



TOWN OF HUACHUCA CITY

The Sunset City

**HUACHUCA CITY TOWN COUNCIL
PUBLIC MEETING NOTICE
Thursday, March 23, 2023, at 6:00 PM
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616**

AGENDA

A. Call to Order – Mayor

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum
- c. Invocation

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.

B. Call to the Public – Mayor

A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

C. Consent Agenda - Mayor

All items listed in the Consent Agenda are considered routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a Member of the Town Council requests that an item or items be removed for discussion. Council Members may ask questions without removal of the item from the Consent Agenda. Items removed from the Consent Agenda are considered in their normal sequence as listed on the agenda, unless called out of sequence.

- C.1 Consider approval of the Minutes of the Regular Council Meeting held on March 9, 2023.
- C.2 Consider approval of the Payment Approval Report.
- C.3 Consider approval of the disposal of a Ford Fire Truck on Public Surplus.

D. Unfinished Business before the Council – Mayor

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

E. New Business Before Council - Mayor

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

E.1 Discussion and/or Action [Spencer Forsberg]: Mr. Forsberg will present the Town's financials for the months of January and February.

E.2 Discussion and/or Action [Mayor Wallace]: PROCLAMATION NO. 2023-05 - A PROCLAMATION OF THE MAYOR DECLARING THE MONTH OF APRIL, 2023, AS GARDEN MONTH IN THE TOWN OF HUACHUCA CITY.

E.3 Discussion and/or Action [Mayor Wallace]: PROCLAMATION NO. 2023-06- A PROCLAMATION OF THE MAYOR DECLARING THE MONTH OF APRIL, 2023, AS SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH IN THE TOWN OF HUACHUCA CITY.

E.4 Discussion and/or Action [Mayor Wallace]: PROCLAMATION NO. 2023-08- A PROCLAMATION OF THE MAYOR DECLARING THE MONTH OF APRIL, 2023, AS FAIR HOUSING MONTH IN THE TOWN OF HUACHUCA CITY.

E.5 Discussion and/or Action [Mayor Wallace]: ORDINANCE NO. 2023-06 – Second reading of AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, AMENDING THE TOWN CODE TITLE 15 “BUILDINGS AND CONSTRUCTION,” CHAPTER 15.60 “PLAN REVIEW,” AND CHAPTER 15.65 “BUILDING PERMIT FEES,” TO ADOPT CHANGES TO THE REQUIREMENTS FOR PLAN REVIEW AND BUILDING PERMITS WHEN MAKING CERTAIN REPAIRS OR IMPROVEMENTS TO REAL PROPERTY.

E.6 Discussion and/or Action [Mayor Wallace]: ORDINANCE NO. 2023-07- First reading of AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY AMENDING THE TOWN CODE TITLE 15 “BUILDINGS AND CONSTRUCTION,” CHAPTER 15.70 “FENCES,” TO ADOPT CHANGES TO THE REQUIREMENTS FOR BUILDING AND REPAIRING FENCES.

E.7 Discussion and/or Action [Jim Halterman]: Approval of repairs to the Caterpillar D8R Dozer in the amount of \$39,875.03.

E.8 Discussion and/or Action [Stephanie Fulton]: Approval to apply for a Library Services & Technology Act ["LSTA"] grant from the AZ State Library to install a StoryWalk® in Leffingwell Park.

E.9 Discussion and/or Action [Stephanie Fulton]: The federal Schools and Libraries (E-rate) Program provides discounts to assist eligible schools and libraries to obtain affordable internet access and telecommunications services. Staff seeks Council approval of the selection of Cox Communications as the E-rate and internet provider for the Town's library.

E.10 Discussion and/or Action [Suzanne Harvey]: Approval of a contract for budget preparation consulting services.

E.11 Discussion and/or Action [Suzanne Harvey]: Approval of an amendment to the contract with Waste Management for refuse services to the Town, modifying the price index rate calculation for the annual contract price adjustment for inflation.

E.12 Discussion and/or Action [Suzanne Harvey]: Approval to draft a new fee schedule for the Town's Landfill services for advertisement and future consideration by the Council after public comment is received.

F. Reports of Current Events by Council

G. Adjournment

Posted at 5:00 PM on March , 2023, at the following locations:

Town Hall Bulletin Board 500 N. Gonzales Blvd. Huachuca City, AZ 85616	Town Hall Lobby 500 N. Gonzales Blvd. Huachuca City, AZ 85616	Town Website https://huachucacityaz.gov
Huachuca City U.S. Post Office 690 N. Gonzales Blvd. Huachuca City, AZ 85616	Huachuca City Library 506 N. Gonzales Blvd. Huachuca City, AZ 85616	Huachuca City Police Department 500 N. Gonzales Blvd. Huachuca City, AZ 85616

Ms. Brandye Thorpe

Town Clerk

Note: This meeting is open to the public. All interested people are welcome to attend. A copy of agenda background material provided to the Councilmembers, with the exception of confidential material relating to possible executive sessions, is available for public inspection at the Town Clerk's Office, 500 N. Gonzales Blvd., Huachuca City, AZ 85616, Monday through Friday from 8:00 a.m. to 5:00 p.m. or online at www.huachucacityaz.gov

Individuals with disabilities who need a reasonable accommodation to attend or communicate at a town meeting, or who require this information in alternate format, may contact the Town at 456-1354 (TTY 456-1353) to make their needs known. Requests should be made as early as possible so there is sufficient time to respond.



TOWN OF HUACHUCA CITY

The Sunset City

**MEETING MINUTES OF THE
HUACHUCA CITY TOWN COUNCIL
February 23, 2023 AT 6:00 PM
COUNCIL CHAMBERS
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616**

AGENDA

A. Call to Order – Mayor 6:00pm.

**a. Pledge of Allegiance
Mayor Wallace**

b. Roll Call and Ascertain Quorum

c. Invocation

Elder Thomas leads the invocation.

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.

B. Call to the Public – Mayor


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C. Consent Agenda - Mayor

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 **Motion:** Approval of the Items on the Consent Agenda, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

- C.1 Consider approval of the Minutes of the Regular Council Meeting held on February 23, 2023.
- C.2 Consider approval of the Payment Approval Report.
- C.3 Consider approval of the disposal of a 2018 FORD Fiesta Grey 3FADP4EJ8JM114628 and a 2008 Nissan Altima BLK 1N4AL21E18N529687 through Public Surplus.

 **Motion:** Item of the Consent Agenda, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.
Motion passed unanimously.


D. Unfinished Business before the Council – Mayor

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

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Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

- E.1 Discussion and/or Action [Mayor Wallace]: Fry Fire Chief Mark Savage will present the quarterly update on fire protection and emergency medical services.


 **Motion:** Fry Fire Chief Mark Savage will present the quarterly update on fire protection and emergency medical services, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

The floor was opened for Fire Chief Mark Savage. He reported that Fry Fire had transported thirteen (13) people, responded to two (2) fire calls, and a significant motor vehicle accident

at Mustang Conners that they provided support with. He was happy to report they have good response times. Fry Fire is very happy with the support of the town and Council. He also reported to the Council that they (Fry Fire), have smoke detectors available for the public. One of the Firefighters who was out with an injury is back to work. Engine 161 and 1611 suffered minor contact. Reports are being prepared and the damage is already mostly repaired. Fry Fire will soon be using Thermal imaging equipment. They are also going to apply for a SAFR grant (Staffing for Adequate Fire Response).

Mayor and Council commended the Fire Chief for the great job the Fire Dept. is doing. Mayor Wallace also commented on the Firefighters being very lively and personable and that they join the walks with Healthy Huachuca City.

E.2 Discussion and/or Action [Mayor Wallace]: PROCLAMATION NO. 2023-04 - DECLARING THE MONTH OF MARCH, 2023, AS WOMEN'S HISTORY MONTH IN THE TOWN OF HUACHUCA CITY.

 **Motion:** Proclamation NO. 2023-04 - Declaring the month of March, 2023, as Women's History Month in the Town of Huachuca City, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Debra Trate.

E.3 Discussion and/or Action [Suzanne Harvey]: RESOLUTION NO. 2023-06 - APPROVING AN INTERGOVERNMENTAL SERVICES AGREEMENT WITH THE FT. HUACHUCA ARMY GARRISON FOR TOWN-PROVIDED SHUTTLE SERVICES.


 **Motion:** Resolution NO. 2023-06 - Approving an Intergovernmental Services Agreement with the FT. Huachuca Army Garrison for town-provided shuttle services., **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Debra Trate.

Christy Hirshberg excused herself due to her employment with the Army Garrison. Mayor Wallace explained how this will be good for that Town. How the Town would be providing shuttle services to students on FT. Huachuca. It's a multi-year multimillion dollar contract that we won that will bring in revenue to the town.

Council had no questions.

 **Motion:** To Approve Resolution 2023-06 - Approving an Intergovernmental Services Agreement with the FT. Huachuca Army Garrison for Town- provided shuttle services, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Jeffrey Ferro.
Motion passed unanimously.

E.4 Discussion and/or Action [Mayor Wallace]: ORDINANCE NO. 2023-06 – First reading of AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, AMENDING THE TOWN CODE TITLE 15 "BUILDINGS AND CONSTRUCTION," CHAPTER 15.60 "PLAN REVIEW," AND CHAPTER 15.65 "BUILDING PERMIT FEES," TO ADOPT CHANGES TO THE REQUIREMENTS FOR PLAN REVIEW AND BUILDING PERMITS WHEN MAKING CERTAIN REPAIRS OR IMPROVEMENTS TO REAL PROPERTY.

 **Motion:** Ordinance No.2023-06 - First reading of An Ordinance of the Mayor and Town Council of the Town of Huachuca City, Amending the Town Code Title 15 "Buildings and Construction", Chapter 15.60 " Plan Review", and Chapter 15.65 "Building Permit Fees", to adopt

changes to the requirements for plan review and building permits when making certain repairs or improvements to real property , **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Mayor Wallace requested that the Council look at the information they had been provided and if they had any question to please send them to Doctor Jim Johnson through email, while tagging Brandye and Suzanne in any emails. The second reading is planned for the next Council Meeting so any questions need to be brought up by March 17th at the latest. Doctor Jim Johnson directed the Council to look at page 10, section 15.65.020 the Alternative Building Evaluation Fee Schedule that the first paragraph had been marked to be removed actually needs to stay in and the second paragraph was being moved to a different section. He went over it all briefly, largely showing how all the changes are being made with the Councils goal of Simplifying the Code. Councilmember Trate Asked about if we need to put in to Code for "Handymen" and if that is applicable for this Code. Mayor Wallace explained that we have a Code for Business Licenses.

E. Reports of Current Events by Council

Councilmember Trate Attend the Business Meeting for the Town. She mentioned trying to get more participation.

Councilmember Butterworth mentioned the Food Distribution coming up on the 17th. She attended both the Cox Meeting and the Business Owner Meeting and she'll be attending the Residents Town Meeting. She also mentioned the Spring Fling Meal coming up.

Councilmember Hirshberg was at the Meeting for Business Owners also.

Mayor Wallace was at the Business Owner Meeting. He was very Happy with the turn out and information given at the COX meeting that took place on the 8th. He met with Arizona Public Media to talk to them about the COX appointment and he has been in contact with AZ Central also wanting to talk about COX coming to town. Next Friday is the Hispanic Chamber mixer.

G. Adjournment

 **Motion:** Adjournment, **Action:** Adjourn, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion passed unanimously.

Approved by Mayor Johann R. Wallace on March 23, 2023.

Mr. Johann R. Wallace
Mayor

Attest: _____
Ms. Brandye Thorpe,
Town Clerk

Seal:

Certification

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on March 9, 2023. I further certify that the meeting was duly called and a quorum was present.

Ms. Brandye Thorpe,
Town Clerk

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only paid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Bisbee Hospital Association							
10639	Bisbee Hospital Association	80014288	Rabies antibody test (titer)	03/06/2023	100.00	100.00	10-51-463
10639	Bisbee Hospital Association	80014288	Rabies vaccine (if necessary)	03/06/2023	375.00	375.00	10-51-463
Total Bisbee Hospital Association:					475.00	475.00	
Brandye Thorpe							
10331	Brandye Thorpe	329	PSPRS Conference Hotel/WF car	03/02/2023	206.50	206.50	10-43-660
Total Brandye Thorpe:					206.50	206.50	
Caselle, Inc							
1745	Caselle, Inc	123114	Software License- GF	03/01/2023	201.00	201.00	10-43-480
1745	Caselle, Inc	123114	Software License- Water	03/01/2023	201.00	201.00	51-40-804
1745	Caselle, Inc	123114	Software License- Sewer	03/01/2023	201.00	201.00	52-40-480
1745	Caselle, Inc	123114	Software License- LF	03/01/2023	201.00	201.00	55-40-804
Total Caselle, Inc:					804.00	804.00	
Caterpillar Financial Services Co.							
1760	Caterpillar Financial Services Co.	33638835	001-0959151-001 Model/Serial: D	03/11/2023	3,450.87	3,450.87	55-40-705
1760	Caterpillar Financial Services Co.	33638835	001-0959151-000 Model/Serial: 8	03/11/2023	3,313.82	3,313.82	55-40-705
Total Caterpillar Financial Services Co.:					6,764.69	6,764.69	
DEMCO							
1981	DEMCO	7266110	Laminated Tape 1/2" x 26'	02/22/2023	61.08	61.08	10-62-290
1981	DEMCO	7266110	Clear Glossy Label Protectors, 10	02/22/2023	60.89	60.89	10-62-290
1981	DEMCO	7266110	Skinny Label R Rated	02/22/2023	21.38	21.38	10-62-290
1981	DEMCO	7266110	Skinny G Rated labels	02/22/2023	10.69	10.69	10-62-290
1981	DEMCO	7266110	Skinny PG Rated labels	02/22/2023	10.69	10.69	10-62-290
1981	DEMCO	7266110	Skinny NR Rated labels	02/22/2023	10.69	10.69	10-62-290
1981	DEMCO	7266110	Ployfit Center Cut Book Jacket Co	02/22/2023	65.49	65.49	10-62-290
1981	DEMCO	7266110	Skinny PG-13 Rated labels	02/22/2023	59.32	59.32	10-62-290
Total DEMCO:					300.23	300.23	
Empire Southwest, LLC							
2220	Empire Southwest, LLC	EMPC0819136	816K Packer Parks for PM!	03/09/2023	1,046.24	1,046.24	55-40-610
2220	Empire Southwest, LLC	EMPS5907896	Engine Filters for the 816K and th	03/10/2023	303.18	303.18	55-40-610
Total Empire Southwest, LLC:					1,349.42	1,349.42	
Gerald Hursh							
10336	Gerald Hursh	2023-01	Breakfast	03/20/2023	16.00	16.00	10-43-660
10336	Gerald Hursh	2023-01	Lunch	03/20/2023	24.00	24.00	10-43-660
10336	Gerald Hursh	2023-01	Dinner	03/20/2023	60.00	60.00	10-43-660
Total Gerald Hursh:					100.00	100.00	
Keith Arnett							
1483	Keith Arnett	27	Remote Operator Fee for Sewer S	03/12/2023	400.00	400.00	52-40-360

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Total Keith Arnett:					400.00	400.00	
Lal Enterprises, Inc							
3220	Lal Enterprises, Inc	62810	Const. Chemical Toilet Service- La	02/28/2023	57.75	57.75	55-40-360
Total Lal Enterprises, Inc:					57.75	57.75	
Quest Diagnostics							
1070	Quest Diagnostics	9203064561	New Hires- Drug Screening	02/23/2023	144.80	144.80	10-43-102
Total Quest Diagnostics:					144.80	144.80	
Thomas Kelley							
10651	Thomas Kelley	10192022	Refund business license overpay	01/01/2023	6.25	6.25	10-32-110
Total Thomas Kelley:					6.25	6.25	
Tierra Water Management							
10566	Tierra Water Management	838	Water Operator- Feb 2023	03/06/2023	500.00	500.00	51-40-650
Total Tierra Water Management:					500.00	500.00	
Westway Power EQ							
10021	Westway Power EQ	9352-C	Shop Labor	05/10/2022	36.00	36.00	10-57-540
Total Westway Power EQ:					36.00	36.00	
Wicked Limitz Graphics							
4447	Wicked Limitz Graphics	57970-C	Laminated Decals- Town of HC lo	03/11/2022	210.70	210.70	10-51-295
4447	Wicked Limitz Graphics	58588-C	Appreciation Plaque for Spc. Tayl	05/05/2022	46.46	46.46	10-51-665
Total Wicked Limitz Graphics:					257.16	257.16	
Grand Totals:					11,401.80	11,401.80	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
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Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only paid invoices included.

