in such form as may be designated by the County;
6. the Certificate of Project Completion form (provided by the County);
7. a copy of the completed State of Minnesota Form IC-134, signed by the State Commissioner of Taxation, for the Contractor and its subcontractors; and
8. a complete report describing efforts and outcomes of those efforts towards achievement of Project SBE and labor utilization goals; and sustainability goals, if applicable.

2.53. Warning Signs and Barricades

The Contractor shall at all times so conduct their Work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper governmental authority. The Contractor shall warn effected motorists, pedestrians or residents of any construction practices or situations which could be dangerous, cause personal injuries or property damage. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed. The Owner's Representative reserves the right to require immediate backfilling of any street area which the Owner's Representative deems it required for safe traffic circulation within or adjacent to the Work.

2.54. Crossing Utilities

2.54.1.

Where the prosecution of the Work results in the crossing of highways, railroads, streets or utilities under the jurisdiction of state, county, city or other public or private entities, the Contractor shall secure written permission from the proper authority to cross said highway, railroad, street or utility before further prosecuting the Work. A copy of the written document granting permission shall be filed with the Owner and Owner's Representative before any work is done. The Contractor shall be required to obtain a written release from the applicable authority upon completion of the Work. A copy of this written release shall be filed with the Owner and Owner's Representative before final acceptance of the work is granted.

2.54.2.

The Contractor shall protect that which is to remain and shall conduct all installation operations in a manner that will not damage or jeopardize the surrounding plant life designated to remain. Equipment operating around existing trees shall use extreme caution to prevent damage to roots, trunks, and branches. The Contractor shall verify the location and elevation of existing utilities in the area of work. Any damage to utilities, trees or other existing-to-remain items shall be repaired at the Contractor's expense.

2.55. Sanitary Provisions

The Contractor shall provide and maintain such sanitary facilities for the use of Contractor's employees and its Subcontractors as may be necessary to comply with the laws, rules or regulations of the federal, state, and local governments, or agencies or departments thereof.

2.56. Preservation of Historical Objects

2.56.1.

Where historical objects of potential architectural, archeological or paleontological nature are discovered within the areas on which the Contractor's operations are in progress, the Contractor shall restrict or suspend their operations in the immediate area of the discovery as may be necessary to preserve the discovered objects until the Owner has made arrangements for their disposition or has recorded the desired data relative thereto.

2.56.2.

The Contractor shall immediately notify the Owner of any historical objects discovered as the Work is being performed, and shall aid in the preservation and salvage program decided upon, as may be requested or ordered by the Owner. Work requiring a change to the Contract Price shall not be performed without the written authorization of the Owner.

2.56.3.

The Owner shall have the right to restrict or suspend the Contractor's operations in the immediate area where historical objects are discovered for a period not to exceed 72 hours, without claim being made by the Contractor for any damages they might suffer as a result thereof.

2.57. Lands by Owner

The Owner shall provide access to the lands shown on the drawings upon which the Work is to be performed. The Owner shall also provide or obtain the right-of-way for access to the land. Any delay by the Owner in furnishing access to the land shall be deemed proper cause for consideration of adjustment in the time of completion, but not in the Contract Price.

2.58. Land by Contractor

Any additional land and access thereto not shown on the drawings that may be required for temporary construction facilities or for storage of Materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine its apparatus, storage of Materials, and operation of its workers to those areas described in the drawings and specifications; and such additional areas that may be provided at the contractor's expense. The Contractor shall notify the Owner's Representative in writing of those lands provided at the contractor's expense. The Contractor shall not disturb any areas outside of the construction limits including wetlands, woodlands and previously restored work areas.

2.59. Private Property

The Contractor shall not enter upon private property for any purpose without obtaining permission from the owner, and shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall protect carefully from disturbance or damage all monuments and property marks until the Owner's Representative has witnessed or otherwise referenced their location and shall not remove them until directed.

2.60. Shop Drawings

2.60.1.

The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Owner's Representative shall promptly review all shop drawings. The Owner's Representative's review of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The discovery of any Shop Drawing which substantially deviates from the requirements of the Contract Documents shall be evidenced by a Change Order or corrected and resubmitted by the Contractor, at the Owner's Representative's discretion.

2.60.2.

When submitting for the Owner's Representative's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Document.

2.60.3.

Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been reviewed by the Owner's Representative. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Owner's Representative.

2.60.4.

Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

- a. Dimensions.
- b. Identification of products.
- c. Fabrication and installation Plans.
- d. Roughing-in and setting diagrams.
- e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
- f. Shop work manufacturing instructions.
- g. Templates and patterns.
- h. Schedules.
- i. Notation of coordination requirements.
- j. Notation of dimensions established by field measurement.
- k. Seal and signature of professional engineer if specified.
- l. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

2.60.5.

Submit opaque (bond) and electronic copies of each submittal. The Owner's Representative will return one copy.

2.61. Substitutions After Award of Agreement

Whenever a Material, article or piece of equipment is identified in the Contract Documents by reference to brand name or catalog number, it shall be understood that this reference is for the purpose of defining the performance or other salient requirements and that other products of equivalent capacities, quality and function shall be considered. The Contractor may recommend the substitution of a Material, article, or piece of equipment of equivalent substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Owner's Representative, such Material, article, or piece of equipment is of equivalent substance and function to that specified, the Owner's Representative may approve its substitution and use by the Contractor. Where applicable the Owner's Representative will only approve substitutions after the Contractor has received approval from the municipality, county, state or other regulatory agencies with jurisdiction. The Owner's Representative will not lobby for the approval of the substituted Material. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time. Requests for review of substitute items will not be accepted by the Owner's Representative from anyone other than the

Contractor. The Contractor shall reimburse the Owner for the charges incurred by the Owner's Representative to evaluate each proposed substitution.

2.62. Submittals

2.62.1.

No portion of the Work requiring submission of a Shop Drawing, drawing, manufacturer's literature, test data or other information, or a sample shall be commenced until the submittal has been approved by the Owner.

2.62.2.

The Contractor shall furnish one copy of complete product data for every manufactured item of equipment and all components to be used to perform the Work, including specific performance data, material description, rating, capacity, working pressure, material gauge or thickness, brand name, catalog number and general type. This data shall be compiled by the Contractor and reviewed by the Owner's Representative before any of the equipment is ordered. All data shall be indexed according to specification section and paragraph for easy reference. After review, this data shall become a part of the Contract, and may not be deviated from except upon the written approval of the Owner's Representative.

2.62.3.

Product data for equipment reviewed by the Owner's Representative does not in any case supersede the Contract Documents. The review of the Owner's Representative shall not relieve the Contractor from responsibility for deviations from drawings or specifications unless the Contractor has in writing called the Owner's Representative's attention to such deviations at the time of furnishing said data. Nor shall such review relieve the Contractor from responsibility for errors of any sort in the items furnished. The Contractor shall check the work described by the product data with the Contract.

2.62.4.

It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. The Contractor shall take necessary field measurements to ascertain space requirements, including those for connections and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Drawings and Specifications.

2.62.5.

Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment so as to allow for proper operation and to be in harmony with the intent of the drawings and specifications, and to make all changes in the Work required by the different arrangement of connections.

2.63. Intent of Plans and Specifications

The intent of the Plans and Specifications is that the Contractor shall furnish all labor and materials, equipment and transportation necessary for the proper execution and completion of the Work unless specifically noted otherwise. The Plans and Specifications are complementary, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. The Contractor shall do all the Work shown on the Plans and described in the Specifications and all incidental work considered necessary to complete the Project in an acceptable manner, and to fully complete the Work, ready for use, occupancy and operation by the Owner.

2.64. Discrepancies

Any ambiguity or discrepancy drawings and Specifications, no matter how seemingly insignificant to the Contractor, shall be brought immediately to the attention of the Owner's Representative for clarification. The Owner's Representative shall promptly correct such ambiguity or discrepancy in writing. If the Contractor fails to bring any ambiguity or discrepancy in writing of which it was or should have been aware, the Contractor shall assume the risk of loss because of, and shall be allowed no claim for the misinterpretation of, the drawings and Specifications contrary to the intended interpretation of the Owner's Representative. Work done by the Contractor after the Contractor's discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

2.65. Additional Instructions and Detail Drawings

The Contractor may be furnished additional instructions and detail drawings by the Owner's Representative, as necessary, to carry out the Work required by the Contract Documents. The additional drawings and instruction thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional drawings and instructions.

2.66. Special Contract Terms and Conditions

2.66.1.

Per Section 1.6.2 Workforce Inclusion, the Contractor (and all appropriate subcontractors) shall utilize County's LCP Tracker software system for submission of completed certified payroll reports. Attachments B and C references in section 2.5.8 are not applicable to this Contract and can be disregarded by the Contractor.

Sponsor: Property Management

Meeting Date: 2/7/2023

Title: Agreement with Central Roofing for Ramsey County
Courthouse/City of Saint Paul City Hall Roof Improvement Project

File Number: 2023-049

Background and Rationale:

The Ramsey County Courthouse/Saint Paul City Hall roof and select HVAC systems are nearing their useful lifecycles and need replacement. In October of 2018, Ramsey County Property Management procured the professional services of Encompass Inc. to perform a condition assessment of the 19th and 20th floor roofs and HVAC equipment. The assessment revealed areas of roof membrane, roof flashing, and HVAC ductwork that showed early signs of failure and potential for moisture intrusions. The assessment recommended roof replacement and HVAC ductwork in 3-5 years. On October 4, 2022, Encompass Inc, submitted final copies of the project specifications and plans to Ramsey County Property Management to be included in the procurement process. The project timeline has a tentative start date of February 7, 2023, and substantial completion date of August 15, 2023.

On October 19, 2022, in accordance with county procurement policies and procedures, a competitive solicitation for the project was issued. Below is the competitive solicitation summary:

- Request for Bids Title: Courthouse Roof Improvement Project
- Request for Bids Release Date: October 19, 2022
- Request for Bids Response Due Date: November 17, 2022
- Number of Contractors Notified: 1426
- Number of Request for Bids Responses Received: 1
- Contractor Recommended: Central Roofing Company

Central Roofing Company was the only responsive and responsible bidder for the project. It has been determined that a Project Labor Agreement will not be required for the project.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Approve the selection of and agreement with Central Roofing Company, 4550 Main Street NE, Minneapolis, MN 55421, for the Ramsey County Courthouse/City of Saint Paul City Hall Roof Improvement Project, for the period of February 7, 2023 through February 6, 2025, in the not-to-exceed amount of \$2,699,000.
2. Authorize the Chair and the Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute change orders and amendments to the agreement in accordance with the county's procurement policies and procedures, provide the amounts are within the limits of available funding.

A motion to approve was made by Commissioner Frethem, seconded by Commissioner Reinhardt. Motion passed.

Aye: - 7: Frethem, MatasCastillo, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 
Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-046

Meeting Date: 2/7/2023

Sponsor: Property Tax, Records & Election Services

Title

Charitable Gambling License with White Bear Township for White Bear Lake Hockey Association and Applebee's Neighborhood Grill Bar

Recommendation

1. Approve the application requesting a premises permit for Applebee's Neighborhood Grill Bar in White Bear Township for lawful pull-tab gambling activity for White Bear Lake Hockey Association.
2. Authorize the Chair and Chief Clerk to sign the application.

Background and Rationale

On December 22, 2022, Ramsey County received an application from White Bear Lake Hockey Association requesting a premises permit for Applebee's Neighborhood Grill Bar, located at 1018 Meadowlands Drive, White Bear Township, MN 55127 that would allow the establishment to conduct lawful gambling using paper and electronic pull-tabs and electronic linked Bingo. The proceeds will support White Bear Lake Hockey Association.

By statute, an organization can only conduct lawful gambling on premises it owns or leases; therefore, White Bear Lake Hockey Association is also submitting a lease for lawful gambling activity to be conducted on the premises of Applebee's Neighborhood Grill Bar in White Bear Township.

Since Applebee's Neighborhood Grill Bar operates in a property located in a township, Minnesota Statutes section 349.213, subdivision 2, requires the Ramsey County Board to approve the application by resolution before the Minnesota Gambling Control Board will issue a premises permit and lease for lawful gambling activity on the premises. The Minnesota Gambling Control Board will review the application and if all statutory requirements related to lawful gambling are met, will issue the required premises permit and license(s). The Minnesota Gambling Control Board handles the initial investigation and ongoing monitoring and enforcement.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☒ Opportunity ☐ Accountability

Racial Equity Impact

There are no anticipated racial equity impacts for this item.

Community Participation Level and Impact

Community approached Ramsey County with the request.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

None.

Last Previous Action

None.

Attachments

1. LG214 Premises Permit Application
2. LG215 Lease for Lawful Gambling Activity

LG214 Premises Permit Application**Annual Fee \$150 (NON-REFUNDABLE)****REQUIRED ATTACHMENTS TO LG214**

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "**State of Minnesota**."

Mail the application and required attachments to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.**ORGANIZATION INFORMATION**

Organization Name: WHITE BEAR LAKE HOCKEY ASSOCIATION License Number: 03111
 Chief Executive Officer (CEO) CHAD MARQUARDT Daytime Phone: 651-252-8359
 Gambling Manager: CHRISTINE OLSON Daytime Phone: 651-231-3379

GAMBLING PREMISES INFORMATIONCurrent name of site where gambling will be conducted: APPLEBEE'S NEIGHBORHOOD GRILL BAR

List any previous names for this location:

Street address where premises is located: _____
 (Do not use a P.O. box number or mailing address.)

City: OR Township: WHITE BEAR County: RAMSEY Zip Code: 55127

Does your organization own the building where the gambling will be conducted?

☐ Yes☒ No

If no, attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site?

☐ Yes☒ No☐ Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site?

☐ Yes☒ No☐ Don't know**GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA**Bank Name: ROYAL CREDIT UNION Bank Account Number: 4572411736Bank Street Address: 1400 HWY 96 E City: WHITE BEAR LAKE State: MN Zip Code: 55110**ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES**

Address (Do not use a P.O. box number): _____ City: _____ State: _____ Zip Code: _____

3716 SCHEUNEMAN ROAD WHITE BEAR LAKE MN 55110MNMN

LG214 Premises Permit Application

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ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____	County Name: <u>RAMSEY</u>
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
<div style="border: 1px solid black; padding: 10px; text-align: center;"> Local unit of government must sign. </div>	TOWNSHIP NAME: _____ Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: <u>WHITE BEAR TOWNSHIP</u> Signature of Township Officer: _____ Title: _____ Date Signed: _____

ACKNOWLEDGMENT AND OATH

- | | |
|--|---|
| 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.

2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.

3. I have read this application and all information submitted to the Board is true, accurate, and complete.

4. All required information has been fully disclosed.


5. I am the chief executive officer of the organization. | 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted.

7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.

8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.

9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.

10. I understand the fee is non-refundable regardless of license approval/denial. |
|--|---|

 Signature of Chief Executive Officer (designee may not sign)	<u>12/15/22</u> Date
--	--------------------------------

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public

Information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;

Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format, i.e. large print, braille, upon request.

An equal opportunity employer

MINNESOTA LAWFUL GAMBLING
LG215 Lease for Lawful Gambling Activity

6/15 Page 1 of 2

LEASE INFORMATION		
Organization: WHITE BEAR LAKE HOCKEY ASSOCIATION	License/Site Number: 03111	Daytime Phone: 651-231-3379
Address: PO BOX 10502	City: WHITE BEAR LAKE	State: Zip: MN 55110
Name of Leased Premises: Applebee's Neighborhood Grill Bar	Street Address: 1018 Meadowlands Drive	
City: White Bear Township	State: Zip: MN 55127	Daytime Phone: 651-429-9789
Name of Legal Owner: Apple Minnesota LLC	Business/Street Address: 6200 Oak Tree Blvd. Suite 250	
City: Independence	State: Zip: OH 44131	Daytime Phone: 216-525-2775
Name of Lessor (If same as legal owner, write "SAME"): Same		
City:	State: Zip:	Daytime Phone:
Check applicable item: <input checked="" type="checkbox"/> New or amended lease. Effective date: <u>2/1/23</u> . Submit changes at least ten days before the effective date of the change. <input type="checkbox"/> New owner. Effective date: _____. Submit new lease within ten days after new lessor assumes ownership.		
CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)		
<input type="checkbox"/> Pull-Tabs (paper) <input checked="" type="checkbox"/> Pull-Tabs (paper) with dispensing device <input type="checkbox"/> Bar Bingo <input type="checkbox"/> Bingo <input type="checkbox"/> Tipboards <input type="checkbox"/> Paddlewheel <input type="checkbox"/> Paddlewheel with table	<input checked="" type="checkbox"/> Electronic Pull-Tabs <input checked="" type="checkbox"/> Electronic Linked Bingo Electronic games may only be conducted: 1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or 2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.	
PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)		
BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.		
ALL GAMES, including electronic games: Monthly rent to be paid: <u>-</u> %, not to exceed 10% of gross profits for that month. • Total rent paid from all organizations for only booth operations at the leased premises may not exceed \$1,750 . • The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.		
BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.		
ELECTRONIC GAMES: Monthly rent to be paid: <u>15</u> %, not to exceed 15% of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.		
ALL OTHER GAMES: Monthly rent to be paid: <u>20</u> %, not to exceed 20% of gross profits from all other forms of lawful gambling. • If any booth sales conducted by a licensed organization at the premises, rent may not exceed 10% of gross profits for that month and is subject to booth operation \$1,750 cap.		
BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)		
Bingo rent is limited to one of the following: • Rent to be paid: <u>-</u> %, not to exceed 10% of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo. - OR - • Rate to be paid: \$ <u>-</u> per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor. ⇒ Rent may not be paid for bar bingo. ⇒ Bar bingo does not include bingo games linked to other permitted premises.		
LEASE TERMINATION CLAUSE (must be completed)		
The lease may be terminated by either party with a written <u>30</u> day notice. Other terms:		

LG215 Lease for Lawful Gambling Activity

6/15 Page 2 of 2

<p>Lease Term: The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).</p> <p>Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.</p> <p>Participation as Players Prohibited: The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.</p> <p>Illegal Gambling: The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).</p> <p>To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.</p> <p>Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.</p> <p>The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.</p>	<p>Other Prohibitions: The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.</p> <p>The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.</p> <p>Access to Permitted Premises: Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.</p> <p>Lessor Records: The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.</p> <p>Rent All-Inclusive: Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:</p> <ul style="list-style-type: none"> - trash removal - electricity, heat - snow removal - storage - janitorial and cleaning services - other utilities or services - lawn services - security, security monitoring - cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo - in the case of bar operations, cash shortages. <p>Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.</p>
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<p>ACKNOWLEDGMENT OF LEASE TERMS</p> <p>I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.</p> <p>Other terms of the lease:</p> <p>NONE</p>			
<p>Signature of Lessor: <i>Troy Getchell</i> Date: <i>12/13/2022</i></p>		<p>Signature of Organization Official (Lessee): <i>Christene Olson</i> Date: <i>12/15/22</i></p>	
<p>Print Name and Title of Lessor: <i>Troy Getchell Market President</i></p>		<p>Print Name and Title of Lessee: <i>Christene Olson Gambling Manager</i></p>	
<p>Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. Data privacy notice: The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.</p>		<p>Mail or fax lease to: Minnesota Gambling Control Board 1711 W. County Road B, Suite 300 South Roseville, MN 55113 Fax: 651-639-4032</p>	

2

Sponsor: Property Tax, Records & Election Services

Meeting Date: 2/7/2023

Title: Charitable Gambling License with White Bear Township for
White Bear Lake Hockey Association and Applebee's Neighborhood
Grill Bar

File Number: 2023-046

Background and Rationale:

On December 22, 2022, Ramsey County received an application from White Bear Lake Hockey Association requesting a premises permit for Applebee's Neighborhood Grill Bar, located at 1018 Meadowlands Drive, White Bear Township, MN 55127 that would allow the establishment to conduct lawful gambling using paper and electronic pull-tabs and electronic linked Bingo. The proceeds will support White Bear Lake Hockey Association.

By statute, an organization can only conduct lawful gambling on premises it owns or leases; therefore, White Bear Lake Hockey Association is also submitting a lease for lawful gambling activity to be conducted on the premises of Applebee's Neighborhood Grill Bar in White Bear Township.

Since Applebee's Neighborhood Grill Bar operates in a property located in a township, Minnesota Statutes section 349.213, subdivision 2, requires the Ramsey County Board to approve the application by resolution before the Minnesota Gambling Control Board will issue a premises permit and lease for lawful gambling activity on the premises. The Minnesota Gambling Control Board will review the application and if all statutory requirements related to lawful gambling are met, will issue the required premises permit and license(s). The Minnesota Gambling Control Board handles the initial investigation and ongoing monitoring and enforcement.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Approve the application requesting a premises permit for Applebee's Neighborhood Grill Bar in White Bear Township for lawful pull-tab gambling activity for White Bear Lake Hockey Association.
2. Authorize the Chair and Chief Clerk to sign the application.

A motion to approve was made by Commissioner Frethem, seconded by Commissioner Reinhardt. Motion passed.

Aye: - 7: Frethem, MatasCastillo, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 
Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2022-685

Meeting Date: 2/7/2023

Sponsor: Information Services

Title

Single Source Agreement with CenturyLink Communications, LLC for Telecom and Telephony Services

Recommendation

1. Approve the Single Source Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group, P.O. Box 91154, Seattle, WA 98111 for telecom and telephony services for the period of February 7, 2023 through February 6, 2026 with an option to renew for an additional three year period for a total not to exceed amount of \$2,160,000 over the term of the agreement.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to approve and execute amendments and change orders to the agreement in accordance with the provisions of the agreement and all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

Background and Rationale

Continued rapid technological advances have resulted in a need to provide more efficient and less expensive telecom services. Presently, Ramsey County contracts with CenturyLink D/B/A Lumen Technologies Group (Lumen) to provide a variety of communications services since 2011. These services include: long distance and international phone calls, private internet bandwidth, 1-800 phone number reservations, local 651-266-xxxx phone number reservations, and primary rate interface (PRI) trunking. These services support the 1,200 + concurrent inbound and outbound phone calls made by residents to the county. The county added PRIs in a 2020 contract to expand phone service to support the growth of the organization and to support work from home due to covid. Due to ongoing changes resulting from the new flexible work arrangement and moving off the county's old analog phone system, there is a need to update the contract to enable Ramsey County to utilize technologically advanced replacement services.

As a reputable service provider, CenturyLink D/B/A Lumen can provide a modern unified communication service for all the county's telecommunication needs. The change to a Voice over Internet Protocol (VoIP) phone system in 2018 requires that PRIs be replaced by more modern and flexible session initiation protocol (SIP) trunks. The benefits SIP provides the county is the following:

- lower costs
- better reliability
- higher quality phone communications with residents
- more resilient physical connections that protect from possible service disruptions
- easily scalable with business continuity in future tech allowing adjustment to rapidly changing phone service needs

Ramsey County has invested in several physical service connections with Lumen at several Ramsey County facilities. If the county was to seek a different telecom provider, the county would incur significant costs and would risk service disruptions to change these physical connections to a new provider. Due to knowledge of and experience with the county's unique and varied needs, Lumen has the ability to continue to provide these services for the county's unique environment which consists of multiple locations and needs.

County Goals (Check those advanced by Action)☐ Well-being☐ Prosperity☐ Opportunity☒ Accountability**Racial Equity Impact**

Ramsey County serves a diverse and vibrant community. Ramsey County's primary way of communicating with residents is via phone conversations. In 2021, there were 1,898,709 inbound calls to individual staff phones and into the 30+ different call centers supported by the county. There were 1,165,794 outbound calls. Ramsey County currently utilizes 35+ PRI telephony trunks hosted by Lumen to support inbound and outbound phone calls. Migrating off of the old PRI solution onto the modern SIP platform will instantly have improved call quality along with improved service resiliency.

Improving call quality, improving technology resiliency, and reducing ongoing operating costs all play a role in helping Ramsey County serve the community members that need county services. This solution will help improve services with no negative impact to racial equity objectives. Improving call quality for these phone calls can help us better hear, better understand and better serve the community.

Community Participation Level and Impact

There is no community engagement involved with this request for board action. The resident experience is measured through the 30+ different inbound call centers that utilize this behind-the-scenes technology as part of the key performance metrics for the 2022 Strategic Residents First performance measure goals that include reporting on Call Center service delivery and call wait times. While these benefits are an indirect impact, they will do a small part of helping us hear our residents so that we can deliver the outcomes they need.

☒ Inform☐ Consult☐ Involve☐ Collaborate☐ Empower**Fiscal Impact**

Funding is available in the Information Services Operating Budget. Estimated costs to CenturyLink last year were approximately \$397,000. Costs under the new contract are estimated to not exceed \$360,000 annually.

Last Previous Action

On April 7, 2020, the Ramsey County Board approved a Single Source Agreement with CenturyLink Corporation, d/b/a CenturyLink QC, to provide Primary Rate Interface local and long-distance phone services to multiple county locations for the period of April 7, 2020 through April 6, 2023 for a total not to exceed amount of \$255,000 over the term of the agreement (B2020-074).

Attachments

1. Approved Single Source Request Form
2. CenturyLink Communications, LLC d/b/a Lumen Technologies Group Agreement

Definitions

Single Source: A direct purchase of professional or client services from one particular contractor even though other competitive sources may be available. Having a contractor provide additional services based on the experience and knowledge they have gained, along with their unique talents, allows the county to advance important county initiatives while saving the county time and money.

Sole Source: A situation created due to the inability to obtain competition. May result because only one contractor possesses the unique ability or capability to meet the particular requirements of the solicitation.

Department Section

Department: ISDP
Requisition ID: 0000009979
Requestor: FOUATEE.YANG
Date: May 02, 2022
Procurement Description: CenturyLink Phone and Services
Contractor Name: CenturyLink D/B/A Lumen
Contract Term (including renewals): 6 years
Anticipated Contract Value (including renewals): \$2,160,000.00

1.

Is this a single or sole source request?

Single Source

2.

Select the good or service category:

Professional Services

3.

Will the purchase be made using grant, state and/or federal funding? No

4.

Describe in detail how this procurement meets either the single source or sole source definition:

In support of Telephony Services to Ramsey County, the county has contracted with CenturyLink D/B/A Lumen to provide a variety of phone services since 2011. These services include: long distance and international phone calls, Private Internet Bandwidth, 1-800 Phone Number Reservations, Local 651-266-xxxx Phone Number Reservations, and Primary Rate Interface (PRI) trunking which support the 1200 + concurrent inbound and outbound phone calls made by residents to the County. Continued rapid technological advances have resulted in more efficient and less expensive services which are provided by Lumen but not currently referenced in the current Master Services Agreement with Ramsey County. The county added PRIs in a 2020 contract to expand phone service to support the growth of the organization and to support work from home due to Covid. Due to ongoing changes resulting from the new work from home arrangement and moving off the county's old analog phone system we have a need to update our contract to enable our organization to utilize technologically advanced replacement services. An example of these services is Session Initiation Protocol (SIP)

trunking. With the change to a Voice over Internet Protocol (VoIP) phone system in 2018 the county requires that PRIs to be replaced by more modern Session Initiation Protocol (SIP) trunks. This will provide the county with lower cost, more reliable, higher quality phone communications with residents along with more resilient physical connections that protect the county from possible service disruption scenarios. SIP trunking is easily scalable to allow the county to be more nimble to adjust to rapidly changing phone service needs. Ramsey County has invested in several physical service connections with Lumen at several RC facilities. Due to knowledge of and experience with the county's unique and varied needs, Lumen has the ability to continue to provide these services for the county's unique environment which consists of multiple locations and needs. If the county was to seek a different telecom provider, the county would incur significant costs and would risk service disruptions to change these physical connections to a new provider.

5.

What other contractors and/or goods or services did you consider before you arrived at your conclusion? List all findings.

In the 4th Quarter of 2021, Ramsey County studied the vendors in our market that can provide SIP services. The list of providers that are on the State Contract or a similar contract available to Ramsey County is very small due to the significant capital investment required to maintain high availability regional, state, and national telephony services. We found that the only other vendor available to the county through existing contract mechanism was Comcast. We reviewed SIP service offerings from Comcast and not only would a switch to Comcast be risky, complex and costly, Comcast did not meet all of the county's requirements, such not supporting digital faxing over SIP trunks. In addition, because of the county's reliance on Comcast for Broadband services, it would be a risk to the county to also use them for Telephony services. We need vendor differentiation with separate physical fiber optic connections to help ensure Ramsey County has high resiliency to potential service disruption scenarios. No other contractors were considered due to the significant cost that would be incurred to disconnect current PRI circuits and replace with SIPs for thousands of phone numbers in multiple county locations. The county could also risk significant telecom service disruptions if Lumen does not preform the change.

6.

List previous solicitations and/or contracts for these goods or services:

On April 7, 2020, a Single Source Agreement with CenturyLink Corporation, d/b/a CenturyLink QC, to provide Primary Rate Interface local and long distance phone services to multiple County locations for the period of April 7, 2020 through April 6, 2023 for a total not to exceed amount of \$255,000 over the term of the Agreement.

7.

Explain how the contractor's cost is fair and reasonable.

CenturyLink provides the county the best pricing available by entering into a 3-year agreement with them

8.

Are there any conflict of interest that you are aware of related to this proposed acquisition? No

9.

Single Source - Obtain documentation from the contractor to supports its claim that they are uniquely qualified for this particular service and any documentation stating the work to be performed, proposal, quote/invoice. Documentation may be attached and forwarded to the Procurement Specialist.

10.

Yes, I certify that, to the best of my knowledge, there is no conflict of interest or collusion with the recommended contractor. The above information is true and accurate and that no other material fact or consideration offered or given has influenced this recommendation for a single or sole source purchase.

Name: FOUATEE.YANG

Date: May 02, 2022

Procurement Specialist Section

1. Is there a State Master contract available to CPV members for this purchase? ☐ Yes ☒ No

2. If yes, did the Department consider using the State Master contract? ☐ Yes ☐ No ☒ N/A

3. Is this a single source or sole source purchase?

☐ No Provide information about other available sources for the requested good or service (e.g., Master Agreement, names of contractors) and a solicitation recommendation.

☒ Yes State justification for single source or sole source classification:
The County has an ongoing working relationship with CenturyLink D/B/A Lumen for the provisions of phone services and connectivity for VoIP. Since we are currently utilizing services from CenturyLink, D/B/A Lumen, they have the experience and knowledge to provide the County with the services necessary while saving time and money. To change to another provider would be more expensive and a huge undertaking. I concur with this single source request.

☒ Yes I certify that, to the best of my knowledge, there is no conflict of interest or collusion with the recommended contractor. The above information is true and accurate and that no other material fact or consideration offered or given has influenced this recommendation for a single or sole source purchase.

Name: Karen Bollinger

Title: Principal Procurement Specialist

Date: 3-23-2022

**LUMEN MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

This Master Service Agreement ("Agreement") is between **CENTURYLINK COMMUNICATIONS, LLC DBA LUMEN TECHNOLOGIES GROUP** ("Lumen") and **RAMSEY COUNTY - MN** ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from Lumen.

- 1. Term.** The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Term").
- 2. Service.** Lumen will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement. Additional Service Attachments may be added by Amendment or by Customer placing an Order. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any other document, including the Service Attachments, the terms and conditions of this Agreement shall control.
 - **Enterprise Voice SIP Based Services – Service Schedule**
 - **Internet Services Service Schedule**
 - **Lumen MPLS (IPVPN and VPLS) VPN Service**
- 3. Order(s).** Customer may submit requests for Service in a form designated by Lumen ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Order Form, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by Lumen on 30 days' written notice. Lumen will notify Customer of acceptance of requested Service in the 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 Attachment. Renewal Orders will be accepted by Lumen's continuation of Service. For moves, adds or changes agreed to by Lumen, Customer will pay Lumen's then current charges unless otherwise specifically stated in a Service Attachment.
- 4. Cancellation and Termination Charges.** Unless otherwise set forth in a Service Attachment:
 - (a)** Customer may cancel an Order (or portion of an Order) prior to the delivery of a Connection Notice upon written notice to Lumen identifying the affected Order and Service. If Customer does so, Customer will pay Lumen a cancellation charge equal to the sum of: (1) for "Off-Net" Service, third party termination charges for the cancelled Service; (2) for "On-Net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) Lumen's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery. "Off-Net" is defined as local access circuits not provided on the network owned and operated by Lumen and its affiliates. "On-Net" is defined as local access circuits provided on the network owned and operated by Lumen and its affiliates.
 - (b)** Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to Lumen. If Customer does so, or if Service is terminated by Lumen as the result of Customer's default, Customer will pay Lumen a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service under this Agreement. The charges in this Section represent Lumen's reasonable liquidated damages and are not a penalty.
- 5. Scheduled Maintenance and Local Access.** Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption Lumen will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Customer will: (1) provide Lumen with circuit facility and firm order commitment information and design layout records to enable cross-connects to Lumen Service(s) (provided by Lumen subject to applicable charges), (2) cooperate with Lumen (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide Lumen a written disconnection firm order commitment from the relevant third-party provider. Lumen may re-provision any local access circuits from one Off-Net provider to another or to the Lumen On-Net service, and such changes will be treated as scheduled maintenance.