TOWN OF HUACHUCA CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-100 AUTO LIEU TAX	8,652.83	59,406.48	109,768.00	50,361.52	54.1
10-31-200 REAL PROPERTY TAXES	2,192.99	67,148.80	99,754.00	32,605.20	67.3
10-31-240 FRANCHISE TAXES	.00	8,959.35	20,604.00	11,644.65	43.5
10-31-250 CITY SALES TAXES	31,323.40	237,400.72	345,450.00	108,049.28	68.7
10-31-260 STATE SALES TAXES	23,253.58	153,536.33	232,737.00	79,200.67	66.0
TOTAL TAXES	65,422.80	526,451.68	808,313.00	281,861.32	65.1
<u>LICENSES AND PERMITS</u>					
10-32-100 BUILDING PERMITS	860.00	6,981.75	11,000.00	4,018.25	63.5
10-32-110 BUSINESS LICENSES	275.00	5,950.00	10,000.00	4,050.00	59.5
10-32-120 P&Z FEES	.00	.00	3,100.00	3,100.00	.0
TOTAL LICENSES AND PERMITS	1,135.00	12,931.75	24,100.00	11,168.25	53.7
<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-100 STATE REVENUE SHARING	25,672.94	205,383.52	313,832.00	108,448.48	65.4
TOTAL INTERGOVERNMENTAL REVENUE	25,672.94	205,383.52	313,832.00	108,448.48	65.4
<u>CHARGES FOR SERVICE</u>					
10-34-140 AUCTION PROCEEDS	.00	5,511.01	60,000.00	54,488.99	9.2
10-34-160 ANIMAL CONTROL FEES/FINES	40.00	505.00	700.00	195.00	72.1
10-34-170 ADMIN GARBAGE FEES	.00	.00	10,000.00	10,000.00	.0
10-34-530 CITY BUS FEES/DONATIONS	3.25	773.15	1,500.00	726.85	51.5
TOTAL CHARGES FOR SERVICE	43.25	6,789.16	72,200.00	65,410.84	9.4
<u>FINES</u>					
10-35-100 POLICE FINES	3,892.62	39,984.64	105,000.00	65,015.36	38.1
10-35-110 IMPOUND FEES	.00	1,759.00	7,500.00	5,741.00	23.5
10-35-112 TOWING FEES	.00	985.25	3,500.00	2,514.75	28.2
10-35-120 LIBRARY FEES & FINES	143.30	934.76	2,200.00	1,265.24	42.5
10-35-125 IMPUND ADMIN FEES	.00	600.00	4,000.00	3,400.00	15.0
TOTAL FINES	4,035.92	44,263.65	122,200.00	77,936.35	36.2

TOWN OF HUACHUCA CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS REVENUE</u>					
10-36-100 INTEREST	954.17	28,404.72	31,000.00	2,595.28	91.6
10-36-200 UNREALIZED GAIN	(19,960.44)	(18,368.91)	10,000.00	28,368.91	(183.7)
10-36-300 MISC. POLICE REVENUE	.00	6,533.83	6,000.00	(533.83)	108.9
10-36-400 SALE OF FIXED ASSETS	.00	.00	50,000.00	50,000.00	.0
10-36-500 PARKS & REC FACILITY RENTAL	(25.00)	1,173.00	1,500.00	327.00	78.2
10-36-515 SUMMER SPLASH REVENUE	.00	790.00	3,000.00	2,210.00	26.3
10-36-900 MISCELLANEOUS	43.10	10,425.48	10,000.00	(425.48)	104.3
10-36-902 WORKERS' COMP REIMBURSEMENTS	.00	.00	1,000.00	1,000.00	.0
10-36-903 DIESEL SALES (FIRE, SCHOOL)	.00	5,923.57	.00	(5,923.57)	.0
10-36-904 WILDLAND REVENUE	.00	.00	3,000.00	3,000.00	.0
10-36-910 LANDFILL LAND LEASE	58,500.00	468,000.00	702,000.00	234,000.00	66.7
10-36-950 RICO REVENUE(ASSET FORFEITURE)	.00	.00	10,000.00	10,000.00	.0
10-36-966 BUILDING LEASE RENT	.00	.00	15,000.00	15,000.00	.0
10-36-970 WF SAVINGS TRANSFER IN	.00	.00	60,000.00	60,000.00	.0
10-36-971 TOWER LEASE	.00	.00	1.00	1.00	.0
10-36-990 MUFFIN MONSTER REPAYMENT	.00	.00	3,500.00	3,500.00	.0
10-36-999 DAILY CASH REC OVER/SHORT ACCT	.00	.00	100.00	100.00	.0
TOTAL MISCELLANEOUS REVENUE	39,511.83	502,881.69	906,101.00	403,219.31	55.5
<u>TOWN GRANTS</u>					
10-37-165 DONATIONS - ANIMAL CONTROL	.00	.00	1,000.00	1,000.00	.0
10-37-456 DONATIONS - LIBRARY	200.00	1,097.00	3,000.00	1,903.00	36.6
10-37-457 LIBRARY GRANT	.00	6,250.00	50,000.00	43,750.00	12.5
10-37-458 SENIOR CENTER GRANT	.00	.00	25,000.00	25,000.00	.0
10-37-459 SUMMER SPLASH DONATION	.00	720.00	5,000.00	4,280.00	14.4
10-37-467 POLICE DONATIONS	.00	10.00	5,000.00	4,990.00	.2
10-37-480 SUMMER SPLASH GRANT	.00	.00	5,000.00	5,000.00	.0
10-37-906 GRANTS - POLICE AZDOHS	.00	.00	250,000.00	250,000.00	.0
10-37-908 GRANTS - IT	.00	.00	15,000.00	15,000.00	.0
10-37-909 BUILDING REGULATION GRANT	.00	.00	10,000.00	10,000.00	.0
10-37-911 GRANTS - POLICE AZGOHS	.00	316.72	100,000.00	99,683.28	.3
10-37-913 USDA EQUIPMENT GRANT	.00	.00	60,000.00	60,000.00	.0
10-37-919 CITY BUS GRANT	.00	.00	100,000.00	100,000.00	.0
10-37-920 GENERAL ADMIN GRANT	.00	.00	50,000.00	50,000.00	.0
10-37-921 POLICE GRANT	.00	.00	180,000.00	180,000.00	.0
10-37-925 MISC GRANTS	.00	.00	150,000.00	150,000.00	.0
10-37-963 E-RATE	.00	.00	25,000.00	25,000.00	.0
10-37-965 SCBA GRANT	.00	.00	200,000.00	200,000.00	.0
10-37-968 PUBLIC WORKS GRANT	.00	.00	20,000.00	20,000.00	.0
10-37-969 COURT GRANT	.00	.00	10,000.00	10,000.00	.0
10-37-970 BACK TO SCHOOL DONATIONS	.00	1,225.00	5,000.00	3,775.00	24.5
10-37-971 COMMUNITY EVENTS DONATIONS	.00	.00	2,000.00	2,000.00	.0
TOTAL TOWN GRANTS	200.00	9,618.72	1,271,000.00	1,261,381.28	.8

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
TOTAL FUND REVENUE	136,021.74	1,308,320.17	3,517,746.00	2,209,425.83	37.2

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COUNCIL</u>					
10-42-100 PERSONNEL SERVICES	750.00	6,750.00	11,000.00	4,250.00	61.4
10-42-130 EMPLOYEE BENEFITS	59.19	532.72	950.00	417.28	56.1
10-42-220 ATTORNEY FEES	4,857.50	16,880.00	45,000.00	28,120.00	37.5
10-42-290 OFFICE SUPPLIES	.00	.00	800.00	800.00	.0
10-42-530 COMMUNITY RELATIONS	.00	.00	300.00	300.00	.0
10-42-640 MEMBERSHIPS	.00	5,772.00	8,000.00	2,228.00	72.2
10-42-660 TRAVEL AND TRAINING	.00	.00	2,000.00	2,000.00	.0
TOTAL COUNCIL	5,666.69	29,934.72	68,050.00	38,115.28	44.0
<u>GENERAL ADMINISTRATION</u>					
10-43-100 PERSONNEL SERVICES	5,283.17	86,196.07	141,107.20	54,911.13	61.1
10-43-102 NEW HIRE	69.00	207.00	2,300.00	2,093.00	9.0
10-43-105 OVERTIME	.00	33.65	100.00	66.35	33.7
10-43-122 MISCELLANEOUS	29.00	(3,802.24)	500.00	4,302.24	(760.5)
10-43-130 EMPLOYEE BENEFITS	683.67	15,286.96	33,620.00	18,333.04	45.5
10-43-250 ADVERTISING	.00	1,307.69	5,000.00	3,692.31	26.2
10-43-271 TELEPHONE	386.69	3,071.91	5,000.00	1,928.09	61.4
10-43-280 INSURANCE	.00	5,571.95	13,750.00	8,178.05	40.5
10-43-300 PRINTING	47.34	207.29	750.00	542.71	27.6
10-43-340 UTILITIES	834.70	7,992.36	9,500.00	1,507.64	84.1
10-43-366 INMATE LABOR	140.79	971.10	1,800.00	828.90	54.0
10-43-440 POSTAGE	.00	342.83	900.00	557.17	38.1
10-43-460 SUPPLIES	.00	1,731.26	6,000.00	4,268.74	28.9
10-43-462 PEST CONTROL	39.00	49.00	468.00	419.00	10.5
10-43-470 VEHICLE EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-43-475 FUEL EXPENSE	.00	.00	800.00	800.00	.0
10-43-480 COMPUTER EXPENSE	558.77	2,692.90	6,000.00	3,307.10	44.9
10-43-610 EQUIPMENT MAINTENANCE	.00	21.10	100.00	78.90	21.1
10-43-640 MEMBERSHIP	.00	1,000.00	1,660.00	660.00	60.2
10-43-650 AUDIT	1,625.00	7,837.50	45,000.00	37,162.50	17.4
10-43-660 TRAVEL AND TRAINING	.00	(364.00)	4,500.00	4,864.00	(8.1)
10-43-690 ELECTION SUPPLIES	.00	800.00	1,000.00	200.00	80.0
10-43-703 CODIFYING/DIGITIZING	.00	.00	3,000.00	3,000.00	.0
10-43-704 HUNT PROJECT	.00	.00	50,000.00	50,000.00	.0
10-43-705 DEBT:CAP LEASE EXP (830 AZ ST)	.00	27,139.41	34,000.00	6,860.59	79.8
10-43-840 CAPITAL OUTLAY - EQUIPMENT	.00	1,011.07	2,011.00	999.93	50.3
10-43-841 CAPITAL OUTLAY - PROJECTS	.00	.00	10,000.00	10,000.00	.0
10-43-850 DEBT: HURF REPAYMENT	.00	.00	3,000.00	3,000.00	.0
10-43-960 TRANSFER TO SAVINGS	.00	.00	104,297.94	104,297.94	.0
TOTAL GENERAL ADMINISTRATION	9,697.13	159,304.81	487,164.14	327,859.33	32.7

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MAGISTRATE</u>					
10-45-100 PERSONNEL SERVICES	923.00	14,408.10	24,048.00	9,639.90	59.9
10-45-105 OVERTIME	3.50	101.45	250.00	148.55	40.6
10-45-120 PROSECUTION FEES	536.00	3,133.00	9,000.00	5,867.00	34.8
10-45-130 EMPLOYEE BENEFITS	186.82	3,760.82	8,766.00	5,005.18	42.9
10-45-221 COURT APPT ATTORNEYS	.00	2,120.00	7,000.00	4,880.00	30.3
10-45-250 CONTRACT LABOR-PRO TEM	150.00	840.00	800.00	(40.00)	105.0
10-45-290 OFFICE SUPPLIES	.00	.00	500.00	500.00	.0
10-45-360 CONTRACT LABOR-JUDGE	900.00	8,550.00	14,400.00	5,850.00	59.4
10-45-361 CONTRACT LABOR - SECURITY	.00	135.00	.00	(135.00)	.0
10-45-480 COMPUTER EXPENSE	.00	1,211.52	2,500.00	1,288.48	48.5
10-45-650 AUDIT	.00	.00	4,000.00	4,000.00	.0
10-45-660 TRAVEL/TRAINING	.00	34.65	2,000.00	1,965.35	1.7
10-45-810 JAIL FEES	.00	318.06	.00	(318.06)	.0
TOTAL MAGISTRATE	2,699.32	34,612.60	73,264.00	38,651.40	47.2
<u>IT</u>					
10-48-100 PERSONNEL SERVICES	.00	.00	15,600.00	15,600.00	.0
10-48-101 CONTRACT LABOR	.00	.00	7,000.00	7,000.00	.0
10-48-130 EMPLOYEE BENEFITS	.00	.00	1,290.00	1,290.00	.0
10-48-210 SUBSCRIPTIONS	.00	16,478.42	29,000.00	12,521.58	56.8
10-48-275 CELL PHONE	.00	9,998.33	16,800.00	6,801.67	59.5
10-48-450 EQUIPMENT	.00	.00	7,500.00	7,500.00	.0
10-48-481 INTERNET	.00	7,873.83	13,000.00	5,126.17	60.6
10-48-804 SOFTWARE LICENSING	.00	1,462.95	2,462.00	999.05	59.4
TOTAL IT	.00	35,813.53	92,652.00	56,838.47	38.7

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
10-51-100 PERSONNEL SERVICES	8,671.25	178,495.34	314,652.00	136,156.66	56.7
10-51-105 OVERTIME	220.50	10,312.36	13,000.00	2,687.64	79.3
10-51-110 UNIFORM EXPENSE	100.00	2,430.53	3,600.00	1,169.47	67.5
10-51-130 EMPLOYEE BENEFITS	1,154.57	38,534.63	109,046.00	70,511.37	35.3
10-51-135 PUBLIC SAFETY RETIREMENT	1,556.04	36,847.83	62,507.00	25,659.17	59.0
10-51-222 SEACOM/CCSO CONTRACT	.00	40,975.00	81,950.00	40,975.00	50.0
10-51-230 PROFESSIONAL SERVICES	.00	290.00	1,500.00	1,210.00	19.3
10-51-231 PSPRS ATTORNEY	.00	108.00	4,500.00	4,392.00	2.4
10-51-240 PROSECUTION FEES	954.18	2,730.21	.00	(2,730.21)	.0
10-51-271 TELEPHONE	158.51	1,528.32	3,500.00	1,971.68	43.7
10-51-290 OFFICE SUPPLIES	.00	786.87	1,000.00	213.13	78.7
10-51-295 PRINTING	57.37	526.55	1,000.00	473.45	52.7
10-51-340 UTILITIES	473.95	3,718.54	6,711.03	2,992.49	55.4
10-51-366 INMATE LABOR	15.61	96.04	.00	(96.04)	.0
10-51-430 HUMANE SUPPLIES	.00	340.65	.00	(340.65)	.0
10-51-460 MAINTENANCE AND SUPPLIES	.00	587.46	1,500.00	912.54	39.2
10-51-462 PEST CONTROL	39.00	302.00	468.00	166.00	64.5
10-51-463 MEDICINE/VACCINE	.00	.00	500.00	500.00	.0
10-51-466 WEAPONS AND AMMUNITION	.00	.00	2,000.00	2,000.00	.0
10-51-467 SV CONTRACT PAYMENT	.00	.00	6,000.00	6,000.00	.0
10-51-470 VEHICLE EXPENSE	(940.00)	3,507.85	5,000.00	1,492.15	70.2
10-51-475 POLICE FUEL EXPENSE	.00	.00	13,400.00	13,400.00	.0
10-51-505 VEHICLE IMPOUND FEE	143.00	1,384.25	3,000.00	1,615.75	46.1
10-51-510 IMPOUND ADMIN	.00	(300.00)	.00	300.00	.0
10-51-620 EQUIP REPAIR AND MAINTENANCE	.00	809.39	1,400.00	590.61	57.8
10-51-640 MEMBERSHIP	.00	25.00	725.00	700.00	3.5
10-51-660 TRAVEL AND TRAINING	.00	2,987.00	12,000.00	9,013.00	24.9
10-51-665 COMMUNITY RELATIONS	.00	.00	1,000.00	1,000.00	.0
10-51-705 CAPITAL LEASE	.00	412.68	1,200.00	787.32	34.4
10-51-804 SOFTWARE LICENSING	3,555.83	3,555.83	9,700.00	6,144.17	36.7
10-51-810 JAIL FEES	.00	.00	4,000.00	4,000.00	.0
10-51-841 VEHICLE LEASE	.00	26,994.10	26,994.00	(.10)	100.0
10-51-850 NEW EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
10-51-856 BODY WORN CAMERA PROG.	.00	.00	7,499.00	7,499.00	.0
10-51-950 RICO (ASSET FORFEITURE)	.00	.00	10,000.00	10,000.00	.0
TOTAL POLICE	16,159.81	357,986.43	710,352.03	352,365.60	50.4

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE</u>					
10-53-100 PERSONNEL SERVICES	.00	9,775.00	30,000.00	20,225.00	32.6
10-53-130 EMPLOYEE BENEFITS	.00	1,099.71	4,000.00	2,900.29	27.5
10-53-340 UTILITIES	512.95	3,962.55	6,711.00	2,748.45	59.1
10-53-360 FIRE SERVICES	.00	184,395.50	360,000.00	175,604.50	51.2
10-53-450 EQUIPMENT/SUPPLIES	.00	1,226.71	10,000.00	8,773.29	12.3
10-53-470 VEHICLE EXPENSE	.00	897.60	2,000.00	1,102.40	44.9
10-53-475 FUEL EXPENSE	.00	.00	2,000.00	2,000.00	.0
10-53-516 PRESUMPTIVE CANCER COVERAGE	.00	4,179.21	5,000.00	820.79	83.6
10-53-610 EQUIPMENT MAINTENANCE	.00	510.00	5,000.00	4,490.00	10.2
TOTAL FIRE	512.95	206,046.28	424,711.00	218,664.72	48.5
<u>BUILDING REGULATION</u>					
10-54-360 CONTRACT LABOR	4,500.00	31,004.79	55,000.00	23,995.21	56.4
10-54-760 BLDG REGULATION SUPPLIES	.00	.00	1,000.00	1,000.00	.0
10-54-801 ABATEMENT	.00	.00	12,000.00	12,000.00	.0
TOTAL BUILDING REGULATION	4,500.00	31,004.79	68,000.00	36,995.21	45.6
<u>PUBLIC WORKS</u>					
10-57-100 PERSONNEL SERVICES	1,485.11	8,784.12	16,262.83	7,478.71	54.0
10-57-105 OVERTIME	27.00	276.44	500.00	223.56	55.3
10-57-110 UNIFORM EXPENSE	31.19	271.43	390.00	118.57	69.6
10-57-130 EMPLOYEE BENEFITS	190.75	1,931.24	8,500.00	6,568.76	22.7
10-57-340 UTILITIES	6.82	15,218.30	30,000.00	14,781.70	50.7
10-57-366 INMATE LABOR	59.44	466.72	1,400.00	933.28	33.3
10-57-460 MAINTENANCE AND SUPPLIES	.00	30.89	1,500.00	1,469.11	2.1
10-57-470 VEHICLE REPAIR/MAINT	.00	585.29	2,500.00	1,914.71	23.4
10-57-475 FUEL EXPENSE	.00	292.85	2,000.00	1,707.15	14.6
10-57-476 DIESEL	12.62	257.17	.00	(257.17)	.0
10-57-500 BUILDING MAINTENANCE	.00	.00	25,000.00	25,000.00	.0
10-57-540 SMALL TOOLS	.00	196.68	2,000.00	1,803.32	9.8
10-57-610 EQUIPMENT MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
TOTAL PUBLIC WORKS	1,812.93	28,311.13	95,052.83	66,741.70	29.8

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CITY POOL</u>					
10-58-100 PERSONNEL SERVICES	.00	9,192.64	14,282.00	5,089.36	64.4
10-58-130 EMPLOYEE BENEFITS	.00	1,043.37	1,750.00	706.63	59.6
10-58-340 UTILITIES	719.86	4,216.55	6,000.00	1,783.45	70.3
10-58-460 MAINTENANCE AND SUPPLIES	.00	1,874.71	4,000.00	2,125.29	46.9
10-58-660 CERTIFYING	.00	.00	500.00	500.00	.0
TOTAL CITY POOL	719.86	16,327.27	26,532.00	10,204.73	61.5
<u>SUMMER SPLASH</u>					
10-59-100 PERSONNEL SERVICES	.00	1,828.25	6,856.00	5,027.75	26.7
10-59-130 EMPLOYEE BENEFITS	.00	166.39	643.00	476.61	25.9
10-59-460 SUPPLIES	.00	.00	300.00	300.00	.0
TOTAL SUMMER SPLASH	.00	1,994.64	7,799.00	5,804.36	25.6
<u>PARKS & RECREATION</u>					
10-60-340 UTILITIES	187.38	1,799.13	6,000.00	4,200.87	30.0
10-60-460 SUPPLIES	.00	.00	1,600.00	1,600.00	.0
10-60-530 COMMUNITY RELATIONS/JULY 4TH	750.00	1,449.31	12,000.00	10,550.69	12.1
TOTAL PARKS & RECREATION	937.38	3,248.44	19,600.00	16,351.56	16.6
<u>LIBRARY AND COMMUNITY SERVICES</u>					
10-62-100 PERSONNEL SERVICES	3,715.23	53,311.72	90,000.00	36,688.28	59.2
10-62-130 EMPLOYEE BENEFITS	365.32	8,069.97	18,581.00	10,511.03	43.4
10-62-271 TELEPHONE	126.66	995.81	2,340.00	1,344.19	42.6
10-62-290 OFFICE SUPPLIES	122.19	122.19	.00	(122.19)	.0
10-62-300 PRINTING	64.73	407.68	1,000.00	592.32	40.8
10-62-340 UTILITIES	423.50	4,607.02	7,500.00	2,892.98	61.4
10-62-366 INMATE LABOR	156.46	1,240.75	1,800.00	559.25	68.9
10-62-460 SUPPLIES	.00	366.21	2,500.00	2,133.79	14.7
10-62-462 PEST CONTROL	39.00	273.00	468.00	195.00	58.3
10-62-476 FUEL	.00	.00	100.00	100.00	.0
10-62-480 COMPUTER EXPENSE	.00	1,250.00	1,500.00	250.00	83.3
10-62-481 INTERNET	.00	1,940.53	3,800.00	1,859.47	51.1
10-62-620 VEHICLE REPAIR & MAINT	.00	236.17	300.00	63.83	78.7
10-62-621 DEBT: E-RATE	.00	4,800.00	9,600.00	4,800.00	50.0
10-62-640 MEMBERSHIP	.00	.00	130.00	130.00	.0
10-62-660 TRAVEL AND TRAINING	.00	.00	500.00	500.00	.0
10-62-703 COMMUNITY RELATIONS	.00	.00	200.00	200.00	.0
10-62-705 CAPITAL LEASE	.00	412.68	1,800.00	1,387.32	22.9
TOTAL LIBRARY AND COMMUNITY SERVICES	5,013.09	78,033.73	142,119.00	64,085.27	54.9

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CITY BUS</u>					
10-65-100 PERSONNEL SERVICES	443.20	4,898.72	10,941.00	6,042.28	44.8
10-65-130 EMPLOYEE BENEFITS	.00	.00	875.00	875.00	.0
10-65-475 FUEL EXPENSE	.00	770.47	3,600.00	2,829.53	21.4
10-65-480 VEHICLE REPAIR & MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
TOTAL CITY BUS	443.20	5,669.19	17,416.00	11,746.81	32.6
<u>SENIOR CENTER</u>					
10-68-290 SUPPLIES	165.00	652.18	1,000.00	347.82	65.2
10-68-340 UTILITIES	139.13	1,568.48	4,000.00	2,431.52	39.2
10-68-450 EQUIPMENT	.00	.00	600.00	600.00	.0
10-68-462 PEST CONTROL	39.00	273.00	468.00	195.00	58.3
10-68-463 EQUIPMENT REPAIR	.00	.00	1,000.00	1,000.00	.0
TOTAL SENIOR CENTER	343.13	2,493.66	7,068.00	4,574.34	35.3
<u>TOWN GRANTS</u>					
10-69-800 DONATIONS - ANIMAL CONTROL	.00	.00	1,000.00	1,000.00	.0
10-69-802 LIBRARY DONATIONS EXP	.00	2,349.41	3,000.00	650.59	78.3
10-69-803 IT GRANT EXP	.00	.00	15,000.00	15,000.00	.0
10-69-804 MISC GRANT EXP	.00	18,400.98	150,000.00	131,599.02	12.3
10-69-805 BUILDING REGULATION EXP	.00	.00	10,000.00	10,000.00	.0
10-69-806 LIBRARY GRANTS EXP	.00	20,606.70	50,000.00	29,393.30	41.2
10-69-807 SENIOR CENTER GRANT EXP	.00	.00	25,000.00	25,000.00	.0
10-69-808 SUMMER SPLASH GRANT EXP	.00	.00	5,000.00	5,000.00	.0
10-69-810 E-RATE GRANT EXP	.00	7,762.11	25,000.00	17,237.89	31.1
10-69-815 PUBLIC WORKS GRANT EXP	.00	.00	20,000.00	20,000.00	.0
10-69-816 COURT GRANT EXP	.00	.00	10,000.00	10,000.00	.0
10-69-817 SUMMER SPLASH DONATION EXP	.00	.00	5,000.00	5,000.00	.0
10-69-818 POLICE DONATION EXP	.00	.00	5,000.00	5,000.00	.0
10-69-819 GENERAL ADMIN GRANT EXP	.00	.00	50,000.00	50,000.00	.0
10-69-845 POLICE GRANT EXP	.00	.00	180,000.00	180,000.00	.0
10-69-846 AZDOHS GRANT EXPENDITURES	.00	.00	250,000.00	250,000.00	.0
10-69-847 AZGOHS GRANT EXPENDITURES	.00	.00	100,000.00	100,000.00	.0
10-69-849 BUS LINE EXP	58.72	4,171.48	100,000.00	95,828.52	4.2
10-69-850 SCBA GRANT EXP	.00	.00	200,000.00	200,000.00	.0
10-69-851 USDA EQUIPMENT GRANT	.00	.00	60,000.00	60,000.00	.0
10-69-857 BACK TO SCHOOL DONATIONS EXPEN	.00	.00	5,000.00	5,000.00	.0
10-69-900 COMMUNITY EVENTS DONATIONS EXP	.00	.00	2,000.00	2,000.00	.0
TOTAL TOWN GRANTS	58.72	53,290.68	1,271,000.00	1,217,709.32	4.2
TOTAL FUND EXPENDITURES	48,564.21	1,044,071.90	3,510,780.00	2,466,708.10	29.7

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	87,457.53	264,248.27	6,966.00	(257,282.27)	3793.4

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

POLICE - DHS GRANT - BP OT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
12-30-700 GOHS (DUI TASK FORCE)	.00	.00	10,000.00	10,000.00	.0
12-30-800 DHS STONEGARDEN	.00	10,970.16	60,340.00	49,369.84	18.2
TOTAL REVENUE	.00	10,970.16	70,340.00	59,369.84	15.6
TOTAL FUND REVENUE	.00	10,970.16	70,340.00	59,369.84	15.6

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

POLICE - DHS GRANT - BP OT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
12-40-105 STONE GARDEN OVERTIME	.00	.00	32,233.00	32,233.00	.0
12-40-130 EMPLOYEE BENEFITS	80.55	785.68	12,228.00	11,442.32	6.4
12-40-131 DUI TASK FORCE OVER TIME	.00	399.00	6,000.00	5,601.00	6.7
12-40-135 PUBLIC SAFETY RETIREMENT	193.30	1,875.38	13,539.00	11,663.62	13.9
12-40-840 MILEAGE	753.00	6,982.34	6,340.00	(642.34)	110.1
TOTAL EXPENDITURES	1,026.85	10,042.40	70,340.00	60,297.60	14.3
TOTAL FUND EXPENDITURES	1,026.85	10,042.40	70,340.00	60,297.60	14.3
NET REVENUE OVER EXPENDITURES	(1,026.85)	927.76	.00	(927.76)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
20-30-200 FINES AND BAILS	5,038.82	67,606.48	174,000.00	106,393.52	38.9
20-30-300 BONDS	.00	.00	100.00	100.00	.0
20-30-400 RESTITUTION	.00	.00	100.00	100.00	.0
20-30-500 JCEF	.00	.00	100.00	100.00	.0
TOTAL REVENUE	5,038.82	67,606.48	174,300.00	106,693.52	38.8
TOTAL FUND REVENUE	5,038.82	67,606.48	174,300.00	106,693.52	38.8

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

		TRUST FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>						
20-40-200	FINES AND BAILS	6,016.95	62,959.05	174,000.00	111,040.95	36.2
20-40-400	RESTITUTION	.00	50.00	100.00	50.00	50.0
20-40-401	BOND	.00	.00	100.00	100.00	.0
20-40-500	JCEF	.00	.00	100.00	100.00	.0
TOTAL EXPENDITURES		6,016.95	63,009.05	174,300.00	111,290.95	36.2
TOTAL FUND EXPENDITURES		6,016.95	63,009.05	174,300.00	111,290.95	36.2
NET REVENUE OVER EXPENDITURES		(978.13)	4,597.43	.00	(4,597.43)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

ROAD USER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
23-30-300 GAS TAX REVENUES - HURF	12,639.95	101,167.19	170,042.00	68,874.81	59.5
23-30-320 HURF REPAYMENT	.00	.00	17,000.00	17,000.00	.0
23-30-910 BANK TRANSFER	.00	.00	70,000.00	70,000.00	.0
TOTAL REVENUE	12,639.95	101,167.19	257,042.00	155,874.81	39.4
TOTAL FUND REVENUE	12,639.95	101,167.19	257,042.00	155,874.81	39.4

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

ROAD USER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ROAD USERS ADMIN</u>					
23-40-340 UTILITIES	2,623.42	2,623.42	.00	(2,623.42)	.0
23-40-460 MAINTENANCE AND SUPPLIES	.00	678.78	5,000.00	4,321.22	13.6
23-40-475 FUEL	25.25	887.28	7,000.00	6,112.72	12.7
23-40-490 ROAD REPAIR	.00	1,336.40	110,042.00	108,705.60	1.2
23-40-610 EQUIPMENT REPAIR	.00	941.32	15,000.00	14,058.68	6.3
23-40-831 CAPITAL OUTLAY	.00	.00	50,000.00	50,000.00	.0
23-40-920 TIP PROJECTS MATCH	.00	.00	70,000.00	70,000.00	.0
TOTAL ROAD USERS ADMIN	<u>2,648.67</u>	<u>6,467.20</u>	<u>257,042.00</u>	<u>250,574.80</u>	<u>2.5</u>
TOTAL FUND EXPENDITURES	<u>2,648.67</u>	<u>6,467.20</u>	<u>257,042.00</u>	<u>250,574.80</u>	<u>2.5</u>
NET REVENUE OVER EXPENDITURES	<u>9,991.28</u>	<u>94,699.99</u>	<u>.00</u>	<u>(94,699.99)</u>	<u>.0</u>

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

		STATE HURF				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STATE HURF EXPENDITURES</u>						
28-40-122	AUTHORIZED EXPENDITURES	.00	.00	150,000.00	150,000.00	.0
TOTAL STATE HURF EXPENDITURES		.00	.00	150,000.00	150,000.00	.0
TOTAL FUND EXPENDITURES		.00	.00	150,000.00	150,000.00	.0
NET REVENUE OVER EXPENDITURES		.00	.00	(150,000.00)	(150,000.00)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

GRANT OPPORTUNITY

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>GRANT REVENUE</u>						
29-30-800	GRANT REVENUE CDBG	.00	128,125.00	449,420.00	321,295.00	28.5
	TOTAL GRANT REVENUE	.00	128,125.00	449,420.00	321,295.00	28.5
	TOTAL FUND REVENUE	.00	128,125.00	449,420.00	321,295.00	28.5

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

GRANT OPPORTUNITY

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>GRANT EXPENDITURES</u>					
29-40-840 AUTHORIZED EXPENDITURES	.00	315,643.11	449,420.00	133,776.89	70.2
TOTAL GRANT EXPENDITURES	.00	315,643.11	449,420.00	133,776.89	70.2
TOTAL FUND EXPENDITURES	.00	315,643.11	449,420.00	133,776.89	70.2
NET REVENUE OVER EXPENDITURES	.00	(187,518.11)	.00	187,518.11	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
51-30-100 INTEREST EARNINGS	.00	.00	100.00	100.00	.0
51-30-200 WATER SALES	28,457.22	241,617.97	360,000.00	118,382.03	67.1
51-30-202 RC: RECONNECT FEE	.00	136.45	1,003.00	866.55	13.6
51-30-300 CONNECTION FEES	135.00	1,005.00	2,000.00	995.00	50.3
51-30-400 PENALTIES & FORFEITURES	.00	1,549.27	7,000.00	5,450.73	22.1
51-30-900 WATER ADMIN FEE	.00	.00	1,000.00	1,000.00	.0
51-30-950 WF SAVINGS TRANSFERS IN	.00	.00	41,541.00	41,541.00	.0
TOTAL REVENUE	28,592.22	244,308.69	412,644.00	168,335.31	59.2
TOTAL FUND REVENUE	28,592.22	244,308.69	412,644.00	168,335.31	59.2

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER EXPENDITURES</u>					
51-40-100 PERSONNEL SERVICES	8,522.27	76,248.77	112,382.00	36,133.23	67.9
51-40-105 OVERTIME	123.60	2,109.11	2,000.00	(109.11)	105.5
51-40-110 UNIFORM EXPENSE	202.25	742.23	1,800.00	1,057.77	41.2
51-40-130 EMPLOYEE BENEFITS	1,111.28	16,904.24	40,000.00	23,095.76	42.3
51-40-280 INSURANCE	.00	5,365.25	13,750.00	8,384.75	39.0
51-40-290 OFFICE SUPPLIES	.00	309.13	2,000.00	1,690.87	15.5
51-40-300 PRINTING	155.50	387.21	.00	(387.21)	.0
51-40-340 UTILITIES	3,613.72	27,367.34	38,000.00	10,632.66	72.0
51-40-360 CONTRACT LABOR	500.00	922.50	.00	(922.50)	.0
51-40-366 INMATE LABOR	267.49	2,346.64	7,500.00	5,153.36	31.3
51-40-370 SALES TAX	.00	.00	30,000.00	30,000.00	.0
51-40-440 POSTAGE	.00	1,199.93	3,150.00	1,950.07	38.1
51-40-460 MAINTENANCE & SUPPLIES	.00	3,373.23	11,000.00	7,626.77	30.7
51-40-470 VEHICLE EXPENSE	.00	2,543.59	9,000.00	6,456.41	28.3
51-40-472 METER REPLACEMENT	.00	.00	9,000.00	9,000.00	.0
51-40-475 FUEL EXPENSE	.00	.00	8,000.00	8,000.00	.0
51-40-476 DIESEL	113.62	4,458.29	5,000.00	541.71	89.2
51-40-480 SOFTWARE LICENSING	201.00	1,658.00	2,462.00	804.00	67.3
51-40-510 WATER TESTS	.00	1,044.00	7,500.00	6,456.00	13.9
51-40-516 ADEQ FEES	.00	7,149.89	.00	(7,149.89)	.0
51-40-610 EQUIPMENT MAINTENANCE	.00	2,767.97	15,300.00	12,532.03	18.1
51-40-640 MEMBERSHIP	.00	.00	1,200.00	1,200.00	.0
51-40-650 PROFESSIONAL SERVICES	406.25	5,563.25	36,000.00	30,436.75	15.5
51-40-660 TRAVEL & TRAINING	.00	.00	1,000.00	1,000.00	.0
51-40-840 WATER CAPITAL OUTLAY	.00	35,111.50	35,000.00	(111.50)	100.3
51-40-845 CONTINGENCY EXP	.00	.00	21,100.00	21,100.00	.0
51-40-900 BAD DEBT EXPENSE	.00	.00	500.00	500.00	.0
TOTAL WATER EXPENDITURES	15,216.98	197,572.07	412,644.00	215,071.93	47.9
TOTAL FUND EXPENDITURES	15,216.98	197,572.07	412,644.00	215,071.93	47.9
NET REVENUE OVER EXPENDITURES	13,375.24	46,736.62	.00	(46,736.62)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
52-30-100 INTEREST EARNINGS	.00	.00	100.00	100.00	.0
52-30-200 SEWER SERVICES	20,748.77	169,635.48	254,000.00	84,364.52	66.8
52-30-300 CONNECTION FEES	.00	.00	1,000.00	1,000.00	.0
52-30-950 WF SAVINGS TRANSFERS IN	.00	.00	18,575.00	18,575.00	.0
TOTAL REVENUE	20,748.77	169,635.48	273,675.00	104,039.52	62.0
TOTAL FUND REVENUE	20,748.77	169,635.48	273,675.00	104,039.52	62.0

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER EXPENDITURES</u>					
52-40-100 PERSONNEL SERVICES	7,834.57	66,529.26	92,487.00	25,957.74	71.9
52-40-105 OVERTIME	122.90	2,030.23	500.00	(1,530.23)	406.1
52-40-110 UNIFORM EXPENSE	125.11	1,205.07	1,800.00	594.93	67.0
52-40-130 EMPLOYEE BENEFITS	1,022.02	14,559.88	32,375.00	17,815.12	45.0
52-40-280 INSURANCE	.00	5,365.25	13,750.00	8,384.75	39.0
52-40-300 PRINTING	155.50	691.63	3,000.00	2,308.37	23.1
52-40-340 UTILITIES	721.76	3,695.47	5,806.00	2,110.53	63.7
52-40-360 CONTRACT LABOR	.00	1,600.00	.00	(1,600.00)	.0
52-40-366 INMATE LABOR	267.48	2,153.07	7,500.00	5,346.93	28.7
52-40-440 POSTAGE	.00	1,199.93	3,150.00	1,950.07	38.1
52-40-460 MAINTENANCE AND SUPPLIES	.00	378.58	4,000.00	3,621.42	9.5
52-40-470 VEHICLE EXPENSE	.00	664.57	2,000.00	1,335.43	33.2
52-40-475 FUEL	.00	1,905.48	8,000.00	6,094.52	23.8
52-40-476 DIESEL	101.00	2,160.88	.00	(2,160.88)	.0
52-40-480 COMPUTER EXPENSE	201.00	1,457.00	2,462.00	1,005.00	59.2
52-40-516 ADEQ FEES	.00	.00	1,000.00	1,000.00	.0
52-40-610 EQUIPMENT MAINTENANCE	.00	6,530.00	4,000.00	(2,530.00)	163.3
52-40-650 PROFESSIONAL SERVICES	406.25	2,405.25	16,952.00	14,546.75	14.2
52-40-702 SEWAGE POND COMPLIANCE	.00	3,251.00	6,000.00	2,749.00	54.2
52-40-750 DEBT SERVICE	.00	.00	10,000.00	10,000.00	.0
52-40-846 CONTINGENCY EXP	.00	.00	631.04	631.04	.0
52-40-900 BAD DEBT EXPENSE	.00	.00	500.00	500.00	.0
52-40-925 MUFFIN MONSTER PAYMENT	.00	.00	3,000.00	3,000.00	.0
52-40-950 PAYMENT ON WIFA LOAN	.00	52,034.41	54,761.96	2,727.55	95.0
TOTAL SEWER EXPENDITURES	10,957.59	169,816.96	273,675.00	103,858.04	62.1
TOTAL FUND EXPENDITURES	10,957.59	169,816.96	273,675.00	103,858.04	62.1
NET REVENUE OVER EXPENDITURES	9,791.18	(181.48)	.00	181.48	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

GARBAGE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>REVENUE</u>					
54-30-200 SALES RECEIPTS	12,554.52	96,000.78	157,677.00	61,676.22	60.9
TOTAL REVENUE	12,554.52	96,000.78	157,677.00	61,676.22	60.9
TOTAL FUND REVENUE	12,554.52	96,000.78	157,677.00	61,676.22	60.9

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

GARBAGE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>GARBAGE EXPENDITURES</u>					
54-40-360 CONTRACT LABOR	13,218.33	91,835.15	157,677.00	65,841.85	58.2
TOTAL GARBAGE EXPENDITURES	<u>13,218.33</u>	<u>91,835.15</u>	<u>157,677.00</u>	<u>65,841.85</u>	<u>58.2</u>
TOTAL FUND EXPENDITURES	<u>13,218.33</u>	<u>91,835.15</u>	<u>157,677.00</u>	<u>65,841.85</u>	<u>58.2</u>
NET REVENUE OVER EXPENDITURES	<u>(663.81)</u>	<u>4,165.63</u>	<u>.00</u>	<u>(4,165.63)</u>	<u>.0</u>