**LUMEN MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

6. Service Levels.

(a) Any “Service Level” applicable to Services are contained in the Service Attachments applicable to each Service. If Lumen does not meet a Service Level, Lumen will issue to Customer a credit as stated in the applicable Service Attachment on Customer’s request, except that credits will not be provided for Excused Outages. Lumen’s maintenance log and trouble ticketing systems are used to calculate Service Level events. Excused Outages mean scheduled maintenance under Section 5 and force majeure events, unless otherwise defined in a Service Attachment.

(b) Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at <https://www.lumen.com/en-us/home.html>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. 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.

7. Right of Termination for Installation Delay. Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if Lumen’s installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to Lumen, provided such written notice is delivered prior to Lumen delivering a Connection Notice for the affected Service. This Section will not apply where Lumen is constructing facilities to a new location not previously served by Lumen.

8. Default. If (a) Customer fails to make any payment when due and such failure continues for five business days after Lumen’s written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party’s written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 9.1 (Damages Limitations) and 6 (Service Levels), pursue any remedies it may have at law or in equity.

9. Liabilities and Disclaimers.

9.1 Damages Limitations. 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 services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.

9.2 Disclaimer of Warranties. LUMEN MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

10. Billing and Payment.

10.1 Commencement of Billing. Unless otherwise set forth in a Service Attachment, Lumen will deliver written or electronic notice (a “Connection Notice”) to Customer when Service is installed, at which time billing will commence (“Service Commencement Date”). If Customer notifies Lumen within three days after delivery of the Connection Notice that Service is not functioning properly, Lumen will correct any deficiencies and, upon Customer’s request, credit Customer’s account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer for the Service, and Customer will pay such charges.

10.2 Payment of Invoices and Disputes. Unless otherwise set forth in a Service Attachment, invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer’s payments to Lumen must be made via an ACH transfer or any Lumen approved payment portal (e.g., Control Center) in the currency stated on the invoice. Lumen may charge administrative fees where Customer’s payment and invoice preferences deviate from Lumen’s standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). Lumen may charge Customer reasonable attorneys’ fees and any third-party collection costs Lumen incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If the Parties determine by mutual agreement that a disputed charge was billed correctly, Customer must

**LUMEN MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

pay such amounts within 10 days after Lumen provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

10.3 Taxes and Fees. Customer is responsible for all taxes and fees arising in any jurisdiction imposed on Customer, Lumen, or a Lumen affiliate incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), along with similar charges stated in a Service Attachment (collectively “Taxes and Fees”). This does not include taxes based on Lumen’s net income. Some Taxes and Fees, and costs of administering them, are recovered through a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due under this Agreement to Lumen, then, Customer must increase the gross amount payable so that, after any deduction or withholding for such withholding Taxes, the net amount paid to Lumen will not be less than Lumen would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present Lumen with an exemption certificate that eliminates Lumen’s obligation to pay certain Taxes and Fees. The exemption will apply prospectively. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

10.4 Non-Appropriations. Customer intends to satisfy its obligations under this Agreement for its entire Term. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by Lumen), Customer may terminate this Agreement without incurring any termination charges by giving Lumen not less than 30 days’ prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by Lumen through the date of termination.

10.5 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after Lumen’s notice requesting renegotiation, Lumen may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If Lumen does so, Customer may terminate the affected Service on notice to Lumen delivered within 30 days of the cost increase taking effect.

11. Customer Premises; Title to Equipment. If access to non-Lumen facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of Lumen network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to Lumen-provided equipment (including software) remains with Lumen. Customer will not create or permit to be created any encumbrances on Lumen-provided equipment.

12. Acceptable Use Policy and Data Protection. Attached to this Agreement is Lumen’s AUP as of the Effective Date. Customer will notify Lumen in writing if a modification to the AUP materially and adversely affects Customer’s legitimate and legal use of a Service. Lumen, in its discretion, may (a) allow Customer to continue to use the affected Service in compliance with the prior AUP version, which will be confirmed by Lumen in writing; (b) work in good faith to modify the AUP to address Customer’s concerns; or (c) require that such modification applies in order to adequately protect Lumen’s or its customers’ interests. In the event of (c), if Customer’s use of the Services would otherwise be reasonable and lawfully permissible, Customer may terminate the impacted Service with 30 days’ advanced written notice to Lumen without early termination liability, except that Customer will pay Lumen for Lumen’s out of pocket costs incurred to deliver the Service and/or incurred to third parties as a result of such termination. Nothing herein will impair Lumen’s ability to enforce Customer’s compliance with the attached AUP, applicable laws and regulations and to protect Lumen’s network and customers.

13. Critical 9-1-1 Circuits. The Federal Communications Commission’s 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information (“9-1-1 Data”) to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). Lumen policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with Lumen regarding

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compliance with these rules and policies and will notify Lumen of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

14. International Services. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

15. General Terms.

15.1 Force Majeure. Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

15.2 Assignment and Resale. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy.

15.3 Affiliates. Lumen may use a Lumen affiliate or a third party to provide Service to Customer, but Lumen will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

15.4 Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to Lumen via Customer's portal at <https://www.centurylink.com/business/login/> or via the following website / link: <https://www.lumen.com/help/en-us/disconnects.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to Lumen via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: billing@lumen.com. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to Lumen at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in Lumen's records, Attn. General Counsel.

15.5 Confidentiality. Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained in this Agreement. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party. (d) is defined as public government data by the Minnesota Government Data Practices Act pursuant to Minnesota Statute, Section 13.02, subdivisions 14 and 15.

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15.6 Intellectual Property Ownership; Use of Name and Marks. Nothing in the Agreement or the performance of it will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

15.7 Governing Law; Amendment. This Agreement will be governed and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with Lumen's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. Lumen is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) under the Agreement will constitute a waiver of such right(s).

15.8 Relationship and Counterparts. The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

15.9 Audit. Until the expiration of six years after the services under this Agreement are terminated, Lumen, upon request by Ramsey County, and as reasonably practicable, shall make available to Ramsey County, the Minnesota State Auditor, or Ramsey County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of Lumen directly relating to this Agreement.

16.0 Conflict of Interest. Lumen shall comply with all applicable conflict of interest laws, ordinances, and regulations now in effect; or, if given notice by Ramsey County, any enacted during the term of this Agreement. Lumen warrants that it is not now aware of any facts that create a conflict of interest. If Lumen hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Ramsey County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Accordingly, Lumen will then make all attempts to remove such conflict. Lumen acknowledges that failure to remove such conflict may result in Ramsey County being required to terminate this Agreement.

17.0 Minnesota Government Data Practices Act. For the avoidance of doubt, the parties agree that all data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

18.0 Indemnification. The Contractor shall indemnify and defend the County, its officials, agents, and employees against any and all third party liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any damage to or destruction of real or personal property, personal injury, or death caused by the negligence, gross negligence, willful misconduct, or fraudulent act of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement, excluding claims caused by the negligence or gross negligence of the County and its officials, agents, and employees.

19.0 Infringement.

i. Contractor shall, without cost to the County, defend and indemnify the County, its officials, officers, and employees against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim by County. Contractor will not be responsible for claims based on County's use of the intellectual property provided by Contractor in combination with third party intellectual property not provided by Contractor. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

ii. If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such

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enjoinment imminent), the Contractor shall, at its discretion, either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County's reasonable approval, or, Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any prepaid fees and any other costs paid by the County in conjunction with the use thereof.

Please see the Ramsey County Electronic Approval Summary for Agreement approvals.

**CENTURYLINK COMMUNICATIONS, LLC D/B/A
LUMEN TECHNOLOGIES GROUP**

RAMSEY COUNTY - MN

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

Customer's Address for Notices: 121 7th Place East, Suite
2300, St. Paul, MN 55101

Person Designated for Notices: Contract Manager

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ENTERPRISE VOICE SIP BASED SERVICES SERVICE SCHEDULE

1. General. This Service Schedule applies to the SIP-based provisioning of Enterprise Voice Services (“Services”) and incorporates the terms of the Master Service Agreement (“Agreement”) or other service agreement under which CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities (“Lumen”) provides services to Customer (the “Agreement”). In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions this Service Schedule, the terms and conditions of the Agreement shall control. This Service may be referred to as Voice Complete, SIP Service, VoIP 19, IP LD/TF Voice, VoIP Service, VoIP Local Service, VoIP Outbound Service, VoIP Toll Free/Freephone Service, VoIP International Toll Free Service (“IFN” and “UIFN”), Outbound Long Distance, FlexVoice, and Toll Free/Freephone Service in quotes, ordering and invoicing or other service related documentation. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

1.1 Additional General Terms. All invoices will be issued to Customer and paid in the currency specified in the Order. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. “Withholding Tax” means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. If any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) (“LCA”) with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services. The Services are available only to single, distinct enterprises who will utilize the Service for customary, normal, and reasonable business use within such enterprises. These Services may not be resold or bundled into Customer’s offerings for sale to Customer’s customers. Telephony equipment and applications are not provided as part of the Service and are Customer’s responsibility, including but not limited to handsets, phone sets, key systems, PBXs, IP PBXs and server based applications.

2.1 Voice Complete is the SIP-based provisioning of inbound local calling and toll free/freephone capabilities and outbound local, domestic, national, and international calling capabilities. Customers use concurrent call paths (“CCPs”) each of which enables a single call to be carried across the network. CCP capacity provided in association with Voice Complete can be used in a shared manner across multiple Customer locations.

2.2 VoIP 19 or IP LD/TF Voice or VoIP Service is the SIP-based provisioning of international toll free services including international free number (“IFN”) and universal international free numbers (“UIFN”), international local inbound (“ILI”), optional SIP call transfer capability (“SIP Refer”), and long distance outbound calling capability. No local outbound calling capability is provided. Customers use simultaneous sessions each of which enables a single call to be carried across the network. Simultaneous session capacity is dedicated to a location and cannot be shared between locations.

2.3 FlexVoice provides up to 50 CCPs. It can only be provisioned in the United States for inbound local, toll free calling capabilities, outbound local, and long distance calling.

2.4. Third Party Access Provided by Lumen. Lumen provides local access circuits (via third party providers) pursuant to the Rate Sheet only for Customer’s use in connection with the Service provided under this Service Schedule. Where Customer’s usage of such local access circuits falls below the minimum usage level set out below in 2 consecutive monthly billing cycles, then, notwithstanding any pricing otherwise agreed with Customer, Customer agrees to pay the charge(s) set out below in addition to any other charges payable in respect of the Service.

Local Access Circuit Type	Minimum Usage Level	Additional Monthly Charge
T-1	30,000 minutes per month	\$300
E-1	30,000 minutes per month	\$375
DS-3	500,000 minutes per month	\$8,500

If Lumen notifies Customer of an additional charge pursuant to the previous paragraph, Customer may, by written notice, elect to terminate the applicable local access circuit, provided that if Customer elects to so terminate a local access circuit within the Service Term for which it was initially ordered, Customer agrees to reimburse Lumen for any early termination fees levied on Lumen by the third party provider of that local access circuit.

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2.5 Voice Complete and SIP Service.

(i) **Mobility Feature Pack.** Subject to the limitations described in this Service Schedule, and subject to availability, Voice Complete Service may be used to serve remote worker applications. Users with the Mobility Feature Pack provisioned on their primary telephone number may originate and receive calls when away from the primary service location, as though they were physically present on the corporate LAN/WAN. For telephone numbers with Mobility Feature Pack provisioned, end users can utilize such mobility capabilities from locations with functioning broadband Internet access and PSTN telephone access. Additionally, call forwarding and remote office features, which enable the use of any PSTN phone for inbound and two-way telephone use, respectively, are included in the Mobility Feature Pack and can be used to support switched based toll-free/freephone service.

(ii) **Access to Emergency Response Services.**



POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.

LUMEN RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL EMERGENCY SERVICES.

(a) **Emergency Calling Capability and Customer's Obligations and Acknowledgement of Limitations.** Customer will ensure that user locations are current by providing address information (also known as automatic location identification/"ALI" in North America and calling line identifier/"CLI" in Europe) to Lumen (the "Registered Location") conforming to the numbering schemes or regulatory requirements applicable to the jurisdiction for the Registered Location. Customer will obtain Lumen's approval of the Registered Location prior to using the Service and update the Registered Location via the portal or other method supplied by Lumen. Customer understands that Registered Location updates do not occur immediately. Lumen will provide Emergency Calling capability associated with the Service as required by law. "Emergency Calling" is the ability to access emergency response services associated with the Registered Location, subject to each party's obligations and limitations, by dialing the relevant emergency numbers in a jurisdiction (e.g. 911, 999, 112). Customer is responsible for understanding the local jurisdictional laws pertaining to Emergency Calling, including but not limited to the requirements regarding the level of detail to be provided related to Registered Locations, associated with the Service. Lumen specifically disclaims any such obligation.

Service provides access to emergency response services on stationary and mobile devices. When using the Service for Emergency Calling purposes, Customer's end users should always state the nature of the emergency and include their location and telephone number. Emergency response services may not be able to call the end user back if the call is not completed, dropped or disconnected, or if end users are unable to provide their phone number and physical location. Access to emergency response services may not be available under certain circumstances. *Lumen will provide labels that indicate that the emergency response services have limited availability and functionality when used with Service, and Lumen recommends that such labels be placed on or near the equipment associated with the Services. Disclosures of the general and Service-specific limitations associated with accessing emergency response services (the "Advisory") are available to Customer at <http://www.centurylink.com/legal/HV1QSIP/911advisory.pdf>.*

Effective upon posting, Lumen may modify the Emergency Calling limitations or requirements provided in the Advisory if in Lumen's reasonable opinion modifications are necessary or advisable to comply with the currently evolving Emergency Calling laws, rules and regulations. Customer acknowledges that it has been advised of its obligations and the emergency services limitations contained in the Advisory, and further acknowledges its understanding by signing the applicable Order for Service. Customer will notify all end users of the limitations to access emergency response services as described above and in the Advisory. Customer should provide its end users with a copy of the Advisory and the associated URL.

(b) **Limitation of Liability.** LUMEN, ITS AFFILIATES, AGENTS AND CONTRACTORS WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO EMERGENCY CALLING. CUSTOMER SHALL BE RESPONSIBLE FOR ALL THIRD PARTY CLAIMS, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO CUSTOMER'S FAILURE TO PREFORM ITS OBLIGATIONS ASSOCIATED WITH EMERGENCY CALLING (INCLUDING WITHOUT LIMITATION, FAILURE TO ADVISE LUMEN OF CORRECT ADDRESSES, FAILURE TO ADVISE END USERS OF ALL LIMITATIONS, FAILURE TO UPDATE THE REGISTERED LOCATION, OR USING THE SERVICE PRIOR TO LUMEN'S APPROVAL OF THE REGISTERED LOCATION).

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2.6 Toll Free/FreePhone Service, VoIP IFN and UIFN Service.

(i) **Ownership of Telephone Numbers.** Lumen is the party responsible (aka responsible organization) for Toll Free/FreePhone Numbers. In the event that Customer seeks to change such designation, Customer represents and warrants that it has all necessary rights and authority necessary to do so and will provide copies of letters of authority authorizing the same upon request (and in the format requested by Lumen). Customer shall be responsible for any third party claims related to or arising out of any such change (or request for such a change).

(ii) **Porting, Number Availability and Other Restrictions.** Porting by Customer of Toll Free/FreePhone Numbers pursuant to this Section will not relieve Customer of its obligations under any Commits. Lumen does not guarantee the availability of any requested Toll Free/FreePhone, IFN or UIFN Toll Free number and is not bound by any verbal confirmation to Customer of Toll Free/FreePhone number availability. Customer may not reserve or activate such a Toll Free/FreePhone number for the purpose of selling, brokering, or releasing the Toll Free/FreePhone number to another person for any fee or other consideration. Customer may not use numbers to run contests, campaigns, or voting or other applications that may result in usage surges, heavy traffic or network congestion. Lumen may, without liability, block any Toll Free/FreePhone number having usage surges or heavy traffic loads as determined by Lumen. If Customer does not submit a written request for the appointment of a new carrier for its Toll Free/FreePhone number(s) within thirty (30) days of termination of Service, then the number(s) will be returned to the independent administrative agency for reassignment. If at the time of cancellation or termination of Toll Free/FreePhone services, Customer owes an outstanding balance (30 days or more), then Customer's Toll Free/FreePhone number(s) will not be released to another carrier or provider. Customer acknowledges that (i) IFN or UIFN numbers may be owned by an in-country telephone provider and not the Customer or Lumen, (ii) that the supply of numbers by such provider or regulatory authority may be conditional upon Customer furnishing information, letters or other documentation and (iii) that the provider may deny the granting of a specific number and/or discontinue service related to a specific number if they do not approve of the manner or purpose for which it is used. If Customer wishes to transfer service in respect of Toll Free/Freephone numbers provided by Lumen to another carrier and the applicable provider or other regulatory authority supports portability of the applicable numbers, Customer should continue active service with Lumen until Customer's new carrier confirms that service has been transferred to avoid disruption of service. After transfer of service Customer will need to cancel service with Lumen.

(iii) **Multiple Carrier Routing for US Toll Free Numbers.** Customer agrees that if a US Toll Free number has multiple carrier routing capability whereby the traffic may go to Lumen and another carrier, Lumen will receive a minimum of 20% of the traffic for that Toll Free number each month or Customer will be assessed a make-up-to minimum charge equal to the difference between 20% of the total traffic for the Toll Free number expressed in US Dollars and the amount that Lumen received. If Customer overflows or re-routes a dedicated Toll Free call to a switched telephone number for termination, switched voice rates will apply to such call.

2.7 Service Levels.

The following Service Levels apply only if Customer is the end-user of the Service and purchases either Lumen Internet or Lumen IP VPN Service (as applicable). If Customer purchases the Service as a Converged Service bundle (i.e. in the United States, specifically with Lumen MPLS Services or Lumen Internet Services), the separate service levels under those separate Service Schedules apply in lieu of the Service Levels below.

A. Availability Service Level. The Availability Service Level for this Service is 99.9% per month for Lumen Internet Service use and 99.99% for Lumen IP VPN use. Service is considered "Unavailable" if Customer is unable to initiate outbound or receive inbound calls for reasons other than an Excused Outage. An Unavailability event is measured from the time Customer opens a trouble ticket with Lumen until the affected Service is restored. Customer will be entitled to a service credit off of the monthly recurring charge ("MRC") for the affected Service based on the cumulative Unavailability of the affected Service in a given calendar month as set forth in the following table:

Internet - Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
00:00:01 - 00:43:00	0%
00:43:01 - 02:00:00	5%
02:00:01 - 04:00:00	15%
04:00:01 +	25%

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IPVPN - Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit (% of MRC)
00:00:01 - 00:05:00	0%
00:05:01 - 04:00:00	5%
04:00:01 - 08:00:00	15%
08:00:01 +	25%

B. Chronic Outage. As its sole remedy, Customer may elect to terminate any affected Service prior to the end of the Term without termination liability if the Service is Unavailable (as defined in subpart 2.7A immediately above) for more than 60 consecutive minutes in each of 3 consecutive calendar months, or for more than 24 hours in the aggregate in any calendar month. The termination right must be exercised within 30 days of the event giving rise to it.

3. Customer Responsibilities.

3.1 Rates, Charges, and Commitments.

A. General. Customer will pay the rates and charges for the Services, including but not limited to monthly recurring charges (“MRCs”), usage charges (per call, per minute, etc) and associated billing increments, and non-recurring charges (“NRCs”) as set forth in a rate sheet, as the same may be changed as set forth in this Service Schedule (the “Rate Sheet”). If Customer is not provided a rate for a particular location and Customer originates and/or terminates calls to that location, Customer will be billed Lumen’s standard usage rate for those calls at the standard minimum call durations and billing increments. Additional charges for certain activities and/or features related to the Services are captured in the Rate Sheet as ancillary fees or feature charges. The Term identified in the Rate Sheet is the “Service Term” for such Services. Notwithstanding anything to the contrary in the Agreement, billing and Service Term for the Services will commence upon the earlier of the Connection Notice or Customer’s use of such Service. For clarity, if Customer uses the Services prior to the Connection Notice, Customer will be billed and will pay for billable usage and the full quantity of associated utilized MRC-based Services.

National calls may be billed on a usage basis as measured (per minute or increment) or per call, as set forth in the Rates. Such calls may also have a call minimum charge, which means Customer will be charged the higher of the call minimum charge or Customer’s actual per minute charges per call.

Usage charges are based on actual usage of Service based on a call duration that begins when the called party answers, as determined by answer supervision, and ends when either party disconnects the call.

Some pricing plans may provide for zero-rated usage for calls that originate and terminate between Customer’s enterprise locations which are included under a dedicated pool of CCP capacity (“Intra-enterprise”) as identified on the Rate Sheet or Order.

SIP Refer calls may be billed for 2 call flows (inbound and outbound).

If Customer redirects IFN or UIFN calls to a destination that is outside the continental United States, Hawaii and Canada, then the outbound portion of all such calls will incur charges at the rate(s) identified for international termination as set out in the Rate Sheet.

If set forth in the Rate Sheet, a Call Minimum Charge means the minimum charge per call that Customer will incur regardless of the lesser number of actual minutes/seconds. Customer will be charged for the higher of the Call Minimum Charge or Customer’s actual per minute call duration

In addition to such minimum commitments as stated in this Service Schedule or in the Agreement, the Services may be subject to a minimum commitment(s) (also called Minimum Usage Guarantees or “MUG”) which will be set forth in the Rate Sheet(s) and/or Customer Order(s). For such Service(s) with a minimum commitment (“Committed Service”), commencing on the first full billing cycle following the Ramp Period (defined below) for such Committed Service and continuing through the longer of (i) the Pricing Term or (ii) as long as Customer continues to receive such Committed Service, Customer commits each month to use the Committed Services to amount to charges no less than the minimum commitment or MUG in monthly invoiced Aggregate VRC Charges (the “Revenue Commitment”). “Aggregate VRC Charges” will mean the charges on an invoice for (i) the monthly recurring charges and usage charges for the Committed Service and (ii) such other charges for non-voice services as may be expressly set forth in the Revenue Commitment. The Revenue Commitment is a take-or-pay commit: Customer will pay the higher of (i) Customer’s actual invoiced

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Aggregate VRC Charges (and, if agreed applicable, other non-voice charges) or (ii) the Revenue Commitment. Customer is obligated for 100% of the Revenue Commitment and is not responsible for any separate cancellation or early termination charges for Committed Service (but will be responsible for any separate cancellation or early termination charges for other non-voice services and local access services). For purposes of this Service Schedule, the “Ramp Period” will mean the period commencing on the Service Commencement Date and expiring on the date of the second Lumen invoice for which the Service is billed.

B. Voice Complete Pricing Plans. Voice Complete pricing is Concurrent Call Path (CCP) based. Customers subscribing to the Service will select either the 1) standard plan, CCP + measured (rate per minute, call minimum, call set-up for all usage), or 2) a CCP plan that includes up to pre-defined number of minutes of national usage to a subset of pre-defined destinations per CCP. CCP Plan minutes will be aggregated across all CCPs, providing Customer with one pool of minutes. CCP plans which include a pre-defined number of minutes will be charged in accordance with the rates in the Rate Sheet for any calls in excess of such minutes. Any unused minutes will not carry over to the next month. If an optional pre-paid minute plan (“PPM Plan”) is available and ordered by Customer, Customer may purchase, in advance, a bucket of minutes to a pre-defined set of destinations. For billing purposes, should Customer order both a CCP Plan inclusive of minutes and a PPM plan, Lumen will first decrement the CCP Plan minutes and then the PPM Plan minutes. Lumen reserves the right to add destinations to the CCP or PPM plans or modify or remove CCP Plans or PPM Plans because of regulatory and/or 3rd party cost changes, with 30 days’ advance written notice.

C. Surcharges. In addition to taxes, fees and surcharges set forth in the Agreement, Rate Sheet and/or Order, Customer agrees to pay the following surcharges, where applicable, in connection with the Services:

Short Duration Call Surcharge. For any Service provided under the North American numbering plan (NANP), if the average call duration as determined over a billing month for Customer’s (i) outbound calls is less than 30 seconds or (ii) toll free calls is less than 90 seconds, then an additional charge of .01 per call will be applied to all outbound long distance and toll free calls in that billing cycle month. For the purpose of this provision, average call duration will be calculated by dividing the aggregate duration of all calls of a particular Service type (i.e. long distance or toll free) by the total number of calls of that type under a specific billing account during the billing cycle month.

PIC Long Distance Service Charges. For SIP and FlexVoice Services provided under the North American Numbering Plan (“NANP”), Customer will pay the following PIC Long Distance Service charges, as applicable:

i. Unauthorized PIC Change. An unauthorized carrier change charge as defined on the Rate Sheet may be applied to each primary interexchange carrier (“PIC”) change made without prior valid authorization. Repeated unauthorized PIC change requests by Customer may result in discontinuance of services by Lumen.

ii. PIC Change Charge. Lumen may elect to assess Customer a PIC change charge if an end user’s automatic number identifier (“ANI”) is changed from one interexchange carrier (“IXC”) to another.

iii. Carrier Line Charge or Primary Interexchange Carrier Charge (“PICC”). Lumen may assess Customer a carrier line charge for lines moved from an IXC to Lumen.

3.2 Rate Changes and Termination Right.

A. Rate Changes. Rates, charges and other pricing terms may be subject to change during the term for which the Services are to be provided by Lumen to Customer. Lumen may send to Customer a notice changing rates, charges or other pricing terms as set forth in this Service Schedule, in a Rate Sheet and/or Order which may be provided as a bill insert message with Customer’s invoice or other written notification, including to an e-mail address as set forth in this Section (a “Rate Change Notice”). Customer’s must ensure that Lumen has Customer’s most recent e-mail address for purposes of Rate Change Notices as Lumen will use the email address in Lumen’s records for the Rate Change Notices. The rates or changes set forth in such Rate Change Notifications will take effect as stated in this Service Schedule but no sooner than 30 days following such Rate Charge Notice.

B. Limited Termination Right Related to Rate Changes. On receipt of Rate Change Notice, Customer may elect to terminate the Service provided under this Service Schedule without obligation other than to pay (i) all charges already incurred in respect of the Service up to the effective date of such termination (including as adjusted via Rate Change Notice) and (ii) any third party early termination charges incurred by Lumen in terminating any local access circuits provided to the Customer as part of the Service which are terminated under this Section.

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3.3 Scope of Lumen Agency. In the provisioning of telephone numbers and/or in porting activities, Lumen is authorized to act as Customer's agent in placing orders with other carriers in order to provide telecommunications services, if requested by Customer. Customer will provide letters of agency or authority as needed to effectuate such authority, if required.

3.4 Restrictions.

A. No Resale. Notwithstanding anything to the contrary in the Agreement, the Service is a retail only service, resale of the Service in any form is strictly prohibited, and Customer may not resell or incorporate these Services into services it sells to third parties. This provision may only be changed by amendment to this Service Schedule executed by authorized parties for Customer and Lumen, no less formal consent will be binding.

B. No Non-Conforming Uses. The Service may not be used by Customer (i) to provide voice content related services such as chat lines; (ii) in connection with auto dialer applications, predictive dialers, calls to NANP 900 or 976 or similar area codes or prefixes, broadcast fax transmissions, or any other application that generates more than 10 calls per second, (iii) in connection with call center applications, and (iv) in conjunction with least cost routing (LCR) mechanisms. Use of the Service in violation of this Service Schedule is a "Non-Conforming Use". In addition to Lumen's other default rights, in the event of a Non-Conforming Use, Customer will be liable for the difference between the rates for conforming use and the higher rates which Lumen would have applied for Non-Conforming Use. In addition, if in Lumen's reasonable judgment (i) Customer's usage disproportionately terminates to and/or originates in high cost areas or international cell phones or (ii) Customer is using the Service for Non-Conforming Uses, Lumen may provide Customer with 3 calendar days' notice to modify traffic to correct its usage and if Customer fails to modify its traffic or correct usage as requested by Lumen, Lumen reserves the right to immediately adjust usage rates to such rate set forth in the notice or immediately terminate the Services. Customer will remain liable for all usage charges incurred prior to such termination and also for any commitments through the end of the Term on the Rate Sheet. Customer shall be responsible for any claims arising as a result of any Non-Conforming Use.

3.5 Traffic Integrity. Customer will not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to Customer or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party. Upon Lumen's request, Customer will certify in writing its continued compliance with this Section.

3.6 Fraudulent Calls and Unsupported Calls. Customer will be responsible for paying Lumen for all charges for Service resulting from Customer's use or the fraudulent or unauthorized use of a third party due to Customer's lack of security. Lumen may, without liability, take immediate action to prevent calls which are not supported by the Service, which may harm Lumen's network or are fraudulent or suspected to be fraudulent, including without limitation, by denying Service to particular automatic number identifiers (ANIs) or terminating Service to or from specific locations. In the event Customer discovers or reasonably believes fraudulent calls being made, Customer will notify Lumen as soon as possible at +1-800-348-5457 or FraudOperationsNA@centurylink.com.

4. Reserved.

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**ATTACHMENT A
WARNING LABELS (US)**

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

1. Your broadband/interconnect connection has failed or is disconnected
2. Your electrical power is disrupted
3. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

4. Your broadband/interconnect connection has failed or is disconnected
5. Your electrical power is disrupted
6. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

7. Your broadband/interconnect connection has failed or is disconnected
8. Your electrical power is disrupted
9. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

10. Your broadband/interconnect connection has failed or is disconnected
11. Your electrical power is disrupted
12. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

13. Your broadband/interconnect connection has failed or is disconnected
14. Your electrical power is disrupted
15. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

16. Your broadband/interconnect connection has failed or is disconnected
17. Your electrical power is disrupted
18. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

19. Your broadband/interconnect connection has failed or is disconnected
20. Your electrical power is disrupted
21. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

22. Your broadband/interconnect connection has failed or is disconnected
23. Your electrical power is disrupted
24. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

WARNING:

E911 Service May be Limited or Not Available

Emergency Calling Service/E911 will not be available if

25. Your broadband/interconnect connection has failed or is disconnected
26. Your electrical power is disrupted
27. The current location of your handset has not been registered with your service provider

If you are unable to immediately complete a 911 call,
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

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INTERNET SERVICES SERVICE SCHEDULE**

1. General. This Service Schedule is applicable where Customer orders Lumen Internet Services (which may also be called Dedicated Internet Access, Internet Services, High Speed IP, IP Transit Services or CenturyLink IQ Networking Internet Port (“Internet Port”) on ordering, invoicing, or other documentation). The Service is also subject to the Master Service Agreement executed between Lumen and Customer, and if none, Lumen’s standard Master Service Agreement (the “Agreement”). Lumen may subcontract the provision of the Service in whole or part, provided that Lumen remains responsible for the Service to Customer as set forth herein. Capitalized terms used but not defined herein have the definitions given to them in the Agreement.

1.1 Additional General Terms. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. “Withholding Tax” means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) (“LCA”) with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services.

2.1 Service Description. Lumen Internet Services are high speed symmetrical Internet services providing access to the Lumen IP network and the global Internet (“Service”). The Service is generally available via Ethernet connections from 10/100 Mbps ports to 100Gbps ports, as well as T1/E1, DS3/E3, and SONET connections from OC3/STM1 to OC48/STM16. Additional features and functionality may include:

- a. IP Addresses. IP Address space with proper justification.
- b. Primary DNS / Secondary DNS. Primary or Secondary DNS as requested.
- c. Static routing / BGP peering. Static routing or BGP peering options available.
- d. On-line bandwidth utilization reports. On-line bandwidth utilization reports available through the customer portal.
- e. Basic security service. Subject to Customer having Lumen-approved routers, included as part of the Service is a one-time per 12 month period ability to request Lumen to temporarily (i.e. for up to 24 hours): (i) apply a temporary access control list (ACL) with up to 10 rules on such routers; (ii) set up firewall filters specifying IPs, subnets, ports, and protocols; and (iii) configure null routes. Requests that exceed this duration or frequency will be charged at \$1000 per hour with a minimum charge of \$4000.

2.2 Billing Types. For Dedicated Internet Access (DIA)

Fixed-rate. Service with fixed-rate, flat rate, or tiered billing provides a set amount of bandwidth at a fixed-rate MRC (“Fixed-rate”). No usage element applies. Customer will not be permitted to exceed the contracted bandwidth level, provided that if Customer also orders Dynamic Capacity (where available), bandwidth and the associated charges may be adjusted as set forth in the separate terms for Dynamic Capacity.