TOWN OF HUACHUCA CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

LANDFILL FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>REVENUE</u>						
55-30-100	INTEREST EARNINGS	.00	.00	500.00	500.00	.0
55-30-200	SALES - LANDFILL	100,345.27	878,890.17	1,450,099.00	571,208.83	60.6
55-30-201	LATE PENALTIES	.00	.00	500.00	500.00	.0
55-30-205	MISC.REVENUE	140.00	920.00	92,000.00	91,080.00	1.0
55-30-210	TIPPING FEES	8,964.00	125,479.83	157,550.00	32,070.17	79.6
	TOTAL REVENUE	109,449.27	1,005,290.00	1,700,649.00	695,359.00	59.1
<u>SOURCE 36</u>						
55-36-400	SALE OF FIXED ASSETS	.00	.00	50,000.00	50,000.00	.0
	TOTAL SOURCE 36	.00	.00	50,000.00	50,000.00	.0
	TOTAL FUND REVENUE	109,449.27	1,005,290.00	1,750,649.00	745,359.00	57.4

TOWN OF HUACHUCA CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

LANDFILL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LANDFILL EXPENDITURES</u>					
55-40-100 PERSONNEL SERVICES	7,399.37	121,345.62	273,720.00	152,374.38	44.3
55-40-105 OVERTIME	1,807.50	26,089.33	10,000.00	(16,089.33)	260.9
55-40-110 UNIFORM EXPENSE	360.93	3,902.15	6,000.00	2,097.85	65.0
55-40-130 EMPLOYEE BENEFITS	1,374.01	29,197.91	97,700.00	68,502.09	29.9
55-40-265 BANK COSTS/FEES	.00	16,596.92	38,000.00	21,403.08	43.7
55-40-280 INSURANCE	.00	5,365.25	13,750.00	8,384.75	39.0
55-40-290 OFFICE SUPPLIES	.00	358.51	1,000.00	641.49	35.9
55-40-300 PRINTING	90.55	224.51	.00	(224.51)	.0
55-40-337 PROPERTY LEASE	58,500.00	468,000.00	702,000.00	234,000.00	66.7
55-40-338 LF FINANCIAL ASSURANCE	.00	.00	40,000.00	40,000.00	.0
55-40-340 UTILITIES	1,762.21	7,454.39	13,200.00	5,745.61	56.5
55-40-350 SAFETY EQUIPMENT	.00	1,275.00	1,000.00	(275.00)	127.5
55-40-360 CONTRACT LABOR	247.75	12,298.89	22,000.00	9,701.11	55.9
55-40-366 INMATE LABOR	312.92	1,942.37	4,730.00	2,787.63	41.1
55-40-440 POSTAGE	.00	685.68	1,800.00	1,114.32	38.1
55-40-460 MAINTENANCE & SUPPLIES	4.31	8,434.70	30,000.00	21,565.30	28.1
55-40-470 VEHICLE EXPENSE	.00	3,200.14	5,000.00	1,799.86	64.0
55-40-475 FUEL EXPENSE	.00	12,687.94	2,500.00	(10,187.94)	507.5
55-40-476 DIESEL	2,272.48	93,688.22	92,000.00	(1,688.22)	101.8
55-40-480 COMPUTER EXPENSE	201.00	2,312.94	.00	(2,312.94)	.0
55-40-510 LAB FEES	.00	2,338.00	.00	(2,338.00)	.0
55-40-511 WATER MONITORING	.00	.00	2,000.00	2,000.00	.0
55-40-515 ENGINEERING SERVICES	.00	.00	2,000.00	2,000.00	.0
55-40-516 ADEQ FEES	.00	8,763.14	10,000.00	1,236.86	87.6
55-40-610 EQUIPMENT MAINTENANCE	2,668.86	68,070.76	70,000.00	1,929.24	97.2
55-40-640 MEMBERSHIP	.00	.00	200.00	200.00	.0
55-40-650 PROFESSIONAL SERVICES/AUDIT	812.50	3,827.00	20,000.00	16,173.00	19.1
55-40-660 TRAVEL - TRAVEL/TRAINING	.00	.00	3,000.00	3,000.00	.0
55-40-705 CAPITAL LEASE	.00	89,795.21	81,180.00	(8,615.21)	110.6
55-40-710 CAPITAL EQUIPMENT	.00	.00	30,000.00	30,000.00	.0
55-40-804 SOFTWARE LICENSING	.00	201.00	4,000.00	3,799.00	5.0
55-40-846 CONTINGENCY EXP	4,873.42	39,067.10	167,369.00	128,301.90	23.3
55-40-855 METHANE MONITORING	.00	.00	6,000.00	6,000.00	.0
55-40-900 BAD DEBT EXPENSE	.00	.00	500.00	500.00	.0
TOTAL LANDFILL EXPENDITURES	82,687.81	1,027,122.68	1,750,649.00	723,526.32	58.7
TOTAL FUND EXPENDITURES	82,687.81	1,027,122.68	1,750,649.00	723,526.32	58.7
NET REVENUE OVER EXPENDITURES	26,761.46	(21,832.68)	.00	21,832.68	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

HOLIDAY FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>REVENUE</u>					
86-30-200 HOLIDAY FUND DONATION	150.00	7,021.00	4,000.00	(3,021.00)	175.5
TOTAL REVENUE	150.00	7,021.00	4,000.00	(3,021.00)	175.5
TOTAL FUND REVENUE	150.00	7,021.00	4,000.00	(3,021.00)	175.5

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

HOLIDAY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HOLIDAY FUND EXPENDITURES</u>						
86-40-100	CHILDREN'S FUND GIFTS/FOOD	.00	200.00	4,000.00	3,800.00	5.0
	TOTAL HOLIDAY FUND EXPENDITURES	.00	200.00	4,000.00	3,800.00	5.0
	TOTAL FUND EXPENDITURES	.00	200.00	4,000.00	3,800.00	5.0
	NET REVENUE OVER EXPENDITURES	150.00	6,821.00	.00	(6,821.00)	.0

TOWN OF HUACHUCA CITY
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

AMERICAN RELIEF PROGRAM ACT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 30</u>					
88-30-200 ARPA FUNDS	.00	289,894.76	289,894.76	.00	100.0
88-30-300 FUND BALANCE	.00	.00	289,894.76	289,894.76	.0
TOTAL SOURCE 30	.00	289,894.76	579,789.52	289,894.76	50.0
TOTAL FUND REVENUE	.00	289,894.76	579,789.52	289,894.76	50.0

TOWN OF HUACHUCA CITY
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

AMERICAN RELIEF PROGRAM ACT

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
88-40-100 AUTHORIZED EXPENDITURES	.00	.00	579,789.52	579,789.52	.0
TOTAL DEPARTMENT 40	.00	.00	579,789.52	579,789.52	.0
TOTAL FUND EXPENDITURES	.00	.00	579,789.52	579,789.52	.0
NET REVENUE OVER EXPENDITURES	.00	289,894.76	.00	(289,894.76)	.0

Town of Huachuca City

PROCLAMATION NO. 2023-05

A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, DECLARING THE MONTH OF APRIL, 2023, AS GARDEN MONTH IN THE TOWN OF HUACHUCA CITY.

WHEREAS, during spring, the season of renewal, millions of Americans turn joyfully to gardening; and

WHEREAS, America's gardens produce an abundance of fruits and vegetables to enrich our tables and a stunning variety of flowers and shrubs to add beauty to our homes and yards; and

WHEREAS, President Reagan first proclaimed the week of April 13, 1986, as "National Garden Week;" and

WHEREAS, in 2002, the National Gardening Association resolved to extend the celebration to encompass the entire month of April; and

WHEREAS, National Garden Month was celebrated for the first time in 2003 and has been celebrated every year since; and

WHEREAS, gardening has numerous health benefits, including exposure to Vitamin D, exercise, and decreased dementia risk.

NOW, THEREFORE, I, Johann R. Wallace, Mayor of the Town of Huachuca City, Arizona, by the authority vested in me by the laws of the State of Arizona and Town Code and by this Proclamation hereby declare April, 2023, as Garden Month in the Town of Huachuca City. I encourage all the residents of the Town to go outdoors and cultivate a nutritious and colorful garden.

PROCLAIMED by the Mayor of the Town of Huachuca City, Cochise County, Arizona, this 23rd day of March, 2023.

Johann R. Wallace, Mayor

ATTEST:

Brandy Thorpe, Town Clerk

Thomas Benavidez, Town Attorney

Town of Huachuca City

PROCLAMATION NO. 2023-06

A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, DECLARING THE MONTH OF APRIL, 2023, AS SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH IN THE TOWN OF HUACHUCA CITY.

WHEREAS, sexual violence is a dehumanizing form of abuse that harms our communities; and

WHEREAS, rape, sexual assault, and sexual harassment have extensive and widespread physical and mental health implications, including post-traumatic stress disorder, substance abuse, depression, homelessness, eating disorders, and suicide; and

WHEREAS, 1 in 3 women and 1 in 4 men have experienced sexual violence involving physical contact at some point in their lives; and

WHEREAS, 67% of victims under the age of 18 identified their perpetrator as a family member and 79% said they were currently living with that perpetrator; and

WHEREAS, the Centers for Disease Control and Prevention found that 43.2% of females and 51.3% of males first experienced victimization prior to age 18; and

WHEREAS, through prevention education, awareness efforts, a strong continuum of victim services, and holding perpetrators responsible for their actions, we can work together to better address sexual violence and create safer communities for all Arizonans.

NOW, THEREFORE, I, Johann R. Wallace, Mayor of the Town of Huachuca City, Arizona, by the authority vested in me by the laws of the State of Arizona and Town Code and by this Proclamation hereby declare April, 2023, as Sexual Assault Awareness and Prevention Month in the Town of Huachuca City.

PROCLAIMED by the Mayor of the Town of Huachuca City, Cochise County, Arizona, this 23rd day of March, 2023.

Johann R. Wallace, Mayor

ATTEST:

Brandy Thorpe, Town Clerk

Thomas Benavidez, Town Attorney

Town of Huachuca City

PROCLAMATION NO. 2023-08

A PROCLAMATION OF THE MAYOR OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, DECLARING THE MONTH OF APRIL, 2023, AS FAIR HOUSING MONTH IN THE TOWN OF HUACHUCA CITY.

WHEREAS, The Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, housing choice impacts our children's access to education, our ability to seek and retain employment options, the cultural benefits we enjoy, the extent of our exposure to crime and drugs, and the quality of health care we receive in emergencies; and

WHEREAS, the Town of Huachuca City is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all.

NOW, THEREFORE, I, Johann R. Wallace, Mayor of the Town of Huachuca City, Arizona, by the authority vested in me by the laws of the State of Arizona and Town Code and by this Proclamation hereby declare April, 2023, as Fair Housing Month in the Town of Huachuca City.

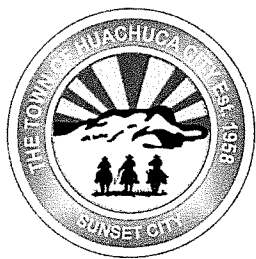
PROCLAIMED by the Mayor of the Town of Huachuca City, Cochise County, Arizona, this 23rd day of March, 2023.

Johann R. Wallace, Mayor

ATTEST:

Brandy Thorpe, Town Clerk

Thomas Benavidez, Town Attorney



Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 15 “BUILDINGS AND CONSTRUCTION,” CHAPTER 15.60 “PLAN REVIEW,” AND CHAPTER 15.65 “BUILDING PERMIT FEES,” TO ADOPT CHANGES TO THE REQUIREMENTS FOR PLAN REVIEW AND BUILDING PERMITS WHEN MAKING CERTAIN REPAIRS OR IMPROVEMENTS TO REAL PROPERTY.

WHEREAS, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the “Code”], and has amended and republished the Code from time to time, as authorized by A.R.S. 9-240 (B) (28) and Town Ordinance No. 15-02; and

WHEREAS, the Code, Title 15 “BUILDINGS AND CONSTRUCTION” establishes the Building Code for the Town; and

WHEREAS, pursuant to A.R.S. 9-467, the Town is authorized to require building permits and to charge applicants to recover the reasonable costs associated with reviewing plans and issuing permits; and

WHEREAS, the Town Council has determined that it would be in the interest of public health and safety to adopt certain amendments to the Building Code regarding plan reviews and building permits; and

WHEREAS, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on March 9, 2023, and at a subsequent meeting on March 23, 2023.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Huachuca City, as follows:

SECTION 1. The Code, Title 15 “BUILDINGS AND CONSTRUCTION,” Chapter 15.60 “PLAN REVIEW,” is amended by renaming the Chapter, deleting its entire content and replacing it as follows:

Chapter 15.60 BUILDING PERMITS

Sections:

15.60.010 Building permits required.

15.60.020 Work exempt from building permit requirement.

15.60.010 Building permits required.

- A. Improvements and Repairs to Property. All owners of property, or owner's authorized agent, falling within the purview of the adopted building codes of the Town are required to first obtain a building permit from the Town prior to commencing any construction, enlargement, alteration, repair, demolition or change of occupancy on such property, unless specifically excluded from the requirement of a building permit.
- B. Applications for building permits shall be made on forms provided by the Town. Reviews of the application, blueprints, specifications, and any other documents submitted with the application will be completed by the Town as necessary. Any site plan review as required by Chapter 18.25 shall be completed prior to the issuance of any building permits.
- C. All building permits shall be issued for a 180-day (six-month) period and can be renewed for an additional 180-day period for no additional charge or review. Completion of the entire project covered by the building permit must be completed within one year of permit issuance. A new building permit shall be required on projects exceeding the one-year limit. Exceptions can be made at the discretion of the building official on a case-by-case basis.

15.60.020 Work exempt from building permit requirement.

Exemptions from building permit requirements shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of the Town adopted building codes or any laws or ordinances of the Town. Building permits shall not be required for the following work:

1. Oil derricks.
2. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallons and the ratio of height to diameter or width is not greater than 2:1.
3. Painting, papering, tiling, carpeting, cabinets, countertops and similar finish work.
4. Temporary motion picture, television and theater stage sets and scenery.
5. Prefabricated swimming pools that are less than 24 inches deep, are not greater than 5,000 gallons and are installed entirely above ground.
6. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
7. Swings and other playground equipment.
8. Window awnings supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support.
9. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches in height.
10. Minor electrical repair work, including the replacement of lamps or connection of approved portable electrical equipment to approved permanently installed receptacles.

11. Listed cord-and-plug connected temporary decorative lighting.
12. Reinstallation of attachment plug receptacles but not the outlets therefor.
13. Replacement of branch circuit overcurrent devices of required capacity in the same location.
14. Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
15. Electrical equipment only used for radio and television transmissions.
16. Installation of temporary system required for the testing or servicing of electrical equipment or apparatus.
17. Portable heating, cooking or clothes drying appliances.
18. Replacement of any minor part that does not alter approval of gas equipment or make such equipment unsafe.
19. Portable fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.
20. Portable ventilation equipment.
21. Portable heating appliances.
22. Portable cooling unit or evaporative cooler.
23. Steam, hot or chilled water piping within heating or cooling equipment.
24. Replacement of any mechanical part that does not alter its approval or make it unsafe.
25. Self-contained refrigeration system containing 10 pounds or less of refrigerant and actuated by motors of 1 horsepower or less.
26. The clearing of stoppages or repairing of leaks in plumbing pipes, valves or fixtures and the removal and reinstallation of water closets, provided that such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.
27. The stopping of plumbing leaks in drains, water, soil, waste or vent pipe, provided that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a building permit shall be required and inspections made.
28. Roofing repairs and coatings that do not involve the removal of roofing materials to the decking.

SECTION 2. The Code, Title 15 “BUILDINGS AND CONSTRUCTION,” Chapter 15.65 “BUILDING PERMIT FEES,” section 15.65.010 is amended by deleting its entire content and replacing it as follows:

15.65.010 Building permit fee table.

Building permit fees may be amended by the Town Council from time to time by resolution. These fees are hereby established to recoup some of the staff, engineer or consultant review costs associated with the issuance of building permits. For purposes of calculating building valuation fees, the cost estimates provided by the architect, engineer, contractor, or other person(s) qualified to provide an accurate estimate of the construction cost shall be used as a basis.

SECTION 3. The Code, Title 15 “BUILDINGS AND CONSTRUCTION,” Chapter 15.65 “BUILDING PERMIT FEES,” section 15.65.020 is amended by deleting its entire content and replacing it as follows:

15.65.020 Alternate building valuation fee schedule.

Section 8-2-3 of the International Code Council, Building Valuation Data, as published February 2009 for the 2006 International Building Code and the 2006 International Residential Code alternate fee schedule, is hereby adopted and shall serve as the official alternate building fee schedule for all Huachuca City minimum building permit valuations for construction permits.

SECTION 4. All ordinances, parts of ordinances, resolutions, parts of resolutions, policies, and parts of policies in conflict with the provisions of this Ordinance, or any part hereof, are hereby repealed.

SECTION 5. If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

SECTION 6. The Town Clerk is hereby directed, pursuant to the Code, sections 2.25.080 and 2.25.090, to post this Ordinance in three or more public places within the town and on the town's website, and to publish this Ordinance as required by A.R.S. 9-812; 9-813 and 39-204 (C)(3).

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 23rd DAY OF MARCH, 2023.

Johann Wallace, Mayor

ATTEST:

Brandy Thorpe, Town Clerk

Approved as to Form:

Thomas Benavidez, Town Attorney



Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

ORDINANCE NO. 2023-07

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, AMENDING THE TOWN CODE TITLE 15 “BUILDINGS AND CONSTRUCTION,” CHAPTER 15.70 “FENCES,” TO ADOPT CHANGES TO THE REQUIREMENTS FOR BUILDING AND REPAIRING FENCES.

WHEREAS, the Town Council of the Town of Huachuca City has adopted by Resolution No. 84-002 a code known as the Town Code of the Town of Huachuca City, Arizona [the “Code”], and has amended and republished the Code from time to time, as authorized by A.R.S. 9-240 (B) (28) and Town Ordinance No. 15-02; and

WHEREAS, the Code, Title 15 “BUILDINGS AND CONSTRUCTION” establishes the Building Code for the Town; and

WHEREAS, pursuant to A.R.S. 9-467, the Town is authorized to require building permits and to charge applicants to recover the reasonable costs associated with reviewing plans and issuing permits; and

WHEREAS, the Town Council has determined that it would be in the interest of public health and safety to adopt certain amendments to the Building Code regarding fences; and

WHEREAS, as required by the Code, section 2.25.040, this Ordinance was first read at a public meeting of the Town Council on March 23, 2023, and at a subsequent meeting on April 13, 2023.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Huachuca City, as follows:

SECTION 1. The Code, Title 15 “BUILDINGS AND CONSTRUCTION,” Chapter 15.70 “FENCES,” section 15.70.010, is amended by renaming the section, deleting its entire content and replacing it as follows:

15.70.010 Building permit required.

Fences of all heights and materials require a building permit prior to construction.

SECTION 2. The Code, Title 15 “BUILDINGS AND CONSTRUCTION,” Chapter 15.70 “FENCES,” section 15.70.020 “Maximum height,” subsection (B) is amended by adding the underlined text, as follows:

B. Maximum six feet above grade fence shall encompass the back and side parcel lines but shall not extend past the front side corners of the house. An exception may be made by the Zoning Administrator by request of a residential property owner whose property abuts a commercial property in the rear (even with an alley buffer between the properties) to raise the rear fence height to a maximum of eight feet.

SECTION 3. The Code, Title 15 “BUILDINGS AND CONSTRUCTION,” Chapter 15.70 “FENCES,” section 15.70.040 “Masonry or block-stone wall,” is amended by deleting subsection (A) and renumbering the remaining subsections as follows with deletions in ~~strikeout text~~ and additions in underlined text:

Section 15.70.040 “Masonry or block-stone wall.