Burstable. For Service provided with burstable bandwidth, the MRC is based on Committed Information Rate (“CIR”) (which is also called a Committed Data Rate (“CDR”)). The CIR/CDR is the minimum Internet bandwidth that will be billed to Customer each month regardless of actual usage. Burstable usage is any usage in excess of CIR/CDR. Burstable usage charges will apply on a per Mbps basis at the rate stated in the Order. Burstable usage charges will be billed on a 95th percentile basis. Usage levels are sampled every five minutes, for the previous 5 minute period, on both inbound and outbound traffic. At the end of the bill cycle, the highest 5% of the traffic samples for each inbound and outbound will be discarded, and the higher of the resulting inbound and outbound values will be used to calculate any applicable usage. If available and identified in the applicable Order, a Peak Information Rate (PIR) or Peak Data Rate (PDR) may apply, which is the maximum available bandwidth.

Aggregate Burstable. Burstable Services may also be provided on an aggregated basis. For Aggregate Burstable Service, the bandwidth MRC is based on the Aggregate Committed Information Rate (“ACIR”) (which is also called an Aggregate Committed Data Rate (“ACDR”)). The ACIR/ACDR is the minimum Internet bandwidth that will be charged to Customer each month regardless

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of actual usage. Aggregate Burstable Usage is any usage in excess of ACIR/ACDR. Aggregate Burstable Usage charges will apply on a per Mbps basis at the rate stated in the Order. Aggregate Burstable Usage is calculated on a 95th percentile basis across all included ports.

2.3 On-Net and Off-Net Access. Access services provided entirely on the Lumen owned and operated network ("Network") are "On-Net Access Services". Additionally, Lumen may use third parties to reach Customer's site from the Lumen Network ("Off-Net Access Services"). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, multi-tenant unit (MTU) access, or wavelength local access.

2.4 Converged Voice-Internet Service. Where Customer orders Internet Services bundled with Level 3 Enterprise Voice SIP Based Services only, such charges will show on the invoice as Converged Voice-Internet Service. For clarification, the Converged Voice-Internet Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Voice-Internet Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

2.5 Lumen Arranged Third Party Procured Internet Services. For certain Service locations (including but not limited to where Lumen may lack relevant licenses to provide such service), Lumen may agree to arrange Internet Services using third party providers ("Third Party Internet Service"). Examples of such locations include, but are not limited to, service locations in China (excluding Hong Kong), India, Indonesia, Malaysia, New Zealand, Philippines, South Korea, Taiwan, Thailand, and Vietnam. Service options vary on a country by country basis and may include access to the Internet via overbooked and/or non-overbooked connections, DSL technology, private leased circuits (fixed or wireless), and/or satellite. Specific service details (access type, e.g. downstream/upstream speed, customer premises equipment requirements, and number of IP addresses) also differ on a country by country basis. Customer understands and acknowledges that Third Party Internet Service will, if requested by Customer, be provided by third party subcontractor(s) to Lumen and accordingly, is provided on an as-is basis. Notwithstanding the foregoing, Customer may report faults and/or outages in Third Party Internet Service to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible. Customer will reasonably cooperate with the requests of such providers of Third Party Internet Service to enable installation, maintenance, repair, and disconnection of Services. Burstable and Aggregate Burstable pricing methodologies, as well as on-line bandwidth utilization reports, are not available for Third Party Internet Service.

2.6 Third Party Peer Destined Traffic. If at any time Lumen's provision of High Speed IP (any bandwidth) or Dedicated Internet Access (10G port sizes only) Service to Customer (and/or any of its Affiliates) (each a "Transit Party") results in unbalanced traffic ratios between Lumen and any other third party peer network that would negatively impact any of Lumen's peering relationships, Lumen shall provide written notice to the Transit Party triggering the unbalanced traffic ratios along with a 30-day opportunity to cure such traffic imbalance ("Balance Cure Period") during which Lumen and the relevant Transit Party will cooperate to cure the traffic imbalance. Lumen will clearly identify to the Transit Party the traffic imbalance volume and location(s) of imbalance with said peer. If the Transit Party fails to cure the traffic imbalance within that Balance Cure Period, Lumen may, in good faith discussions with the Transit Party, take appropriate action, which may include termination of one or more Internet ports, to return traffic ratios to be within compliance of the peering provider. Notwithstanding the foregoing, if an emergency condition exists ("emergency condition" for purposes on this section is considered to be traffic conditions which threaten a material and adverse impact on Lumen's network or its peers' networks), which requires Lumen to balance traffic with its' peers, then Lumen may in its' sole reasonable discretion, take appropriate action without the Transit Party's consent, which may include but is not limited to, suspending traffic on the affected port(s), to remedy such emergency condition; provided, that in such event, Lumen shall provide as much notice as is practicable under the particular emergency condition.

2.7 Intended Use. Any High Speed IP (any bandwidth) or Dedicated Internet Access (10G port sizes only) Service is intended to be used for a mixture of internet destinations and not for traffic overly weighted towards individual networks. As such, if more than 25% of total traffic on those particular Services is carried across Lumen's inter-continental backbone links or more than 25% of total traffic (excluding traffic terminating to AS3356 or AS209) is sent towards an individual egress network (either third party peer networks or Lumen end customer networks), then Lumen may choose to issue written notification to Customer to remedy the imbalance, after which Customer will work with Lumen in good faith to remedy such imbalance. Notwithstanding the foregoing, if Customer fails to remedy the imbalance within ten (10) working days of such notification and such imbalance is of a nature that does or will negatively affect (i) the Lumen (or its Affiliates) network in a technical and/or operational manner or (ii) the hardware, systems or services of other orders of Lumen or any Lumen Affiliate, then Lumen, in its sole discretion, shall have the right to a) charge Customer for traffic breaching the limits above at an "excess burst" rate of 1.5x the negotiated CDR rate per Mbps; or b) use technical means to withdraw access to these destinations from those Services.

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2.8 Service Levels. Lumen Internet Services are subject to the Lumen Service Level Agreement that is included with the Agreement.

3. Customer Responsibilities.

3.1 Charges. Customer shall be billed non-recurring charges (“NRC”) and monthly recurring charges (“MRC”) for Service as set forth in an Order(s). NRC include applicable installation charges for local-access circuit, port connection, and bandwidth. MRC include local-access charges, port connection charges, and bandwidth charges. Other charges, including but not limited to usage-based charges, may apply as stated in the Order(s). The Services are available with Fixed-rate, Burstable, or Aggregate Burstable billing types.

3.2 Additional Customer Responsibilities. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Lumen. All IP addresses, if any, assigned to Customer by Lumen shall revert to Lumen upon termination of Service, and Customer shall cease using such addresses as of the effective date of termination. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation, and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

3.3 Resale Restriction. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Internet Service or any ports provided hereunder as a stand-alone service to a third party without the express written consent of Lumen, provided, however that Customer may bundle any Internet Service or any ports provided pursuant to this Service Schedule with any other Lumen services (to the extent resale of those service is allowed) or the services of Customer and resell such bundled service to Customer’s subscribers and its customers. The Parties agree that the preceding is not applicable to Converged Voice-Internet Service, and Customer is prohibited from reselling any Converged Voice-Internet Service unless the parties enter into an amendment signed by authorized representatives of both parties.

3.4 Business Contact Information. Customer must provide to Lumen the names of and contact information (“Business Contact Information”) for its employees (“Business Contacts”) who have purchasing or other responsibilities relevant to Lumen’s delivery of international Service under this Service Schedule. Customer consents to Lumen’s and its affiliates or subcontractors’ use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen’s products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to Lumen’s processing of their Business Contact Information for the purposes set forth in this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established (“Authority”). Customer will notify Lumen promptly of staffing or other changes that affect Lumen’s use of Business Contact Information. Lumen will have in place technical and organizational measures that ensure a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that protects such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule. Lumen will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

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LUMEN MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE**

1. General. This Service Schedule forms part of the Master Service Agreement between Lumen and Customer (“Agreement”) and is applicable only where Customer orders Lumen MPLS (IPVPN and VPLS) VPN Service (which may also be called IP VPN, IPVPN, IPVPN Port, Private Port, IQ Networking Private Port, MPLS/IP VPN, MPLS/IP VPN Port, VPN, NBIPVPN (Network Based IP VPN), Converged Services, Virtual Private Network, or IP Solutions Private Port on ordering, pricing, invoicing, or other documentation). Capitalized terms used but not defined herein have the definitions given to them in the Agreement. Customer expressly agrees that Lumen may use affiliates or third party suppliers to provide MPLS VPN Service, provided that Lumen remains responsible to Customer hereunder.

1.1 Additional General Terms. All invoices will be issued to Customer and paid in the currency specified in the Order or pricing attachment. Customer will pay such invoices free of currency exchange costs or bank charges. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. “Withholding Tax” means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen hereunder should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax.

2. Services.

2.1 Service Description. MPLS VPN Service includes two (2) virtual private network (“VPN”) services, IPVPN and VPLS, providing private site-to-site communications over Lumen’s MPLS network. IPVPN utilizes Internet Protocol; VPLS is provided using Ethernet. Customer must purchase at least 2 ports to set up private site-to-site connections. The Service is connected to each site, including additional sites designated by Customer (together “Customer Sites”) through the Customer port at either a circuit location address or a Lumen Point of Presence (PoP) as specified in the Order. Customer Sites will be connected to a port at one or more Lumen MPLS Network PoPs at a fixed data transmission rate. Standard network management web tools are also provided in conjunction with the MPLS VPN Services. The VPLS offer of Enterprise Switched Native LAN (“SNLAN”) allows multiple Customer locations to interconnect within a single Lumen-defined metro area network (“MAN”). The VPLS offer of Extended Native LAN (“ENLAN”) allows Customer to connect multiple SNLAN networks between MANs.

2.2. Additional Features.

Additional features and functionality may include:

a. Enhanced Reporting. Lumen offers enhanced reporting features including Performance Assurance, Enhanced Management, and End to End Statistics (collectively these are referred to herein as “Enhanced Reporting”). Customer may subscribe to Performance Assurance and End to End Statistics for an additional charge. If available at Customer’s location, Enhanced Management will be included with Customer’s MPLS VPN Service at no additional charge. Customer may request information regarding the availability of Enhanced Management at any particular location. Where available, these features provide end-to-end reporting and SLA’s for the following statistics: data delivery, latency and jitter that can be accessed by Customer via the Lumen provided customer portal.

b. Class of Service (CoS). Customer may purchase CoS where available providing the ability to prioritize certain identifiable traffic flows between MPLS network ports. Customer is solely responsible for the selection of classes of service as stated in the Order. If a Service Order references Premium Plus/Premium CIR (or PIR), the stated bandwidth is included in, and not in addition to, the Committed Information Rate or Peak Information Rate.

c. Smart Demarcation. In certain locations, where available, for VPN and VPLS services with Ethernet access in the domestic U.S. and VPLS services with Ethernet access outside of the U.S., Lumen provides ‘Smart Demarcation’ which is the supply and installation of a Smart Demarcation device (also referred to as a Network Interface Device or “NID”) used for Ethernet connectivity fault management for up to 1Gbps port speeds at Customer Sites.

2.3. Additional Services.

The following services may be available at an additional charge to be set forth in an Order and pursuant to the separate Service Schedule for such services:

a. Lumen Internet Services. As part of a Converged Service, Customer may order Internet Services which are high speed symmetrical Internet services providing access to the Lumen IP Network and the global internet.

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b. Lumen Enterprise Voice SIP Based Services. As part of a Converged Service, Customer may order SIP based enterprise voice for Public Switched Telephone Network connectivity, outbound (1+) access to U.S. (interstate and intrastate) and international locations, inbound (8XX) service, and international toll free calling.

c. Application Performance Management. As an optional service feature for IPVPN, where available Customer may subscribe to Application Performance Management (“APM”) which provides near real-time information for live monitoring and historical data for analysis and reporting on all network traffic end-to-end, including advanced statistics on latency, jitter and packet loss, as well as general utilization by way of an inline Analysis Service Element (“ASE”).

d. Managed Network Services. As an additional Service offering, where available Customer may order Lumen Managed Network Services (“MNS”) in which Customer premises equipment (“CPE”) is provided by either the Customer or Lumen, but in all cases is managed and maintained by Lumen. MNS may include, but is not limited to, Routers, IADs, SBCs, and firewalls.

e. Secure Access. As an additional Service offering, where available Customer may order Secure Access Site and Secure Access Cellular.

f. Managed Security Services. As an additional Service offering, if available Customer may order certain managed security services (“MSS”) which may be available on a cloud-based (MSS-Cloud) solution. The MSS Cloud solution may also be referenced as a Secure Internet Access Firewall or SIA Firewall when ordered in conjunction with Lumen MPLS Service.

2.4. On-Net and Off-net Access. Access services provided entirely on the Lumen owned and operated network (“Network”) are “On-Net Access Services”. Additionally, Lumen may use third parties to reach Customer’s site from the Lumen Network (“Off-Net Access Services”). Local Access may be provisioned utilizing one of the following service technologies: special access, ethernet local access, or wavelength local access.

2.5 Service Levels. MPLS VPN Service is subject to the Lumen Service Level Agreement that is included with the Agreement.

3. Customer Responsibilities.

3.1 Charges. Customer shall be billed non-recurring charges (“NRC”) and monthly recurring charges (“MRC”) for MPLS VPN Services as set forth in the Order or pricing attachment. NRC includes applicable installation charges for local-access circuit and each port. MRC includes local-access charges, port connection charges and bandwidth charges. Bandwidth may be identified on an Order or pricing attachment as Bandwidth, Commit, Committed Information Rate (or CIR), or Peak Information Rate (or PIR). Other charges, including but not limited to usage based charges, may apply as stated in the Order or pricing attachment. Where Customer orders MPLS VPN Services bundled with either Lumen Internet Services or Level 3 Enterprise Voice SIP Based Services (either combination is referred to herein as a “Converged Service”) such charges will show on the invoice as Converged Services. For clarification, the Converged Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

3.2 General Customer Responsibilities. Customer is responsible for providing the network design specifications including pre-existing LAN/WAN IP addressing schemes, MAC addresses and circuit designs. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Lumen. All IP addresses, if any, assigned to Customer by Lumen shall revert to Lumen upon termination of Service, and Customer shall cease using such addresses as of the effective date of termination. For installation of the Smart Demarcation device (NID) at Customer’s Site, Customer shall (i) provide access at each Site for installation, implementation and maintenance (“Work”) at scheduled times, (ii) make appropriate contact personnel available on-site for such Work, (iii) provide all necessary power distribution boxes, conduits, telco backboard space for equipment mounting, grounding, surge and lightning protection and associated hardware and power outlets within 4 feet (1 meter) of the location at which a NID is to be installed, (iv) provide all required extended demarcation inside wiring, including any necessary building alterations to meet wiring and any other site requirements, (v) ensure that the NID can be installed within 6 feet (2 meters) of the Customer provided equipment and the Customer provided or third party provided extension of the local access circuit demarcation, or otherwise provide additional cabling at the Customer’s expense, (vi) clearly marking each telecommunications extended local access circuit demarcation point to allow the installer to connect the correct circuit to the correct NID interface, and (vii) connection of the NID to the Customer Router or LAN.

3.3 Resale Restriction. Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Service provided pursuant to this Service Schedule except as expressly provided by Lumen, provided however, if Customer requests to resell any Converged Services such permission from Lumen must be in the form of an amendment signed by authorized representatives of both parties.

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LUMEN MPLS (IPVPN AND VPLS) VPN SERVICE
SERVICE SCHEDULE**

3.4 Latin American Services. With respect to Services provided in Latin America, Customer agrees that it (or its local Affiliate) will enter into a separate local country addendum/agreement (as approved by local authorities) (“LCA”) with the respective Lumen Affiliate which provides the local Service(s) containing terms necessary to comply with local laws/regulations, and such Lumen Affiliate will invoice the Customer (or its local Affiliate) party to the LCA for the respective local Service(s).

3.5 Business Contact Information. Customer must provide to Lumen the names of and contact information (“Business Contact Information”) for its employees (“Business Contacts”) who have purchasing or other responsibilities relevant to Lumen’s delivery of international Service under this Service Schedule. Customer consents to Lumen’s and its affiliates or subcontractors’ use and transfer to the United States of Business Contact Information for the purpose of: (a) fulfilling its obligations under this Service Schedule; and (b) providing information to Customer about Lumen’s products and services via these Business Contacts. Customer represents that the Business Contact Information is accurate and that each Business Contact has consented to Lumen’s processing of their Business Contact Information for the purposes set forth in this Service Schedule. The Business Contact Information provided by Customer has been collected, processed, and transferred in accordance with applicable laws, including, where applicable, any necessary notification to the relevant data protection authority in the territory in which Customer is established (“Authority”). Customer will notify Lumen promptly of staffing or other changes that affect Lumen’s use of Business Contact Information. Lumen will have in place technical and organizational measures that ensure a level of security appropriate to the risk represented by the processing and the nature of the Business Contact Information and that protects such information against accidental or unlawful destruction or accidental loss, alteration, and unauthorized disclosure or access. Lumen will use the information only for the express purposes set forth in this Service Schedule. Lumen will identify a contact authorized to respond to inquiries concerning processing of Business Contact Information and will reasonably cooperate in good faith with Customer and the Authority concerning all such inquiries without excessive delays.

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DATA SECURITY ADDENDUM**

This Data Security Addendum (“Addendum”) forms part of the service agreement (“Agreement”) between Customer and Lumen and is applicable to the services provided by Lumen pursuant to the Agreement (“Services”). “Lumen” is defined for purposes of this Addendum as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities. In the event of a conflict between the Agreement and this Addendum, the terms of this Addendum will control.

Lumen has implemented the data security measures described in this Addendum and will maintain them, or an equally secure equivalent, during the applicable term of the Services. These measures generally apply to Lumen’s standard services and certain measures may not apply or may be applied differently to customized services, configurations, or environments ordered or as deployed by Customer. These measures have been implemented by Lumen to protect, directly or indirectly, the confidentiality, integrity and availability of Customer Data. As used in this Addendum, “Customer Data” means any data, content or information of Customer or its end users that is stored, transmitted, or otherwise processed using the Lumen Services.

1. COMPLIANCE WITH LAW, AUDIT REPORT

Lumen has adopted and implemented a corporate information security program as described below, which program is subject to reasonable changes by Lumen from time to time. Lumen has completed an AICPA sanctioned Type II audit report (SSAE18/ISAE3402 SOC 1 or SOC 2) for certain facilities/services and will continue to conduct such audits pursuant to a currently sanctioned or successor standard. Customer will be entitled to receive a copy of the then-available report upon request, which report is Lumen Confidential Information. Customer may make such report available to its end users subject to confidentiality terms provided by Lumen. Customer will ensure that all Customer Data complies with all applicable laws and appropriate information security practices, and nothing in this Addendum will relieve Customer from its responsibility to select and implement such practices.

2. INFORMATION SECURITY PROGRAM

Lumen has implemented an information security program (the “Program”) that includes reasonable measures designed to: (1) secure the confidentiality and integrity of Customer Data; (2) to the extent related to the Services and Lumen infrastructure, protect against foreseeable threats to the security or integrity of Customer Data; (3) protect against unauthorized access to, disclosure of or unauthorized use of Customer Data; and (4) provide that Lumen employees are aware of the need to maintain the confidentiality, integrity and security of Customer Data. Lumen will limit access to Customer Data to only those employees, agents, contractors or service providers of Lumen who need the information to carry out the purposes for which Customer Data was disclosed to Lumen.

The Lumen Program is modelled on the ISO27001:2013-based Information Security Management System (“ISMS”), which establishes the guidelines and general principles used for establishing, implementing, operating, monitoring, reviewing, maintaining and improving protections for Lumen information and Customer Data. The Lumen Program, in alignment with the ISMS, is designed to select adequate and proportionate security controls to protect information and provides general guidance on the commonly accepted goals of information security management and standard practices for controls in the following areas of information security management:

- Security policy
- Organization of information security
- Asset management
- Human resources security
- Physical and environmental security
- Communications and operations management
- Communications security
- Access control
- Information systems acquisition, development, and maintenance
- Information security incident management

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- Business continuity management
- Compliance
- Cryptography
- Supplier relationships

Lumen has also implemented a formal information security policy and supporting methods and procedures, technical standards, and processes to reinforce the importance of information security throughout the organization (“Information Security Policy”). The Information Security Policy is in alignment with ISO 27002:2013 and is approved by the Chief Information Security Officer. The Information Security Policy outlines the requirements to maintain reasonable security for the Services. Employees and contractors with access to corporate information and Customer Data are required to complete annual security training based on the Information Security Policy. The Information Security Policy includes the following:

- Physical Security Policy for data centers and Office Locations
- Electronic Use Policy including:
 - Email Usage
 - Wireless Networks
 - Internet Access
 - Anti-Virus control
- Password Management
- Remote and Home Working
- Computer Security Incident Response Plan
- Information Protection
- Third Party Connections Agreements
- Third Party Access
- Wireless Scanning
- Risk Management
- Vendor Management

3. SPECIFIC SECURITY CONTROLS

Lumen’s security controls include:

- Logical access controls to manage access to Customer Data on a least privilege and need-to-know basis, including through the use of defined authority levels and job functions, unique IDs and passwords, strong (i.e., two-factor) authentication for remote access systems (and elsewhere as appropriate), and promptly revoking or changing access in response to terminations or changes in job functions.
- Password controls to manage and control password complexity and expiration. Any password controlling access to the Lumen infrastructure must be of a minimum length and complexity.
- Operational procedures and controls to provide that technology and information systems are configured and maintained according to prescribed internal standards.
- Network security controls, including the use of firewalls, layered DMZs, and updated intrusion detection/prevention systems to help protect systems from intrusion and/or limit the scope or success of any attack or attempt at unauthorized access.
- Vulnerability management procedures and technologies to identify, assess, mitigate and protect against new and existing security vulnerabilities and threats, including viruses, bots, and other malicious code.

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- Approved anti-malware software is installed on Lumen equipment capable of running it where the risk of infection is high. It is configured to prevent users disabling the software where possible or altering its configuration without authorization. Periodic evaluations are performed to confirm whether systems continue to require (or not) antivirus software.
- Security policies which reinforce the importance of physical security of all company facilities including procedures specific to data center physical security. Data center security personnel are responsible for controlling data center access, monitoring local security alarms and managing all reported physical security-related events.
- CCTV (Closed Circuit Television) commonly deployed as a physical security control in high value facilities to deter, detect and identify intruders. The Corporate Security Operations Center (CSOC) provides global, 24/7 support with remote monitoring, management, administration and maintenance of the CCTV video surveillance systems used throughout Lumen.
- The Central Access Control Center (CACC) supports the distribution of all Lumen access badges and administration of access permissions within the access control system.
- Disposal procedures for different types and classifications of information which are documented and communicated to personnel. Employees have access to secure shredders for hardcopy. Electronic media are disposed of through certified disposal vendors.
- Pre-employment screening and background checks are conducted on incoming personnel in accordance with Lumen human resource on-boarding practices and applicable local law. The checks are dependent on, amongst other things: the role, location, any custom requirements, and can include: identity, drug, criminal, academic and credit checks.
- Annual security awareness training for Lumen employees and contractors working on Lumen premises. The training reflects current threats and encourages basic security good practice, access to and knowledge of Information Security Policy and procedures such as how to report an incident. Employees in particular positions receive supplementary security training and if a training or testing issue arises (e.g., internal phishing exercises), further guidance is provided. Lumen conducts a continuous program of phishing tests on staff to reinforce the requirement for awareness and good email and browsing habits and to assess the effectiveness of security awareness training. The company intranet and email system are used to disseminate flash announcements on security matters as appropriate.
- Change management procedures outlining that modifications to Lumen technology and information assets are tested, approved, recorded, and monitored.
- Organizational management designed to ensure the proper development and maintenance of information security and technology policies, procedures and standards.
- Dedicated organizations with global responsibility for all physical security operations, security systems, access administration, and security controls within all Lumen-owned facilities and data centers. Third-party data centers are utilized for certain services and, in such cases, certain physical security and other controls are reviewed by Lumen.

4. SECURITY AUDITS.

Customer may, no more than once per year and at its own expense, audit Lumen's performance with respect to its security obligations under this Addendum ("Audit"). In the event Customer retains a third party to perform an Audit, Lumen may require additional documentation be executed by the third party auditor prior to granting access to a Lumen facility where Services are provided, and Lumen may, at its sole and reasonable discretion, decline to allow a third party access to a data center. Lumen will reasonably cooperate with Customer in its performance of the Audit and will make available to Customer or its auditors documents and records reasonably required to complete the Audit. Lumen will provide Customer with reasonable access to the relevant facility for the purpose of inspection of the equipment and facilities which are used to provide the Services to Customer. For purposes of clarification, access will not be granted to certain areas of certain facilities (such as data centers) to which Lumen does not generally allow access to its customers (e.g., areas which house equipment used to support services for multiple customers). Audit access is subject to Lumen's reasonable security requirements for its most sensitive security policies/materials. Audit access must be within Lumen's normal business hours and must be scheduled at least ten (10) business days in advance, and Customer or its auditor will be

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escorted by Lumen personnel during the period of access. The Audit and any findings related thereto will be treated as Confidential Information.

5. SECURITY INCIDENTS AND RESPONSE.

In the event Lumen determines that a Security Incident has impacted Customer Data, Lumen will promptly take the following actions:

- Notify Customer of such Security Incident and provide periodic updates as appropriate given the nature of the Security Incident and as information becomes available;
- Take reasonable steps to remediate and mitigate the Security Incident, to the extent such steps are technically feasible and appropriate in the circumstances;
- Conduct a preliminary investigation into the Security Incident to determine, to the extent reasonably feasible, its root cause; and
- Reasonably cooperate with Customer in its efforts to remediate or mitigate the Security Incident and its efforts to comply with applicable law and legal authorities, as necessary.

For purposes of this Addendum, “Security Incident” means any unlawful or unauthorized access, theft, or use of Customer Data while being stored, transmitted or otherwise processed using Lumen services.

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FOR ILLUSTRATIVE PURPOSES ONLY

Lumen reserves the right to amend the Acceptable Use Policy effective upon posting.

Lumen's Acceptable Use Policy

Effective August 13, 2021

This Acceptable Use Policy ("AUP") defines acceptable practices relating to the use of Lumen's network, websites, systems, facilities, products and services (collectively, the "Services") by Lumen customers and by users that have gained access to the Services through customer accounts (collectively, "Users"). The Services must be used in a manner that is consistent with the intended purpose of the Services and the terms of the applicable agreement with Lumen. By using the Services, Users consent to be bound by the terms of this AUP. For purposes of this AUP, "Lumen" includes CenturyLink Communications, LLC and all other affiliates, including direct and indirect subsidiaries of Lumen, Inc. Your use of Lumen Services must comply with [Lumen's copyright/DCMA Policy](#).

Prohibited Conduct

- **General.** Users will not use the Services to transmit, distribute or store material in a manner that: (a) violates any applicable law or regulation; (b) may adversely affect the Services or Users; (c) may expose Lumen to criminal or civil liability or (d) violate, infringe upon or otherwise misappropriate any third party rights, including intellectual property rights, rights of publicity and privacy rights. Users are prohibited from facilitating the violation of any part of this AUP or applicable third-party policies, including, but not limited to transmitting, distributing, or otherwise making available any product or service that violates this AUP or another provider's policy.
- **Inappropriate Content.** Users will not use the Services to transmit, distribute or store material that Lumen reasonably determines is inappropriate, obscene, indecent, defamatory, libelous, tortious, threatening, abusive, hateful, or excessively violent. Users will also not use the Services to host terrorist-related web sites, including sites that advocate human violence and hate crimes based upon religion, ethnicity, or country of origin.
- **Intellectual Property.** Material accessible through the Services may be subject to protection under privacy, publicity, or other personal rights and intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users will not use the Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. If a domain name is used with any of the Services, it may not be used in violation of the trademark, service mark, or other rights of any third party.
- **Harmful Content.** Users will not use the Services to transmit, distribute or store material that may be harmful to or interfere with the Services or any third party's networks, systems, services, or websites. Such prohibited harmful content includes, but is not limited to, viruses, worms, or Trojan horses, root kits, password crackers, adware, and key stroke capture programs.
- **Fraudulent/Misleading Content.** Users will not use the Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In

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addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.

- **Email and Unsolicited Messages.** Users will not use the Services to (i) transmit unsolicited e-mail messages, including, without limitation, unsolicited bulk email, where such emails could reasonably be expected to provoke complaints, and (ii) send e-mail messages which are excessive and/or intended to harass or annoy others ("Spam"). Further, Users are prohibited from using the service of another provider to send Spam to promote a site hosted on or connected to the Services. In addition, Users will not use the Services to (a) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (b) send e-mail with forged TCP/IP packet header information, (c) send malicious e-mail, including, without limitation, "mail-bombing", (d) send or receive e-mail messages in a manner that violates the use policies of any other Internet service provider, or (e) use an e-mail box exclusively as a storage space for data.
- **Third Party Rules; Usenet.** Users will not use the Services in violation of the rules, guidelines or agreements associated with search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, or other services accessed via the Services.
- **Inappropriate Actions.** Users will not use the Services to conduct activities that may be harmful to or interfere with the Services, a User's terminal session or any third party's networks, systems, services, or websites. Users will not engage in any activities designed to harass, or that will preclude or interfere with the use of Service (e.g., synchronized number sequence attacks) by any other User on the Lumen network or on another provider's network. In addition, Users will not use the Service (a) by any means or device to avoid payment; (b) to access User's account or Lumen Services after User has terminated User's account; (c) on behalf of persons or firms listed in the Spamhaus Register of Known Spam Operations database at www.spamhaus.org; or (d) to engage in phishing activities. Users will not use the Service to engage in any activities that may interfere with the ability of others to access or use the Service or the Internet.
- **Illegal Use:** Customer will not use the Services in a manner that constitutes illegal activities, including but not limited to, death threats, terroristic threats, threats of harm to another individual, multi-level marketing schemes, HYIP or Ponzi schemes, invasion of privacy, credit card fraud, racketeering, defamation, slander, child pornography and violations of the Child Protection Act of 1984, or any other applicable law.
- **Security Breaches and Obligations.** Users are prohibited from violating or attempting to violate the security of the Services or the computers, accounts, or networks of another party, including but not limited to, circumventing the user authentication or security of any host, network or account. Users will not use the Services to cause security breaches or disruptions of Internet communication and/or connectivity. Security breaches include, but are not limited to, accessing data, accounts or systems without authorization or logging into a server or account that the Customer is not expressly authorized to access and denial of service attacks. Disruptions include port scans, flood pings, email-bombing, packet spoofing, IP spoofing, forged routing information. Customer must use reasonable care in keeping its software on the Lumen's servers up-to-date and patched with the latest security updates.
- **IP Allocation.** Users are prohibited from using IP addresses not originally allocated for use or on unassigned VLANs or servers. All IP Addresses are currently owned and registered to Lumen and are non-transferable. Customer retains no ownership or transfer rights.

Rights of Lumen

- Lumen may suspend or terminate Service of any User which Lumen believes has violated any element of this AUP. Lumen will suspend Service for violation of the AUP on the most limited basis as Lumen determines is reasonably practical under the

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circumstances to address the underlying violation. Lumen will attempt to notify Users via email or other method prior to suspending Service for violation of the AUP; provided, however, Lumen may suspend Service without notice if Lumen becomes aware of a violation of any applicable law or regulation or activity, including but not limited to a violation of the AUP that exposes Lumen to criminal or civil liability or that exposes the Lumen network or Lumen customers' network or property to harm. Such harm to a network may include, but is not limited to, risk of having an IP address placed on blacklists. Lumen may take such further action as Lumen determines to be appropriate under the circumstances to eliminate or preclude repeat violations.

- Lumen reserves the right to take down any material—or otherwise block access thereto—created or accessible on or through the Services and suspend or terminate any User creating, storing or disseminating such material where Lumen becomes aware that the material violates this AUP and/or exposes Lumen to civil or criminal liability, including without limitation, under applicable copyright laws. Lumen reserves the right to avail itself to the safe harbor provisions of the Digital Millennium Copyright Act.
- Access the [Service Provider/Designated Agent Information](#) pursuant to the Digital Millennium Copyright Act, 17 U.S.C., Section 512(c).
- Users are responsible for configuring their own systems to provide the maximum possible accountability. Lumen shall not be liable for any damage caused by such system configurations regardless of whether such configurations have been authorized or requested by Lumen. For example, Users should ensure there are clear "path" lines in news headers so that the originator of a post may be identified. Users should also configure their Mail Transport Agents (MTA) to authenticate (by look-up on the name or similar procedures) any system that connects to perform a mail exchange, and should generally present header data as clearly possible. As another example, Users should maintain logs of dynamically assigned IP addresses. Users are responsible for educating themselves and configuring their systems with at least basic security. Should systems at a User's site be violated, the User is responsible for reporting the violation and then fixing the exploited system. For instance, should a site be abused to distribute unlicensed software due to a poorly configured FTP (File Transfer Protocol) Server, the User is responsible for re-configuring the system to stop the abuse.
- Lumen reserves the right to cooperate with legal authorities and third parties in the investigation of any alleged wrongdoing related to this AUP, including the disclosure of the identity of the User that Lumen deems responsible for the wrongdoing. Lumen will not be liable for any damages of any nature suffered by any User, or any third party resulting in whole or in part from Lumen's exercise of its rights under this AUP.
- Lumen reserves the right to install and use, or to have you install and use, any appropriate devices to prevent violations of this Policy, including devices designed to filter or terminate access to the Service. By accepting and using the Service, Users consent to allowing Lumen to collect service information and routing information in the normal course of our business, and to use such information for general business purposes. Users may not use the Service to monitor any data, information or communications on any network or system without authorization. Users may not attempt to gain unauthorized access to the user accounts or passwords of other Users.

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- In most cases, Lumen will notify Users of complaints received by Lumen regarding an alleged violation of this Policy. You agree to promptly investigate all such complaints and take all necessary actions to remedy any violations of this Policy. Lumen may inform the complainant that you are investigating the complaint and may provide the complainant with the necessary information to contact you directly to resolve the complaint. You shall identify a representative for the purposes of receiving such communications.
- Lumen reserves the right to modify this AUP in its discretion at any time. Such modifications will be effective upon posting, and use of the Services after such modification constitutes acceptance of such modifications.

Responsibility for Content

Lumen takes no responsibility for any material created or accessible on or through the Services and will not exercise any editorial control over such material. Lumen is not obligated to monitor such material, but reserves the right to do so.

Violations of this AUP may be reported to:

abuse@aup.lumen.com

Lumen Master Service Agreement

Updated: April 21, 2022

“Lumen” is defined for purposes of this Service Level Agreement as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services subject to this Service Level Agreement. This Service Level Agreement applies when Customer orders Lumen service(s) listed as Qualifying Services in Table 1.1. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Qualifying Services are contained in the Service Levels applicable to the Affected Service. Terms used but not defined in this Service Level Agreement will have the meaning set forth in the Agreement. In the event of a conflict between the definition section below and a defined term in another Service Attachment, the definitions section below will prevail for purposes of interpretation of this Service Level Agreement.

1. Availability Tiers

Lumen offers Service Availability Service Levels for Qualifying Services based on the following Availability Tiers. The Availability Tiers only apply to the Service Availability Service Level in this Service Level Agreement and do not relate in any way to any tiers in other service level agreements.

Table 1.1

Availability Tier	Qualifying Services
BRONZE	<ul style="list-style-type: none"> Unprotected Wavelength Service Off-Net Unprotected EPL Service within North America On-Net Unprotected EPL Service within North America*, Europe, Latin America** and Service that includes subsea cable
SILVER	<ul style="list-style-type: none"> Off-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within Europe, Latin America and Asia-Pacific, and Service that includes subsea cable, Off-Net Internet Services outside North America (“Silver Internet”), Off-Net MPLS (IPVPN and VPLS) Services outside North America (“Silver MPLS (IPVPN and VPLS)”)), Standalone Managed Service Standalone Edge Gateway Service Broadband Internet Access with Backup Cellular Internet Access Silver Internet with Broadband Internet Access or Backup Cellular Internet Access****, or Silver MPLS (IPVPN and VPLS) with Broadband Internet Access or Backup Cellular Internet Access****
GOLD	<ul style="list-style-type: none"> Protected Wavelength Service On-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within Latin America and Asia-Pacific, and Service that includes subsea cable, All On-Net Internet Services and Off-Net Internet Services in North America (collectively “Gold Internet”), All On-Net MPLS (IPVPN and VPLS) Services and Off-Net MPLS (IPVPN and VPLS) Services in North America (collectively “Gold MPLS (IPVPN and VPLS)”)), Gold Internet with Broadband Internet Access or Backup Cellular Internet Access**** Gold MPLS (IPVPN and VPLS) with Broadband Internet Access or Backup Cellular Internet Access**** Dynamic Connections – IPVPN, or Managed Service with MPLS (IPVPN and VPLS) or Internet Service directly connected to the Managed Service at a Site, or Edge Gateway Service with MPLS (IPVPN and VPLS) or Internet Service directly connected to the Edge Gateway Service at a Site

PLATINUM	<ul style="list-style-type: none"> On-Net and Off-Net Protected EPL, EVPL, E-Line, E-Access and E-LAN Service within North America, On-Net Protected EPL, EVPL, E-Line, E-Access, and E-LAN Service within Europe, eLynk, or Dynamic Connections – Ethernet
PLATINUM MANAGED SERVICE***	<ul style="list-style-type: none"> High Availability Managed Services

* Any references to North America mean the United States and Canada.

** Any references to Latin America include Mexico.

*** Lumen SD-WAN with Cisco Meraki is not eligible for the Platinum Managed Service Tier.

**** The Enterprise Access Service(s) must be configured to create a backup design to qualify for the availability tier.

2. Service Availability Service Level

If a Qualifying Service experiences Service Unavailability, Customer is entitled to a credit as a percentage of the MRCs or BCCs, as applicable, for the Affected Service as set forth in Table 2.1.

If Customer purchases Managed Services or Edge Gateway Service and MPLS (IPVPN and VPLS) or Internet at a specific site, the cause of the Service Unavailability determines the applicable Service Tier. If the Service Unavailability is due to an issue with the MPLS (IPVPN and VPLS) or Internet Service, the Service Tier that the MPLS (IPVPN and VPLS) or Internet Service qualifies for independently applies. If the Service Unavailability is due to an issue with the Managed Service or Edge Gateway Service, the Service Tier that the Managed Service or Edge Gateway Service with the MPLS (IPVPN and VPLS) or Internet Service qualifies for applies. When any nonperformance, outages, failures to deliver or defect in the Service occur due to a Lumen Managed Service hosted on the Edge Gateway, the applicable Managed Services Service tier will apply in lieu of the Edge Gateway Service tier.

Lumen does not provide any Service Level credits for Service Unavailability for Standalone Broadband Internet Access, Primary Cellular Internet Access, or Temporary Primary Transport. Lumen also does not provide any Service Level credits for Off-Net Unprotected EPL outside North America, Third Party Internet Service or Third Party Wavelength Service.

Table 2.1

Availability Tier	Service Availability	Availability Service Credit (in hrs:mins:secs)
PLATINUM MANAGED SERVICE	100%	00:00:01 - 00:30:00 = 10% 00:30:01 – 01:00:00 = 20% 01:00:01 – 02:00:00 = 30% 2:00:01 – 3:00:00 = 40% 3:00:01 – 4:00:00 = 50% 04:00:01 or greater = 100%
PLATINUM	99.999%	00:00:44 - 00:30:00 = 10% 00:30:01 – 01:00:00 = 20% 01:00:01 – 02:00:00 = 30% 2:00:01 – 3:00:00 = 40% 3:00:01 – 4:00:00 = 50% 04:00:01 or greater = 100%
GOLD	99.99%	00:04:33 – 00:43:00 = 10% 00:43:01 – 04:00:00 = 20% 04:00:01 – 08:00:00 = 30% 08:00:01 – 12:00:00 = 40% 12:00:01 – 20:00:00 = 50% 20:00:01 or greater = 100%

SILVER	99.9%	00:43:21 – 04:00:00 = 10% 04:00:01 – 8:00:00 = 20% 08:00:01 – 12:00:00 = 30% 12:00:01 – 16:00:00 = 40% 16:00:01 – 24:00:00 = 50% 24:00:01 or greater = 100%
BRONZE	99.5%	03:36:01 – 10:00:00 = 10% 10:00:01 – 14:00:00 = 20% 14:00:01 – 18:00:00 = 30% 18:00:01 – 22:00:00 = 40% 22:00:01 – 26:00:00 = 50% 26:00:01 or greater = 100%

3. Installation Service Level

Lumen will exercise commercially reasonable efforts to install (i) a Managed Service, Edge Gateway Service or Network Service except for Dynamic Connections-IPVPN or Dynamic Connections-Ethernet on or before the Customer Commit Date specified for the Service or (ii) a Dynamic Connections-IPVPN or Dynamic Connections-Ethernet Service within 24 hours of Lumen's receipt of Customer's order or request for circuit connection. If a Service is not installed within these timeframes for reasons other than an Excluded Delay, Customer is entitled to a one-time service credit as set forth in Table 3.1.1 or Table 3.2.1. If Customer's Agreement contains a right of termination for installation delay, that right of termination will not apply to the Services covered under this Installation Service Level. Instead, this Installation Service Level is Customer's sole remedy for delayed installation of the Service. This Installation Service Level does not apply to Enterprise Access Services.

3.1 Installation Service Level for Edge Gateway Service, all Managed Services and Network Services except for Dynamic Connections-IPVPN and Dynamic Connections-Ethernet.

Table 3.1.1

Business Days Beyond Customer Commit Date	Service Level Credit of Affected Service MRC
1-5	10%
6-11	20%
12-17	30%
18-23	40%
24-30	50%
Greater than 30	100%

3.2 Installation Service Level for Dynamic Connections-IPVPN and Dynamic Connections-Ethernet

To be eligible for this Installation Service Level, the affected instance of Dynamic Connections-IPVPN or Dynamic Connections-Ethernet must be active for at least 1 hour for hourly service, or 48 hours for monthly service.

Table 3.2.1

Hours After Lumen's Receipt of Customer's Order or Request for Circuit Connection	Service Level Credit of Affected Service MRC or BCC
25-29	10%
30-35	20%
36-41	30%
42-47	40%
48-54	50%
Greater than 54	100%

4. Performance Service Level

Lumen offers the following Performance Service Levels on Lumen provided Network Services, with the exception of Fiber+ Internet and Wavelength Service. No Performance Service Levels apply for Fiber+ Internet or Wavelength Service.

4.1 Packet Delivery, Latency and Jitter Service Levels - POP to POP. Lumen's service levels for Packet Delivery, Latency, or Jitter are set forth below in Tables 4.1.1, 4.1.2, and 4.1.3. Internet Service is not eligible for the Jitter Service Level in 4.1.1. For the Latency and Jitter calculations in Table 4.1.1 and Packet Delivery calculations in Table 4.2, targets are averaged monthly metrics between all Lumen designated points of presence ("POPs") in a given region.

Table 4.1.1 Regional Two Way Latency and Jitter for MPLS (IPVPN and VPLS) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Dynamic Connections-Ethernet, Dynamic Connections IPVPN eLink and Internet Services except for Fiber+ Internet.*

Regions	Latency	Jitter
Intra-North America**	<45ms	<3ms
Intra-Europe	<35ms	<3ms
Intra-United Kingdom****	<25ms	<3ms
Intra-Asia***	<110ms	<3ms
Intra-Latin America	<120ms	<3ms
Trans-Atlantic (London/Amsterdam – New York)	<95ms	<3ms
Trans-Pacific (Tokyo – Sacramento, CA)****	<150ms	<3ms
Trans-Pacific (Sydney – Sacramento, CA)****	<270ms	<3ms
Trans-Pacific (Sydney – Tokyo)****	<200ms	<3ms
North America to Latin America^	<140ms	<3ms
Europe to Asia^	<345ms	<3ms
Europe to Latin America^	<210ms	<3ms
Asia to Latin America^	<315ms	<3ms

* Internet Service is not eligible for the Jitter Service Level.

** Add 90ms from/to the Mexico POP, add 30ms from/to Hawaii, and add 25ms from/to Alaska.

*** 'Intra-Asia' is defined as: Bangkok, Beijing, Hanoi, Hong Kong, Kuala Lumpur, Manila, Jakarta, Shanghai, Taipei, Tokyo, Seoul and Singapore; excluding Australia.

**** Region is not available for Internet Service.

^Additionally, add the applicable "intra-region" Latency parameter for the region in which the applicable Customer site is located.

Table 4.1.2 POP to POP Service Levels for MPLS (IPVPN and VPLS) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Dynamic Connections-Ethernet, Dynamic Connections IPVPN and eLink. For Dynamic Connections IPVPN, only Basic Class of Service Pop to Pop metrics apply.

POP to POP Service Levels				
Region	Class of Service			
		Dedicated/Premium	Enhanced	Basic
Intra-US	Packet Delivery	99.99%	99.95%	99.90%
	Latency	City Pair*	City Pair*	City Pair*
	Jitter	<3ms	<3ms	<3ms
Intra-Europe & US-Europe	Packet Delivery	99.99%	99.95%	99.90%
	Latency	City Pair*	City Pair*	City Pair*
	Jitter	<3ms	<3ms	<3ms

Rest of World	Packet Delivery	99.90%	99.80%	99.50%
	Latency	City Pair*	City Pair*	City Pair*
	Jitter	<3ms	<3ms	<3ms

*Appendix 1 sets forth the “City Pair” monthly average two-way latency in the POP to POP two-way Latency Service Level matrix. For city pairs that are not listed in Appendix 1, the regional metrics apply per Table 4.1.1. Regional metric calculations are averaged monthly between all Lumen POPs in a given region.

Table 4.1.3 Packet Delivery Service Level for Internet Services except for Fiber+ Internet

Region	Packet Delivery
Global	99.95%

4.2 Packet Delivery, Latency and Jitter Service Levels (“End to End Service Level”). Internet Service and EPL do not qualify for this End to End Service Level. End to End Service Levels apply only to sites where Customer has ordered enhanced reporting for E-Line, E-LAN, E-Access, eLynk, IPVPN, and VPLS. For sites with DSL, microwave or satellite access, End to End packet delivery, jitter, and latency service levels do not apply. To calculate an end to end two-way Latency Service Level, the loop factor table applies per Table 4.2.2. For End-to-End Service Levels, the measurement of Packet Delivery, Two-Way Latency and Jitter excludes any time period that Customer’s total bandwidth utilization exceeds 70% of the applicable contracted bandwidth. All measurements are based on the average of the metrics for that calendar month.

Table 4.2.1 End-to-End Service Levels

Service Specific End-to-End Network (CE to CE) Service Levels				
Region	Class of Service			
		Dedicated/Premium	Enhanced	Basic
Intra-US	Packet Delivery	99.90%	99.50%	99.50%
	Latency	City Pair + Loop Table	City Pair + Loop Table	City Pair + Loop Table
	Jitter	<3ms	<3ms	<3ms
Intra-Europe & US-Europe	Packet Delivery	99.90%	99.50%	99.50%
	Latency	City Pair + Loop Table	City Pair + Loop Table	City Pair + Loop Table
	Jitter	<3ms	<3ms	<3ms
Rest of World	Packet Delivery	99.50%	99.00%	99.00%
	Latency	City Pair + Loop Table	City Pair + Loop Table	City Pair + Loop Table
	Jitter	<6ms	<6ms	<6ms

Table 4.2.2 below provides Latency increments to add to the Service Specific POP to POP City Pair Latency values given above in Table 4.2.1 for Customer sites located within the mileage bands indicated in Table 4.2.2. For T1 and bonded NxT1 transport circuits, an additional 12 ms will be added to the values in Table 4.2.1.

Table 4.2.2 Loop Factor Latency Table

PE to CE Loop factor Latency Table			
0-10 miles	+3ms	401-600 miles	+40ms
11-50 miles	+6ms	601-800 miles	+50ms
51-100 miles	+10ms	801-1000 miles	+60ms

101-200 miles	+15ms	1001-1200 miles	+80ms
201-400 miles	+30ms	1201+ miles	ICB

4.3 Packet Delivery, Latency and Jitter Service Levels Credits. Customer will be entitled to a service credit off of the MRC or BCC for the Affected Service as set forth below for the Service parameter(s) not met for reasons other than an Excused Outage. Customer will not be entitled to credits under the Packet Delivery, Latency, or Jitter service levels for the Affected Service where such failure is related to Service Unavailability under the Availability Service Level.

Table 4.3.1

Service Level Credits		
Performance Metric	Service Level Credit	
Packet Delivery	99.99%	99.98% to 99.38% = 10% 99.37% to 98.77% = 30% Below 98.77% = 50%
	99.95%	99.94% to 99.34% = 10% 99.33% to 98.73% = 30% Below 98.73% = 50%
	99.90%	99.89% to 98.89% = 10% 98.88% to 97.89% = 30% Below 97.89% = 50%
	99.80%	99.79% to 98.80% = 10% 98.79% to 97.80% = 30% Below 97.80 = 50%
	99.50%	99.49% to 98.50% = 10% 98.49% to 97.50% = 30% Below 97.50 = 50%
	99.00%	98.99% to 97.51% = 10% 97.50% to 96.03% = 30% Below 96.03% = 50%
Latency	1-10ms = 10% 11-25ms = 30% >25ms = 50%	
Jitter	>2ms to 3ms = 10% >3ms-5ms = 30% >5ms = 50%	

5. Managed Services and Edge Gateway Service, Service Level

Lumen offers the following Managed Service Service Levels on Lumen provided Managed Services and Edge Gateway Service.

5.1 Change Management Service Level. Lumen will implement Soft Change Requests received by Lumen prior to 6 P.M. local time on a Business Day, by the close of the following Business Day unless Customer schedules a later implementation date. All such change requests must be made through the Lumen web-based portal or by dialing the applicable support number provided to Customer during provisioning. As Hard Change Requests require a Change Order, this Service Level does not apply to Hard Change Requests. Instead, the Installation Service Level applies to Hard Change Requests. This Service Level does not apply during the first 30 days following the Service Commencement Date. If Lumen does not meet this Service Level, Customer will be entitled to the following service credit. This Change Management Service Level does not apply to Edge Gateway Service.

Table 5.1.1

Business Days to Implement Soft Configuration Change from Time Request is Received or Customer Scheduled Date	Service Level Credit of Managed Service MRC
2	10%
3	20%
4	30%
5	40%
Greater than 5	50%

5.2 Notification Service Level. Lumen will notify Customer (i) of a Critical Incident within 15 minutes of the alarm signaling the Critical Incident and (ii) of an Incident within 30 minutes of the alarm signaling the Incident. If Lumen does not meet this Notification Service Level, Customer will be entitled to the following service credits. This Notification Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks or to Customer applications hosted on the Edge Gateway Service.

Table 5.2.1

Number of Missed Notifications in a Calendar Month	Service Level Credit of Managed Service MRC
1	10%
2	20%
3	30%
4	40%
5 or more	50%

5.3 Response Time Service Level. Lumen continuously monitors all Managed Devices and provides on-site maintenance and repair once Lumen has determined, through fault isolation, that a Managed Device has experienced a fault (i.e. “problem dispatch”). Lumen will begin remotely working to resolve the issue within the response times listed in Table 5.3.1. Prior to Lumen’s response, or, if Customer requests maintenance assistance, Lumen may request Customer to verify that the local environment (including power, WAN/LAN connectivity, inside wiring / cabling etc.) has been diagnosed and ruled out as the source of the reported fault. This Response Time Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks or to Customer applications hosted on the Edge Gateway Service.

Table 5.3.1

Managed Service	Response Time
Managed Network Service and Edge Gateway Service	Within 4 hours of Customer’s response to the initial Critical Incident notification
Lumen SD-WAN Service with Versa Networks and Lumen SD-WAN Service with Cisco Meraki	Within 4 hours of (i) Customer’s response to the initial Incident notification or (ii) Lumen’s detection if it is a Critical Incident

If Lumen does not meet this Response Time Service Level, Customer will be entitled the following service credits.

Table 5.3.2

Number of Missed Response Time(s) in a Calendar Month	Service Level Credit of Managed Service MRC
1	10%
2	20%
3	30%
4	40%
5 or more	50%

5.4 Time To Resolve (TTR). Lumen will target Resolution of a service impacted event based on the severity, according to the timeline below. The Service Level metric is measured in Business Hours from the Response Time in 5.3. This Time To Resolve Service Level will not apply to events that cause Service Unavailability. If Managed Service is unavailable, Customer will instead receive the Availability Service Level. This Time To Resolve Service Level will also not apply to events isolated to an issue related to the Managed Device. If the issue is related to the Managed Device, Customer will receive the Managed Device Replacement Service Level. This Time To Resolve Service Level does not apply to the Security Upgrade option for Lumen SD-WAN with Versa Networks or to Customer applications hosted on the Edge Gateway Service.

Table 5.4.1 Time To Resolve Service Level

Severity Level	Description	Service Level
High	Service available but is experiencing an issue that has caused essential functionality to be significantly impaired	Less than 4 hours
Medium	Service degraded performance or functionality	Less than 12 hours
Low	Intermittent Service issues	Less than 24 hours

Table 5.4.2 Time To Resolve Service Level Credits High Severity

Service Impacted Hours	Service Level Credit of Managed Service MRC
4:00-6:00	10%
6:01-8:00	20%
8:01-10:00	30%
10:01-12:00	40%
Greater than 12:00	50%

Table 5.4.3 Time To Resolve Service Level Credits Medium Severity

Service Impacted Hours	Service Level Credit of Managed Service MRC
12:00-16:00	10%
16:01-20:00	20%
20:01-24:00	30%
24:01-28:00	40%
Greater than 28:00	50%

Table 5.4.4 Time to Resolve Service Level Credits Low Severity

Service Impacted	Service Level Credit of Managed Service MRC
24:00-30:00	10%
30:01-36:00	20%
36:01-42:00	30%
42:01-48:00	40%
Greater than 48:00	50%

5.5 Managed Device Replacement Service Level. If Lumen has determined, through fault isolation, that a Lumen provided Managed Device has experienced a fault (i.e. “problem dispatch”), Lumen will use commercially reasonable efforts to ship a replacement CPE device to Customer within the following time frames if Customer notifies Lumen by 12:00 p.m. in the time zone where the affected Managed Device is located. The Lumen Zone List can be found at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html>. Lumen will not support or replace CPE that is altered, modified, mishandled, destroyed, or damaged by one or more of the following: (i) natural causes; (ii) environmental failures; (iii) Customer’s failure to take any required actions; (iv) a negligent or willful act or omission by Customer or unauthorized use; or (v) an act or omission of a third party. Customer must provide a safe place to work at its premises and comply with all laws and regulations regarding the working conditions at its premises.

Table 5.5.1

Zone	Managed Device Replacement Service Level
Zone 0*	24x7x4
Zone 1	8x5 NBD
Zone 2	Within 5 Business Days
Zone 3	Within 10 Business Days

* If Managed Service is Managed Network Service and Customer has purchased 24x7x4 device maintenance, the replacement CPE device will arrive at the Customer site within 4 hours. This repair and replacement coverage is 24 hours per day, 7 days per week. This repair and replacement option is not available for purchase in all regions.

If Lumen does not meet this Service Level, Customer will be entitled the following service credits:

Table 5.5.2

Business Days Beyond Service Level	Service Level Credit of Managed Service MRC
1	10%
2	20%
3	30%
4	40%
5 or more	50%

If replacement of the Lumen provided Managed Device is not reasonably practical, Lumen will notify Customer and Customer may terminate the Managed Service upon 10 Business Days prior written notice to Lumen. Inventory will be maintained consistent with vendor recommendations. In the event that a Customer provided Managed Device fails, Customer will not be eligible for a Service Level credit. Instead, Lumen will attempt to diagnose and restore the Managed Device. However, should the Customer provided Managed Device need replacement, Lumen will notify Customer of its inability to restore that Managed Device and the need for Customer to coordinate replacement per Customer's pre-existing CPE maintenance agreement at Customer's expense.

6. Chronic Outage Service Level

As its sole remedy, Customer may elect to terminate an Affected Service, or an Affected Converged Service, prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage the Affected Services or an Affected Converged Service experiences a Chronic Outage. Chronic Outage is defined as follows:

- For a Wavelength, Unprotected EPL, E-Line, E-Access, or E-LAN Service (excluding any Wavelength or Unprotected EPL Service provided in Latin America) when Service experiences Service Unavailability for more than 12 consecutive hours in each of three consecutive calendar months, or for more than 42 hours in the aggregate in any calendar month.
- For an affected EVPL Service, Protected EPL, E-Line, E-Access, or E-LAN Service (excluding any Protected EPL Service provided in Latin America), MPLS (IPVPN or VPLS), Internet Service, Edge Gateway Service, or Managed Service, when Service experiences Service Unavailability in any calendar month: (i) for more than one consecutive hour in each of three consecutive calendar months, or (ii) more than 24 aggregate hours during a calendar month.

Customer may only terminate a Service that is Unavailable as described above and must exercise its right to terminate the Affected Service under this Section, in writing, within 30 days after the event giving rise to the termination right. For clarification, termination of a Converged Service will result in termination of all applicable Services bundled together as the Converged Service under the Order. Customer is responsible for all Service charges until the termination date. If Customer fails to notify Lumen in the manner set forth in this section with respect to the applicable termination right, Customer will have waived its right to terminate the Affected Service or Affected Converged Service. This Service Level does not apply to Enterprise Access Service, Dynamic Connections-Ethernet, or Dynamic Connections-IPVPN.

7. Credit Request Process

Unless otherwise set forth in the Agreement, Customer must notify Lumen of requests for service credits within 60 days after the end of the month in which the event occurred. To request a credit, Customer must contact Customer Service (contact information is located at <https://www.lumen.com/en-us/home.html>) or deliver a written request with sufficient detail to identify the Affected Service.

8. Limitations

In no event will Service Level credits in any calendar month exceed 100% of the total MRC or BCC for the Affected Services. Unless otherwise stated, Service Levels are measured over a calendar month. Customer will not be entitled to Service Level credits for missed Service Levels due to Excused Outages or if Customer does not timely submit the request for service credit as defined in the Credit Request Process. Service Level credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges. Lumen's maintenance log and trouble ticketing systems are used to calculate Service Level events.

The Availability, Chronic Outage, Performance and Managed Service, Service Levels do not apply during the first 3 days following the Service Commencement Date. Instead, if Service is not functioning properly during the first 3 days and Customer notifies Lumen,

Lumen will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable MRC or BCC for each day the Service did not function properly.

9. Definitions

"Affected Service" is defined as the Qualifying Service at a specific service location that does not meet a service level defined in this Service Level Agreement.

"Backup Cellular Internet Access" is defined as Cellular Internet Access deployed as a backup access service to Broadband Internet Access Service, Internet Service, or MPLS (IPVPN and VPLS) Service. BIA may appear as Lumen IQ Delta Port Internet Connection on ordering, invoicing or other documentation.

"Broadband Internet Access" is defined as Lumen procured third-party provided unsecured local internet broadband service and 24x7 monitoring and management of the broadband service.

"Business Day" is defined as Monday through Friday excluding all banking, U.S. holidays, and national or local holidays applicable to Customer's service location.

"Business Hours" is defined as 8:00 am to 5:00 pm in the time zone where the Affected Service is located.

"Billing Cycle Charges" or "BCC" is defined as the total hourly Service usage charges (not including taxes, fees and surcharges) in the billing cycle in which the event occurred giving rise to the requested service level credit. Billing Cycle Charges are only applicable to Dynamic Connections- Ethernet and Dynamic Connections-IPVPN Service billed on an hourly basis instead of a monthly recurring charge.

"Cellular Internet Access" is defined as a Lumen procured third party provided machine to machine wireless communication service for the receipt and transmission of data, information or messages.

"City Pair" is defined as the "City Pair" monthly average Service Level matrix set forth in Appendix 1. Appendix 1 is available upon request.

"Converged Service" is defined as Internet Services bundled with Enterprise Voice SIP Based Services or MPLS (IPVPN or VPLS) Services bundled with either Internet Services or Enterprise Voice SIP Based Services.

"CPE" is defined as Customer premises equipment.

"Critical Incident" is defined as an incident that produces a situation in which one or more Managed Devices becomes inoperable, produces incorrect results, or fails catastrophically. The list of incident alarms that signal a Critical Incident is available in the Lumen Managed Services Alarm Guide located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and is subject to change.

"Customer Commit Date" is defined as the date by which Lumen will install Service. If Customer's service installation is delayed due to an Excluded Delay, Lumen will provide Customer with a revised Customer Commit Date.

"Edge Gateway Service" is defined as Lumen Edge Gateway Services, which may also be called "Adaptive Virtual Services Premises- Lumen Edge Gateway" or "Adaptive Virtual Services Premises" on ordering, invoicing, or other documentation.

"Enterprise Access Service" is defined as Broadband Internet Access Service or Cellular Internet Access Service.

"Excluded Delay" is defined as an installation delay resulting from (a) the unavailability of required Customer personnel, including as a result of failure to provide Lumen with accurate, current contact information (b) Lumen's lack of access to the Customer premises where reasonably required to deliver the Service (c) incorrect information, equipment, cables or software components specified or supplied by Customer, (d) Customer requested changes to Customer Orders after submission and acceptance by Lumen, (e) Customer not being ready to receive Service (f) Customer's failure to timely provide complete configuration information (g) Customer's failure to fulfill any Customer responsibility described in the Agreement, Service Attachment, or this Service Level Agreement (h) unforeseen circumstances such as construction, build requirements, shipping delays, or material/equipment shortage (i) for off-net service, delays caused by Lumen's third party providers or (j) force majeure events.

"Excused Outage" is defined as any event that adversely impacts the Service that is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents, or its end users; (b) the failure or malfunction of equipment, applications, or systems not owned

or controlled by Lumen or its third party providers; (c) Scheduled Maintenance, alteration, or implementation; (d) the unavailability of required Customer personnel, including as a result of failure to provide Lumen with accurate, current contact information; (e) Lumen's lack of access to the Customer premises where reasonably required to restore the Service; (f) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (g) Lumen's termination of Service for cause or Customer's use of Service in an unauthorized or unlawful manner; (h) improper or inaccurate specifications provided by Customer; (i) intentional shutdowns due to emergency intervention during security related incidents; (j) Customer-initiated changes to the network environment, architectures, or Managed Device configuration; (k) Customer's failure to comply with any environmental requirements provided by Lumen or (l) force majeure events.

"Hard Change Request" is defined as any service request that impacts the pricing of the Service. Hard Change Requests require Customer to execute a change Order.

"High Availability Managed Service" is defined as two Managed Service packages each with active transport (Lumen or Customer provided) at the same site or same Customer provided cloud environment configured to create a failover design.

"Jitter" is defined as the measurement of the interpacket delay variance and packet loss in the Lumen IP network, which is measured by generating synthetic user datagram protocol (UDP) traffic.

"Incident" is defined as an incident that produces a situation in which the operability of one or more Managed Devices is adversely impacted. The list of incident alarms that signal an Incident is available in the Lumen Managed Services Alarm Guide located at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> and is subject to change.

"Internet Service" is defined as Dedicated Internet Access, Internet Services, High Speed IP, IP Transit Services, Hyper Internet, CenturyLink IQ Networking Internet Port, or Fiber+ Internet.

"Latency" is defined as the monthly average time it takes for a IP test packet to travel round trip across the relevant portion of the Lumen Network calculated as:

$$\text{Monthly Core Network Latency} = \frac{\text{Sum of daily Average Latency calculations for a given month}}{\text{Total number of days in a month}}$$

"Managed Device" is defined as an eligible CPE device managed as part of a Managed Service.

"Managed Service" is defined as Lumen SD-WAN with Versa Networks, Lumen SD-WAN with Cisco Meraki, or Managed Network Service.

"MPLS (IPVPN and VPLS) Service" is defined as IP VPN, IPVPN, IPVPN Port, Private Port, IQ Networking Private Port, MPLS/IP VPN Port, VPN, NBIPVPN (Network Based IP VPN), Virtual Private Network, Hyper IPVPN or IP Solutions Private Port.

"Network Service" is defined as Internet Service, Wavelength Service, MPLS (IPVPN and VPLS) Service, EPL, EVPL, E-Line, E-Access, E-LAN Service, Dynamic Connections-Ethernet, Dynamic Connections IPVPN and eLynk. For clarity, the Ethernet services that do not meet the definition of Qualifying Service are not eligible for this Service Level Agreement.

"Off-Net" is defined as local access Service not provided on the Lumen owned and operated network.

"On-Net" is defined as local access Service provided on the Lumen owned and operated network.

"Packet Delivery" means the monthly average percentage of packets that are delivered over the relevant portion of the Lumen Network calculated as:

$$\text{Monthly Packet Delivery} = \frac{\text{Sum of daily Average Packet Delivery calculations for a given month}}{\text{Total number of days in a month}}$$

"Primary Cellular Internet Access" is defined as Cellular Internet Access without any other Lumen provided access method at Customer's site. Primary CIA may appear as Enterprise Wireless Access Service ("EWAS") on ordering invoicing or other documentation.

"Protected Wavelength Service" means Wavelength Service that includes a Lumen managed protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure.

“Qualifying Service” is defined as the Services listed in Table 1.1. For clarity, the following Ethernet services are not eligible for this Service Level Agreement: CenturyTel Metro Ethernet Services, EMBARQ Classic Ethernet Services, CenturyLink QCC Domestic Ethernet Private Line and Metro Ethernet Private Line, CenturyLink Metro Ethernet, CenturyLink QCC Metro Ethernet, CenturyLink QC Metro Ethernet, CenturyLink Ethernet over SONET, CenturyLink QC Intrastate Metro Ethernet, and CenturyLink E-Line Service.