To construct a masonry or block-stone wall:

~~A. Requires a building permit from the town building department or town clerk.~~

B A. Footers are required and shall be inspected by the building inspector prior to construction of a masonry-type fence.

~~C~~ B. An inspection is required after completion.

SECTION 4. The Code, Title 15 “BUILDINGS AND CONSTRUCTION,” Chapter 15.70 “FENCES,” section 15.70.050 “Material (fence construction),” subsections (B) and (D) are amended as follows with deletions in ~~strikeout text~~ and additions in underlined text:

A. *[no change]*

~~B. A fence post shall not exceed six-inch by six-inch dimensions. Prohibited Materials. No property line fence shall contain barbed wire, concertina wire,~~ electrical current or charge of electricity, broken glass or similar hazardous materials or devices; provided, however, that fences in B/C districts which enclose storage areas may have barbed wire connected therewith, so long as said barbed wire is located more than six feet in height above grade.

C. *[no change]*

~~D. In residential areas that do not have alleys or open utility easements in the rear of the lots, fencing must be of a noncombustible material.~~

SECTION 5. All ordinances, parts of ordinances, resolutions, parts of resolutions, policies, and parts of policies in conflict with the provisions of this Ordinance, or any part hereof, are hereby repealed.

SECTION 6. If any section, subsection or portion of this Ordinance is for any reason held to be invalid or unenforceable by the decision of a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions hereof.

SECTION 7. The Town Clerk is hereby directed, pursuant to the Code, sections 2.25.080 and 2.25.090, to post this Ordinance in three or more public places within the town and on the town's website, and to publish this Ordinance as required by A.R.S. 9-812; 9-813 and 39-204 (C)(3).

PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 13th DAY OF APRIL, 2023.

Johann Wallace, Mayor

ATTEST:

Brandy Thorpe, Town Clerk

Approved as to Form:

Thomas Benavidez, Town Attorney



SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

ESTIMATE NUMBER	77977 A2
CLIENT ORDER	
CLIENT NUMBER	0054171
DATE	03/13/2023
AGMT/PSO/WO #	3662148
EXPIRATION DATE	06/30/2023
REVISION TITLE	QUOTE FROM WORK ORDER

SOLD TO

TOWN OF HUACHUCA CITY
500 NORTH GONZALES BLVD
HUACHUCA CITY AZ 85616-9610

SHIP TO

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	D8R	07XM02302		NOT CURRENT	
QUANTITY	ITEM	DESCRIPTION			

THANK YOU FOR THE OPPORTUNITY TO BE YOUR SERVICE SOLUTIONS PROVIDER. WE VALUE YOUR BUSINESS. IF YOU HAVE ANY QUESTIONS OR CONCERNS ON THIS QUOTE, PLEASE CONTACT YOUR EMPIRE PRODUCT SUPPORT SALES REPRESENTATIVE.

09 REMOVE & INSTALL RADIATOR
REMOVE AND INSTALL RADIATOR.

PARTS INCLUDE: COOLANT HOSES, CLAMPS, AND PINS.

TOTAL PARTS	1511.26
TOTAL LABOR	3391.20
TOTAL MISC	0.00
SEGMENT 09 TOTAL	4902.46

10 REPLACE ENGINE MOUNT
REPLACE REAR ENGINE MOUNTS. INCLUDES REMOVE AND INSTALL ENGINE.

PARTS INCLUDES: MOUNTS, HOSES, CLAMPS, SEALS AND HARDWARE.

TOTAL PARTS	1697.94
TOTAL LABOR	9184.50
TOTAL MISC	0.00
SEGMENT 10 TOTAL	10882.44

27 REMOVE & INSTALL TORQUE CONVERTER
PARTS INCLUDE: SEALS AND MOUNTING HARDWARE.

TOTAL PARTS	316.77
TOTAL LABOR	3108.60
TOTAL MISC	0.00
SEGMENT 27 TOTAL	3425.37



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EXCELLENCE • STEWARDSHIP • ASTONISHMENT

ESTIMATE NUMBER	77977 A2
CLIENT ORDER	
CLIENT NUMBER	0054171
DATE	03/13/2023
AGMT/PSO/WO #	3662148
EXPIRATION DATE	06/30/2023
REVISION TITLE	QUOTE FROM WORK ORDER

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	D8R	07XM02302		NOT CURRENT	
QUANTITY	ITEM	DESCRIPTION			

28 RESEAL TORQUE CONVERTER

TECH FOUND LEAK AT SEAL BOLT HOLES. ADVISE CLIENT IF ADDITIONAL REPAIRS ARE NEEDED.

PARTS INCLUDE: SEALS AND HARDWARE. TORQUE CONVERTER WILL BE FLOW TESTED.

NOTE: IT IS RECOMMENDED THAT IF ANY ADDITIONAL REPAIRS ARE NEEDED THE TRANSMISSION AND DIFF BE REMOVED AND CLEANED OUT TO PREVENT ADDITIONAL FAILURES.

TOTAL PARTS	1618.29
TOTAL LABOR	2260.80
TOTAL MISC	0.00
SEGMENT 28 TOTAL	3879.09

31 REPLACE TRANSMISSION

REPLACE FRONT TRANSMISSION SEAL.

PARTS INCLUDE: SEAL.

TOTAL PARTS	7.66
TOTAL LABOR	423.90
TOTAL MISC	0.00
SEGMENT 31 TOTAL	431.56

3B REPLACE TRANSMISSION LINES/HOSES

REPLACE POWER TRAIN HOSES AND FILTERS. RESEAL FILTER HOUSING AND REPLACE BYPASS SPRING.

TOTAL PARTS	2403.35
TOTAL LABOR	2119.50
TOTAL MISC	0.00
SEGMENT 3B TOTAL	4522.85

40 TROUBLE SHOOT MACHINE



SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

ESTIMATE NUMBER	77977 A2
CLIENT ORDER	
CLIENT NUMBER	0054171
DATE	03/13/2023
AGMT/PSO/WO #	3662148
EXPIRATION DATE	06/30/2023
REVISION TITLE	QUOTE FROM WORK ORDER

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	D8R	07XM02302		NOT CURRENT	

QUANTITY	ITEM	DESCRIPTION
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REPAIR: INSPECTED TRACK TENSIONER AND FOUND THE RELIEF AND GREASE ZERT TO BE TIGHT. INSPECTED TRACKS AND FOUND LINKS TO BE WORN. SET TRACK TENSION AND WILL LET SIT OVER NIGHT TO SEE IF THEY ARE LOSING TENSION. CREATED PARTS LIST TO RESEAL.

TOTAL PARTS	0.00
TOTAL LABOR	282.60
TOTAL MISC	0.00
SEGMENT 40 TOTAL	282.60

70 REPLACE BOTTOM GUARD

REPLACE BELLY PAN. BELLY PAN ORDERED FROM USED PARTS.

MISC REFLECTS: BELLY PAN AND FREIGHT.

TOTAL PARTS	0.00
TOTAL LABOR	282.60
TOTAL MISC	1925.00
SEGMENT 70 TOTAL	2207.60

71 REPAIR TRACK/BELT TENSIONER

RESEAL TRACK ADJUSTER.

PARTS INCLUDES: SEALS, REATAINER RINGS, SLEEVE AND VALVE.

TOTAL PARTS	3059.72
TOTAL LABOR	1130.40
TOTAL MISC	0.00
SEGMENT 71 TOTAL	4190.12

9W CLEAN MACHINE

CLEAN MACHINE FOR CONTAMINATION CONTROL.



SAFETY • RESPECT • INTEGRITY • TEAMWORK
EXCELLENCE • STEWARDSHIP • ASTONISHMENT

ESTIMATE NUMBER	77977 A2
CLIENT ORDER	
CLIENT NUMBER	0054171
DATE	03/13/2023
AGMT/PSO/WO #	3662148
EXPIRATION DATE	06/30/2023
REVISION TITLE	QUOTE FROM WORK ORDER

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	D8R	07XM02302		NOT CURRENT	
QUANTITY	ITEM	DESCRIPTION			

TOTAL PARTS	0.00
TOTAL LABOR	282.60
TOTAL MISC	0.00
SEGMENT 9W TOTAL	282.60

LU REFILL MACHINE
REPLACE HYDRAULIC FILTER. REFILL POWERTRAIN AND HYDRAULIC OILS.

TOTAL PARTS	1264.73
TOTAL LABOR	141.30
TOTAL MISC	0.00
SEGMENT LU TOTAL	1406.03

MH TRANSPORT MACHINE
LOCATION: 600 N SKY LINE RD., LANDFILL, TOWN OF HUACHUCA CITY, AZ.

ROUND TRIP TRANSPORT FROM AND TO THE ABOVE LOCATION.

TOTAL PARTS	0.00
TOTAL LABOR	0.00
TOTAL MISC	2120.00
SEGMENT MH TOTAL	2120.00

TA TEST/CHECK & ADJUST MACHINE
TEST MACHINE AFTER REPAIRS.

TOTAL PARTS	0.00
TOTAL LABOR	141.30
TOTAL MISC	0.00
SEGMENT TA TOTAL	141.30



SAFETY • RESPECT • INTEGRITY • TEAMWORK
 EXCELLENCE • STEWARDSHIP • ASTONISHMENT

ESTIMATE NUMBER	77977 A2
CLIENT ORDER	
CLIENT NUMBER	0054171
DATE	03/13/2023
AGMT/PSO/WO #	3662148
EXPIRATION DATE	06/30/2023
REVISION TITLE	QUOTE FROM WORK ORDER

MAKE	MODEL	SERIAL #	EQUIP #	METER READING	ID NUMBER
CATERPILLAR	D8R	07XM02302		NOT CURRENT	
QUANTITY	ITEM	DESCRIPTION			

ENVIRON. FEE	0.00
STATE/COUNTY TAX	842.09
CITY/OTHER TAX	358.92
TOTAL ESTIMATE	39,875.03
EXPIRATION DATE	06/30/2023

Client Approval: _____
 Signature

 Date

TERMS:
 CLIENT ACKNOWLEDGES THAT THIS QUOTATION IS SUBJECT TO PRICE CHANGES AND AVAILABILITY OF GOODS. MACHINE SALES PAYMENTS ARE DUE NET 10; ALL OTHERS NET 30. UNLESS OTHERWISE AGREED IN WRITING BY A VICE PRESIDENT OF EMPIRE SOUTHWEST, LLC ("EMPIRE"), THE PURCHASE OF GOODS (INCLUDING, BUT NOT LIMITED TO, NEW AND USED EQUIPMENT, ATTACHMENTS, PARTS AND TECHNOLOGY) OR SERVICES FROM EMPIRE WILL BE GOVERNED SOLELY BY EMPIRE'S TERMS AND CONDITIONS OF SALES AND SERVICE (THE "SALES AND SERVICE TERMS"), WHICH ARE AVAILABLE AT WWW.EMPIRE-CAT.COM/SALESSERVICETERMS, AND THE RENTAL OF EQUIPMENT FROM EMPIRE WILL BE GOVERNED SOLELY BY EMPIRE'S RENTAL TERMS AND CONDITIONS (THE "RENTAL TERMS"), WHICH ARE AVAILABLE AT WWW.EMPIRE-CAT.COM/RENTALTERMS, OR SUCH OTHER SUCCESSOR WEBSITES AT WHICH EMPIRE POSTS ITS SALES AND SERVICE TERMS AND ITS RENTAL TERMS (COLLECTIVELY, THE "TERMS") FROM TIME TO TIME. A HARD COPY OF THE TERMS IS AVAILABLE UPON WRITTEN REQUEST TO TERMS.CONDITIONS@EMPIRE-CAT.COM. EMPIRE'S TERMS ARE HEREBY INCORPORATED BY REFERENCE INTO THIS DOCUMENT AND ALL OTHER DOCUMENTS RELATED TO YOUR PURCHASE OF GOODS OR SERVICES FROM EMPIRE OR THE RENTAL OF EQUIPMENT FROM EMPIRE. BY PURCHASING GOODS OR SERVICES FROM EMPIRE, DELIVERING EQUIPMENT TO EMPIRE FOR SERVICE, OR RENTING EQUIPMENT FROM EMPIRE, YOU AGREE TO BE BOUND BY EMPIRE'S TERMS EXACTLY AS WRITTEN. UNLESS OTHERWISE AGREED IN WRITING BY A VICE PRESIDENT OF EMPIRE, CLIENT IS RESPONSIBLE FOR ALL DISASSEMBLY AND REASSEMBLY CHARGES. BECAUSE IT IS IMPOSSIBLE TO DETERMINE THE EXTENT OF WEAR ON INTERNAL COMPONENTS, ADDITIONAL LABOR AND PARTS MAY BE REQUIRED FOLLOWING DISASSEMBLY.

HUACHUCA CITY PUBLIC LIBRARY

Form 470: 230019008

Allowable contract date: 03/08/2023

Date: 03/15/23

Evaluated by : Stephanie Fulton

Internet Services

Three vendors responded to our request.

Lumen

Login

Cox

Cost Comparison Matrix for HUACHUCA CITY PUBLIC LIBRARY: Broadband Providers

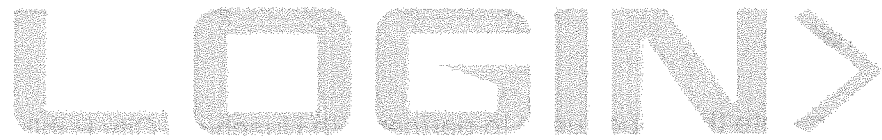
1 Gbps service needed

5 yrs Speed Mbps	Lumen			Login			Cox		
	Monthly	Install	Total	Monthly	install	Total	Monthly	install	Total
500				\$883.00	\$500.00	\$53,480.00	\$830.00	\$5,000.00	\$54,800.00
600				\$935.00	\$500.00	\$56,600.00			
700				\$987.00	\$500.00	\$59,720.00			
800				\$1,039.00	\$500.00	\$62,840.00			
900				\$1,092.00	\$500.00	\$66,020.00			
1000	\$1,000.00	\$0.00	\$60,000.00	\$1,144.00	\$500.00	\$69,140.00	\$1,000.00	\$5,000.00	\$65,000.00

Bid Matrix

	Weightage	Lumen	Login	Cox
Price	70	70	60	65
Customer Service	20	10	20	20
Reliability	10	10	10	10
Total	100	90	90	95

Note: Cox having received highest score has been chosen to be the service provider.



Response to:
Application #230019008
for
HUACHUCA CITY PUBLIC LIBRARY

Prepared by:
Login, LLC
1855 N 6th Ave, Tucson, AZ 85705
www.loginbusiness.com



Login, LLC, SPIN 143024458, is pleased to present the following response to Huachuca City Public Library, application #230019008 request for the fiscal year beginning July 1, 2023. The proposed services are for a 3 or 5 year term. Login acknowledges that this is an E-Rate contract.

The proposed service start date for this proposal is July 1, 2023.

Please contact Serena Lewis at 520-618-3000 or by email at accounts@loginbusiness.com with any questions regarding this proposal or for any further information.

We would appreciate the opportunity to partner with Huachuca City Public Library!

Sincerely,

The Team at Login





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Pricing, Pricing Sheet, Service Growth Clause

Service, Login Escalation List

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Pricing

Login's pricing includes and adheres to the below details. Our Pricing Sheet is included on the following page.

Internet Service

- Login to provide Internet Access
- Handoff shall be directly to Huachuca City Public Library's supplied LAN.
- Internet access availability is 24/7 x 365.
- All Huachuca City Public Library TCP/IP data traffic will be routed to the Internet.
- Login is a carrier-neutral provider working with the leading Tier 1 providers in the country: Cox Business, Lumen (CenturyLink), First Digital, AT&T, Zayo and more.

Circuit

- There are no additional costs for connecting the circuit, construction, permits, licensing, etc.
 - Demarc handoff: FIBER SFP connection. All equipment is included at no additional costs.
 - Full Duplex operation (connection shall be bi-directional)
 - The requested service shall allow the following Network Protocols:
 - All TCP/IP protocols
 - All Layer 1 and Layer 2 protocols, minimum Layer 3 protocols (EIGRP, IGMP, IPsec, OSPF, & RIP)
 - No other customers will have any physical or logical access to Huachuca City Public Library's traffic/VLAN.
-



Pricing Sheet

The below costs are per month. There are no installation costs associated with the below pricing. Pricing includes Login's Managed Router Service.

Internet Services		
Bandwidth	3-Year Term Cost per Month	5-Year Term Cost per Month
500Mbps	\$975	\$883
600Mbps	\$1033	\$935
700Mbps	\$1091	\$987
800Mbps	\$1149	\$1039
900Mbps	\$1207	\$1092
1Gbps	\$1265	\$1144

There will be a one-time installation cost of \$500.





Service Growth Clause

Upgrades

Login offers Internet Access Solutions from 3Mbps to 40Gbps. Customers may request an upgrade of an existing Internet access circuit. If requested via phone call or email, a Login Account Manager will open a support ticket to track the upgrade. Any authorized contact may also open a support ticket for the request.

An upgrade cost will be provided to the customer and approval by an authorized contact will be required to ensure all requests are accurate, the cost is approved, and the upgrade reflects the desire of the customer.



LOGIN >

Service

Uptime

Login has maintained an average of greater than 99.99% uptime for fiber-based Internet Access Services since its opening in 2001.

Monitoring

All circuits are monitored and managed 24/7 x 365 by our Technical Team. Login uses Nagios, a service, application and equipment monitoring system, to monitor all circuits. Our team also monitors the circuit's associated services and equipment such as routers, switches, UPSs, etc.

Our monitoring system sends a ping to every circuit, service and connected piece of equipment every five minutes. In the event that any monitored item loses connection or has an issue, our entire Technical Team is alerted via email as well as an instant message via our instant messaging software platform. Our team will then proactively reach out to the customer to provide an update or inquire about what is happening with their circuit/equipment (e.g. customer is experiencing a power outage at their site). A text message alert to the customer is available per customer request.

Our Technical Team also uses Grafana, a database analytics and monitoring system, for access to a real-time dashboard with data from our customer's circuits. Grafana is always showing live data on our large monitors in our Network Operations Center. See photo below.





DDoS Protection (Distributed Denial-of-Service)

DDoS mitigation is included at no additional cost. In the event of a DDoS attack, Login's Network Operations Center will work to mitigate the attack by identifying the type of traffic and source(s) and remediate the attack by working with network peers and upstream carriers to block the undesirable traffic while permitting the desirable traffic.

Customer Web Portal

Login's web portal (Login Control) is available to all authorized contacts on a customer's account which shows all services, contracts, usage and support tickets opened by the users. Through Login Control, customers may submit support tickets; during normal business hours, they will receive a response to the ticket within a few minutes. Customers may also submit support requests via email or by calling our office.

Login's Support Escalation List is included in this tab. This document describes the process for a customer to reach technical support during and outside of normal business hours.

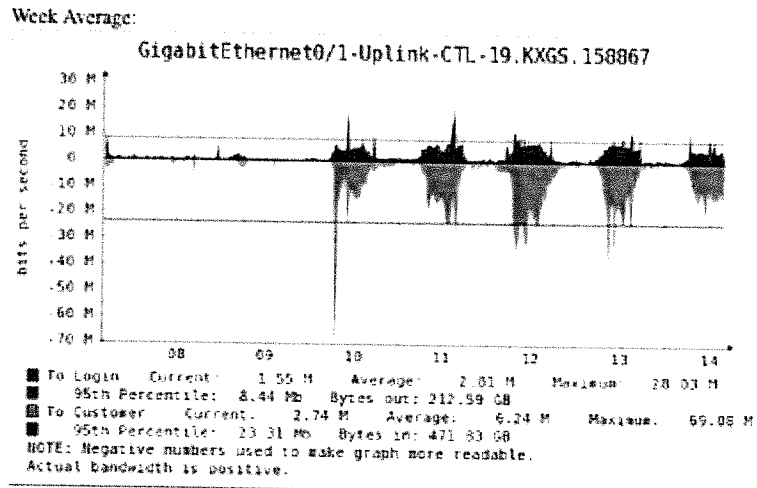
Reporting

Login Control provides customers access to data with respect to tickets and bandwidth usage.

Bandwidth usage graphs can be viewed for the following:

- 24-hour average
- Week average
- Month average
- Year average

See example:





Login Support Escalation List

Level 1

During Login's standard business hours (9am-5pm, M-F), you may open a ticket through our online ticket system at control.login.com or by emailing us at support@loginbusiness.com.

Our engineering team will respond back to your ticket.
Please allow 1 hour before taking action to escalate to Level 2.

*In the case of an after hours emergency, please immediately escalate to Level 2 after opening a ticket.

Level 2

If after business hours, you need to escalate your ticket to Level 2, call 520-618-3000 and follow the prompt to reach an on-call technician if your issue is an emergency. If it is not an emergency, follow the prompt to leave a voicemail.

The contacts on the escalation list below will be available only during standard business hours. After standard business hours, you will reach voicemail.
Please allow 1 hour before taking action to escalate to Level 3.

Level 3

If you need to escalate your ticket to Level 3, you may contact our Director of Operations, Joseph Fico:

Office: 520-618-3000 x528
Cell: 520-241-7919

Please allow 1 hour before taking action to escalate to Level 4.

Level 4

If you need to escalate your ticket to Level 4, you may contact the President of Login, Matthew Ramsey:

Office: 520-319-0000
Cell: 520-975-9000

If you receive voicemail after our standard business hours, please call again within 2 minutes.



Example Project

Upon completion of agreed upon contracts, Login will process the installation of the services as described below. A true customer example follows the below description.

Login will provide an Internet access circuit depending on the level of service that is contracted. Login will install a managed router with dual power inputs that is capable of performing firewall, filtering and queuing services based on the requests of an authorized contact from the customer. Login also provides a managed and monitored UPS system capable of providing hours of runtime during utility power failure at the customer premise.

All equipment is rack mounted, where available, or wall mounted with a backboard. All installs are completed in a clean and professional manner. A designated port(s) on the Login router will be made available for connection to the customer's equipment in order to provide Internet access. The equipment installed is monitored 24/7 with alerts to our technical team in the event of any issues. Support tickets are opened for the customer to track and document all installs, change requests and/or issues with the services that may arise.

Customer Example - Current Service

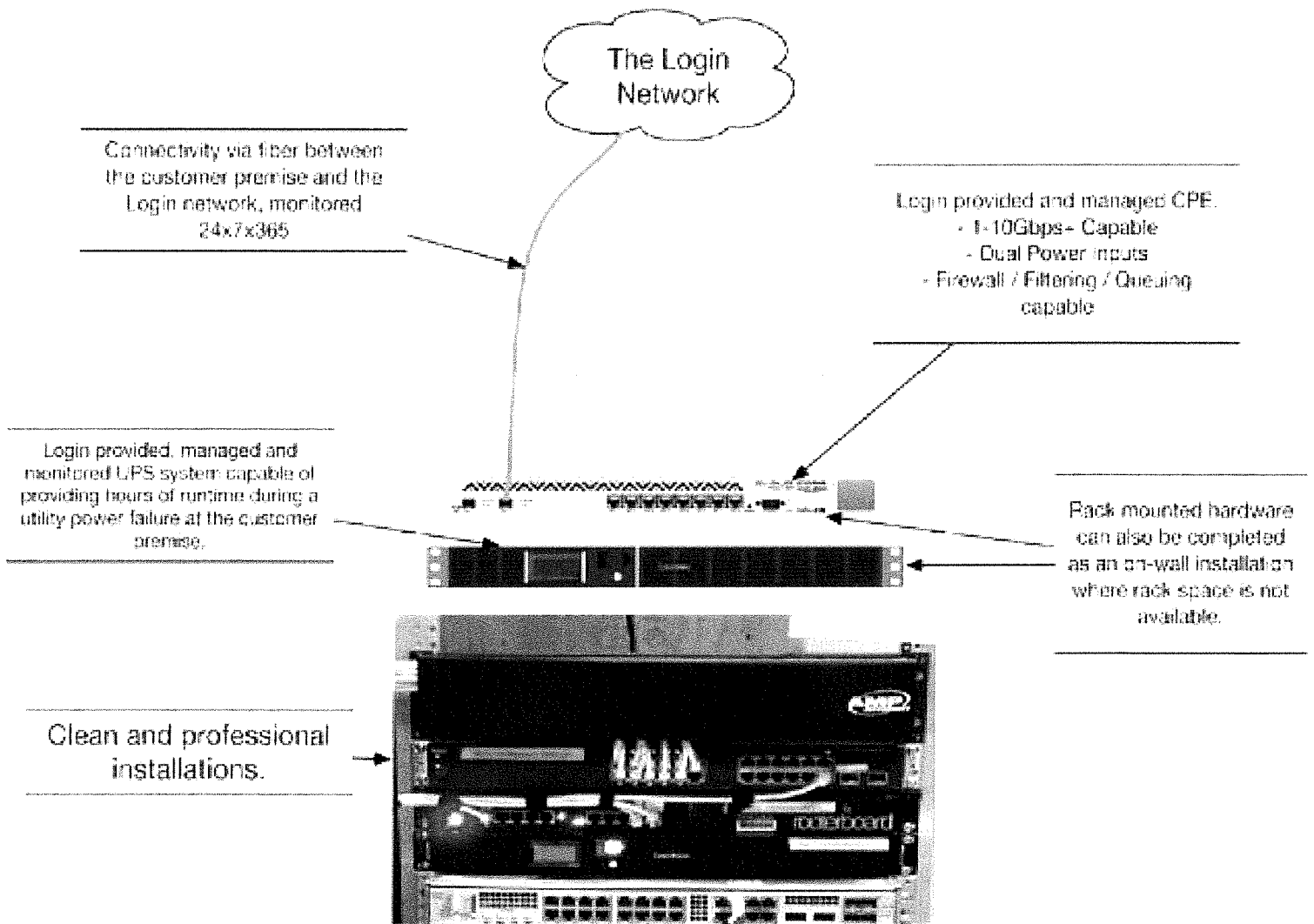
Login provides Internet service to two BASIS Charter Schools locations in Scottsdale and Chandler, Arizona. Upon opening an installation ticket with the customer's main point of contact, outlining the installation process, Login's Technical Team and Account Management Team took the following steps at each location:

1. Scheduled on site survey between the end user and the carrier
 2. Assigned public IP addresses as needed
 3. Configured customer premise equipment (CPE); all configurations reviewed by one or more additional Login engineers
 4. Scheduled carrier fiber installation
 5. Login arrived on site to install equipment and perform circuit testing
 6. Confirmed Internet service was live and working properly
 7. On-site equipment was added to Login's monitoring and management platforms
 8. Communicated to the customer that the Internet was live and via Login's online ticketing system, the team detailed the steps taken to complete the install
 9. Communicated to the customer that the installation was complete and provided the billing start date
-

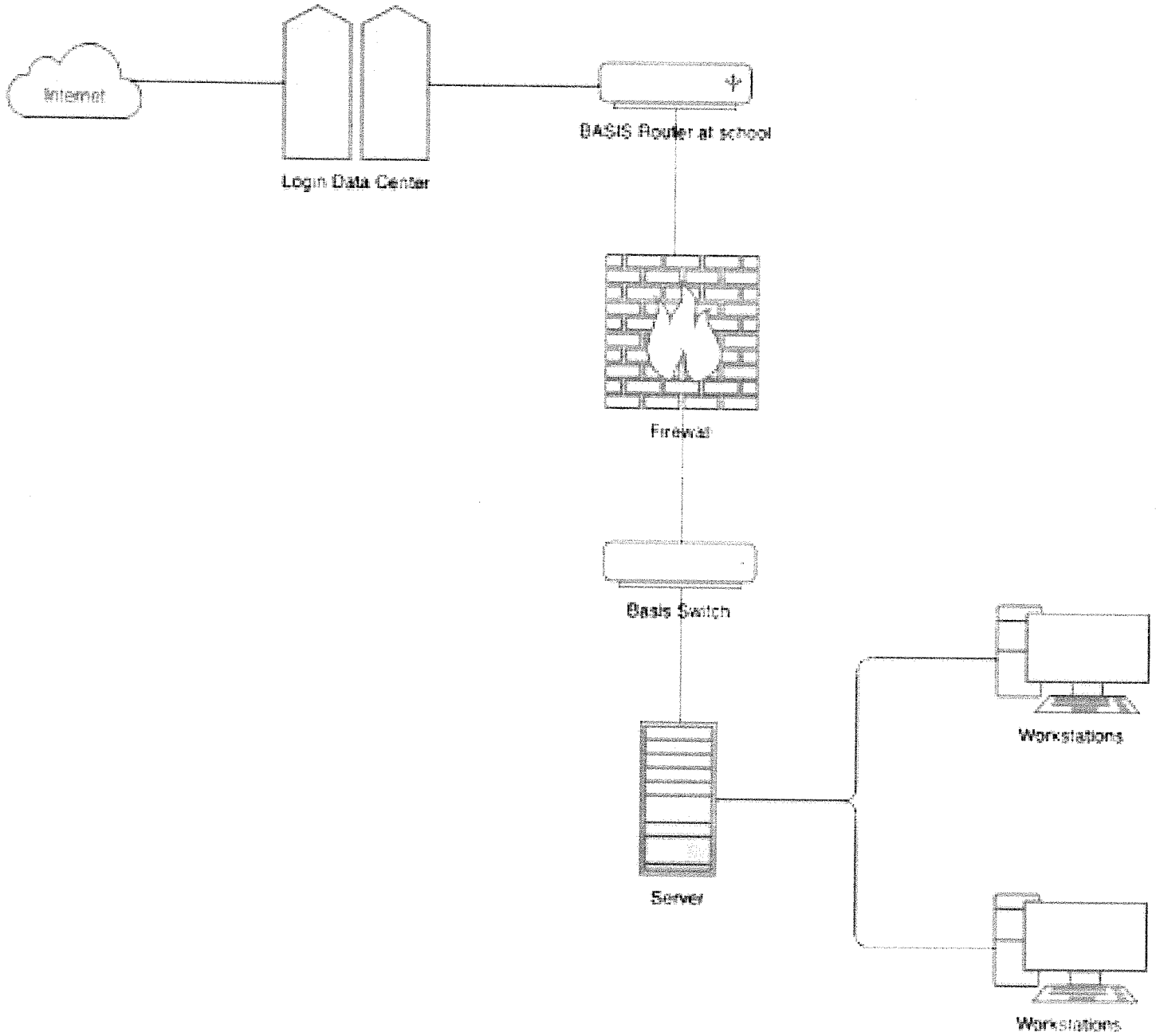
LOGIN >

On-going performance and service includes 24x7 x 365 monitoring and management of the service and on-site equipment by Login, as outlined in Tab 3 of this document.

The below diagrams provide a visual understanding of a completed installation as well as a simplified network diagram.



LOGIN >





Customer References

Login has had the pleasure of serving many schools and businesses throughout North America. The majority of our customers are in southern Arizona.

Customer: Bisbee Unified School District

Contact Name: Tom Woody, Superintendent

Contact Phone: 520.432.5381

Contact Email: twoody@busd.k12.az.us

Customer(s):

- La Paloma Academy Charter Schools
- Heritage Elementary School District
- Liberty Traditional School District

Contact Name: Justin Hernandez, Facilities Director

Contact Phone: 520-545-0575

Contact Email: justinjchernandez@gmail.com

Project Type: Provide Internet Service, Wireless Internet Access, Hosted VoIP Service, Virtual Machines, Managed Router & WAP Service, Fax Service

Customer: Portable, Practical Educational Preparation (PPEP, Inc.)

Contact Name: Ryan Wild, IT Director

Contact Phone: 520.806.4674

Contact Email: rwild@ppep.org



Vendor Summary

Login

Firm Name: Login, LLC
Business Address: 1855 N 6th Ave, Tucson, AZ 85705
Phone/Fax: 520-618-3000 (main)
520-618-1040 (fax)
Primary Contact: Serena Lewis, Account Manager
SPIN: 143024458

Related Work Experience and Qualifications of Login

Login was founded in September 2001 by a group of local business owners and investors to fill the void of quality Internet providers in the Tucson Market. We delivered superior quality products then and that still drives today. We have grown by continuing to deliver unrivaled quality, value, and customer satisfaction in Internet, networking, and data center services.

Our focus has always been providing peace of mind to our customers. Our technical achievement of providing the most reliable telecommunications extends from our data center to our staff and business practices.

E-Rate Experience

Login is a qualified USAC provider. Our SPIN is 143024458, registered over 15 years ago. We have never had a denial of services for any of our customers. Multiple Login staff members have attended the USAC training for service providers.

Login's Team

Login is very stable with our founders still leading the company. Matt Ramsey, President and CEO, leads our Client Team. His team works closely with our customers to find the best telecom and networking solutions within their budget.

Our Technical Team is led by Joseph Fico, Director of Operations. Mr. Fico and his technical staff solve the most formidable technical challenges so our customers do not have to. Mr. Fico holds a degree in Computer Engineering from the University of Arizona as well as an MBA from Eller College at the



University of Arizona. Login's IP engineers are seasoned industry veterans, many of which bring over 20 years of experience in the Internet industry.

Dan Multhup is Login's Senior Account Manager. Mr. Multhup holds a BS from Northern Arizona University and with over a decade of experience in management of a chain of restaurants, he is uniquely suited to lead Login's Account Management Team whose primary purpose is customer satisfaction. Mr. Multhup has been with Login for over 5 years.

Login's IP Network

Login's IP network is comprised of multiple upstream connections to "Tier 1" carriers in Arizona and Texas. Additionally, Login maintains a presence at multiple Internet exchanges to peer directly with organizations like Google, Microsoft and Amazon. This ensures the fastest response possible for schools who have adopted Google or Microsoft's cloud-based environment or utilize any services (of which there are many) hosted within Amazon's AWS environment.

Login maintains a physical presence at the following data centers:

- | | |
|------------------|---------------------------------|
| • Login DC2 | 1855 N 6th Ave, Tucson, AZ |
| • Phoenix NAP | 3402 E University, Phoenix, AZ |
| • Equinix Dallas | 1950 N Stemmons Fwy, Dallas, TX |
| • Digital Realty | 120 E Van Buren, Phoenix, AZ |





E-Rate Clauses

Login is a qualified USAC provider. Our SPIN is 143024458, registered over 10 years ago. We have never had a denial of services for any of our customers. Multiple Login staff members have attended the USAC training for service providers. Login works with many schools and school districts through the USAC program.

Login has been providing Internet access to customers since its inception in 2001. We currently provide Internet service to school districts, schools, libraries, and many private businesses throughout North America.

Login would bring the appropriately-sized Internet connection that would terminate in a managed router that our engineering team would place at the location. From the router, Login would hand-off the appropriate sized ethernet connection, based on the size of the installed circuit, to the school's equipment. Login's engineering team would work with the designated technical Point of Contact (POC) to configure the routing, firewall and DNS services, however they would desire. Our technical, design and engineering resources would be available to you to ensure that the school district makes best use of services from Login.

In the event that E-rate funding were to no longer exist from the Schools and Libraries Program of the Universal Service Fund, or if there were to be a funding denial for future years of an existing contract, the customer may terminate the contract with no liability with ninety (90) days written notice to cancel. In the event of late funding commitment decision letters, Login would do our best to work with the customer to create a solution to allow the customer to continue with our services. This may include downsizing to a lower bandwidth circuit, etc.





Implementation Plan

Installation Equipment List

For Internet Services, Login will install the below managed equipment at each location where Internet service is rendered; the equipment is included in the price of the circuit. All equipment is purchased new. In the event that Login deems a piece of equipment in need of an upgrade, Login will replace at no cost to the customer.

Bandwidth: >100Mbps

Managed Router: Mikrotik RB4011 or CCR1009 depending on customer needs

Managed Smart UPS: CyberPower OR500

ISP/DNS/IP Addresses

Login's proposal includes the following:

1. Internet Service
2. DNS Service
3. IP Addresses - Login will provide 10 (ten) IP addresses with our Internet Service. Additional IP addresses can be purchased through Login.

Implementation

Upon the acceptance of an offer for services, the following steps are initiated by Login:

1. Login will issue a contract and once signed by both parties, Login will provide the fully executed contract to the customer.
 2. Login will establish a partnership between the customer and a Login Account Manager who will oversee the installation process. The Account Manager will send a welcome email to the main point of contact describing the next steps. Information about accessing Login Control will be included in the email, as well as our ACH form should the customer wish to sign up for our ACH payment plan.
 3. Login will create an installation/provisioning ticket to track the installation process. This ticket will be shared with the main customer point of contact. All customer-designated technical points of contact will also be on this ticket to ensure they receive updates.
-

LOGIN >

While all relevant updates regarding the project will be documented in the ticket system, our team understands that oftentimes phone calls are a better means of communication; we therefore welcome open communication via phone as well. Information shared on the phone, via email or in person will then be documented in the ticket system to ensure that all engineers are equally knowledgeable on the status and progress.

4. Login will order the appropriate circuit(s) and required hardware/equipment.
5. Login will schedule site surveys, construction, installation of circuits and hardware, and obtain permits as necessary.
6. Once the circuit has been installed at the customer site(s), Login's Technical Team will come on site and complete the installation and turn-up the circuit.
7. Login's Technical Team will begin our standard practice for monitoring the circuit and equipment.
8. Login will communicate the billing start date to the customer once the circuit installation has been completed and the installation ticket will be closed. The customer may reopen the ticket at any time by replying to the ticket.

The implementation plan will be managed by Login's Account Management team. Our contact information is:

Team Members: Dan Multhup, Marco Ruiz, Serena Lewis

Phone: 520-618-3000

Email: accounts@loginbusiness.com



Close of Proposal

We thank you for the opportunity to present our proposal for services with Login.

It is our hope that we have adequately expressed the value of working with Login and we would appreciate the opportunity to provide service to you!

Sincerely,

Team at Login



Lumen Service Level Agreement

Updated: August 29, 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. This Service Level Agreement is subject to change. If Lumen changes this Service Level Agreement and the change is material and detrimental, Customer may receive the last version of the Service Level Agreement in effect before the change.

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, • Off-Net Internet Services in North America and all On-Net Internet Services regardless of the global region (collectively “Gold Internet”), • Off-Net MPLS (IPVPN and VPLS) Services in North America and all On-Net MPLS (IPVPN and VPLS) Services regardless of the global region (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. Delivery Service Level

Lumen will exercise commercially reasonable efforts to deliver (i) a Managed Service, Edge Gateway Service or Network Service except for Dynamic Connections-IPVPN, Dynamic Connections-Ethernet or Lumen SASE Solutions on or before the Customer Commit Date specified for the Service, (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, (iii) a Lumen SASE Solutions software license within 24 hours of the SASE Order Confirmation Notice, or (iv) Lumen SASE equipment within 15 business days of Customers completion of technical data gathering. 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, Table 3.2.1, or Table 3.3.1. 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 Delivery Service Level. Instead, this Delivery Service Level is Customer's sole remedy for delayed installation of the Service. This Delivery Service Level does not apply to Enterprise Access Services.