“Resolution” means Lumen has determined the Managed Device(s) reporting the event has been returned to fully operational status and has been determined to be operating within expected limits.

“Service Commencement Date” is defined as the date Service is installed and billing commences.

“Service Unavailability” is defined as the complete inability (for reasons other than an Excused Outage) of Customer to deliver IP packets, from an individual Customer site to the network over the Qualifying Service. For a Managed Service to experience Service Unavailability, Customer must be unable to deliver IP Packets from an individual Customer site to the network over both the Managed Service(s) and any associated transport. For Protected Wavelengths, Customer must be unable to deliver IP Packets from an individual Customer site to the network over both the primary and failover path. Service Unavailability is measured from the time a trouble ticket is opened to the time the Service is restored.

“Soft Change Request” is defined as any software change that involves network features or system parameters and requires no onsite visit or physical modification. Soft Change Requests do not (a) include service additions or deletions, (b) addition or removal of security gateway services (c) design impacting changes such as changes to the virtual service chain, if applicable (d) configuration change requests that impact more than 5 Managed Devices or (e) any items that are considered the Customer’s responsibility, including but not limited to, user and group configurations.

“Standalone Edge Gateway Service” is defined as a single instance of Edge Gateway Service (1) not combined with MPLS (IPVPN or VPLS) or Internet Service at a specific Service location (2) combined only with a single instance of Broadband Internet Access service or (3) combined with Broadband Internet Access service and Backup Cellular Internet Access.

“Standalone Managed Service” is defined as a single instance of Managed Service (1) not combined with MPLS (IPVPN or VPLS) or Internet Service at a specific Service location (2) combined only with a single instance of Broadband Internet Access service or (3) combined with Broadband Internet Access service and Backup Cellular Internet Access.

“Standalone Broadband Internet Access” is defined as a single instance of Broadband Internet Access not combined with Backup Cellular Internet Access, Internet Service, or MPLS (IPVPN and VPLS) Service at a specific Service location.

“Temporary Primary Transport” is defined as Cellular Internet Access used as temporary primary transport only until either the actual primary transport (“Primary Transport”) is available at the Customer premises or 180 calendar days from the date Cellular Internet Access is available for use, whichever is earlier.

“Third Party Internet Service” is defined as Internet Service provided entirely by Lumen’s third party subcontractor(s). For clarity, Third Party Internet Service is not Off-Net Internet Service. Off-Net Internet Service is Internet Service when the local access service component is not provided on the Lumen owned and operated network. Customer may report faults and/or outages in Third Party Internet Service to Lumen on a 24x7 basis and, in such circumstances, Lumen will contact the applicable third-party service provider with a view to restoring service as quickly as possible.

“Third Party Wavelength Service” is defined as a Wavelength Service provided entirely by Lumen’s third party subcontractor(s). For this service, Lumen will pass-through to Customer any service levels and associated credits (or other express remedies) provided to Lumen by the applicable third party carrier.

“Unprotected Wavelength Service” means Wavelength Service that does not include a Lumen managed protection scheme that would allow traffic to be re-routed in the event of a fiber cut or equipment failure.



Quote # 12859962

Proposal										
Pricing Prepared For			Prepared On		Price Valid Until		Currency	Total Mrc	Total Nrc	
RAMSEY COUNTY - MN			10/31/2022		01/29/2023		USD	0.00	0.00	
Voice Complete Standard										
Term	Total Mrc				Total Nrc				# Sites	
3 Years	See Rate Sheet				See Rate Sheet				See Rate Sheet	
Summary					Coordinated Services					
Mrc		Nrc			Coordinated Service Type			Asset/Circuit ID		
.00		.00								
Product Details										
Description			Qty	Mrc	Nrc	Priced Amount	Mrc Per	Nrc Per	Usage Mrc	Usage Nrc
Voice Complete			See Rate Sheet							

Order Terms and Conditions

1. "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. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. 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. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) 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 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 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 at the existing rates, subject to adjustment by Lumen on 30 days' written notice. 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: <http://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.

5. 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.

6. 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.

7. 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 <http://www.lumen.com/taxes>.

8. 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) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at <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.

9. For certain services, equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum. A copy of the CPE Addendum and a list of services to which it applies is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Internet Services provided in certain countries in the Asia-Pacific region where Lumen does not currently hold a license to provide such Services, Customer consents to Lumen providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Lumen as its agent to the extent necessary to obtain such Service. Lumen's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.

911 Acknowledgement

BY SIGNING THIS ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/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/HVIPSIP/911advisory.pdf>.

Declarations and Signatures

Customer submits this document as a Customer Order.

Authorized Signature:	
Name:	
Title:	
Date:	



Voice Rate Sheet

Deal# 11621765

Quote# 12859962

Term Plan					
Product	Customer Name	Currency	Term	Rates Good Until	Exchange Rate Effective Date
Voice Complete	RAMSEY COUNTY - MN	USD	3 Years	1/29/2023	9/19/2022 8:57:20 PM

CCP (Concurrent Call Path)						
CCP Plans						
Currency	CCP Plan 1	CCP Plan 2	CCP Plan 3	CCP Plan 4	CCP Plan 5	Measured
	MRC	MRC	MRC	MRC	MRC	MRC
USD	10.00	27.00	34.00	38.00	87.00	8.00
GBP	8.75	23.63	29.76	33.26	76.14	7.00
EUR	9.98	26.94	33.93	37.92	86.81	7.98

*Plan maximum included minutes of 5000 minutes per CCP.

☐ Plan 1 includes United States Local Calling

☐ Plan 2 includes Local and National Calling in the United States, the United Kingdom, and France

☐ Plan 3 includes Local and National Calling in the United States, the United Kingdom, France, and Germany

☐ Plan 4 includes Local and National Calling in the United States, the United Kingdom, France, Germany, and the Netherlands

☐ Plan 5 includes Local and National Calling in the United States, the United Kingdom, France, Germany, the Netherlands, and Belgium as well as United Kingdom Mobile: 3 Mobile, O2, EE (Orange, T-Mobile), Vodafone

☐ Measured: Every call is rated.

CCP (Concurrent Call Path)						
Call Type Feature						
Currency	Voice Order Change Charge		Expedite Charge per ckt end (separate from LEC charges)		Account and Authorization Codes	
	MRC	NRC	MRC	NRC	MRC	NRC
USD		100.00		250.00	10.00	15.00
GBP		87.52		218.79	8.75	13.13
EUR		99.78		249.46	9.98	14.97

Feature Packs						
Currency	Feature Pack 1		Feature Pack 2		Mobility Feature Pack	
	MRC	NRC	MRC	NRC	MRC	NRC
USD			3.00		3.00	
GBP			2.63		2.63	
EUR			2.99		2.99	

Prepaid Minute Plan USD					
Minutes	Prepaid Minute Plan 1	Prepaid Minute Plan 2	Prepaid Minute Plan 3	Prepaid Minute Plan 4	Prepaid Minute Plan 5
	MRC	MRC	MRC	MRC	MRC

10,000 Prepaid Minutes	24.00	99.75	127.05	168.00	360.94
50,000 Prepaid Minutes	120.00	498.75	635.25	813.75	1804.69
100,000 Prepaid Minutes	240.00	997.50	1270.50	1627.50	3609.38
250,000 Prepaid Minutes	570.00	2418.94	3017.44	3865.31	8572.27
500,000 Prepaid Minutes	1116.00	4738.13	5907.83	7567.88	16783.60
750,000 Prepaid Minutes	1620.00	6957.56	8575.88	10985.63	24363.29
1,000,000 Prepaid Minutes	2112.00	8977.50	11179.65	14322.00	31762.50
Customized Prepaid Minutes					

Prepaid Minute Plan GBP					
Minutes	Prepaid Minute Plan 1	Prepaid Minute Plan 2	Prepaid Minute Plan 3	Prepaid Minute Plan 4	Prepaid Minute Plan 5
	MRC	MRC	MRC	MRC	MRC
10,000 Prepaid Minutes	21.00	87.30	111.19	147.03	315.88
50,000 Prepaid Minutes	105.02	436.49	555.95	712.17	1579.40
100,000 Prepaid Minutes	210.04	872.98	1111.90	1424.33	3158.81
250,000 Prepaid Minutes	498.84	2116.97	2640.76	3382.79	7502.16
500,000 Prepaid Minutes	976.69	4146.65	5170.33	6623.15	14688.44
750,000 Prepaid Minutes	1417.77	6089.02	7505.32	9614.25	21321.93
1,000,000 Prepaid Minutes	1848.35	7856.81	9784.05	12534.13	27797.47
Customized Prepaid Minutes					

Prepaid Minute Plan EUR					
Minutes	Prepaid Minute Plan 1	Prepaid Minute Plan 2	Prepaid Minute Plan 3	Prepaid Minute Plan 4	Prepaid Minute Plan 5
	MRC	MRC	MRC	MRC	MRC
10,000 Prepaid Minutes	23.95	99.53	126.77	167.63	360.15
50,000 Prepaid Minutes	119.74	497.67	633.87	811.98	1800.76
100,000 Prepaid Minutes	239.48	995.33	1267.74	1623.96	3601.53
250,000 Prepaid Minutes	568.76	2413.68	3010.88	3856.90	8553.62
500,000 Prepaid Minutes	1113.57	4727.82	5894.98	7551.42	16747.09
750,000 Prepaid Minutes	1616.48	6942.43	8557.23	10961.73	24310.29
1,000,000 Prepaid Minutes	2107.41	8957.97	11155.33	14290.85	31693.41
Customized Prepaid Minutes					

□ Plan 1 includes United States Local Calling

□ Plan 2 includes Local and National Calling in the United States, the United Kingdom, and France as well as International Calling to Canada, UK, UK-London, Italy, and Sweden

□ Plan 3 includes Local and National Calling in the United States, the United Kingdom, France, and Germany as well as International Calling to Canada, UK, UK-London, Italy, Sweden, Germany, France-Paris, Ireland, Portugal, USA (Continental 48), and the Netherlands

□ Plan 4 includes Local and National Calling in the United States, the United Kingdom, France, Germany, and the Netherlands as well as International Calling to Canada, UK, UK-London, Italy, Sweden, Germany, France-Paris, Ireland, Portugal, USA (Continental 48), the Netherlands, Austria, France, USA-Puerto Rico, and Spain

□ Plan 5 includes Local and National Calling in the United States, the United Kingdom, France, Germany, the Netherlands, and Belgium. UK mobile Calling: 3 Mobile, O2, EE (Orange, T-Mobile), Vodafone, as well as International Calling to Canada, UK, UK-London, Italy, Sweden, Germany, France-Paris, Ireland, Portugal, USA (Continental 48), the Netherlands, Austria, France, USA-Puerto Rico, Spain, Luxembourg, USA (Hawaii), and Belgium

National Voice Services - United States						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing Additional Listing	5.00	4.38	4.99	3.00	2.63	2.99
Directory Listing Caption	5.00	4.38	4.99	3.00	2.63	2.99
Directory Listing Foreign Additional Listing	12.00	10.50	11.97	3.00	2.63	2.99
Directory Listing Non Pub	3.00	2.63	2.99	3.00	2.63	2.99
Directory Listing Primary Listing						
Directory Listing Un Listed	3.00	2.63	2.99	3.00	2.63	2.99
Interstate - Per Call Surcharge Directory Assistance				1.99	1.74	1.99
Intrastate - Per Call Surcharge Directory Assistance				0.69	0.60	0.69

LD Oper Chg: Person-to-Person Per Call Surcharge				3.50	3.06	3.49
LD Oper Chg: Station-to-Station Per Call Surcharge				1.75	1.53	1.75
Telephone Number Vanity Charge				100.00	87.52	99.78
Telephone Number	0.18	0.16	0.18			
Port Charge Per Telephone Number						
Telephone Number with Teams/Lync 911	0.50	0.44	0.50	2.00	1.75	2.00

National Voice Services Outbound - United States									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Interstate	.0125	.0109	.0125						
Intrastate (All States)	.0125	.0109	.0125						
Local	.0125	.0109	.0125						

National Voice Services - UK						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing	5.00	4.38	4.99	3.00	2.63	2.99
Telephone Number	1.00	0.88	1.00			
Telephone Number Vanity Charge				100.00	87.52	99.78
Port Charge Per Telephone Number				2.00	1.75	2.00

National Voice Services Outbound - UK									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Local and National	.0092	.0081	.0092						
03 UK Wide	.0092	.0081	.0092						
Message Svc / Personal Number C	.1916	.1677	.1912						
Mobile FM10	.0443	.0388	.0442						
Mobile FM11	.3525	.3085	.3517						
Mobile FM12	.0263	.0230	.0262						
Mobile FM13	.3263	.2856	.3256						
Mobile FM14	.0353	.0309	.0352						
Mobile FM15	.0263	.0230	.0262						
Mobile FM16	.0263	.0230	.0262						
Mobile FM17	.1320	.1155	.1317						
Mobile FM2	.2700	.2363	.2694						
Mobile FM7	.2700	.2363	.2694						
Mobile FM8	.0263	.0230	.0262						
Mobile/Personal Number F	.5250	.4595	.5239						
New Voice Services G21	.0120	.0105	.0120						
NGCS Service Charge SC001									
NGCS Service Charge SC002	.0179	.0157	.0179						

NGCS Service Charge SC003	.0357	.0312	.0356						
NGCS Service Charge SC004	.0536	.0469	.0535						
NGCS Service Charge SC005	.0714	.0625	.0712						
NGCS Service Charge SC006	.0893	.0782	.0891						
NGCS Service Charge SC007	.1071	.0937	.1069						
NGCS Service Charge SC008	.1250	.1094	.1247						
NGCS Service Charge SC009	.1429	.1251	.1426						
NGCS Service Charge SC010	.1607	.1406	.1604						
NGCS Service Charge SC011	.1786	.1563	.1782						
NGCS Service Charge SC012	.1964	.1719	.1960						
NGCS Service Charge SC013	.2143	.1875	.2138						
NGCS Service Charge SC014	.2321	.2031	.2316						
NGCS Service Charge SC015	.2679	.2345	.2673						
NGCS Service Charge SC016	.3571	.3125	.3563						
NGCS Service Charge SC017	.4464	.3907	.4454						
NGCS Service Charge SC018	.5357	.4688	.5345						
NGCS Service Charge SC019	.6250	.5470	.6236						
NGCS Service Charge SC020	.6429	.5626	.6415						
NGCS Service Charge SC021	.7143	.6251	.7127						
NGCS Service Charge SC022	.8036	.7033	.8019						
NGCS Service Charge SC023	.8214	.7189	.8196						
NGCS Service Charge SC024	.8929	.7814	.8910						
NGCS Service Charge SC025	.9821	.8595	.9800						
NGCS Service Charge SC026	1.0714	.9377	1.0691						
NGCS Service Charge SC027	1.1607	1.0158	1.1582						
NGCS Service Charge SC028	1.2500	1.0940	1.2473						
NGCS Service Charge SC029	1.3393	1.1721	1.3364						
NGCS Service Charge SC030	1.4286	1.2503	1.4255						
NGCS Service Charge SC031	1.6071	1.4065	1.6036						
NGCS Service Charge SC032	1.6964	1.4846	1.6927						
NGCS Service Charge SC033	1.7679	1.5472	1.7641						
NGCS Service Charge SC034	1.7857	1.5628	1.7818						
NGCS Service Charge SC035	1.9643	1.7191	1.9600						
NGCS Service Charge SC036	2.1429	1.8754	2.1382						
NGCS Service Charge SC037	2.5893	2.2661	2.5837						
NGCS Service Charge SC038	2.6786	2.3442	2.6728						
NGCS Service Charge SC039	2.7679	2.4224	2.7619						
NGCS Service Charge SC040	3.2143	2.8130	3.2073						
NGCS Service Charge SC041	3.5714	3.1256	3.5636						
NGCS Service Charge SC042	3.9286	3.4382	3.9201						
NGCS Service Charge SC043	4.4643	3.9070	4.4546						

NGCS Service Charge SC044	5.3571	4.6884	5.3454						
NGCS Service Charge SC045	6.4286	5.6261	6.4146						
NGCS Service Charge SC046				.0893	.0782	.0891			
NGCS Service Charge SC047				.1786	.1563	.1782			
NGCS Service Charge SC048				.2679	.2345	.2673			
NGCS Service Charge SC049				.4464	.3907	.4454			
NGCS Service Charge SC050				.5357	.4688	.5345			
NGCS Service Charge SC051				.6250	.5470	.6236			
NGCS Service Charge SC052				.7143	.6251	.7127			
NGCS Service Charge SC053				.8571	.7501	.8552			
NGCS Service Charge SC054				.8929	.7814	.8910			
NGCS Service Charge SC055				1.2500	1.0940	1.2473			
NGCS Service Charge SC056				1.3393	1.1721	1.3364			
NGCS Service Charge SC057				1.7857	1.5628	1.7818			
NGCS Service Charge SC058				2.5893	2.2661	2.5837			
NGCS Service Charge SC059				2.6786	2.3442	2.6728			
NGCS Service Charge SC060				3.5714	3.1256	3.5636			
NGCS Service Charge SC061				4.4643	3.9070	4.4546			
NGCS Service Charge SC062				5.3571	4.6884	5.3454			
NGCS Service Charge SC063				7.1429	6.2512	7.1274			
NGCS Service Charge SC064				8.9286	7.8140	8.9092			
NGCS Service Charge SC065				10.7143	9.3768	10.6910			
NGCS Service Charge SC066	1.3750	1.2034	1.3720	2.7679	2.4224	2.7619			
NGCS Service Charge SC067	1.4286	1.2503	1.4255	.4464	.3907	.4454			
NGCS Service Charge SC068	2.4750	2.1660	2.4696	7.1250	6.2356	7.1095			
NGCS Service Charge SC069	2.4145	2.1131	2.4092	8.9100	7.7977	8.8906			
NGCS Service Charge SC070	4.9050	4.2927	4.8943				9.8250	8.5985	9.8036
NGCS Service Charge SC071	5.3400	4.6734	5.3284				10.2450	8.9661	10.2227
NGCS Service Charge SC072	6.2250	5.4479	6.2115				12.4650	10.9089	12.4379
NGCS Service Charge SC073	4.4700	3.9120	4.4603						
NGCS Service Charge SC074	.0893	.0782	.0891				.0893	.0782	.0891
NGCS Service Charge SC075	.1785	.1562	.1781				.1785	.1562	.1781
NGCS Service Charge SC076	.7143	.6251	.7127				.7143	.6251	.7127
NGCS Service Charge SC077	1.2500	1.0940	1.2473				1.2500	1.0940	1.2473
NGCS Service Charge SC078	2.6786	2.3442	2.6728				2.6786	2.3442	2.6728
NGCS Service Charge SC079	3.5715	3.1257	3.5637				3.5715	3.1257	3.5637
NGCS Service Charge SC080	6.0000	5.2510	5.9869				6.0000	5.2510	5.9869
Non Emergency Number FF31				.2330	.2039	.2325			
Pager Services Fixed Fee FF3				.6383	.5586	.6369			
Pager Services Fixed Fee FF8				.6383	.5586	.6369			
Pager Services Fixed Fee FF9				.6383	.5586	.6369			

Pager Services Nofee									
Pager/Messaging R	.0383	.0335	.0382						
Personal Number D	.1916	.1677	.1912						
Personal Number E	.0495	.0433	.0494						
Personal Number J	.5700	.4988	.5688						
Personal Number K	.6750	.5907	.6735						
Personal Number PN1	.4200	.3676	.4191						
Personal Number PN10	.7950	.6958	.7933						
Personal Number PN11	.8700	.7614	.8681						
Personal Number PN12	.5850	.5120	.5837						
Personal Number PN13	.8250	.7220	.8232						
Personal Number PN14	.6750	.5907	.6735						
Personal Number PN15	.2400	.2100	.2395						
Personal Number PN16	.2625	.2297	.2619						
Personal Number PN17	.2925	.2560	.2919						
Personal Number PN18	.3150	.2757	.3143						
Personal Number PN19	.1650	.1444	.1646						
Personal Number PN2	1.1550	1.0108	1.1525						
Personal Number PN20	.5100	.4463	.5089						
Personal Number PN21	.8850	.7745	.8831						
Personal Number PN22	.0825	.0722	.0823						
Personal Number PN3	.1125	.0985	.1123						
Personal Number PN4	.5550	.4857	.5538						
Personal Number PN5	.3450	.3019	.3442						
Personal Number PN6	.4650	.4070	.4640						
Personal Number PN7	3.4500	3.0193	3.4425	.6383	.5586	.6369			
Personal Number PN8	.4125	.3610	.4116						
Personal Number PN9	.4950	.4332	.4939						
RadioPager Services Service Local Nts L3	.0639	.0559	.0638						
UK Mobile	.0195	.0171	.0195						
Wifi Services FW1	.1500	.1313	.1497						
Wifi Services FW10	.1500	.1313	.1497						
Wifi Services FW12	.1500	.1313	.1497						
Wifi Services FW2	.1500	.1313	.1497						
Wifi Services FW3	.1500	.1313	.1497						
Wifi Services FW4	.1500	.1313	.1497						
Wifi Services FW5	.3000	.2625	.2993						
Wifi Services FW6	.3000	.2625	.2993						
Wifi Services FW7	.1500	.1313	.1497						
Wifi Services FW8	.1500	.1313	.1497						
Wifi Services FW9	.1500	.1313	.1497						

National Voice Services - Germany						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing	5.00	4.38	4.99	3.00	2.63	2.99
Port Charge Per Telephone Number				132.00	115.52	131.71
Port Charge Per Telephone Number - 10 Consecutive				13.20	11.55	13.17
Port Charge Per Telephone Number - 100 Consecutive				2.20	1.93	2.20
Telephone Number	1.00	0.88	1.00	5.60	4.90	5.59
Telephone Number Vanity Charge				100.00	87.52	99.78

National Voice Services Outbound - Germany									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Local and National	.0110	.0096	.0110						
Directory Assistance 118	2.8956	2.5341	2.8893						
Directory Assistance 11833	5.7750	5.0541	5.7624	19.2430	16.8408	19.2011			
Directory Assistance 11834	5.7750	5.0541	5.7624	19.2430	16.8408	19.2011			
Emergency Services									
Freephone 800									
Germany Mobile	.0532	.0466	.0531						
Mass Transit 13	.2459	.2152	.2454						
Mass Transit 1371				.2459	.2152	.2454			
Mass Transit 1375				.2459	.2152	.2454			
Mass Transit 1376				.4391	.3843	.4381			
Mass Transit 1377				1.7562	1.5370	1.7524			
Mass Transit 1378				.8782	.7686	.8763			
Mass Transit 1379				.8782	.7686	.8763			
Mobile-Others	.4114	.3600	.4105						
National Subscriber 32	.0559	.0489	.0558						
Pager Services 16	.3266	.2858	.3259						
Pager Services 169				.8607	.7533	.8588			
Pager Services 1695	1.3066	1.1435	1.3038						
Pager Services 16953				2.1514	1.8828	2.1467			
Personal Number 700	.1990	.1742	.1986						
Premium 900	6.6000	5.7761	6.5856	21.9920	19.2467	21.9442			
Shared Cost 1801	.0686	.0600	.0685						
Shared Cost 1802				.1053	.0922	.1051			
Shared Cost 1803	.1581	.1384	.1578						
Shared Cost 1804				.3513	.3074	.3505			
Shared Cost 1805	.2459	.2152	.2454						

National Voice Services - France						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing	5.00	4.38	4.99	3.00	2.63	2.99
Port Charge Per Telephone Number				151.80	132.85	151.47
Port Charge Per Telephone Number - 10 Consecutive				22.00	19.25	21.95
Port Charge Per Telephone Number - 100 Consecutive				8.80	7.70	8.78
Telephone Number	1.00	0.88	1.00			
Telephone Number Vanity Charge				100.00	87.52	99.78

National Voice Services Outbound - France									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Local and National	.0045	.0039	.0045						
Administrative Information									
Directory Enquiry 118000	3.4322	3.0037	3.4247	3.4322	3.0037	3.4247			
Directory Enquiry 118006	.5428	.4750	.5416	2.1713	1.9002	2.1666	2.7143	2.3755	2.7084
Directory Enquiry 118008	1.4630	1.2804	1.4598	1.4630	1.2804	1.4598			
Directory Enquiry 118050	.5428	.4750	.5416	2.1713	1.9002	2.1666	2.7143	2.3755	2.7084
Directory Enquiry 118222	1.4630	1.2804	1.4598	1.4630	1.2804	1.4598			
Directory Enquiry 118318	.5428	.4750	.5416	2.1713	1.9002	2.1666	2.7143	2.3755	2.7084
Directory Enquiry 118444				.0116	.0102	.0116			
Directory Enquiry 118500	.3620	.3168	.3612	1.2666	1.1085	1.2638			
Directory Enquiry 118700				4.8317	4.2285	4.8212			
Directory Enquiry 118711	.5428	.4750	.5416	1.2666	1.1085	1.2638			
Directory Enquiry 118712	.7314	.6401	.7298	2.5410	2.2238	2.5355			
Directory Enquiry 118888	1.8096	1.5837	1.8057	1.8096	1.5837	1.8057			
Directory Enquiry 118999	.3620	.3168	.3612	1.6286	1.4253	1.6251			
Directory Enquiry 1187									
France Mobile	.0280	.0245	.0279						
Freephone 080									
Internet Access	.0375	.0328	.0374	.1848	.1617	.1844			
Local Rate 3	.0480	.0420	.0479	.1358	.1188	.1355			
Personal Numbers 087	.0357	.0312	.0356						
Personal Numbers 0873	.0472	.0413	.0471						
Premium 08360	.1123	.0983	.1121				.2069	.1811	.2064
Premium 083601	.2069	.1811	.2064						
Premium 0836019301	.0375	.0328	.0374				.1848	.1617	.1844
Premium 0836097	.1331	.1165	.1328						
Premium 083660	.6203	.5429	.6190				.4137	.3621	.4128

Premium 0836603				1.8612	1.6289	1.8572			
Premium 0836604	1.7821	1.5596	1.7782				.2069	.1811	.2064
Premium 0836622	.1033	.0904	.1031						
Premium 0890	.2751	.2408	.2745				.2751	.2408	.2745
Premium 089064	.2069	.1811	.2064				.2069	.1811	.2064
Premium 08907	.2069	.1811	.2064				.2069	.1811	.2064
Premium 0891	.4137	.3621	.4128				.4137	.3621	.4128
Premium 0892	.6203	.5429	.6190				.6203	.5429	.6190
Premium 0897				1.0340	.9049	1.0318			
Premium 0899	.6203	.5429	.6190	2.4815	2.1717	2.4761	3.1021	2.7149	3.0954
Premium 089970	.6203	.5429	.6190	2.4815	2.1717	2.4761			
Shared Cost 081	.0490	.0429	.0489	.1363	.1193	.1360			
Shared Cost 0820	.2069	.1811	.2064	.1965	.1720	.1961			
Shared Cost 082020	.1568	.1372	.1565	.1965	.1720	.1961			
Shared Cost 082021	.1568	.1372	.1565	.1965	.1720	.1961			
Shared Cost 082022	.1568	.1372	.1565	.1965	.1720	.1961			
Shared Cost 082048	.1568	.1372	.1565	.1965	.1720	.1961			
Shared Cost 0821	.2069	.1811	.2064	.1965	.1720	.1961			
Shared Cost 082111	.1568	.1372	.1565	.1965	.1720	.1961			
Shared Cost 082161	.1568	.1372	.1565	.1965	.1720	.1961			
Shared Cost 0825	.2613	.2287	.2607	.1965	.1720	.1961			
Shared Cost 0826	.2613	.2287	.2607	.1965	.1720	.1961			
Shared Cost 1044	.0480	.0420	.0479	.1358	.1188	.1355			
Short Number 320	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3203	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3210	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3213	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3214	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3215	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3216	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3217	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3218	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3219	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 322	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3223	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3229	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 323	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3234	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3236	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3240	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3242	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			

Short Number 3243	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3245	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 325	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3253	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3256	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3258	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 326	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3260	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 327	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3270	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3275	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 328	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3281	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 329	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3299	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3600	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3601	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3602	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3603	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3604	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3605	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3606	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3608	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3610	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3611	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3618	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3620	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3621	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3624	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3626	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 363	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3634	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3635	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3637	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3639	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3644	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3650	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3655	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3656	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 366	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3660	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			

Short Number 3666	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3667	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 367	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3677	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3678	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3680	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 369	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 3699	1.9243	1.6841	1.9201	7.2000	6.3012	7.1843			
Short Number 390	.0506	.0443	.0505	.1430	.1251	.1427			
Short Number 3910	.2177	.1905	.2172						
Short Number 3911	.6203	.5429	.6190	2.4815	2.1717	2.4761			
Short Number 3920	.6203	.5429	.6190						
Short Number 3922	.6203	.5429	.6190	2.4815	2.1717	2.4761			
Short Number 393	.6203	.5429	.6190						
Short Number 3939	.0506	.0443	.0505	.1430	.1251	.1427			
Short Number 3940	.6203	.5429	.6190						
Short Number 3969	.6203	.5429	.6190						
Short Number 397	.0506	.0443	.0505	.1430	.1251	.1427			
Short Number 3980				1.0340	.9049	1.0318			
Short Number 399	.0506	.0443	.0505	.1430	.1251	.1427			

National Voice Services - Netherlands						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing	5.00	4.38	4.99	3.00	2.63	2.99
Port Charge Per Telephone Number				74.80	65.46	74.64
Port Charge Per Telephone Number - 10 Consecutive				50.60	44.28	50.49
Port Charge Per Telephone Number - 100 Consecutive				5.50	4.81	5.49
Telephone Number	1.00	0.88	1.00			
Telephone Number Vanity Charge				100.00	87.52	99.78

National Voice Services Outbound - Netherlands									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Local and National	.0132	.0116	.0132						
Business Number 088	.0275	.0241	.0274	.0550	.0481	.0549			
Data Services 67	.2200	.1925	.2195						
Data Services 672	.2860	.2503	.2854						
Data Services 673	.2860	.2503	.2854						
Data Services 67400	.4355	.3811	.4346						
Data Services 67500	.5565	.4870	.5553						

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Data Services 67777	.1320	.1155	.1317						
Data Services 678	.9919	.8681	.9897						
Data Services 679	.9919	.8681	.9897						
Data Services 67100	.1018	.0891	.1016	.8468	.7411	.8450			
Freephone 800									
Netherlands Mobile	.0575	.0503	.0574						
Pager Services 65				1.4630	1.2804	1.4598			
Pager Services 656				.4598	.4024	.4588			
Pager Services 6570				.4598	.4024	.4588			
Pager Services 6571				.4598	.4024	.4588			
Pager Services 6572				.4598	.4024	.4588			
Pager Services 6573				.4598	.4024	.4588			
Pager Services 6574				.4598	.4024	.4588			
Pager Services 6599	.9423	.8247	.9403						
Pager Services 6600	.6270	.5487	.6256						
Pager Services 6601	.6270	.5487	.6256						
Pager Services 6602				1.0450	.9145	1.0427			
Pager Services 6603				2.2781	1.9937	2.2731			
Pager Services 6604				1.3794	1.2072	1.3764			
Pager Services 6605				2.2781	1.9937	2.2731			
Pager Services 66066	.8360	.7316	.8342						
Pager Services 6607				1.3794	1.2072	1.3764			
Pager Services 6608				1.9228	1.6828	1.9186			
Pager Services 6609	.0477	.0417	.0476	.1625	.1422	.1621			
Pager Services 6616				.9423	.8247	.9403			
Pager Services 66160	.6270	.5487	.6256						
Pager Services 66161	.9423	.8247	.9403						
Pager Services 66162	.4180	.3658	.4171						
Pager Services 66163	1.4710	1.2874	1.4678						
Pager Services 66164	1.4710	1.2874	1.4678						
Pager Services 66165				1.8847	1.6494	1.8806			
Pager Services 66169	1.1495	1.0060	1.1470						
Pager Services 66506				.7315	.6402	.7299			
Pager Services 66507				.7315	.6402	.7299			
Pager Services 66508				.7315	.6402	.7299			
Pager Services 66509				.7315	.6402	.7299			
Pager Services 66510				.1568	.1372	.1565			
Pager Services 66511				.1568	.1372	.1565			
Pager Services 66512	.0808	.0707	.0806	.0857	.0750	.0855			
Pager Services 66513				2.0915	1.8304	2.0870			
Pager Services 66519	.9423	.8247	.9403						