3.1 Delivery Service Level for Edge Gateway Service, all Managed Services and Network Services except for Dynamic Connections-IPVPN and Dynamic Connections-Ethernet and Lumen SASE Solutions.

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 Delivery Service Level for Dynamic Connections-IPVPN and Dynamic Connections-Ethernet.

To be eligible for this Delivery 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%

3.3 Delivery Service Level for Lumen SASE Solutions.

3.3.1 Table 3.3.1 SASE Software License

Hours After Order Confirmation Notice	Service Level Credit of Software License MRC
25-29	10%
30-35	20%
36-41	30%
42-47	40%
48-54	50%
Greater than 54	100%

3.3.2 SASE Equipment

If SASE Equipment is not delivered within 15 business days of Customer's completion of technical data gathering information, Customer will be entitled to a Service Level Credit of 100% of the SASE Equipment MRC for each 30 calendar day period until Lumen delivers equipment.

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 eLynk 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
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
Europe to Asia^	<345ms	<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 eLynk. 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%
Latency	99.00%	98.99% to 97.51% = 10% 97.50% to 96.03% = 30% Below 96.03% = 50%
		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 Delivery 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. This Change Management Service Level does not apply to Self-Managed Lumen SASE 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, Customer applications hosted on the Edge Gateway Service, or Self-Managed SASE 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, Customer applications hosted on the Edge Gateway Service, or Self-Managed Lumen SASE 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 and Lumen SASE Solutions with Pro-Managed Service	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, Customer applications hosted on the Edge Gateway Service, or Self-Managed Lumen SASE 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 or, if Lumen SASE Service, the Service Ready 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, Managed Network Service, or Lumen SASE Solutions.

"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.

"Service Ready Date" is defined as the date Lumen notifies Customer that the Lumen SASE Solutions service is ready for activation.

"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.

MANAGED NETWORK SERVICE SERVICE SCHEDULE

1. **General.** This Service Schedule applies when Customer orders Managed Network Services (MNS) provided by Lumen. "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Service Schedule. Managed Network Service may be designated as Managed Customer Premise Equipment (CPE), CPE-Based Managed Service (CPE MS), Managed Virtual Private Network (VPN) Device, Managed Internet Device, Managed Device, Managed Router, or Managed IAD, in Orders, order acceptance, service delivery, billing (and related) documents. This Service Schedule is subject to the Master Service Agreement between Lumen and Customer or other service agreement under which Lumen or a Lumen affiliate provides services to Customer (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. Capitalized terms used but not defined in this Service Schedule will have the meaning set forth in the Agreement.

1.1 **Additional General Terms.** 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. 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.** MNS is a comprehensive solution where Lumen manages and maintains CPE (each, a "Managed Device") provided by Customer or Lumen associated with Internet access, Converged Services or MPLS-based data service.

2.1 **CPE Related Terms.** If the Customer chooses to provide its own CPE, Customer: (i) assigns full operational management responsibility for such equipment solely to Lumen; (ii) warrants and represents that the CPE is not in end of life (EOL) status with the manufacturer; and (iii) the CPE has a current and active equipment and software support agreement with the original equipment manufacturer. For Lumen provided CPE, the separate terms of the Customer Premise Equipment (CPE) Addendum apply and are incorporated by reference into this Service Schedule.

2.2 **SNMP Read-Only Access and Netflow.** Upon Customer's written request, Lumen will facilitate SNMP read-only access and/or Netflow to CPE managed by Lumen. Access to Managed Devices in this way will be access control list protected and restricted to a pre-determined list of Customer's network management system devices to be agreed by Customer and Lumen. Any failure to achieve the Service Levels relating to MNS will be excused and no credits or other remedies extended if such failure arises as a result of: (i) excessive polling of Managed Devices by Customer causing SNMP utilization on a Managed Device's processor to affect performance, (ii) failure by Customer to update Customer's network management system devices with known recommended security fixes, (iii) increased traffic or CPU utilization caused by NetFlow, or (iv) security breaches on Customer's own network.

2.3 **Service Levels.** MNS is subject to the Lumen Service Level Agreement available at www.lumen.com/service-guides and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Customer Responsibilities.

3.1 **Charges.** Customer will be billed on a fixed rate basis for MNS, consisting of a non-recurring charge (NRC) for installation and a monthly recurring charge (MRC). Charges for certain Services are subject to (a) a property tax surcharge and (b) a 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.

4. **Chronic Problem Resolution.** A Chronic Problem is defined as a continuing error, conflict, trouble report or similar issue that affects the ability to pass Customer traffic through the CPE. If Customer or Lumen determines that the Chronic Problem is the result of a recurring issue on the Customer side of the CPE, Customer will take all reasonable steps necessary to correct the issue including but not limited to (i) requesting Lumen proactively continue monitoring the relevant service (without taking additional action to address the immediate issue) until the Chronic Problem is resolved to Lumen's and the Customer's satisfaction; or (ii) requesting Lumen take any necessary action to prevent the alerts from being displayed (meaning Lumen will not respond to future instances of the defined Chronic Problem). If Customer has not resolved the Chronic Problem within 30 days, Lumen may continue to monitor the relevant service and charge the Customer a \$200, or local currency equivalent, per alert response fee for as long as the Chronic Problem remains, or take any necessary action to prevent the monitoring alerts from being displayed. In all cases, isolating Chronic Problems may impact other elements of Service, and Lumen activities in respect of Chronic Problems may result in additional charges. Customer will not be entitled to any rebate or reduction of fees for the affected component. If the Chronic Problem is due to faulty Customer provided CPE, Customer will take such action to repair, remove from MNS coverage, or replace such faulty CPE.

**LUMEN MASTER SERVICE AGREEMENT
E-RATE VERSION**

This Master Service Agreement ("Agreement") is between CENTURYLINK COMMUNICATIONS, LLC D/B/A LUMEN TECHNOLOGES GROUP ("Lumen") and <<<CUSTOMER NAME HERE>>> ("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. Lumen and Customer are entering into this Agreement for the provision of certain telecommunications services, equipment or both ("Service") (Opportunity ID: XXXXXXXXX). The Service may be eligible for discounts or other benefits under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 ("E-rate Program") and administered by the Universal Service Administrative Company ("USAC") or other administrative body designated by the Federal Communications Commission ("FCC"), or under state or local corollaries to the E-rate Program (collectively, the discounts or other benefits are referred to as "Support").

1. E-Rate Terms.

1.1 Agreement Term. The term of the Agreement will commence as selected in the below table and will continue for xx months thereafter, unless earlier terminated in accordance with the Agreement ("Term"). Should Lumen continue to provide Service after the expiration of the Term, the Term will continue on a month-to-month basis at the then current month-to-month rates, which may be terminated by either party upon 30 days written notice to the other party. While the Agreement is effective on the date the last party signs, the Term of the Agreement will begin according to the following option selected by Customer:

____ Option 1.	The Term will begin on the date the last party signs the Agreement. Customer is requesting Support but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
____ Option 2.	The Term will begin on July 1, 2023. Customer is requesting Support but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
____ Option 3.	After the initial execution of the Agreement by the parties, the Term will not commence until the date that Lumen receives USAC's Funding Commitment Decision Letter and/or Support Schedule. But if Lumen receives USAC's Funding Commitment Decision Letter before July 1, 2023, the Term will begin July 1, 2023. Customer will be responsible for payment for Service throughout the remainder of the Term and for any amounts not covered by the Support, irrespective of the availability of Support for future years.

1.2 Service Term. Notwithstanding any conflicting term defined in a Service Attachment, Quote, Order, Pricing Attachment or Table, the term of an individual Service begins on the Service Commencement Date or Start of Service Date for that Service and continues for the number of months remaining in the Term of the Agreement ("Service Term"). Service will continue month-to-month at the expiration of the Service Term at the then current month-to-month rates, terminable by either party with 30 days written notice to the other party. Any reference to automatic renewals will have no force or effect.

1.3 Applications for Support. Following execution of the Agreement and if Customer chooses to seek Support for Service, Customer will take appropriate steps to ensure that USAC receives an application and any other necessary documentation to request Support for Service, including but not limited to: E-Rate: FCC Form 471, Item 21, FCC Form 486, FCC Form 500, Service Substitution Request, Service Certification Form; RHC/HCF: FCC Form 462/466, Network Cost Worksheet, copies of Contract and copies of first and last months bills for billing period being invoiced. Customer will promptly provide Lumen with a copy of its Funding Commitment Decision Letter, Support Schedule and all other relevant documentation requested by Lumen. Customer will abide by all FCC and USAC rules and obligations for receipt of Support, including but not limited to confirming receipt of Service.

1.4 Payment for Eligible Services.

1. Customer Responsibility. At all times during the Term of the Agreement, Customer is responsible for payment for Services in accordance with the above payment terms, including but not limited to, periods when Customer may not be eligible for Support or if the FCC or USAC fails to reimburse Lumen for Service, or if the FCC or USAC reclaims or requires forfeit of any portion of Support paid or payable to Lumen on Customer's behalf. Customer will reimburse Lumen for any Support amounts not reimbursed, forfeited or reclaimed, by action of the FCC or USAC, including, but not limited to, if caused by Customer's acts, omissions, or violations of any FCC or USAC rules and obligations.

2. Support Payments. Lumen will apply Support to Customer's billing accounts for the Services when payments are received by Lumen. Customer may elect to pay the portions of its invoices for Services that are not covered by Support and rely on payment for the remainder of the invoice by Support being received by Lumen. If, at any time, Lumen does not receive full payment of an invoice balance by the due date of the invoice, regardless of source, Lumen will charge Customer late payment charges as stated in the Agreement. While Lumen will use commercially reasonable efforts to assist Customer in requesting Support, Lumen is not responsible for Customer's compliance with FCC or USAC rules and regulations, Customer's applications for Support, or any decisions or actions by the FCC or USAC with respect to Customer.

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3. **Invoice Submission.** Customer will promptly submit its invoices to USAC along with any necessary forms and related documentation to facilitate payment of Support by USAC. Customer is responsible for any late fees associated with delays on USAC invoice processing unless such delays are directly attributable to Lumen.
4. **Non-appropriations.** Customer may not use lack of funding under the E-rate Program as a basis for asserting that the Customer was not appropriated funds for payments due under this Agreement.
- 1.5 **Upgrades; MACDs.** Despite any language to the contrary in a Service Attachment, for moves, adds, changes, or upgrades, agreed to by Lumen, Customer will pay Lumen's then current charges, which will be based upon the Term remaining in the Agreement. Termination charges will be assessed to any Services disconnected that did not fulfill the applicable required Service Term. A move, add, change, or upgrade will not start a new Service Term. The Service Term for any move, add, change or upgrade must be coterminous and cannot exceed the Term of the underlying Agreement.
- 1.6 **Competitive Offer.** Any references in the Agreement to Competitive Offers will have no force or effect. Rates cannot change during the Term of the Agreement unless mutually agreed to by both parties in writing.
- 1.7 **Title to Equipment Not Subject of Funding.** Any equipment which Customer is not applying for Category Two Support under the E-rate Program that is used in the provision of Services under the Agreement, is the property of Lumen. Customer neither owns nor will acquire any right of ownership to, or exclusive use of, any such Lumen-provided equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part. Upon termination or expiration of the Agreement, Customer will surrender and immediately return the Lumen-provided equipment to Lumen or will provide Lumen access to reclaim such equipment.
- 1.8 **FCC Form 470; Conflicts.** This Agreement is executed between the Parties and reflects Services and pricing (as reflected on the applicable Pricing Attachment or the accompanying Order Form Contract ("OFC")) that was awarded pursuant to Customer's FCC Form 470 dated as noted below the Customer signature block and filed with USAC for the current funding year with any accompanying RFP, if applicable. If a conflict exists between the FCC Form 470 and/or RFP and this Agreement and accompanying OFC(s), this Agreement and OFC(s) controls.
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.
- **Internet Services Service Schedule**
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 Service Attachment, 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) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) 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:

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(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 owned and operated network (On-net), and such changes will be treated as scheduled maintenance.

6. Service Levels.

(a) Any "Service Level" commitments 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.

9.3 Indemnity. Notwithstanding any contrary statements in the Agreement or its attachments, Customer is not required to indemnify Lumen under the Agreement to the extent prohibited by applicable law. No section of the Agreement is intended to create a waiver of Customer's rights or privileges as a sovereign entity.

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 Lumen determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10

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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 by Customer 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 obligations 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. Customer must comply with the Acceptable Use Policy ("AUP"), which is available at <https://www.centurylink.com/aboutus/legal/acceptable-use-policy.html>, for Services purchased under this Agreement. Lumen may reasonably modify this policy to ensure compliance with applicable laws and regulations and to protect Lumen's network and customers. If Customer will use the Services to process personal data subject to privacy or data protection law that requires specific terms in place with service providers, Customer is responsible for requesting such terms from Lumen.

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 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

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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. Lumen acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, open records, or similar laws and regulations (collectively, "FOI"). Customer will provide Lumen with prompt notice of any intended FOI disclosures or post-execution FOI requests, citations to or copies of applicable FOI for review, and an appropriate opportunity to seek protection of Lumen confidential and proprietary information consistent with all applicable laws and regulations. Except to the extent required by a "FOI request," 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.

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 this 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.

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

<<<CUSTOMER NAME HERE>>>

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

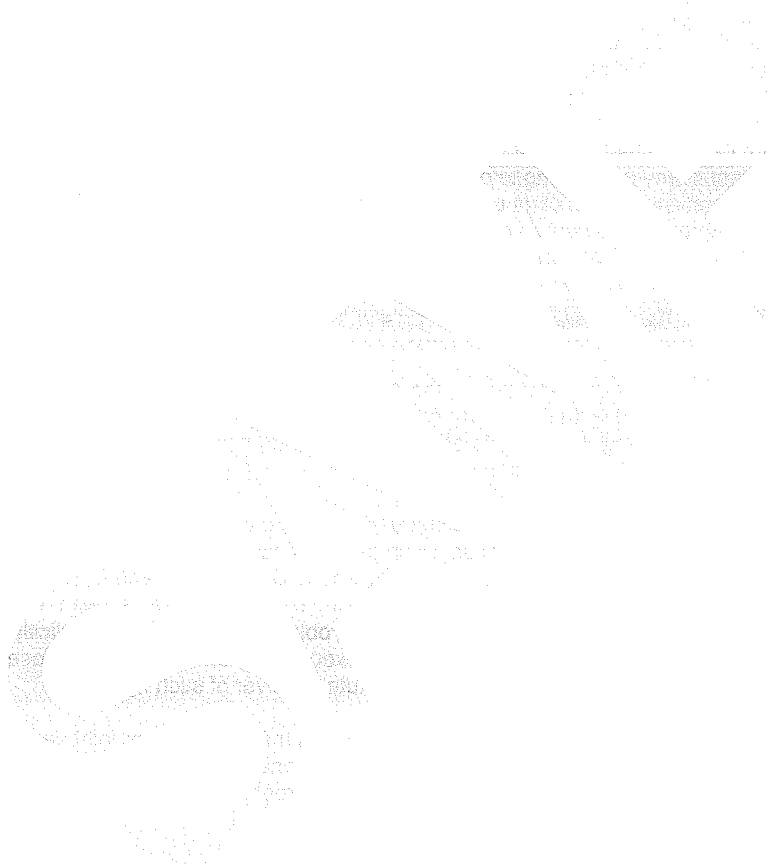
Title

Title

Date

Date

Customer's Address for Notices: 520 3RD ST E, HUNTINGTON,
OR 97907;
Customer's Facsimile Number (if applicable): (541) 869-2444
Person Designated for Notices: General Counsel
Date of FCC FORM 470: 10/22/21



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E-RATE VERSION
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.

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 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.

**LUMEN MASTER SERVICE AGREEMENT
E-RATE VERSION
INTERNET SERVICES SERVICE SCHEDULE**

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.

2.8 Service Levels. Lumen Internet Services are subject to the Lumen Service Level Agreement available at <http://www.lumen.com/service-guides> and subject to change.

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

**LUMEN MASTER SERVICE AGREEMENT
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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.

SAMPLE

**LUMEN EDUCATION DIA AND ON-NET ACCESS OFFER
ORDER ADDENDUM**

This Order Addendum ("Addendum") is entered as of the last date of signature below between Lumen and Enter Customer Name ("Customer") and modifies the attached Enter Order Number from Scenario Manager for the Eligible Services ("Relevant Order") as specifically set forth within this Addendum. This Addendum is subject in all respects to the Internet Services Service Schedule ("Service Schedule"), and the Lumen Master Service Agreement – E-Rate Version or State, Local and Education Government Agencies Version ("Agreement") between Customer and Lumen. "Lumen" is defined for purposes of providing Services this Order Addendum as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and/or its affiliated entity as identified in an invoice. Capitalized terms used but not defined below have the meaning set forth in Customer's agreement as identified in the Relevant Order.

- 1. Scope.** Customer may purchase new Dedicated Internet Access ("DIA") and associated on-net access ("Eligible Service") under this Addendum. Unless otherwise stated in this Addendum, Offer Pricing is exclusive of, and may not be combined with, any other offers, promotions, or discounts, and will only be applied in lieu of any such discounts. All other rate elements not specifically set forth in this Addendum are as stated in the Agreement and Service Schedule or Order form(s). Customer's Agreement must include the Service Schedule and any applicable Order form. Performance Service Levels, as set forth in the Lumen Service Level Agreement, will not apply.
- 2. Customer Eligibility.** This DIA E-Rate Offer for Eligible Services will be made available only to Customers participating in the federal E-Rate – Schools and Library Universal Service Fund support program ("E-Rate Customer(s)) and K-12 Customers. E-Rate Customers acknowledge that it has submitted an application to the Universal Service Administrative Company ("USAC") for support during the current E-Rate program year.
- 3. Offer Pricing.** Customer will receive the pricing for Eligible Service shown in the applicable Order form, which is incorporated by reference into this Addendum ("Offer Pricing"). Offer Pricing does not apply to any Service ordered before January 1, 2023. Offer Pricing is only available at eligible service locations. Eligibility is determined at Lumen's sole discretion. Lumen may change or discontinue this offer at any time without further notice. Customer will be responsible for all charges assessed by either Lumen or a third-party in association with the services, including but not limited to construction charges, taxes, fees, and surcharges.
- 4. Construction.** Construction charges apply if; (i) special construction is required to extend Service to the demarcation point; or (ii) other activities not covered under the Building Extension Service Service Schedule are required beyond the demarcation point, that cause Lumen to incur additional expenses for provisioning the Service ("Construction"). If Customer does not approve of the Construction charges after Lumen notifies Customer of the charges, the Service ordered will be deemed cancelled.
- 5. Miscellaneous.** All other terms not specifically set forth in this Addendum, including, without limitation, any other rate elements, are as stated in the Agreement, Service Schedule, and Order form(s). If there is a conflict between any of the following documents, the order of control is: this Addendum, the Service Schedule, the Agreement, and the Order form(s). All other terms set forth in the Agreement will remain in effect. This Addendum, the Service Schedule, the Agreement, and the Order form(s) set forth the entire understanding between the parties as to the subject matter herein and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof. This Order Addendum will only apply to the Order(s) identified above and will not apply to any other orders. By signing below, each party acknowledges that it has read, understood, and accepts the terms and conditions set forth in this Order Addendum.