Pager Services 6653				1.4630	1.2804	1.4598			
Pager Services 665				1.2635	1.1058	1.2608			
Personal Assistance Services 84	.4180	.3658	.4171						
Personal Assistance Services 8408	.6270	.5487	.6256						
Personal Assistance Services 84262	1.6778	1.4684	1.6742						
Personal Assistance Services 84263				2.7170	2.3778	2.7111			
Personal Assistance Services 8475	.1008	.0882	.1006	.0857	.0750	.0855			
Personal Assistance Services 8476	.0477	.0417	.0476	.0477	.0417	.0476			
Personal Assistance Services 848	.1254	.1097	.1251						
Personal Assistance Services 8485	.1008	.0882	.1006	.0857	.0750	.0855			
Personal Assistance Services 84899	.0477	.0417	.0476	.1625	.1422	.1621			
Personal Assistance Services 849									
Personal Assistance Services 870	.9500	.8314	.9479						
Personal Assistance Services 871	1.6778	1.4684	1.6742						
Personal Assistance Services 87193				2.7170	2.3778	2.7111			
Personal Assistance Services 873	.9423	.8247	.9403						
Personal Assistance Services 87500	.0550	.0481	.0549						
Personal Assistance Services 8765	1.4710	1.2874	1.4678						
Personal Assistance Services 87785	.0919	.0804	.0917						
Personal Assistance Services 87786	.0919	.0804	.0917						
Personal Assistance Services 87787	.0241	.0211	.0240	.0857	.0750	.0855			
Personal Assistance Services 87788	.0241	.0211	.0240	.0857	.0750	.0855			
Personal Assistance Services 8700									
Personal Assistance Services 8701	.0919	.0804	.0917	.0857	.0750	.0855			
Personal Assistance Services 87784	.7355	.6437	.7339						
Personal Assistance Services 87789									

National Voice Services - Belgium

	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing	5.00	4.38	4.99	3.00	2.63	2.99
Port Charge Per Telephone Number				26.40	23.10	26.34
Port Charge Per Telephone Number - 10 Consecutive				19.80	17.33	19.76
Port Charge Per Telephone Number - 100 Consecutive				13.20	11.55	13.17
Telephone Number	1.00	0.88	1.00			
Telephone Number Vanity Charge				100.00	87.52	99.78

National Voice Services Outbound - Belgium

Rates are per minute / 18 second minimum / 6 second rounding

	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Local and National	.0350	.0306	.0349						

Belgium Mobile	.0427	.0374	.0426						
Clock service 1200				.1159	.1014	.1156			
Clock service 1300				.1159	.1014	.1156			
Emergency Services									
Freephone 17									
Freephone 800									
Infokiosk 77									
Infokiosk 776	.7481	.6547	.7465	.0440	.0385	.0439			
Infokiosk 777	.7481	.6547	.7465	.0440	.0385	.0439			
Information Services 1207	.0653	.0571	.0652	1.9524	1.7087	1.9482	2.0200	1.7678	2.0156
Information Services 1307	.0653	.0571	.0652	1.9524	1.7087	1.9482			
Information Services 1313	.4546	.3979	.4536	1.8818	1.6469	1.8777			
Information Services 1414	.4546	.3979	.4536	4.9246	4.3098	4.9139			
Missing Child Hot Line 116000									
Pager Services 452				.5171	.4525	.5160			
Pager Services 453				.5171	.4525	.5160			
Pager Services 454				1.1700	1.0239	1.1675			
Pager Services 458				.5171	.4525	.5160			
Pager Services 459				.5171	.4525	.5160			
Premium 70	.5456	.4775	.5444						
Premium 70231	.2727	.2387	.2721						
Premium 70246	.2727	.2387	.2721						
Premium 70270	.2727	.2387	.2721						
Premium 70271	.2727	.2387	.2721						
Premium 70272	.2727	.2387	.2721						
Premium 70273	.2727	.2387	.2721						
Premium 70274	.2727	.2387	.2721						
Premium 70442	.2727	.2387	.2721						
Premium 70445	.2727	.2387	.2721						
Premium 70474	.2727	.2387	.2721						
Premium 70650	.2727	.2387	.2721						
Premium 70651	.2727	.2387	.2721						
Premium 70652	.2727	.2387	.2721						
Premium 70653	.2727	.2387	.2721						
Premium 70654	.2727	.2387	.2721						
Premium 706634	.2727	.2387	.2721						
Premium 706635	.2727	.2387	.2721						
Premium 70680	.2727	.2387	.2721						
Premium 70681	.2727	.2387	.2721						
Premium 70682	.2727	.2387	.2721						
Premium 70683	.2727	.2387	.2721						

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Premium 70684	.2727	.2387	.2721						
Premium 7070	.2727	.2387	.2721						
Premium 70752	.2727	.2387	.2721						
Premium 70753	.2727	.2387	.2721						
Premium 707777	.2727	.2387	.2721						
Premium 900	.9092	.7957	.9072						
Premium 90025	.4546	.3979	.4536						
Premium 900425	.4546	.3979	.4536						
Premium 900502	.4546	.3979	.4536						
Premium 900503	.4546	.3979	.4536						
Premium 900770	.4546	.3979	.4536						
Premium 900771	.4546	.3979	.4536						
Premium 900772	.4546	.3979	.4536						
Premium 900773	.4546	.3979	.4536						
Premium 900774	.4546	.3979	.4536						
Premium 900775	.4546	.3979	.4536						
Premium 900820	.4546	.3979	.4536						
Premium 900821	.4546	.3979	.4536						
Premium 900822	.4546	.3979	.4536						
Premium 900823	.4546	.3979	.4536						
Premium 900824	.4546	.3979	.4536						
Premium 900889	.4546	.3979	.4536						
Premium 902	1.8181	1.5911	1.8141						
Premium 90215	1.3636	1.1934	1.3606						
Premium 902280	1.3636	1.1934	1.3606						
Premium 902281	1.3636	1.1934	1.3606						
Premium 902282	1.3636	1.1934	1.3606						
Premium 902283	1.3636	1.1934	1.3606						
Premium 902284	1.3636	1.1934	1.3606						
Premium 902330	1.3636	1.1934	1.3606						
Premium 902331	1.3636	1.1934	1.3606						
Premium 902332	1.3636	1.1934	1.3606						
Premium 902333	1.3636	1.1934	1.3606						
Premium 902334	1.3636	1.1934	1.3606						
Premium 902425	1.3636	1.1934	1.3606						
Premium 902426	1.3636	1.1934	1.3606						
Premium 90251	1.3636	1.1934	1.3606						
Premium 902522	1.3636	1.1934	1.3606						
Premium 902523	1.3636	1.1934	1.3606						
Premium 90254	1.3636	1.1934	1.3606						
Premium 902770	1.3636	1.1934	1.3606						

Premium 902771	1.3636	1.1934	1.3606						
Premium 902772	1.3636	1.1934	1.3606						
Premium 902773	1.3636	1.1934	1.3606						
Premium 902774	1.3636	1.1934	1.3606						
Premium 903	2.7273	2.3868	2.7214						
Premium 903471	2.2727	1.9890	2.2678						
Premium 903472	2.2727	1.9890	2.2678						
Premium 903473	2.2727	1.9890	2.2678						
Premium 90351	2.2727	1.9890	2.2678						
Premium 903532	2.2727	1.9890	2.2678						
Premium 903533	2.2727	1.9890	2.2678						
Premium 90354	2.2727	1.9890	2.2678						
Premium 903550	2.2727	1.9890	2.2678						
Premium 903551	2.2727	1.9890	2.2678						
Premium 903552	2.2727	1.9890	2.2678						
Premium 903553	2.2727	1.9890	2.2678						
Premium 903889	2.2727	1.9890	2.2678						
Premium 904	3.1817	2.7845	3.1748						
Premium 904045									
Premium 904046									
Premium 904047									
Premium 904048									
Premium 904049									
Premium 90436									
Premium 90437									
Premium 90439									
Premium 90439552									
Premium 904442									
Premium 904443									
Premium 904444									
Premium 904445									
Premium 904446									
Premium 904447									
Premium 904448									
Premium 904449									
Premium 90456									
Premium 90469									
Premium 904805									
Premium 904806									
Premium 904807									
Premium 904808									

Premium 904809									
Premium 90482									
Premium 904885	3.6363	3.1824	3.6284						
Premium 904886	3.6363	3.1824	3.6284						
Premium 904887	3.6363	3.1824	3.6284						
Premium 904888	3.6363	3.1824	3.6284						
Premium 904889	3.6363	3.1824	3.6284						
Premium 90516				.9092	.7957	.9072			
Premium 905162				1.8181	1.5911	1.8141			
Premium 905163				1.8181	1.5911	1.8141			
Premium 905164				1.8181	1.5911	1.8141			
Premium 905165				2.7273	2.3868	2.7214			
Premium 905166				2.7273	2.3868	2.7214			
Premium 905167				3.6363	3.1824	3.6284			
Premium 905168				3.6363	3.1824	3.6284			
Premium 905169				3.6363	3.1824	3.6284			
Premium 90522				.4546	.3979	.4536			
Premium 90523				3.6363	3.1824	3.6284			
Premium 90524				2.7273	2.3868	2.7214			
Premium 905244				2.2727	1.9890	2.2678			
Premium 905245				2.2727	1.9890	2.2678			
Premium 905246				2.2727	1.9890	2.2678			
Premium 905247				3.1817	2.7845	3.1748			
Premium 905248				3.1817	2.7845	3.1748			
Premium 905249				3.1817	2.7845	3.1748			
Premium 905330				.4546	.3979	.4536			
Premium 905331				.9092	.7957	.9072			
Premium 905332				1.3636	1.1934	1.3606			
Premium 905333				1.8181	1.5911	1.8141			
Premium 905334				2.2727	1.9890	2.2678			
Premium 905335				2.7273	2.3868	2.7214			
Premium 905336				3.1817	2.7845	3.1748			
Premium 905337				3.6363	3.1824	3.6284			
Premium 905338				3.6363	3.1824	3.6284			
Premium 905339				1.8181	1.5911	1.8141			
Premium 90538				3.6363	3.1824	3.6284			
Premium 90540				.4546	.3979	.4536			
Premium 905404				1.3636	1.1934	1.3606			
Premium 905405				2.2727	1.9890	2.2678			
Premium 905406				2.7273	2.3868	2.7214			
Premium 90541				.9092	.7957	.9072			

Premium 905414				3.6363	3.1824	3.6284			
Premium 905415				3.1817	2.7845	3.1748			
Premium 905416				3.6363	3.1824	3.6284			
Premium 90542				1.8181	1.5911	1.8141			
Premium 90544				.9092	.7957	.9072			
Premium 90550				3.6363	3.1824	3.6284			
Premium 905500				.4546	.3979	.4536			
Premium 905502				.9092	.7957	.9072			
Premium 905505				1.8181	1.5911	1.8141			
Premium 90553				.9092	.7957	.9072			
Premium 905534				.4546	.3979	.4536			
Premium 905535				.4546	.3979	.4536			
Premium 905536				.4546	.3979	.4536			
Premium 905537				1.3636	1.1934	1.3606			
Premium 905538				1.3636	1.1934	1.3606			
Premium 905539				1.3636	1.1934	1.3606			
Premium 90556				.9092	.7957	.9072			
Premium 905659				56.3636	49.3275	56.2410			
Premium 90566				1.8181	1.5911	1.8141			
Premium 90567				.4546	.3979	.4536			
Premium 90568				.9092	.7957	.9072			
Premium 90569				1.8181	1.5911	1.8141			
Premium 905770				.4546	.3979	.4536			
Premium 905771				.9092	.7957	.9072			
Premium 905772				1.3636	1.1934	1.3606			
Premium 905773				1.8181	1.5911	1.8141			
Premium 905774				2.2727	1.9890	2.2678			
Premium 905775				2.7273	2.3868	2.7214			
Premium 905776				2.7273	2.3868	2.7214			
Premium 905777				3.1817	2.7845	3.1748			
Premium 905778				3.6363	3.1824	3.6284			
Premium 905779				3.6363	3.1824	3.6284			
Premium 90582				1.8181	1.5911	1.8141			
Premium 90586				3.6363	3.1824	3.6284			
Premium 905860				.9092	.7957	.9072			
Premium 905861				.9092	.7957	.9072			
Premium 905862				1.8181	1.5911	1.8141			
Premium 905863				1.8181	1.5911	1.8141			
Premium 905864				1.8181	1.5911	1.8141			
Premium 905865				2.7273	2.3868	2.7214			
Premium 905866				2.7273	2.3868	2.7214			

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Premium 90588				3.6363	3.1824	3.6284			
Premium 905880				.4546	.3979	.4536			
Premium 905881				.9092	.7957	.9072			
Premium 905882				1.3636	1.1934	1.3606			
Premium 905883				1.8181	1.5911	1.8141			
Premium 905884				2.2727	1.9890	2.2678			
Premium 905885				2.7273	2.3868	2.7214			
Premium 905886				3.1817	2.7845	3.1748			
Premium 906	1.8181	1.5911	1.8141						
Premium 90600	.9092	.7957	.9072						
Premium 90606	1.8181	1.5911	1.8141						
Premium 906060	.4546	.3979	.4536						
Premium 906061	.4546	.3979	.4536						
Premium 906062	.9092	.7957	.9072						
Premium 906063	.9092	.7957	.9072						
Premium 906064	1.3636	1.1934	1.3606						
Premium 906065	1.3636	1.1934	1.3606						
Premium 90616	1.3636	1.1934	1.3606						
Premium 90622	.9092	.7957	.9072						
Premium 90623	1.3636	1.1934	1.3606						
Premium 90625	.9092	.7957	.9072						
Premium 906330	.4546	.3979	.4536						
Premium 906331	.9092	.7957	.9072						
Premium 906332	1.3636	1.1934	1.3606						
Premium 906400									
Premium 906401									
Premium 906444	.9091	.7956	.9071						
Premium 906445	.9091	.7956	.9071						
Premium 906488	1.3636	1.1934	1.3606						
Premium 906489	1.3636	1.1934	1.3606						
Premium 906800	.4545	.3978	.4535						
Premium 906801	.4545	.3978	.4535						
Premium 906802	.9091	.7956	.9071						
Premium 906803	.9091	.7956	.9071						
Premium 906804	1.3636	1.1934	1.3606						
Premium 906805	1.3636	1.1934	1.3606						
Premium 907	2.7273	2.3868	2.7214						
Premium 907070	2.2727	1.9890	2.2678						
Premium 907071	2.2727	1.9890	2.2678						
Premium 907074	3.1817	2.7845	3.1748						
Premium 907075	3.1817	2.7845	3.1748						

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Premium 907076	3.6363	3.1824	3.6284						
Premium 907077	3.6363	3.1824	3.6284						
Premium 907078	3.6363	3.1824	3.6284						
Premium 907079	3.6363	3.1824	3.6284						
Premium 90723	2.2727	1.9890	2.2678						
Premium 90736	3.6363	3.1824	3.6284						
Premium 90738	3.6363	3.1824	3.6284						
Premium 90739	3.6363	3.1824	3.6284						
Premium 90739000	3.6363	3.1824	3.6284						
Premium 90739275	3.6363	3.1824	3.6284						
Premium 90739276	3.6363	3.1824	3.6284						
Premium 90739277	3.6363	3.1824	3.6284						
Premium 90739552	3.6363	3.1824	3.6284						
Premium 907471	2.2727	1.9890	2.2678						
Premium 907472	2.2727	1.9890	2.2678						
Premium 907473	2.2727	1.9890	2.2678						
Premium 907474	3.1817	2.7845	3.1748						
Premium 907475	3.1817	2.7845	3.1748						
Premium 907476	3.1817	2.7845	3.1748						
Premium 907477	3.6363	3.1824	3.6284						
Premium 907478	3.6363	3.1824	3.6284						
Premium 907479	3.6363	3.1824	3.6284						
Premium 90756	3.1817	2.7845	3.1748						
Premium 907800	2.2727	1.9890	2.2678						
Premium 907801	2.2727	1.9890	2.2678						
Premium 907804	3.1817	2.7845	3.1748						
Premium 907805	3.1817	2.7845	3.1748						
Premium 907806	3.6363	3.1824	3.6284						
Premium 907807	3.6363	3.1824	3.6284						
Premium 907808	3.6363	3.1824	3.6284						
Premium 907809	3.6363	3.1824	3.6284						
Premium 90782	3.6363	3.1824	3.6284						
Premium 907880	2.2727	1.9890	2.2678						
Premium 907881	3.1817	2.7845	3.1748						
Premium 907882	3.6363	3.1824	3.6284						
Premium 90900				56.3636	49.3275	56.2410			
Premium 909000				1.8181	1.5911	1.8141			
Premium 909001				6.3636	5.5692	6.3498			
Premium 909002				10.9091	9.5473	10.8854			
Premium 909003				15.4546	13.5253	15.4210			
Premium 909004				24.5454	21.4813	24.4920			

Premium 909280	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 909281				6.3636	5.5692	6.3498			
Premium 909282	5.0001	4.3759	4.9892	6.3636	5.5692	6.3498			
Premium 909283				15.4546	13.5253	15.4210			
Premium 909284	4.0909	3.5802	4.0820	15.4546	13.5253	15.4210			
Premium 909285				19.9999	17.5032	19.9564			
Premium 909286	3.6363	3.1824	3.6284	19.9999	17.5032	19.9564			
Premium 909287				24.5454	21.4813	24.4920			
Premium 909288	3.1817	2.7845	3.1748	24.5454	21.4813	24.4920			
Premium 909289				56.3636	49.3275	56.2410			
Premium 90937				56.3636	49.3275	56.2410			
Premium 909370				19.9999	17.5032	19.9564			
Premium 909371				19.9999	17.5032	19.9564			
Premium 909372				19.9999	17.5032	19.9564			
Premium 909373				38.1819	33.4155	38.0988			
Premium 909374				38.1819	33.4155	38.0988			
Premium 909375				38.1819	33.4155	38.0988			
Premium 90940				10.9091	9.5473	10.8854			
Premium 909405	4.5455	3.9781	4.5356	10.9091	9.5473	10.8854			
Premium 909406	4.5455	3.9781	4.5356	10.9091	9.5473	10.8854			
Premium 909407	4.5455	3.9781	4.5356	10.9091	9.5473	10.8854			
Premium 909408	4.5455	3.9781	4.5356	10.9091	9.5473	10.8854			
Premium 909409	4.5455	3.9781	4.5356	10.9091	9.5473	10.8854			
Premium 90941				6.3636	5.5692	6.3498			
Premium 909415	5.0001	4.3759	4.9892	6.3636	5.5692	6.3498			
Premium 909416	5.0001	4.3759	4.9892	6.3636	5.5692	6.3498			
Premium 909417	5.0001	4.3759	4.9892	6.3636	5.5692	6.3498			
Premium 909418	5.0001	4.3759	4.9892	6.3636	5.5692	6.3498			
Premium 909419	5.0001	4.3759	4.9892	6.3636	5.5692	6.3498			
Premium 90942				15.4546	13.5253	15.4210			
Premium 909425	4.0909	3.5802	4.0820	15.4546	13.5253	15.4210			
Premium 909426	4.0909	3.5802	4.0820	15.4546	13.5253	15.4210			
Premium 909427	4.0909	3.5802	4.0820	15.4546	13.5253	15.4210			
Premium 909428	4.0909	3.5802	4.0820	15.4546	13.5253	15.4210			
Premium 909429	4.0909	3.5802	4.0820	15.4546	13.5253	15.4210			
Premium 90943				19.9999	17.5032	19.9564			
Premium 909435	3.6363	3.1824	3.6284	19.9999	17.5032	19.9564			
Premium 909436	3.6363	3.1824	3.6284	19.9999	17.5032	19.9564			
Premium 909437	3.6363	3.1824	3.6284	19.9999	17.5032	19.9564			
Premium 909438	3.6363	3.1824	3.6284	19.9999	17.5032	19.9564			
Premium 909439	3.6363	3.1824	3.6284	19.9999	17.5032	19.9564			

Premium 90944				24.5454	21.4813	24.4920			
Premium 909445	3.1817	2.7845	3.1748	24.5454	21.4813	24.4920			
Premium 909446	3.1817	2.7845	3.1748	24.5454	21.4813	24.4920			
Premium 909447	3.1817	2.7845	3.1748	24.5454	21.4813	24.4920			
Premium 909448	3.1817	2.7845	3.1748	24.5454	21.4813	24.4920			
Premium 909449	3.1817	2.7845	3.1748	24.5454	21.4813	24.4920			
Premium 90945				29.0909	25.4594	29.0276			
Premium 909455	2.7273	2.3868	2.7214	29.0909	25.4594	29.0276			
Premium 909456	2.7273	2.3868	2.7214	29.0909	25.4594	29.0276			
Premium 909457	2.7273	2.3868	2.7214	29.0909	25.4594	29.0276			
Premium 909458	2.7273	2.3868	2.7214	29.0909	25.4594	29.0276			
Premium 909459	2.7273	2.3868	2.7214	29.0909	25.4594	29.0276			
Premium 90946				56.3636	49.3275	56.2410			
Premium 90947				33.6364	29.4374	33.5632			
Premium 909475	2.2727	1.9890	2.2678	33.6364	29.4374	33.5632			
Premium 909476	2.2727	1.9890	2.2678	33.6364	29.4374	33.5632			
Premium 909477	2.2727	1.9890	2.2678	33.6364	29.4374	33.5632			
Premium 909478	2.2727	1.9890	2.2678	33.6364	29.4374	33.5632			
Premium 909479	2.2727	1.9890	2.2678	33.6364	29.4374	33.5632			
Premium 90948				38.1819	33.4155	38.0988			
Premium 909485	1.8181	1.5911	1.8141	38.1819	33.4155	38.0988			
Premium 909486	1.8181	1.5911	1.8141	38.1819	33.4155	38.0988			
Premium 909487	1.8181	1.5911	1.8141	38.1819	33.4155	38.0988			
Premium 909488	1.8181	1.5911	1.8141	38.1819	33.4155	38.0988			
Premium 909489	1.8181	1.5911	1.8141	38.1819	33.4155	38.0988			
Premium 90949				1.8181	1.5911	1.8141			
Premium 909495	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 909496	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 909497	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 909498	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 909499	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 909650	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 909651	3.6363	3.1824	3.6284	19.9984	17.5019	19.9549			
Premium 909652	4.5455	3.9781	4.5356	10.9091	9.5473	10.8854			
Premium 909653	4.5455	3.9781	4.5356	10.9091	9.5473	10.8854			
Premium 909654	4.5455	3.9781	4.5356	10.9091	9.5473	10.8854			
Premium 909655	4.5455	3.9781	4.5356	10.9091	9.5473	10.8854			
Premium 909656	4.5455	3.9781	4.5356	10.9091	9.5473	10.8854			
Premium 909657	4.5455	3.9781	4.5356	10.9091	9.5473	10.8854			
Premium 909658	4.5455	3.9781	4.5356	10.9091	9.5473	10.8854			
Premium 909660	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			

Premium 909661				15.4546	13.5253	15.4210			
Premium 909662				10.9091	9.5473	10.8854			
Premium 909663				6.3636	5.5692	6.3498			
Premium 909664				19.9999	17.5032	19.9564			
Premium 909665				24.5454	21.4813	24.4920			
Premium 909666				29.0909	25.4594	29.0276			
Premium 909667				33.6364	29.4374	33.5632			
Premium 909668				38.1819	33.4155	38.0988			
Premium 909669				56.3636	49.3275	56.2410			
Premium 90977				1.8181	1.5911	1.8141			
Premium 909774				6.3636	5.5692	6.3498			
Premium 909775				6.3636	5.5692	6.3498			
Premium 909776				15.4546	13.5253	15.4210			
Premium 909777				19.9999	17.5032	19.9564			
Premium 909778				24.5454	21.4813	24.4920			
Premium 909779				56.3636	49.3275	56.2410			
Premium 90980				1.8181	1.5911	1.8141			
Premium 909805	5.4546	4.7737	5.4427	1.8181	1.5911	1.8141			
Premium 909806	5.4546	4.7737	5.4427	1.8181	1.5911	1.8141			
Premium 909807	5.4546	4.7737	5.4427	1.8181	1.5911	1.8141			
Premium 909808	5.4546	4.7737	5.4427	1.8181	1.5911	1.8141			
Premium 909809	5.4546	4.7737	5.4427	1.8181	1.5911	1.8141			
Premium 90981				6.3636	5.5692	6.3498			
Premium 909815	5.0025	4.3780	4.9916	6.3636	5.5692	6.3498			
Premium 909816	5.0025	4.3780	4.9916	6.3636	5.5692	6.3498			
Premium 909817	5.0025	4.3780	4.9916	6.3636	5.5692	6.3498			
Premium 909818	5.0025	4.3780	4.9916	6.3636	5.5692	6.3498			
Premium 909819	5.0025	4.3780	4.9916	6.3636	5.5692	6.3498			
Premium 90982				15.4546	13.5253	15.4210			
Premium 909825	4.0909	3.5802	4.0820	15.4546	13.5253	15.4210			
Premium 909826	4.0909	3.5802	4.0820	15.4546	13.5253	15.4210			
Premium 909827	4.0909	3.5802	4.0820	15.4546	13.5253	15.4210			
Premium 909828	4.0909	3.5802	4.0820	15.4546	13.5253	15.4210			
Premium 909829	4.0909	3.5802	4.0820	15.4546	13.5253	15.4210			
Premium 90983				19.9999	17.5032	19.9564			
Premium 909835	3.6363	3.1824	3.6284	19.9999	17.5032	19.9564			
Premium 909836	3.6363	3.1824	3.6284	19.9999	17.5032	19.9564			
Premium 909837	3.6363	3.1824	3.6284	19.9999	17.5032	19.9564			
Premium 909838	3.6363	3.1824	3.6284	19.9999	17.5032	19.9564			
Premium 909839	3.6363	3.1824	3.6284	19.9999	17.5032	19.9564			
Premium 90984				24.5454	21.4813	24.4920			

Premium 909845	3.1817	2.7845	3.1748	24.5454	21.4813	24.4920			
Premium 909846	3.1817	2.7845	3.1748	24.5454	21.4813	24.4920			
Premium 909847	3.1817	2.7845	3.1748	24.5454	21.4813	24.4920			
Premium 909848	3.1817	2.7845	3.1748	24.5454	21.4813	24.4920			
Premium 909849	3.1817	2.7845	3.1748	24.5454	21.4813	24.4920			
Premium 90985				29.0909	25.4594	29.0276			
Premium 909855	2.7273	2.3868	2.7214	29.0909	25.4594	29.0276			
Premium 909856	2.7273	2.3868	2.7214	29.0909	25.4594	29.0276			
Premium 909857	2.7273	2.3868	2.7214	29.0909	25.4594	29.0276			
Premium 909858	2.7273	2.3868	2.7214	29.0909	25.4594	29.0276			
Premium 909859	2.7273	2.3868	2.7214	29.0909	25.4594	29.0276			
Premium 90986				56.3636	49.3275	56.2410			
Premium 90987				1.8181	1.5911	1.8141			
Premium 909875	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 909876	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 909877	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 909878	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 909879	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 90988				1.8181	1.5911	1.8141			
Premium 909885	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 909886	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 909887	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 909888	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 909889	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 90989				1.8181	1.5911	1.8141			
Premium 909895	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 909896	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 909897	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 909898	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 909899	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 9099	5.4544	4.7735	5.4425	56.3636	49.3275	56.2410			
Premium 909900	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 909901				6.3636	5.5692	6.3498			
Premium 909902				10.9091	9.5473	10.8854			
Premium 909903				15.4546	13.5253	15.4210			
Premium 909904				19.9999	17.5032	19.9564			
Premium 909905				24.5454	21.4813	24.4920			
Premium 909906				29.0909	25.4594	29.0276			
Premium 909907				33.6364	29.4374	33.5632			
Premium 909908				38.1819	33.4155	38.0988			
Premium 909990	5.0001	4.3759	4.9892	6.3636	5.5692	6.3498			

Premium 909991				1.8181	1.5911	1.8141			
Premium 909992				6.3636	5.5692	6.3498			
Premium 909993				10.9091	9.5473	10.8854			
Premium 909994				15.4546	13.5253	15.4210			
Premium 909995				24.5454	21.4813	24.4920			
Premium 909996				56.3636	49.3275	56.2410			
Premium 909997	5.4544	4.7735	5.4425	1.8181	1.5911	1.8141			
Premium 909998	4.0909	3.5802	4.0820	15.4546	13.5253	15.4210			
Premium 909999	2.7273	2.3868	2.7214	29.0909	25.4594	29.0276			
Shared Cost 78	.0480	.0420	.0479	.0418	.0366	.0417			

Toll Free/Free Phone - United States								
		MRC			NRC			
		USD	GBP	EUR	USD	GBP	EUR	
United States Toll Free Number	800 Number	3.00	2.63	2.99				
United States Toll Free Call Type Feature	Area Code Blocking				25.00	21.88	24.95	
United States Toll Free Call Type Feature	Info Digit Blocking	10.00	8.75	9.98				
United States Toll Free Call Type Feature	Info Digit Routing	10.00	8.75	9.98				
United States Toll Free Call Type Feature	Info Digit Screening	15.00	13.13	14.97	15.00	13.13	14.97	
United States Toll Free Call Type Feature	National Directory Assistance	20.00	17.50	19.96				
United States Toll Free Call Type Feature	Origin of Call Blocking	10.00	8.75	9.98				
United States Toll Free Call Type Feature	Origin of Call Routing	10.00	8.75	9.98				
United States Toll Free Call Type Feature	Payphone Surcharge (per call)				0.62	0.54	0.62	
United States Toll Free Call Type Feature	Percent Allocation Routing	10.00	8.75	9.98				
United States Toll Free Call Type Feature	Time of Day Routing	10.00	8.75	9.98				
United States Toll Free Call Type Feature	Vanity Number							

Toll Free/Free Phone - United States					
Rates are per minute / 18 second minimum / 6 second rounding					
		Rate Per Minute			
		USD	GBP	EUR	
United States Interstate	Interstate	.0150	.0131	.0150	
United States Canadian Origination	United States	.0700	.0613	.0698	
United States Intrastate	Alabama	.0150	.0131	.0150	
United States Intrastate	Alaska	.0180	.0158	.0180	
United States Intrastate	Arizona	.0150	.0131	.0150	
United States Intrastate	Arkansas	.0180	.0158	.0180	
United States Intrastate	California	.0150	.0131	.0150	
United States Intrastate	Colorado	.0150	.0131	.0150	
United States Intrastate	Connecticut	.0150	.0131	.0150	
United States Intrastate	Delaware	.0150	.0131	.0150	
United States Intrastate	Florida	.0150	.0131	.0150	
United States Intrastate	Georgia	.0150	.0131	.0150	
United States Intrastate	Hawaii	.0180	.0158	.0180	
United States Intrastate	Idaho	.0180	.0158	.0180	
United States Intrastate	Illinois	.0150	.0131	.0150	
United States Intrastate	Indiana	.0150	.0131	.0150	
United States Intrastate	Iowa	.0250	.0219	.0249	

United States Intrastate	Kansas	.0180	.0158	.0180
United States Intrastate	Kentucky	.0180	.0158	.0180
United States Intrastate	Louisiana	.0150	.0131	.0150
United States Intrastate	Maine	.0180	.0158	.0180
United States Intrastate	Maryland	.0180	.0158	.0180
United States Intrastate	Massachusetts	.0150	.0131	.0150
United States Intrastate	Michigan	.0150	.0131	.0150
United States Intrastate	Minnesota	.0180	.0158	.0180
United States Intrastate	Mississippi	.0180	.0158	.0180
United States Intrastate	Missouri	.0150	.0131	.0150
United States Intrastate	Montana	.0250	.0219	.0249
United States Intrastate	Nebraska	.0180	.0158	.0180
United States Intrastate	Nevada	.0150	.0131	.0150
United States Intrastate	New Hampshire	.0180	.0158	.0180
United States Intrastate	New Jersey	.0150	.0131	.0150
United States Intrastate	New Mexico	.0150	.0131	.0150
United States Intrastate	New York	.0180	.0158	.0180
United States Intrastate	North Carolina	.0150	.0131	.0150
United States Intrastate	North Dakota	.0550	.0481	.0549
United States Intrastate	Ohio	.0150	.0131	.0150
United States Intrastate	Oklahoma	.0180	.0158	.0180
United States Intrastate	Oregon	.0150	.0131	.0150
United States Intrastate	Pennsylvania	.0180	.0158	.0180
United States Intrastate	Rhode Island	.0180	.0158	.0180
United States Intrastate	South Carolina	.0150	.0131	.0150
United States Intrastate	South Dakota	.0180	.0158	.0180
United States Intrastate	Tennessee	.0150	.0131	.0150
United States Intrastate	Texas	.0150	.0131	.0150
United States Intrastate	Utah	.0150	.0131	.0150
United States Intrastate	Vermont	.0180	.0158	.0180
United States Intrastate	Virginia	.0180	.0158	.0180
United States Intrastate	Washington	.0150	.0131	.0150
United States Intrastate	West Virginia	.0180	.0158	.0180
United States Intrastate	Wisconsin	.0180	.0158	.0180
United States Intrastate	Wyoming	.0180	.0158	.0180

Toll Free/Free Phone - UK							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
UK Toll Free/ Freephone Number	Freephone Number	3.00	2.63	2.99			
UK Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.63	2.99
UK Toll Free/Freephone Call Type Feature	Vanity Number				100.00	87.52	99.78

Toll Free/Free Phone - UK				
Rates are per minute / 18 second minimum / 6 second rounding				
		Rate Per Minute		
		USD	GBP	EUR
UK Origination	Landline Origination	.0398	.0348	.0397
UK Origination	Payphone Origination	1.1455	1.0025	1.1430

Toll Free/Free Phone - Germany							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
Germany Toll Free/ Freephone Number	Freephone Number	3.00	2.63	2.99			
Germany Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.63	2.99
Germany Toll Free/Freephone Call Type Feature	Vanity Number				100.00	87.52	99.78

Toll Free/Free Phone - Germany							
Rates are per minute / 18 second minimum / 6 second rounding							
		Rate Per Minute					
		USD	GBP	EUR			
Germany Origination	Landline Origination		.0158	.0138		.0158	
Germany Origination	Mobile Origination		.2178	.1906		.2173	
Germany Origination	Payphone Origination		.4950	.4332		.4939	

Toll Free/Free Phone - France							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
France Toll Free/ Freephone Number	Freephone Number	3.00	2.63	2.99			
France Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.63	2.99
France Toll Free/Freephone Call Type Feature	Vanity Number				100.00	87.52	99.78

Toll Free/Free Phone - France							
Rates are per minute / 18 second minimum / 6 second rounding							
		Rate Per Minute					
		USD	GBP	EUR			
France Origination	Landline Origination		.0198	.0173		.0198	
France Origination	Mobile Origination		.0880	.0770		.0878	
France Origination	Payphone Origination		.2200	.1925		.2195	

Toll Free/Free Phone - Netherlands							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
Netherlands Toll Free/ Freephone Number	Freephone Number	3.00	2.63	2.99			
Netherlands Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.63	2.99
Netherlands Toll Free/Freephone Call Type Feature	Vanity Number				100.00	87.52	99.78

Toll Free/Free Phone - Netherlands							
Rates are per minute / 18 second minimum / 6 second rounding							
		Rate Per Minute					
		USD	GBP	EUR			
Netherlands Origination	Landline Origination		.0880	.0770		.0878	
Netherlands Origination	Mobile Origination		.4400	.3851		.4390	

Toll Free/Free Phone - Belgium							
		MRC			NRC		

		USD	GBP	EUR	USD	GBP	EUR
Belgium Toll Free / Freephone Number	Freephone Number	3.00	2.63	2.99			
Belgium Toll Free / Freephone Number	Freephone Number Port Charge Per Number				3.00	2.63	2.99
Belgium Toll Free / Freephone Call Type Feature	Vanity Number				100.00	87.52	99.78

Toll Free/Free Phone - Belgium							
Rates are per minute / 18 second minimum / 6 second rounding							
		Rate Per Minute					
		USD	GBP	EUR			
Belgium Origination	Landline Origination	.0334	.0292	.0333			
Belgium Origination	Mobile Origination	.6027	.5275	.6014			
Belgium Origination	Payphone Origination	.3568	.3123	.3560			

Toll Free/Free Phone - Ireland							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
Ireland Toll Free/ Freephone Number	Freephone Number	3.00	2.63	2.99			
Ireland Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.63	2.99
Ireland Toll Free/Freephone Call Type Feature	Vanity Number				100.00	87.52	99.78

Toll Free/Free Phone - Ireland							
Rates are per minute / 18 second minimum / 6 second rounding							
		Rate Per Minute					
		USD	GBP	EUR			
Ireland Origination	Landline Origination	.0264	.0231	.0263			
Ireland Origination	Mobile Origination	.7480	.6546	.7464			
Ireland Origination	Payphone Origination	.5060	.4428	.5049			

Toll Free/Free Phone - Austria							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
Austria Toll Free/ Freephone Number	Freephone Number	3.00	2.63	2.99			
Austria Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.63	2.99
Austria Toll Free/Freephone Call Type Feature	Vanity Number				100.00	87.52	99.78

Toll Free/Free Phone - Austria							
Rates are per minute / 18 second minimum / 6 second rounding							
		Rate Per Minute					
		USD	GBP	EUR			
Austria Origination	Landline Origination	.0626	.0548	.0625			
Austria Origination	Mobile Origination	.2323	.2033	.2318			
Austria Origination	Payphone Origination	.1320	.1155	.1317			

Toll Free/Free Phone - Portugal							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
Portugal Toll Free/ Freephone Number	Freephone Number	3.00	2.63	2.99			

Portugal Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.63	2.99
Portugal Toll Free/Freephone Call Type Feature	Vanity Number				100.00	87.52	99.78

Toll Free/Free Phone - Portugal							
Rates are per minute / 18 second minimum / 6 second rounding							
		Rate Per Minute					
		USD	GBP	EUR			
Portugal Origination	Landline Origination	.0925	.0810	.0923			
Portugal Origination	Mobile Origination	.0925	.0810	.0923			
Portugal Origination	Payphone Origination	.0925	.0810	.0923			

Toll Free/Free Phone - Spain							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
Spain Toll Free/ Freephone Number	Freephone Number	3.00	2.63	2.99			
Spain Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.63	2.99
Spain Toll Free/Freephone Call Type Feature	Vanity Number				100.00	87.52	99.78

Toll Free/Free Phone - Spain							
Rates are per minute / 18 second minimum / 6 second rounding							
		Rate Per Minute					
		USD	GBP	EUR			
Spain Origination	Landline Origination	.0168	.0147	.0168			
Spain Origination	Mobile Origination	.2926	.2561	.2920			
Spain Origination	Payphone Origination	.1540	.1348	.1537			

Toll Free/Free Phone - Switzerland							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
Switzerland Toll Free/ Freephone Number	Freephone Number	3.00	2.63	2.99			
Switzerland Toll Free/ Freephone Number	Freephone Number Port Charge Per Number				3.00	2.63	2.99
Switzerland Toll Free/Freephone Call Type Feature	Vanity Number				100.00	87.52	99.78

Toll Free/Free Phone - Switzerland							
Rates are per minute / 18 second minimum / 6 second rounding							
		Rate Per Minute					
		USD	GBP	EUR			
Switzerland Origination	Landline Origination	.0334	.0292	.0333			
Switzerland Origination	Mobile Origination	.1836	.1607	.1832			
Switzerland Origination	Payphone Origination	.4720	.4131	.4710			

International							
International Outbound							
Rates are per minute / 18 second minimum / 6 second rounding							
		Dedicated		Dedicated		Dedicated	
Country		Rate Per Minute (USD)		Rate Per Minute (GBP)		Rate Per Minute (EUR)	

Afghanistan	.3000	.2625	.2993
Afghanistan-Mobile	.3200	.2801	.3193
Albania	.2400	.2100	.2395
Albania-Mobile	.6000	.5251	.5987
Algeria	.1000	.0875	.0998
Algeria-Mobile	.6800	.5951	.6785
American Samoa	.0500	.0438	.0499
Andorra	.1800	.1575	.1796
Andorra-Mobile	.3500	.3063	.3492
Angola	.1000	.0875	.0998
Angola-Mobile	.2600	.2275	.2594
Anguilla	.4000	.3501	.3991
Anguilla-Mobile	.4200	.3676	.4191
Antarctica	2.6000	2.2754	2.5943
Antarctica-Norfolk Island	1.6638	1.4561	1.6602
Antigua and Barbuda	.3000	.2625	.2993
Antigua and Barbuda-Mobile	.4015	.3514	.4006
Argentina	.0330	.0289	.0329
Argentina-Buenos Aires	.0330	.0289	.0329
Argentina-Mobile	.2200	.1925	.2195
Armenia	.3800	.3326	.3792
Armenia-Mobile	.3800	.3326	.3792
Aruba	.1500	.1313	.1497
Aruba-Mobile	.3300	.2888	.3293
Ascension Island	1.7500	1.5315	1.7462
Australia	.0200	.0175	.0200
Australia-Melbourne	.0120	.0105	.0120
Australia-Mobile	.0354	.0310	.0353
Australia-Perth	.0120	.0105	.0120
Australia-Sydney	.0120	.0105	.0120
Austria	.0800	.0700	.0798
Austria-Mobile	.0800	.0700	.0798
Austria-NGN	.3494	.3058	.3486
Azerbaijan	.5000	.4376	.4989
Azerbaijan-Mobile	.4000	.3501	.3991
Bahamas	.3535	.3094	.3527
Bahamas-Mobile	.3521	.3081	.3513
Bahrain	.2200	.1925	.2195
Bahrain-Mobile	.2200	.1925	.2195
Bahrain-NGN	.2200	.1925	.2195
Bangladesh	.0600	.0525	.0599
Bangladesh-Mobile	.0600	.0525	.0599
Barbados	.2200	.1925	.2195
Barbados-Mobile	.3200	.2801	.3193
Belarus	.4500	.3938	.4490
Belarus-Mobile	.4500	.3938	.4490
Belgium	.0500	.0438	.0499
Belgium-Mobile	.3682	.3222	.3674
Belgium-Mobile Base	.1127	.0986	.1125
Belgium-Mobile Mobistar	.0846	.0740	.0844
Belgium-Mobile Proximus	.0718	.0628	.0716

Belgium-NGN	.3660	.3203	.3652
Belize	.3100	.2713	.3093
Benin	.4200	.3676	.4191
Bermuda	.0700	.0613	.0698
Bhutan	.0750	.0656	.0748
Bhutan-Mobile	.0750	.0656	.0748
Bolivia	.3500	.3063	.3492
Bolivia-La Paz	.3500	.3063	.3492
Bolivia-Mobile	.3500	.3063	.3492
Bosnia/Herzegovina	.1997	.1748	.1993
Bosnia/Herzegovina-Mobile	.7219	.6318	.7203
Botswana	.2000	.1750	.1996
Botswana-Mobile	.2800	.2450	.2794
Brazil	.0200	.0175	.0200
Brazil-Belo Horizonte	.0120	.0105	.0120
Brazil-Brasilia	.0120	.0105	.0120
Brazil-Curitiba	.0120	.0105	.0120
Brazil-Florianapolis	.0120	.0105	.0120
Brazil-Fortaleza	.0120	.0105	.0120
Brazil-Goiania	.0120	.0105	.0120
Brazil-Governador Valadares	.0120	.0105	.0120
Brazil-Mobile	.1200	.1050	.1197
Brazil-Porto Alegre	.0120	.0105	.0120
Brazil-Recife	.0120	.0105	.0120
Brazil-Rio de Janeiro	.0120	.0105	.0120
Brazil-Salvador	.0120	.0105	.0120
Brazil-Sao Paulo	.0120	.0105	.0120
Brazil-Vitoria	.0120	.0105	.0120
British Virgin Islands	.2329	.2038	.2324
British Virgin Islands-Mobile	.2329	.2038	.2324
Brunei	.0600	.0525	.0599
Brunei-Mobile	.0616	.0539	.0615
Bulgaria	.1000	.0875	.0998
Bulgaria-Mobile	.4000	.3501	.3991
Burkina Faso	.4500	.3938	.4490
Burkina Faso-Mobile	.4500	.3938	.4490
Burundi	1.0242	.8963	1.0220
Burundi-Mobile	1.0242	.8963	1.0220
Cambodia	.1000	.0875	.0998
Cambodia-Mobile	.1000	.0875	.0998
Cameroon	.1810	.1584	.1806
Cameroon-Mobile	.4500	.3938	.4490
Canada	.0100	.0088	.0100
Canada-Yukon and NW Territories 867	.0566	.0495	.0565
Cape Verde Islands	.3394	.2970	.3387
Cape Verde Islands-Mobile	.4659	.4077	.4649
Cayman Islands	.2000	.1750	.1996
Cayman Islands-Mobile	.2000	.1750	.1996
Cayman Islands-NGN	.2000	.1750	.1996
Central African Republic	.6500	.5689	.6486

Chad	.8500	.7439	.8482
Chad-Mobile	.8500	.7439	.8482
Chile	.1000	.0875	.0998
Chile-Easter Island	.7653	.6698	.7636
Chile-Mobile	.1000	.0875	.0998
Chile-NGN	.1000	.0875	.0998
Chile-Santiago	.1000	.0875	.0998
China	.0750	.0656	.0748
Colombia	.0500	.0438	.0499
Colombia-Mobile	.0500	.0438	.0499
Comoros	.6500	.5689	.6486
Comoros-Mobile	.6500	.5689	.6486
Congo	.6500	.5689	.6486
Cook Islands	2.5000	2.1879	2.4946
Costa Rica	.0400	.0350	.0399
Costa Rica-Mobile	.0900	.0788	.0898
Costa Rica-NGN	.0900	.0788	.0898
Croatia	.2200	.1925	.2195
Croatia-Mobile	.3800	.3326	.3792
Croatia-NGN	.2200	.1925	.2195
Cuba	.8500	.7439	.8482
Cyprus	.0600	.0525	.0599
Cyprus-Mobile	.1000	.0875	.0998
Cyprus-NGN	.0600	.0525	.0599
Czech Republic	.0500	.0438	.0499
Czech Republic-Mobile	.1500	.1313	.1497
Czech Republic-Prague	.0253	.0221	.0252
Dem. Rep. of Congo	.7597	.6649	.7580
Dem. Rep. of Congo-Mobile	.6899	.6038	.6884
Dem. Rep. of Congo-NGN	.7597	.6649	.7580
Denmark	.0180	.0158	.0180
Denmark-Mobile	.0500	.0438	.0499
Denmark-NGN	.0500	.0438	.0499
Diego Garcia	2.5626	2.2427	2.5570
Djibouti	.5500	.4813	.5488
Djibouti-Mobile	.5500	.4813	.5488
Dominica	.3500	.3063	.3492
Dominica-Mobile	.3500	.3063	.3492
Dominican Republic	.0500	.0438	.0499
Dominican Republic-Mobile	.1200	.1050	.1197
Ecuador	.2000	.1750	.1996
Ecuador-Mobile	.3000	.2625	.2993
Egypt	.1500	.1313	.1497
Egypt-Mobile	.1500	.1313	.1497
El Salvador	.2800	.2450	.2794
El Salvador-Mobile	.2800	.2450	.2794
Equatorial Guinea	.7000	.6126	.6985
Eritrea	.4000	.3501	.3991
Estonia	.0450	.0394	.0449
Estonia-Mobile	.5000	.4376	.4989
Estonia-NGN	1.5714	1.3752	1.5680

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Eswatini	.2500	.2188	.2495
Eswatini-Mobile	.2500	.2188	.2495
Ethiopia	.3500	.3063	.3492
Ethiopia-Mobile	.3500	.3063	.3492
Falkland Islands	1.2645	1.1066	1.2617
Faroe Islands	.0693	.0606	.0691
Fiji	.4500	.3938	.4490
Fiji-Mobile	.4500	.3938	.4490
Finland	.3450	.3019	.3442
Finland-Corporate Services	.3450	.3019	.3442
Finland-Helsinki	.3450	.3019	.3442
Finland-Mobile	.3900	.3413	.3892
Finland-NGN	.3450	.3019	.3442
France	.0300	.0263	.0299
France-Mobile	.1322	.1157	.1319
France-Mobile Orange	.1322	.1157	.1319
France-Mobile SFR	.1322	.1157	.1319
France-NGN	.3627	.3174	.3619
France-Paris	.0300	.0263	.0299
French Antilles/Martinique	.0160	.0140	.0160
French Antilles/Martinique-Mobile	.1500	.1313	.1497
French Guiana	.1500	.1313	.1497
French Guiana-Mobile	.2000	.1750	.1996
French Polynesia	.3500	.3063	.3492
French Polynesia-Mobile	.3500	.3063	.3492
Gabon	.5500	.4813	.5488
Gabon-Mobile	.5500	.4813	.5488
Gambia	3.0000	2.6255	2.9935
Gambia-Mobile	.6500	.5689	.6486
Georgia	.3000	.2625	.2993
Georgia-Mobile	.5000	.4376	.4989
Germany	.0120	.0105	.0120
Germany-Berlin	.0104	.0091	.0104
Germany-Frankfurt	.0104	.0091	.0104
Germany-Hamburg	.0104	.0091	.0104
Germany-Mobile	.0420	.0368	.0419
Germany-Munich	.0104	.0091	.0104
Germany-NGN	.0120	.0105	.0120
Ghana	.3200	.2801	.3193
Ghana-Mobile	.3200	.2801	.3193
Gibraltar	.0700	.0613	.0698
Gibraltar-Mobile	.2500	.2188	.2495
Global Mobile	11.6967	10.2366	11.6713
Greece	.0400	.0350	.0399
Greece-Athens	.0400	.0350	.0399
Greece-Mobile	.1500	.1313	.1497
Greenland	.7500	.6564	.7484
Greenland-Mobile	.7500	.6564	.7484
Grenada	.3200	.2801	.3193
Grenada-Mobile	.3200	.2801	.3193

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Guadeloupe	.0500	.0438	.0499
Guadeloupe-Mobile	.1500	.1313	.1497
Guam	.0500	.0438	.0499
Guatemala	.1800	.1575	.1796
Guatemala-Mobile	.1800	.1575	.1796
Guinea	.7000	.6126	.6985
Guinea Bissau	.7187	.6290	.7171
Guinea Bissau-Mobile	.7187	.6290	.7171
Guinea-Mobile Areeba	.7000	.6126	.6985
Guinea-NGN	.7000	.6126	.6985
Guyana	.3500	.3063	.3492
Guyana-Mobile	.3500	.3063	.3492
Haiti	.4200	.3676	.4191
Haiti-Mobile	.3500	.3063	.3492
Haiti-NGN	.4200	.3676	.4191
Honduras	.2000	.1750	.1996
Honduras-Mobile Celfel	.2063	.1805	.2059
Hong Kong	.0433	.0379	.0432
Hong Kong-Mobile	.0450	.0394	.0449
Hungary	.0750	.0656	.0748
Hungary-Mobile	.0750	.0656	.0748
Iceland	.0300	.0263	.0299
Iceland-Mobile	.0900	.0788	.0898
India	.0193	.0169	.0193
India-Mobile	.0185	.0162	.0185
Indonesia	.0450	.0394	.0449
Indonesia-Mobile	.0600	.0525	.0599
Inmarsat	12.3156	10.7782	12.2888
Iran	.3000	.2625	.2993
Iran-Mobile	.3000	.2625	.2993
Iraq	.2500	.2188	.2495
Iraq-Mobile	.2500	.2188	.2495
Iraq-NGN	.2500	.2188	.2495
Ireland	.0150	.0131	.0150
Ireland-Mobile	.0718	.0628	.0716
Ireland-NGN	.0150	.0131	.0150
Israel	.0193	.0169	.0193
Israel-Mobile	.0450	.0394	.0449
Israel-Paltel	.2662	.2330	.2656
Israel-Paltel Mobile	.2662	.2330	.2656
Italy	.0150	.0131	.0150
Italy-Milan	.0150	.0131	.0150
Italy-Mobile	.0280	.0245	.0279
Italy-NGN	.0150	.0131	.0150
Italy-Rome	.0150	.0131	.0150
Ivory Coast	.4600	.4026	.4590
Ivory Coast-Mobile	.4600	.4026	.4590
Jamaica-658	.2800	.2450	.2794
Jamaica-876	.2800	.2450	.2794
Jamaica-Mobile	.2800	.2450	.2794
Japan	.0400	.0350	.0399

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Japan-IP Phone	.0400	.0350	.0399
Japan-Mobile	.1000	.0875	.0998
Jordan	.3000	.2625	.2993
Jordan-Mobile	.3200	.2801	.3193
Kenya	.2800	.2450	.2794
Kenya-Mobile	.3000	.2625	.2993
Kiribati/Gilbert Island	3.1186	2.7293	3.1118
Kuwait	.1600	.1400	.1597
Kuwait-Mobile	.1800	.1575	.1796
Kuwait-NGN	.1600	.1400	.1597
Kyrgyzstan	.2200	.1925	.2195
Kyrgyzstan-Mobile	.3000	.2625	.2993
Laos	.1600	.1400	.1597
Laos-Mobile	.1600	.1400	.1597
Latvia	.6500	.5689	.6486
Latvia-Mobile	.9000	.7876	.8980
Latvia-NGN	.6500	.5689	.6486
Lebanon	.1965	.1720	.1961
Lebanon-Mobile	.2600	.2275	.2594
Lesotho	.4695	.4109	.4685
Lesotho-Mobile	.4695	.4109	.4685
Liberia	.5200	.4551	.5189
Libya	.3975	.3479	.3966
Libya-Mobile	.5285	.4625	.5274
Liechtenstein	.0900	.0788	.0898
Liechtenstein-Mobile	1.0500	.9189	1.0477
Liechtenstein-NGN	.0900	.0788	.0898
Lithuania	.2500	.2188	.2495
Lithuania-Mobile	.7130	.6240	.7114
Lithuania-NGN	1.7714	1.5503	1.7675
Luxembourg	.2150	.1882	.2145
Luxembourg-Mobile	.2650	.2319	.2644
Macau	.1572	.1376	.1569
Madagascar	.8200	.7176	.8182
Madagascar-Mobile	.8200	.7176	.8182
Malawi	.4500	.3938	.4490
Malaysia	.0340	.0298	.0339
Malaysia-Johar Bahru	.0340	.0298	.0339
Malaysia-Kuala Lumpur	.0340	.0298	.0339
Malaysia-Mobile	.0340	.0298	.0339
Maldives	1.2000	1.0502	1.1974
Maldives-Mobile	1.2000	1.0502	1.1974
Mali	.3985	.3488	.3976
Mali-Mobile	.5375	.4704	.5363
Malta	.3000	.2625	.2993
Malta-Mobile	.3800	.3326	.3792
Marshall Islands	.4350	.3807	.4341
Mauritania	.8400	.7351	.8382
Mauritius	.2400	.2100	.2395
Mexico	.0120	.0105	.0120
Mexico-Guadalajara	.0120	.0105	.0120

Mexico-Mexico City	.0120	.0105	.0120
Mexico-Mobile	.0120	.0105	.0120
Mexico-Monterrey	.0120	.0105	.0120
Mexico-Satellite	.0144	.0126	.0144
Micronesia	.8485	.7426	.8467
Moldova	.5500	.4813	.5488
Moldova-Mobile	.5500	.4813	.5488
Monaco	.1500	.1313	.1497
Monaco-Mobile	.3910	.3422	.3901
Monaco-Mobile KFOR	.5530	.4840	.5518
Mongolia	.0296	.0259	.0295
Mongolia-NGN	.0296	.0259	.0295
Montenegro	.4250	.3719	.4241
Montenegro-Mobile	.4750	.4157	.4740
Montenegro-NGN	.4250	.3719	.4241
Montserrat	.3500	.3063	.3492
Morocco	.2000	.1750	.1996
Morocco-Mobile	.5500	.4813	.5488
Morocco-NGN	.2000	.1750	.1996
Mozambique	.1774	.1553	.1770
Mozambique-Mobile	.3200	.2801	.3193
Myanmar	.2450	.2144	.2445
Namibia	.1300	.1138	.1297
Namibia-Mobile	.1850	.1619	.1846
Nauru	1.8800	1.6453	1.8759
Nepal	.1950	.1707	.1946
Nepal-Mobile	.1950	.1707	.1946
Netherland Antilles	.2090	.1829	.2085
Netherland Antilles-Mobile	.1577	.1380	.1574
Netherland Antilles-NGN	.2090	.1829	.2085
Netherland Antilles-St Maarten	.1577	.1380	.1574
Netherlands	.1253	.1097	.1250
Netherlands-Mobile	.0600	.0525	.0599
Netherlands-Mobile Orange	.0600	.0525	.0599
Netherlands-NGN	.0363	.0318	.0362
New Caledonia	.4855	.4249	.4844
New Zealand	.0250	.0219	.0249
New Zealand-Mobile	.0750	.0656	.0748
Nicaragua	.1950	.1707	.1946
Nicaragua-Mobile	.2800	.2450	.2794
Niger	.5900	.5163	.5887
Niger-Mobile	.5900	.5163	.5887
Niger-NGN	.5900	.5163	.5887
Nigeria	.1700	.1488	.1696
Nigeria-Lagos	.1298	.1136	.1295
Nigeria-Mobile	.1700	.1488	.1696
Niue	2.8500	2.4942	2.8438
North Korea	.8560	.7491	.8541
North Macedonia	.2425	.2122	.2420
North Macedonia-Mobile	.5500	.4813	.5488

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Northern Marianas	.0719	.0629	.0717
Norway	.0165	.0144	.0165
Norway-Mobile	.0300	.0263	.0299
Norway-Mobile Tele2	.0300	.0263	.0299
Norway-Mobile Telenor	.0300	.0263	.0299
Norway-NGN	.0985	.0862	.0983
Oman	.2800	.2450	.2794
Oman-Mobile	.3700	.3238	.3692
Pakistan	.0560	.0490	.0559
Pakistan-Mobile	.0560	.0490	.0559
Pakistan-NGN	.0560	.0490	.0559
Palau	.4000	.3501	.3991
Palestinian Authority	.1997	.1748	.1993
Palestinian Authority-Mobile	.2263	.1981	.2258
Panama	.0350	.0306	.0349
Panama-Mobile	.1800	.1575	.1796
Papua New Guinea	1.4200	1.2427	1.4169
Papua New Guinea-NGN	1.4200	1.2427	1.4169
Paraguay	.0700	.0613	.0698
Paraguay-Mobile	.1000	.0875	.0998
Peru	.0200	.0175	.0200
Peru-Lima	.0075	.0066	.0075
Peru-Lima-Mobile	.0075	.0066	.0075
Peru-Mobile	.0200	.0175	.0200
Peru-Rural	.2656	.2324	.2650
Philippines	.1525	.1335	.1522
Philippines-Mobile	.1525	.1335	.1522
Poland	.1540	.1348	.1537
Poland-Mobile	.1540	.1348	.1537
Poland-Mobile P4	.1540	.1348	.1537
Poland-NGN	.1540	.1348	.1537
Portugal	.0320	.0280	.0319
Portugal-Mobile	.1540	.1348	.1537
Principe and Sao Tome	2.5460	2.2282	2.5405
Qatar	.3000	.2625	.2993
Qatar-Mobile	.3000	.2625	.2993
Reunion Island	.6504	.5692	.6490
Reunion Island-Mobile	.2161	.1891	.2156
Romania	.0120	.0105	.0120
Romania-Mobile	.0300	.0263	.0299
Russia	.1200	.1050	.1197
Russia-Kazakhstan Mobile	.1800	.1575	.1796
Russia-Kazakhstan NGN	.1800	.1575	.1796
Russia-Mobile	.2500	.2188	.2495
Russia-Moscow	.0248	.0217	.0247
Rwanda	.4240	.3711	.4231
Rwanda-Mobile	.4240	.3711	.4231
San Marino	.2500	.2188	.2495
San Marino-Mobile	.2500	.2188	.2495
Satellite Network	11.6967	10.2366	11.6713
Saudi Arabia	.1265	.1107	.1262

Saudi Arabia-Mobile	.2150	.1882	.2145
Saudi Arabia-Riyadh	.1265	.1107	.1262
Senegal	.4515	.3951	.4505
Senegal-Mobile	.4515	.3951	.4505
Senegal-NGN	.4905	.4293	.4894
Serbia	.3200	.2801	.3193
Serbia-Kosovo	.3893	.3407	.3885
Serbia-Mobile	.4500	.3938	.4490
Seychelles Island	1.1979	1.0484	1.1953
Sierra Leone	.6900	.6039	.6885
Sierra Leone-Mobile	.6900	.6039	.6885
Singapore	.0230	.0201	.0229
Singapore-Mobile	.0230	.0201	.0229
Sint Maarten	.1600	.1400	.1597
Slovakia	.0120	.0105	.0120
Slovakia-Mobile	.0844	.0739	.0842
Slovenia	.2335	.2044	.2330
Slovenia-Mobile	.5200	.4551	.5189
Slovenia-Mobile Mobitel	.5200	.4551	.5189
Slovenia-Mobile Simobil	.5200	.4551	.5189
Slovenia-Mobile Vega	.5200	.4551	.5189
Solomon Islands	1.5000	1.3127	1.4967
Somalia	.6950	.6082	.6935
South Africa	.2945	.2577	.2939
South Africa-Mobile	.2150	.1882	.2145
South Africa-NGN	.2945	.2577	.2939
South Korea	.0200	.0175	.0200
South Korea-Mobile	.0450	.0394	.0449
South Sudan	.7000	.6126	.6985
Spain	.0150	.0131	.0150
Spain-Mobile	.0651	.0570	.0650
Spain-Mobile Orange	.0651	.0570	.0650
Spain-Mobile Telefonica	.0651	.0570	.0650
Spain-Mobile Vodafone	.0651	.0570	.0650
Spain-NGN	.4000	.3501	.3991
Sri Lanka	.2200	.1925	.2195
Sri Lanka-Mobile	.2200	.1925	.2195
St. Helena	2.6347	2.3058	2.6290
St. Kitts/Nevis	.2502	.2190	.2497
St. Kitts/Nevis-Mobile	.2502	.2190	.2497
St. Lucia	.2800	.2450	.2794
St. Lucia-Mobile	.2800	.2450	.2794
St. Pierre and Miquelon	.2959	.2590	.2953
St. Vincent/Grenadines	.2100	.1838	.2095
St. Vincent/Grenadines-Mobile	.2642	.2312	.2636
Sudan	.2900	.2538	.2894
Sudan-Mobile	.2900	.2538	.2894
Suriname	.3350	.2932	.3343
Suriname-Mobile	.3350	.2932	.3343
Sweden	.0200	.0175	.0200

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Sweden-Mobile	.0200	.0175	.0200
Sweden-Mobile Telia	.0200	.0175	.0200
Sweden-NGN	.0121	.0106	.0121
Switzerland	.0200	.0175	.0200
Switzerland-Mobile	.0800	.0700	.0798
Switzerland-Mobile Swisscom	.0800	.0700	.0798
Switzerland-NGN	.0200	.0175	.0200
Switzerland-Zurich	.0200	.0175	.0200
Syria	.2650	.2319	.2644
Syria-Mobile	.3000	.2625	.2993
Taiwan	.0280	.0245	.0279
Taiwan-Mobile	.1200	.1050	.1197
Tajikistan	.1800	.1575	.1796
Tanzania	.4292	.3756	.4283
Tanzania-Mobile	.4292	.3756	.4283
Thailand	.0515	.0451	.0514
Thailand-Mobile	.0515	.0451	.0514
Timor Leste	.4659	.4077	.4649
Togo	.4200	.3676	.4191
Togo-Mobile	.4200	.3676	.4191
Tokelau	1.9300	1.6891	1.9258
Tonga	1.2500	1.0940	1.2473
Trinidad and Tobago	.1975	.1728	.1971
Trinidad and Tobago-Mobile	.1975	.1728	.1971
Tunisia	.9438	.8260	.9417
Tunisia-Mobile	.9438	.8260	.9417
Turkey	.0505	.0442	.0504
Turkey-Istanbul	.0505	.0442	.0504
Turkey-Mobile	.2185	.1912	.2180
Turkey-Mobile Turkcell	.2185	.1912	.2180
Turkey-Mobile Vodafone	.2185	.1912	.2180
Turkey-North Cyprus	.0505	.0442	.0504
Turkey-North Cyprus Mobile	.2185	.1912	.2180
Turkmenistan	.1925	.1685	.1921
Turks and Caicos	.2478	.2169	.2473
Turks and Caicos-Mobile	.2478	.2169	.2473
Tuvalu	2.1175	1.8532	2.1129
Uganda	.3872	.3389	.3864
Uganda-Mobile	.3872	.3389	.3864
UK	.0036	.0032	.0036
UK-Freephone	.0036	.0032	.0036
UK-London	.0036	.0032	.0036
UK-Mobile	.1934	.1693	.1930
UK-Mobile H3G	.0133	.0116	.0133
UK-Mobile O2	.0133	.0116	.0133
UK-Mobile Orange	.0133	.0116	.0133
UK-Mobile T-Mobile	.0133	.0116	.0133
UK-Mobile Vodafone	.0133	.0116	.0133
UK-NGN	.2662	.2330	.2656
UK-NGN 84	.2662	.2330	.2656

UK-NGN 845	.2662	.2330	.2656
UK-NGN 870	.2662	.2330	.2656
UK-VolP and Multimedia	.0700	.0613	.0698
UK-Wide	.0314	.0275	.0313
Ukraine	.2950	.2582	.2944
Ukraine-Mobile	.2950	.2582	.2944
United Arab Emirates	.2400	.2100	.2395
United Arab Emirates-Dubai	.2400	.2100	.2395
United Arab Emirates-Mobile	.2400	.2100	.2395
Uruguay	.0800	.0700	.0798
Uruguay-Mobile	.2100	.1838	.2095
US Virgin Islands	.0145	.0127	.0145
USA	.0125	.0109	.0125
USA-Alaska	.0165	.0144	.0165
USA-Hawaii	.0150	.0131	.0150
USA-Puerto Rico	.0150	.0131	.0150
Uzbekistan	.1162	.1017	.1159
Uzbekistan-Mobile	.1162	.1017	.1159
Vanuatu	1.8150	1.5884	1.8111
Vatican City	.0225	.0197	.0225
Venezuela	.0250	.0219	.0249
Venezuela-Caracas	.0250	.0219	.0249
Venezuela-Maracaibo	.0250	.0219	.0249
Venezuela-Mobile	.1445	.1265	.1442
Venezuela-Valencia	.0250	.0219	.0249
Vietnam	.0850	.0744	.0848
Vietnam-Mobile	.0850	.0744	.0848
Wallis and Futuna Islands	1.7692	1.5483	1.7654
Western Samoa	2.2500	1.9691	2.2451
Yemen	.2065	.1807	.2061
Yemen-Mobile	.2065	.1807	.2061
Zambia	.4375	.3829	.4365
Zambia-Mobile	.4840	.4236	.4829
Zimbabwe	.2487	.2177	.2482
Zimbabwe-Mobile	.4800	.4201	.4790

Terms and Conditions Governing This Order

1. "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. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. 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. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) 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 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 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.

5. 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.

6. 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.

7. 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.

8. 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. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. Equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Internet Services provided in certain countries in the Asia-Pacific region where Lumen does not currently hold a license to provide such Services, Customer consents to Lumen providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Lumen as its agent to the extent necessary to obtain such Service. Lumen's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.

911 ACKNOWLEDGEMENT

BY SIGNING THIS ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/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/HVIPSIP/911advisory.pdf>.

Declarations and Signatures

By signing below, the Customer agrees that the above rates shall apply to the applicable Services and are hereby incorporated into the Customer's Agreement with Lumen.

Customer
Signature:
Name:
Title:
Date:

Customer Information and Contract Specifications**Customer Name:** RAMSEY COUNTY - MN**Account Number:** 3-799429**Currency:** USD**Monthly Recurring Charges (MRC):** \$2,097.20**Non Recurring Charges (NRC):** 0**Service Order**

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
121 7TH PL E SAINT PAUL MINNESOTA 55101 2148 UNITED STATES	IP VPN Port and Access	New	36	1	\$0.00	\$0.00	\$0.00	\$0.00
	- Standard Delivery - To the MPoE (Customer Provided)							
	Port - 100 Mbps			1	\$0.00	\$0.00	\$0.00	\$0.00
	Transport	New	36	1			\$388.00	\$0.00
	Subtotal						\$388.00	\$0.00
121 7TH PL E SAINT PAUL MINNESOTA 55101 2148 UNITED STATES	IP VPN Logical Interface (50 Mbps CIR, Flat Rate)	New	36	1	\$660.60	\$0.00	\$660.60	\$0.00
	- Committed Information Rate (CIR) = 50 Mbps							
	Subtotal						\$660.60	\$0.00
15 KELLOGG BLVD W SAINT PAUL MINNESOTA 55102 1635 UNITED STATES	IP VPN Port and Access	New	36	1	\$0.00	\$0.00	\$0.00	\$0.00
	- Standard Delivery - To the MPoE (Customer Provided)							
	Port - 100 Mbps			1	\$0.00	\$0.00	\$0.00	\$0.00
	Transport	New	36	1			\$388.00	\$0.00
	Subtotal						\$388.00	\$0.00
15 KELLOGG BLVD W SAINT PAUL MINNESOTA 55102 1635 UNITED STATES	IP VPN Logical Interface (50 Mbps CIR, Flat Rate)	New	36	1	\$660.60	\$0.00	\$660.60	\$0.00
	- Committed Information Rate (CIR) = 50 Mbps							
	Subtotal						\$660.60	\$0.00
	Totals						\$2,097.20	\$0.00

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. 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. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided that, if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, then the current applicable Lumen Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available upon request. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything in any Existing 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 at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If the Existing 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: <http://www.lumen.com/ancillary-fees>.

5. 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.

6. 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 point's 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.

7. 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 <http://www.lumen.com/taxes>.

8. 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) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at <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.

9. For certain services, equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum. A copy of the CPE Addendum and a list of services to which it applies is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. If your network service utilizes TDM technologies, then the following apply: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates.

Additional Order Terms

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Signature Block

Customer: RAMSEY COUNTY - MN
Total MRC: \$2,097.20 Total NRC: 0
Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 07-13-2022

Sponsor: Information Services

Meeting Date: 2/7/2023

Title: Single Source Agreement with CenturyLink Communications, LLC for Telecom and Telephony Services

File Number: 2022-685

Background and Rationale:

Continued rapid technological advances have resulted in a need to provide more efficient and less expensive telecom services. Presently, Ramsey County contracts with CenturyLink D/B/A Lumen Technologies Group (Lumen) to provide a variety of communications services since 2011. These services include: long distance and international phone calls, private internet bandwidth, 1-800 phone number reservations, local 651-266-xxxx phone number reservations, and primary rate interface (PRI) trunking. These services support the 1,200 + concurrent inbound and outbound phone calls made by residents to the county. The county added PRIs in a 2020 contract to expand phone service to support the growth of the organization and to support work from home due to covid. Due to ongoing changes resulting from the new flexible work arrangement and moving off the county's old analog phone system, there is a need to update the contract to enable Ramsey County to utilize technologically advanced replacement services.

As a reputable service provider, CenturyLink D/B/A Lumen can provide a modern unified communication service for all the county's telecommunication needs. The change to a Voice over Internet Protocol (VoIP) phone system in 2018 requires that PRIs be replaced by more modern and flexible session initiation protocol (SIP) trunks. The benefits SIP provides the county is the following:

- lower costs
- better reliability
- higher quality phone communications with residents
- more resilient physical connections that protect from possible service disruptions
- easily scalable with business continuity in future tech allowing adjustment to rapidly changing phone service needs

Ramsey County has invested in several physical service connections with Lumen at several Ramsey County facilities. If the county was to seek a different telecom provider, the county would incur significant costs and would risk service disruptions to change these physical connections to a new provider. Due to knowledge of and experience with the county's unique and varied needs, Lumen has the ability to continue to provide these services for the county's unique environment which consists of multiple locations and needs.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Approve the Single Source Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group, P.O. Box 91154, Seattle, WA 98111 for telecom and telephony services for the period of February 7, 2023 through February 6, 2026 with an option to renew for an additional three year period for a total not to exceed amount of \$2,160,000 over the term of the agreement.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to approve and execute amendments and change orders to the agreement in accordance with the provisions of the agreement and all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

A motion to approve was made by Commissioner Frethem, seconded by Commissioner Reinhardt.
Motion passed.

Aye: - 7: Frethem, MatasCastillo, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 

Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2022-579

Meeting Date: 2/7/2023

Sponsor: Finance

Title

2023 Capital Improvement Program Bond Series 2023A - Report on Sale

Recommendation

None. For discussion only.

Background and Rationale

Bids for the purchase of the Ramsey County's general obligation bonds, Series 2023A, were accepted from interested investors on February 6, 2023. The bids were considered by the Pricing Committee defined in the Parameters Resolution passed on January 24, 2023. The Ramsey County's financial advisor, Baker Tilly Municipal Advisors, LLC, will present the results of the bidding process to the Ramsey County Board at 9:00 a.m. on February 7, 2023.

The general obligation bond includes the following:

Approved 2023 CIP Major projects	\$ 13,000,000
Approved 2023 CIP Regular projects	<u>6,000,000</u>
	\$ 19,000,000

Bond counsel, Kennedy & Graven will complete the general obligation bond documents. The final resolution reflecting the approved award will be reviewed by the Ramsey County's financial advisor, Baker Tilly Municipal Advisors, LLC.

A list of the approved 2023A capital improvement program (CIP) projects is available online https://www.ramseycounty.us/sites/default/files/Budget%20and%20Finance/2022_2023%20CIP%20Budget%20APPROVED%20projects.pdf and attached and aligns with the strategic priorities set by the Ramsey County Board.

County Goals (Check those advanced by Action)

☒ Well-being

☐ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

This action by itself does not have a measurable racial equity impact, as the action is just one step in the ordinance process required by the Ramsey County Home Rule Charter to issue bonds. The county plans to issue bonds to finance numerous capital improvement projects, each of which provides programs and services to the community. The racial equity impact should be considered by the county departments during the development of the associated programs and services for each capital project.

Community Participation Level and Impact

Ramsey County issues bonds to finance capital improvements identified in its annual capital improvement plan

which is developed with public participation through the Capital Improvement Program Citizen's Advisory Committee (CIPAC), an advisory committee comprised of 14 residents, appointed by the Ramsey County Board, to assure public participation in the decision-making process. CIPAC reviews, rates, and recommends capital improvement projects. The Ramsey County Board also held a public hearing on November 22, 2022, as part of the Capital Improvement Program Bond Ordinance process to afford the public an opportunity to comment on each proposed project. Direct community participation should be incorporated through the county departments in the development of the programs and services associated with each capital project.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The projects and financing are authorized in the 2023 CIP Budget and Financing Plan. The debt service required is included in the 2023 budget.

Last Previous Action

On January 24, 2023, the Ramsey County Board approved the parameters for the general obligation bond sales for Series 2023A (Resolution B2023-026).

On January 17, 2023, the Ramsey County Board authorized for 2023A bond sale and set February 6, 2023, as the bond sale and award date for proposals received and report to the Ramsey County Board on February 7, 2023 (Resolution B2023-018).

On November 22, 2022, the Ramsey County Board approved the 2023 Capital Improvement Program bond ordinance (Resolution B2022-262).

Attachments

1. Calendar of Events 2023A and 2023B CIP Bond Sale
2. Approved 2023 Capital Improvements Projects

Ramsey County, Minnesota
General Obligation Capital Improvement Plan Bonds, Series 2023A
Calendar of Events

<u>Date</u>	<u>Event</u>
October 25, 2022	First Reading of Ordinance
November 15, 2022	Second Reading Ordinance
November 22, 2022	Action of Ordinance
January 17, 2023	Resolution authorizing the sale date and terms of the Series 2023A Bonds
January 24, 2023	Parameters Resolution of the Series 2023A Bonds; County Board establishes Pricing Committee delegating awarding authority
February 6, 2023	Sale of the Series 2023A Bonds; consideration of award by Pricing Committee and execution of Pricing Committee
February 7, 2023	Results of the Series 2023A Bonds sale presented to the County Board
March 8, 2023	Settlement of the Series 2023A Bonds, receipt of proceeds

Ramsey County, Minnesota
General Obligation Capital Improvement Plan Bonds, Series 2023B
Calendar of Events

<u>Date</u>	<u>Event</u>
October 25, 2022	First Reading of Ordinance
November 15, 2022	Second Reading Ordinance
November 22, 2022	Action of Ordinance
February 21, 2023	Authorizing the sale of the Series 2023B Bonds; establishing Pricing Committee and Parameters for award; and reimbursement of project expenditures from Series 2023B Bonds proceed
March 13, 2023	Sale of the Series 2023B Bonds; consideration of award by Pricing Committee and execution of Pricing Committee
March 23, 2023	Results of the Series 2023A Bonds sale presented to the County Board
April 13, 2023	Settlement of the Series 2023A Bonds, receipt of proceeds

APPROVED CAPITAL IMPROVEMENT PROJECTS BY DEPARTMENT FOR 2022-2023

SCHEDULE 1
(Continued)

CIP REGULAR PROJECTS - \$6,000,000 CIP BONDS + \$210,722,443 OTHER FUNDING - 2023

CIP PROJ. PAGE NO. NO.	DEPARTMENT NAME/PROJECT TITLE	COMBINED RANK	2023 FUNDING SOURCE						2023 TOTAL APPROVED
			CIP BONDS	COUNTY LEVY	COUNTY OTHER	FEDERAL	STATE	MUNICIPAL/ OTHER	
	ECONOMIC GROWTH & COMMUNITY INVESTMENT								
	PARKS & RECREATION								
1	Bituminous Projects	5	219,989	-	-	-	-	-	219,989
2	Capital Asset Management-Arenas	14	425,000	-	-	-	-	-	425,000
4	Playground Replacements	17	700,000	-	-	-	-	-	700,000
5	ADA Implementation-County Facilities	20	200,000	-	-	-	100,000	-	300,000
3	Natural Resource Habitat Restoration	21	200,000	-	-	-	-	-	200,000
8	Regional Park & Trail CIP/Legacy	Not Ranked	-	-	-	-	-	1,599,300	1,599,300
	PROPERTY MANAGEMENT								
2	Building Security System Panel Controls	11	266,000	-	-	-	-	-	266,000
3	Landmark Center-Basement & 5th Floor Restroom Renovation	19	665,000	-	-	-	-	-	665,000
4	Landmark Center-Vertical Heat Pipe System Engineering	23	100,000	-	-	-	-	-	100,000
	CENTRAL FLEET								
2	Heavy Duty Mobile Column Lifts	16	200,000	-	-	-	-	-	200,000
	PUBLIC WORKS								
1	Pavement Preservation	Not Ranked	2,000,000	-	-	-	-	300,000	2,300,000
								3,800,000 (1)	3,800,000
2	County State Aid Highway Road Construction	Not Ranked	-	-	-	-	-	34,260,000	34,260,000
								180,000 (1)	180,000
3	Multi-Modal Projects	Not Ranked	-	-	-	77,880,000	-	84,550,000 (2)	162,430,000
4	Traffic Signal Upgrades	Not Ranked	-	-	-	-	720,000	965,000	1,685,000
								530,000 (1)	530,000
5	Drainage Systems & Structures	Not Ranked	-	-	-	-	-	600,000 (1)	600,000
6	Comprehensive Bridge Maintenance	Not Ranked	-	-	-	-	-	400,000 (1)	400,000
7	Pedestrian & Bike Facilities	Not Ranked	-	-	-	-	-	1,050,000	1,050,000
								790,000 (1)	790,000
8	ADA Compliance	Not Ranked	-	-	-	-	-	700,000 (1)	700,000
9	Roadway Appurtenances	Not Ranked	-	-	-	-	-	400,000 (1)	400,000
-----	Wheelage Tax Transfer to Public Works Operations	Not Ranked	-	-	-	-	-	1,593,143 (1)	1,593,143
10	New Equipment	Not Ranked	-	-	-	-	80,000	-	80,000
	TOTAL ECONOMIC GROWTH & COMMUNITY INVESTMENT		4,975,989	-	-	77,880,000	900,000	131,717,443	215,473,432

(1) Wheelage Excise Tax amount

(2) Includes Ramsey and Washington County Regional Railroad Levys and Transit Sales & Use Tax

APPROVED CAPITAL IMPROVEMENT PROJECTS BY DEPARTMENT FOR 2022-2023

SCHEDULE 1
(Continued)

CIP REGULAR PROJECTS - \$6,000,000 CIP BONDS + \$210,722,443 OTHER FUNDING - 2023

CIP PROJ. PAGE NO. NO.	DEPARTMENT NAME/PROJECT TITLE	COMBINED RANK	2023 FUNDING SOURCE						2023 TOTAL APPROVED
			CIP BONDS	COUNTY LEVY	COUNTY OTHER	FEDERAL	STATE	MUNICIPAL/ OTHER	
	HEALTH & WELLNESS								
	CARE CENTER								
1	Card Access and Camera System Design & Replacement	6	50,000	-	-	-	-	-	50,000
5	Roof Replacement	10	73,444	-	-	-	-	-	73,444
4	Building Automation System Upgrade	21	178,000	-	-	-	-	-	178,000
	LAKE OWASSO RESIDENCE								
4	Roof and Gutters Systems Replacement	18	428,577	-	-	-	-	-	428,577
	TOTAL HEALTH & WELLNESS		730,021	-	-	-	-	-	730,021
	SAFETY & JUSTICE								
	EMERGENCY COMMUNICATIONS								
3	Arden Hills Generator Replacement	Not Ranked	-	-	225,000 (1)	-	-	-	225,000
	SHERIFF								
2	Patrol Station Security	15	211,789	-	-	-	-	-	211,789
	TOTAL SAFETY & JUSTICE		211,789	-	225,000	-	-	-	436,789
	OTHER								
-----	Bond Issuance Costs	Not Ranked	82,201	-	-	-	-	-	82,201
	TOTAL OTHER		82,201	-	-	-	-	-	82,201
	TOTAL CIP REGULAR PROJECTS		6,000,000	-	225,000	77,880,000	900,000	131,717,443	216,722,443

(1) Emergency Communications fund balance

APPROVED CAPITAL IMPROVEMENT PROJECTS BY DEPARTMENT FOR 2022-2023

SCHEDULE 1
(Continued)

CIP MAJOR PROJECTS - \$33,000,000 CIP BONDS - 2023

CIP		COMBINED RANK	2023 FUNDING SOURCE						2023
PROJ.	PAGE		CIP	COUNTY	COUNTY			MUNICIPAL/	TOTAL
NO.	NO.	DEPARTMENT NAME/PROJECT TITLE	BONDS	LEVY	OTHER	FEDERAL	STATE	OTHER	APPROVED
		MAJOR PROJECTS							
----		Building Automation Systems	Not Ranked	700,000	-	-	-	-	700,000
----		Building Exterior Envelope Restoration	Not Ranked	350,000	-	-	-	-	350,000
----		Care Center Heating, Ventilation, & Air Conditioning (HVAC)	Not Ranked	1,464,367	-	-	-	-	1,464,367
----		City Hall/Courthouse Roof & Rooftop Ductwork	Not Ranked	2,150,300	-	-	-	-	2,150,300
----		Goodrich and Manitou Ridge Golf Course Improvements	Not Ranked	2,682,311	-	-	-	-	2,682,311
----		90 West Plato Building Exterior Envelope Renovation	Not Ranked	3,996,481	-	-	-	-	3,996,481
----		Safety and Security Enhancements-Adult Detention Center	Not Ranked	1,545,921	-	-	-	-	1,545,921
----		Strategic Development Opportunities	Not Ranked	20,000,000	-	-	-	-	20,000,000
		TOTAL MAJOR PROJECTS		32,889,380	-	-	-	-	32,889,380
		OTHER							
----		Bond Issuance Costs	Not Ranked	110,620	-	-	-	-	110,620
		TOTAL OTHER		110,620	-	-	-	-	110,620
		TOTAL CIP MAJOR PROJECTS		33,000,000	-	-	-	-	33,000,000

APPROVED CAPITAL IMPROVEMENT PROJECTS BY DEPARTMENT FOR 2022-2023

SCHEDULE 1
(Continued)**BUILDING IMPROVEMENTS/REPAIRS - \$1,100,000 LEVY + \$150,750 OTHER FUNDING - 2023**

CIP PROJ. PAGE NO. NO.	DEPARTMENT NAME/PROJECT TITLE	COMBINED RANK	2023 FUNDING SOURCE						2023 TOTAL APPROVED
			CIP BONDS	COUNTY LEVY	COUNTY OTHER	FEDERAL	STATE	MUNICIPAL/ OTHER	
	BUILDING IMPROVEMENTS / REPAIRS (CAPITAL LEVY)								
----	BLDG IMPROVEMENTS-EXTENSION BARN	Not Ranked	-	33,320	-	-	-	-	33,320
----	BLDG IMPROVEMENTS-LANDMARK CENTER	Not Ranked	-	199,800	-	-	-	-	199,800
----	BLDG IMPROVEMENTS-PARKS	Not Ranked	-	866,880	-	-	125,750	25,000	1,017,630
	TOTAL BUILDING IMPROVEMENTS / REPAIRS (CAPITAL LEVY)		-	1,100,000	-	-	125,750	25,000	1,250,750

BUILDING IMPROVEMENTS - \$3,484,622 RENTAL REVENUES and FUND BALANCES - 2023

CIP PROJ. PAGE NO. NO.	DEPARTMENT NAME/PROJECT TITLE	COMBINED RANK	2023 FUNDING SOURCE						2023 TOTAL APPROVED
			CIP BONDS	COUNTY LEVY	COUNTY OTHER	FEDERAL	STATE	MUNICIPAL/ OTHER	
	BUILDING IMPROVEMENTS - PROPERTY MANAGEMENT								
----	BLDG IMPROVEMENTS - PUBL WKS/PATROL STATION	Not Ranked	-	-	495,721 (1)	-	-	-	495,721
----	BLDG IMPROVEMENTS - LIBRARIES	Not Ranked	-	-	380,838 (1)	-	-	-	380,838
----	BLDG IMPROVEMENTS - CH/CH	Not Ranked	-	-	247,246 (1)	-	-	-	247,246
----	BLDG IMPROVEMENTS - GENERAL BUILDING FUND	Not Ranked	-	-	2,360,817 (1)	-	-	-	2,360,817
	TOTAL BUILDING IMPROVEMENTS - PROPERTY MANAGEMENT		-	-	3,484,622	-	-	-	3,484,622

(1) Dedicated Rental Revenues and Fund Balance from Building Funds

APPROVED CAPITAL IMPROVEMENT PROJECTS BY DEPARTMENT FOR 2022-2023

SCHEDULE 1
(Continued)

SUMMARY BY FUNDING AND ACCOUNT CLASSIFICATION FOR 2023

CIP		COMBINED RANK	2023 FUNDING SOURCE					2023	
PROJ. PAGE	NO.		CIP BONDS	COUNTY LEVY	COUNTY OTHER	FEDERAL	STATE	MUNICIPAL/ OTHER	TOTAL APPROVED
NO.	NO.	DEPARTMENT NAME/PROJECT TITLE							
		CIP REGULAR PROJECT BONDS							
		Building Additions, Renovations, Repairs	2,386,021	-	-	-	100,000	-	2,486,021
		Improvements Other Than Buildings	1,531,778	-	225,000	-	80,000	1,599,300	3,436,078
		County Roads/Multi-Modal Projects	2,000,000	-	-	77,880,000	720,000	130,118,143	210,718,143
		Bond Issuance Costs	82,201	-	-	-	-	-	82,201
		TOTAL CIP REGULAR PROJECTS	6,000,000	-	225,000	77,880,000	900,000	131,717,443	216,722,443
		CIP MAJOR PROJECT BONDS							
		Major Projects	32,889,380	-	-	-	-	-	32,889,380
		Bond Issuance Costs	110,620	-	-	-	-	-	110,620
		TOTAL CIP MAJOR PROJECTS	33,000,000	-	-	-	-	-	33,000,000
		BUILDING IMPROVEMENTS / REPAIRS (CAPITAL LEVY)							
		Building Lifecycle Maintenance	-	1,100,000	-	-	125,750	25,000	1,250,750
		TOTAL BUILDING IMPROVEMENTS / REPAIRS (CAPITAL LEVY)	-	1,100,000	-	-	125,750	25,000	1,250,750
		BUILDNG IMPROVEMENTS - PROPERTY MANAGEMENT							
		Building Additions, Renovations, Repairs	-	-	3,484,622	-	-	-	3,484,622
		TOTAL BUILDING IMPROVEMENTS - PROPERTY MANAGEMENT	-	-	3,484,622	-	-	-	3,484,622
		TOTAL CIP PROJECTS APPROVED FOR FUNDING IN 2023	39,000,000	1,100,000	3,709,622	77,880,000	1,025,750	131,742,443	254,457,815

SUMMARY OF PROJECTS FOR 2022 - 2023

CIP PROJ. PAGE NO.	CIP NO.	DEPARTMENT NAME/PROJECT TITLE	COMBINED RANK	2022 - 2023 FUNDING SOURCE						2022-2023 TOTAL APPROVED
				CIP BONDS	COUNTY LEVY	COUNTY OTHER	FEDERAL	STATE	MUNICIPAL/ OTHER	
		ECONOMIC GROWTH & COMMUNITY INVESTMENT								
		PARKS & RECREATION								
1		Bituminous Projects	5	841,060	-	-	-	-	-	841,060
2		Capital Asset Management-Arenas	14	850,000	-	-	-	-	-	850,000
4		Natural Resource Habitat Restoration	21	200,000	-	-	-	-	-	200,000
5		Playground Replacements	17	700,000	-	-	-	-	-	700,000
3		ADA Implementation-County Facilities	20	200,000	-	-	-	100,000	-	300,000
8		Regional Park & Trail CIP/Legacy	Not Ranked	-	-	-	-	1,418,000	3,198,600	4,616,600
		PROPERTY MANAGEMENT								
1		Landmark Center-First System Update	2	239,400	-	-	-	-	-	239,400
2		Building Security System Panel Controls	11	630,000	-	-	-	-	-	630,000
3		Landmark Center-Basement & 5th Floor Restroom Renovation	19	665,000	-	-	-	-	-	665,000
4		Landmark Center-Vertical Heat Pipe System Engineering	23	100,000	-	-	-	-	-	100,000
		CENTRAL FLEET								
1		Hoist Replacement	3	200,000	-	-	-	-	-	200,000
2		Heavy Duty Mobile Column Lifts	16	200,000	-	-	-	-	-	200,000
		PUBLIC WORKS								
1		Pavement Preservation	Not Ranked	4,000,000	-	-	-	440,000	6,765,000	11,205,000
2		County State Aid Highway Road Construction	Not Ranked	-	-	-	3,250,000	2,625,000	58,050,000	63,925,000
3		Multi-Modal Projects	Not Ranked	-	-	-	155,760,000	4,400,000	179,300,000	339,460,000
4		Traffic Signal Upgrades	Not Ranked	-	-	-	-	1,125,000	3,690,000	4,815,000
5		Drainage Systems & Structures	Not Ranked	-	-	-	-	-	1,320,000	1,320,000
6		Comprehensive Bridge Maintenance	Not Ranked	-	-	-	-	-	500,000	500,000
7		Pedestrian & Bike Facilities	Not Ranked	-	-	-	860,000	-	2,665,000	3,525,000
8		ADA Compliance	Not Ranked	-	-	-	-	-	1,400,000	1,400,000
9		Roadway Appurtenances	Not Ranked	-	-	-	-	-	500,000	500,000
-----		Wheelage Tax Transfer to Public Works Operations	Not Ranked	-	-	-	-	-	3,116,353	3,116,353
10		New Equipment	Not Ranked	-	-	-	-	160,000	-	160,000
		TOTAL ECONOMIC GROWTH & COMMUNITY INVESTMENT		8,825,460	-	-	159,870,000	10,268,000	260,504,953	439,468,413

APPROVED CAPITAL IMPROVEMENT PROJECTS BY DEPARTMENT FOR 2022-2023

SCHEDULE 1
(Continued)

SUMMARY OF PROJECTS FOR 2022 - 2023

CIP PROJ. PAGE NO.	NO.	DEPARTMENT NAME/PROJECT TITLE	COMBINED RANK	2022 - 2023 FUNDING SOURCE						2022-2023 TOTAL APPROVED
				CIP BONDS	COUNTY LEVY	COUNTY OTHER	FEDERAL	STATE	MUNICIPAL/ OTHER	
		HEALTH & WELLNESS								
		CARE CENTER								
3		Card Access and Camera System Design & Replacement	6	102,000	-	-	-	-	-	102,000
1		Exterior Tuck Pointing - Brick Repair	13	95,250	-	-	-	-	-	95,250
5		Plumbing System Update	4	290,000	-	-	-	-	-	290,000
2		Building Automation System Upgrade	21	178,000	-	-	-	-	-	178,000
4		Roof Replacement	10	73,444	-	-	-	-	-	73,444
		LAKE OWASSO RESIDENCE								
1		Fire Alarm System & Device Replacement	1	80,000	-	-	-	-	-	80,000
2		Resident Houses Bathroom Repairs	7	108,760	-	-	-	-	-	108,760
3		Heating, Venting & Air Conditioning (HVAC) Replacement	9	188,851	-	-	-	-	-	188,851
4		Roof and Gutters Systems Replacement	18	428,577	-	-	-	-	-	428,577
		TOTAL HEALTH & WELLNESS		1,544,882	-	-	-	-	-	1,544,882
		SAFETY & JUSTICE								
		EMERGENCY COMMUNICATIONS								
1		Emergency Communications Dispatch Center Renovation	Not Ranked	-	-	980,000	-	-	-	980,000
2		Arden Hills UPS Replacement	Not Ranked	-	-	125,000	-	-	-	125,000
3		Arden Hills Generator Replacement	Not Ranked	-	-	225,000	-	-	-	225,000
		SHERIFF								
3		Water Patrol Station Security	12	478,900	-	-	-	-	-	478,900
1		Patrol Station Security	15	898,500	-	-	-	-	-	898,500
2		Water Patrol Search, Rescue, & Recover Equipment	8	87,856	-	-	-	-	-	87,856
		TOTAL SAFETY & JUSTICE		1,465,256	-	1,330,000	-	-	-	2,795,256
		OTHER								
-----		Bond Issuance Costs	Not Ranked	164,402	-	-	-	-	-	164,402
		TOTAL OTHER		164,402	-	-	-	-	-	164,402
		TOTAL CIP REGULAR PROJECTS		12,000,000	-	1,330,000	159,870,000	10,268,000	260,504,953	443,972,953

APPROVED CAPITAL IMPROVEMENT PROJECTS BY DEPARTMENT FOR 2022-2023

SCHEDULE 1
(Continued)

SUMMARY OF PROJECTS FOR 2022 - 2023

CIP PROJ. PAGE NO. NO.	DEPARTMENT NAME/PROJECT TITLE	COMBINED RANK	2022 - 2023 FUNDING SOURCE						2022-2023 TOTAL APPROVED
			CIP BONDS	COUNTY LEVY	COUNTY OTHER	FEDERAL	STATE	MUNICIPAL/ OTHER	
	MAJOR PROJECTS								
----	Building Automation Systems	Not Ranked	4,184,721	-	-	-	-	-	4,184,721
----	Building Exterior Envelope Restoration	Not Ranked	350,000	-	-	-	-	-	350,000
----	Care Center Heating, Ventilation, & Air Conditioning (HVAC)	Not Ranked	1,627,167	-	-	-	-	-	1,627,167
----	City Hall/Courthouse Roof & Rooftop Ductwork	Not Ranked	2,150,300	-	-	-	-	-	2,150,300
----	Goodrich and Manitou Ridge Golf Course Improvements	Not Ranked	6,736,546	-	-	-	-	-	6,736,546
----	Metro Square Exterior Envelope Assessment & Repair	Not Ranked	3,559,552	-	-	-	-	-	3,559,552
----	90 West Plato Building Exterior Envelope Renovation	Not Ranked	4,228,991	-	-	-	-	-	4,228,991
----	Safety and Security Enhancements-Adult Detention Center	Not Ranked	2,957,721	-	-	-	-	-	2,957,721
----	Strategic Development Opportunities	Not Ranked	40,000,000	-	-	-	-	-	40,000,000
----	Bond Issuance Costs	Not Ranked	205,002	-	-	-	-	-	205,002
	TOTAL MAJOR PROJECTS		<u>66,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>66,000,000</u>

APPROVED CAPITAL IMPROVEMENT PROJECTS BY DEPARTMENT FOR 2022-2023

SCHEDULE 1
(Continued)

SUMMARY OF PROJECTS FOR 2022 - 2023

CIP PROJ. PAGE NO. NO.	DEPARTMENT NAME/PROJECT TITLE	COMBINED RANK	2022 - 2023 FUNDING SOURCE						2022-2023 TOTAL APPROVED
			CIP BONDS	COUNTY LEVY	COUNTY OTHER	FEDERAL	STATE	MUNICIPAL/ OTHER	
	BUILDING IMPROVEMENTS/REPAIRS								
-----	BLDG IMPROVEMENTS-EXTENSION BARN	Not Ranked	-	66,640	-	-	-	-	66,640
-----	BLDG IMPROVEMENTS-LANDMARK CENTER	Not Ranked	-	399,600	-	-	-	-	399,600
-----	BLDG IMPROVEMENTS-PARKS	Not Ranked	-	1,733,760	-	-	272,960	50,000	2,056,720
	TOTAL BUILDING IMPROVEMENTS/REPAIRS		-	2,200,000	-	-	272,960	50,000	2,522,960
	BUILDING IMPROVEMENTS - PROPERTY MANAGEMENT								
-----	BLDG IMPROVEMENTS - PUBL WKS/PATROL STATION	Not Ranked	-	-	991,442	-	-	-	991,442
-----	BLDG IMPROVEMENTS - LIBRARIES	Not Ranked	-	-	761,676	-	-	-	761,676
-----	BLDG IMPROVEMENTS - CH/CH	Not Ranked	-	-	494,492	-	-	-	494,492
-----	BLDG IMPROVEMENTS - GENERAL BUILDING FUND	Not Ranked	-	-	4,721,634	-	-	-	4,721,634
	TOTAL BUILDING IMPROVEMENTS - PROPERTY MANAGEMENT		-	-	6,969,244	-	-	-	6,969,244
	TOTAL CIP PROJECTS APPROVED FUNDING FOR 2022 - 2023		<u>78,000,000</u>	<u>2,200,000</u>	<u>8,299,244</u>	<u>159,870,000</u>	<u>10,540,960</u>	<u>260,554,953</u>	<u>519,465,157</u>