LUMEN

>>ENTER Customer's legal name<<

**LUMEN MASTER SERVICE AGREEMENT
LUMEN EDUCATION DIA AND ON-NET ACCESS OFFER
ORDER ADDENDUM**

SAMPLE



E-Rate Funding Year 2023

Huachuca City Public Library

March 7, 2023

470 Number 230019008

LUMEN®

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March 7, 2023

Stephanie Fulton
Huachuca City Public Library
506 N Gonzales, Blvd,
Huachuca City, AZ. 85616
sfulton@huachucacityaz.gov

Dear Ms. Fulton:

Lumen is pleased to present this response to your 470: 230019008 for Internet Access and Data Transmission Service for Huachuca City Public Library.

Lumen has made every effort to respond with accurate and relevant information. Occasionally, it was necessary for Lumen to make assumptions to formulate a timely response. Therefore, Lumen reserves the right to correct any errors and to modify any responses based on the final solution or information received during further discussions. Notwithstanding anything in this response to the contrary, including Lumen's signature on its response, Lumen will not be legally bound until execution of a mutually agreed-upon definitive agreement.

Additionally, as you may be aware, Lumen previously re-branded from CenturyLink to the new brand name of Lumen. The legal entity that will execute the contract for an award stemming from this proposal will be CenturyLink Communications, LLC d/b/a Lumen Technologies Group. You will see marketing campaigns and correspondence under the new Lumen logo associated with its products going forward.

We look forward to the next steps in the process.

Best regards,

Mitch Salmon
Sales Engineer
Lumen Technologies Group
(636) 625-7086
Daniel.salmon@lumen.com
E-Rate Fax: (866) 913-1239

Pricing for Huachuca City Public Library

The following detail is the cost to provide Lumen's IQ Networking/IQ Data Bundle solution. Lumen cost model is built around the total amount of bandwidth and the associated Monthly Recurring Charge (MRC) that Huachuca City Public Library has requested. Huachuca City Public Library can continue to upgrade the bandwidth to full port rate without additional construction costs.

Name of Service: IQ Networking/IQ Data Bundle
Affiliate Providing Service: CenturyLink Communications Company, LLC
SPIN: 143001157
Service Locations: 506 N Gonzales Blvd, Huachuca City, AZ. 85616

Centurylink IQ Networking/Data Bundle - 36 months		
Bandwidth	Combine Port, Loop Access Total MRC (Monthly recurring charges)	NRC (non-recurring charges)
1 Gbps	\$1,000.00	\$0

Taxes, Fees, and Surcharges

Please note: Customers must file for taxes separately from the service MRC on their FCC Form 471.

Estimates of applicable taxes, fees, and surcharges are provided below. These line items will appear as a separate line item on your monthly invoice. Rates are subject to change during the agreement term, as Lumen doesn't control these rates.

State	City	Product Abbreviation	Product Component	Tax Type Description	Jurisdiction	Tax Rate %	Line Rate \$
Arizona	Huachuca	DIA - OnNet	Access Circuit - OnNet	Franchise Cost Recovery	State	0.02	
Arizona	Huachuca	DIA - OnNet	Access Circuit - OnNet	Property Surcharge	State	5.55	
		DIA - OnNet	Access Circuit - OnNet	Total		5.57%	\$

State	City	Product Abbreviation	Product Component	Tax Type Description	Jurisdiction	Tax Rate %	Line Rate \$
Arizona	Huachuca	DIA - OnNet	IP Port Usage	Franchise Cost Recovery	State	0.02	
Arizona	Huachuca	DIA - OnNet	IP Port Usage	Property Surcharge	State	5.55	
		DIA - OnNet	IP Port Usage	Total		5.57%	\$

Huachuca City Public Library and Lumen

Lumen appreciates the opportunity to present Lumen's proposal for IQ Networking/IQ Data Bundle to Huachuca City Public Library. For many years, Lumen has been a reliable and stable provider of telecommunications services and business solutions for Federal, State, Local Government, K-12, and Higher Education customers all over America. We look forward to working with Huachuca City Public Library and providing the excellence of service you require well into the future. Through its extensive global fiber network, Lumen provides secure and reliable services to meet the growing digital demands of customers. Incorporated in Louisiana in 1968, Lumen is an S&P 500 company and is included among the Fortune 500 list of America's largest corporations. Lumen's strong employee base provides world-class services that exceed customers' expectations for quality, value, and reliability. Customers benefit from Lumen's fiber-rich network and its commitment to delivering an outstanding customer experience. Lumen can help you capitalize on those opportunities through:

- Extensive local reach with significant local presence
- Reliable connections when, where and how you need them
- Best-in-class network security with scale that allows us to see more traffic and proactively thwart potential threats before they become security breaches
- An expanded portfolio of innovative adaptive technology solutions for choice and control
- Access to talented employees and partners
- Financial strength providing more resources for the business
- A relentless focus on the customer experience with an unwavering commitment to your success

Lumen provides full-service communications. Lumen's heritage is vast with 100+ years of service in this community, and we are proud employees who are committed to ensuring that every customer is 100% satisfied. Your Account Team is dedicated to Huachuca City Public Library. You will benefit from Lumen's deep understanding of your operating model and trends while anticipating new requirements. Every employee at Lumen has a vested interest in ensuring that Huachuca City Public Library is completely satisfied. We believe strongly that offering superior service with a laser sharp focus on your unique needs offers a competitive advantage.

Lumen's extensive network reach, significant local presence, and innovative technology solutions combined with an experienced team of employees and relentless focus on the customer experience create a powerful choice for customers globally. Lumen is equipped to serve customers with reliable, flexible, and secure connections — where, when, and how they need them — with:

- ~450,000 International Transport Miles (International Transport Route Miles are a combination of leased and owned, fiber and optical transport connectivity)
- 180,000+ on-net buildings
- ~36,000 employees globally

Lumen has valid SPINs for Internet services and is authorized by the FCC to offer the services proposed. Lumen is authorized as an Eligible Telecommunications Provider and serves its community on a common carriage basis. Lumen's Service Provider Annual Certifications are updated annually.

For more information on Lumen and E-Rate, please visit <https://www.lumen.com/en-us/industries/erate.html>

Solution Overview

IQ Networking / IQ Data Bundle

Lumen IQ Networking is a converged networking service based on leading technologies. You can build comprehensive networks using advanced Internet protocol (IP)-centric, multi-protocol label switching (MPLS) and virtual private LAN service (VPLS)-based solutions. Lumen IQ Networking simplifies complex data communications by uniting your mission-critical business applications with its OC-192 application-aware networking environment. We are able to construct flexible solutions that transcend the underlying technologies and permit universal access to a converged networking environment. Lumen's services are designed around your specific needs and backed by a service level agreement (SLA).

Lumen IQ Networking is modular so you can implement solutions tailored to your business requirements. Your current networking investments are protected since you can use your existing customer premises equipment (CPE). Lumen's services make it easy to design multi-node, any-to-any intranets or extranets that extends your connectivity to remote locations, trusted vendors, suppliers, and customers.

Network Technology

Lumen IQ Networking provides a complete range of services for various enterprise networking requirements. It's OC-192 IP network is one of the most advanced networks available with SLAs and it has some of the highest customer access speeds in the industry. We are one of the first network service providers to offer an off-net SLA with specific Internet backbone providers. The network backbone is engineered for minimal packet loss and network congestion. MPLS fast re-route is used between every core router in the network, ensuring a quicker recovery time comparable to synchronous optical network (SONET). Ports are available from 56 Kbps to 2.4 Gbps and Ethernet speeds from 2 Mbps to 1,000 Mbps.

Our public and private peering arrangements are extensive, allowing traffic to be sent to the network as soon as possible. This minimizes latency by allowing the next network in the path to make the most efficient routing decision possible. Lumen's Internet connections can be used for email, file transfers and ecommerce applications, which helps you expand your reach and physical boundaries.

Since 2001, Lumen's network has been transferring voice, video, and data across the globe for businesses of all sizes. It has advanced capabilities to support your current mission-critical applications, such as voice over Internet protocol (VoIP), as well as bandwidth-intensive business applications such as enterprise resource planning, customer relationship management and other business-to-business functions. Lumen's network is flexible to meet these business application requirements and can be tuned to your exact specifications for reliability, performance, and service.

Port Connectivity

To facilitate access into your network, you have the option to order ports with a variety of speeds from 56 Kbps to 2.4 Gbps and at Ethernet speeds from 2 Mbps to 1,000 Mbps/GigE. Choose between three port types with different features (if you wish to change your features, you can easily switch port types) which include:

- Internet Port – provides your locations with connectivity to the Internet.
- Private Port – provides private MPLS IP-based WAN connectivity between your locations with the

option to allocate traffic to Layer 2 (VPLS) VPNs or Layer 3 VPNs (MPLS).

Port Features

We understand that your organization needs a network solutions provider that can provide the flexibility to meet your legacy networking needs while also providing a route to the next level of advanced technologies. We provide service for MPLS or VPLS-based IP environments for mission-critical application and security support. We are able to provide a seamless migration path if your company has historically used traditional data transport methods and now wants an IP network.

Private MPLS Networking

MPLS bridges the intelligence of routing with the enhanced performance of switching. MPLS is a packet-forwarding technology that uses labels to make data forwarding decisions. It allows you to converge your communications onto a single application-centric network while helping to improve the efficiency of your WAN. Lumen's MPLS-based network technology helps deliver highly scalable, differentiated end-to-end IP services with simpler configuration, management, and provisioning.

MPLS is involved in IP and tag switching, bringing circuit switch benefits to the IP network's inherent connectionless routing environment. The protocol works at the edge of the network with routers known as label switch routers (LSRs) that assign a 20-bit label to the header of IP packets. Each path on the network is assigned a label switched path (LSP) that corresponds to an explicit path across the network, allowing packets to traverse a pre-established path that results in increased efficiencies. Each possible label can be stored in a simple table that permits quicker direct lookups, helps to reduce router overhead and increases processing time. MPLS eliminates latency caused by traffic, as it encounters multiple routers throughout the network where message headers are read and re-encrypted before forwarding decisions are made. MPLS introduces connection-like behavior in a connectionless environment that greatly helps to reduce operating costs, automate traffic engineering, and provide quality of service (QoS).

MPLS Private Port provides any-to-any connectivity and the routing for that VPN. With a private VPN, you control your routing and protocols. VPLS allows us to provide multipoint Ethernet LAN services over the MPLS network while implementing RFC 4762 VPLS using label distribution protocol (LDP) signaling. Private Port security domain is used for transport. PE routers are enhanced to support VPLS as additional VC label type and a full mesh of RFC 3985 is created for each VPLS instance, plus 2 label stacks are used on frames for core transport. VPLS Private Port is the next generation WAN technology and provides flexible access to Layer 3 and Layer 2 multi-point services. Ethernet allows for scalability and ease of operation.

Lumen Control Center Portal

Control Center is a free, secure, self-service web portal that provides access to critical tools enabling easy, secure management of invoices, network configuration and statistics, and trouble reporting for Lumen services including: MPLS/IP VPN, Internet Services, Voice Services, Managed Security Services, Dedicated Hosting, Network Management Services, Private Line, Ethernet Services, and Wavelength Services.

With Control Center Customers Can:

Acquire Business Data

To help you build an accurate picture of your strategic goals, choose from more than 100 different types of reports: billing, use, and network performance. You can use the interactive network dashboard to track performance and tickets instantly. Customer information is archived securely, allowing access to historical information.

Analyze Performance and Opportunities

You can track open tickets to help identify and correct services that are not operating efficiently. View a high-level service summary or details for a specific location. Qualify locations for additional or upgraded services to better meet your needs.

Act on Data

From managing call plans to configuring network traffic, use Control Center data to align your Lumen services with your organizational goals. You can set up alerts to be notified when things need your attention. Get support when you need it, and work with us as your strategy evolves.

Features

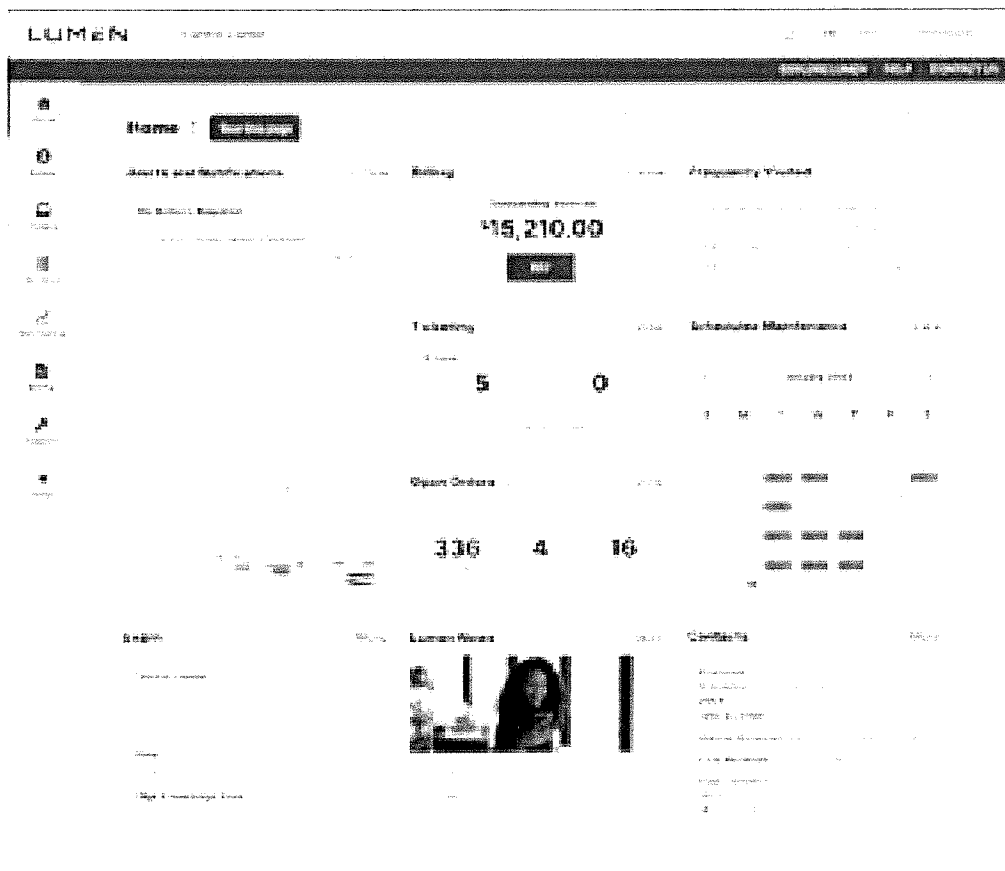
- View and pay your bills online with credit card, bank account, and Autopay.
- Reporting tools to help you analyze billing and telecom usage data.
- Management tools for toll free services, such as routing features and call plans.
- Network performance reporting to help you manage circuit utilization and view network statistics/performance.
- Online resources for creating and tracking tickets and orders.
- Interactive maps clearly show network and open ticket status.
- Administrative tools for managing users, accounts, and permissions.

Control Center Homepage

The homepage gives you a quick overview of your services. Use the homepage widgets to view orders and tickets by service location, access the pages you visit most, view information about upcoming network maintenance, etc.

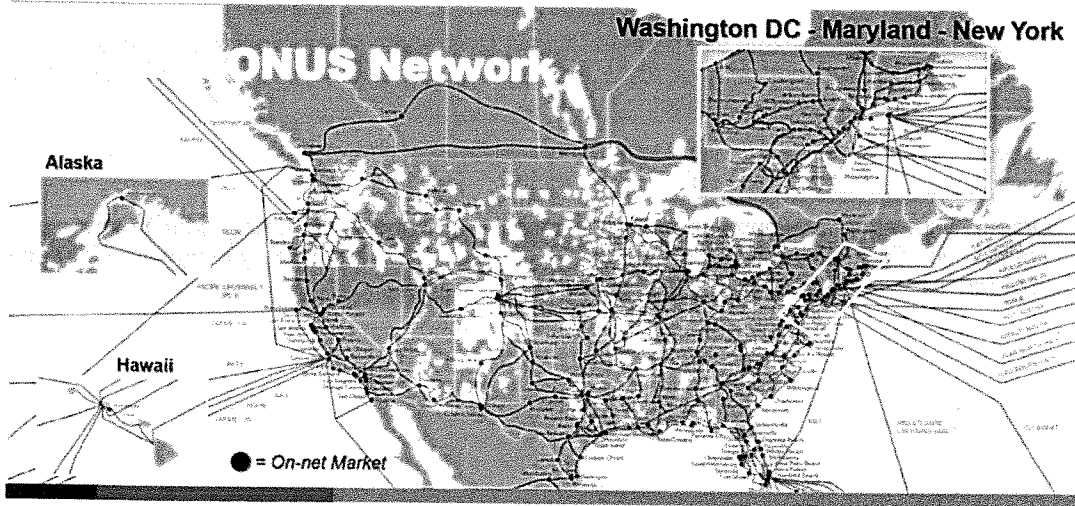
- Alerts & Notifications: Shows alerts triggered based on your notification settings as well as Lumen notifications (such as release announcements); click the notification to view its details.

- Billing: Shows the total amount due for your accounts; click Pay to make a payment.
- Frequently Visited: View and access the portal pages you use most often.
- Tickets: Shows open tickets and potential tickets (areas where we've detected a potential problem on your network) for your services. Click the totals to view summary information for the tickets; click Create Ticket to create a new ticket.
- Scheduled Maintenance: View network maintenance affecting your services for the coming month. Click to view more information about the event(s).
- Orders: Shows the total number of open install, change, and disconnect orders for your organization (including child orders); click the numbers to view summary information for each type of order.
- Learn: Access additional information for Control Center (such as release notes), Lumen handbooks, delivery support guides, and more.
- Lumen News: View the latest news for Lumen. Stay up-to-date about new products and additional services.
- Contacts: Access help for Control Center.



Control Center Homepage

Network Map



Informational Purposes Only

Lumen's proposal is for informational purposes only and is not intended to create a binding contractual commitment. A signed Lumen agreement is required to make pricing/services effective. This Response document may not be altered or edited to create an agreement; however, a sample copy of Lumen's standard agreement including the applicable Service Attachments and service level agreements ("Lumen Contract") is attached hereto for your review and consideration. Lumen will provide an executable version of the Lumen Contract upon notification of award. If there is any conflict between the responses provided and the Lumen Contract, the Lumen Contract controls and contains the complete Lumen offer.

Lumen previously re-branded from CenturyLink to the new brand name of Lumen. The legal entity that will execute the contract for an award stemming from this proposal will be CenturyLink Communications, LLC d/b/a Lumen Technologies Group. You will see marketing campaigns and correspondence under the new Lumen logo associated with its products going forward.

USAC has set July 1st as the funding start date for eligible services. While Lumen strives to meet this date for the start of service, issues may arise causing a delay in implementation of said services. These issues may include, but are not limited to, fiber build construction, contract revisions, etc. Lumen's teams of dedicated service specialists will keep you updated on the status of service delivery as the order progresses.

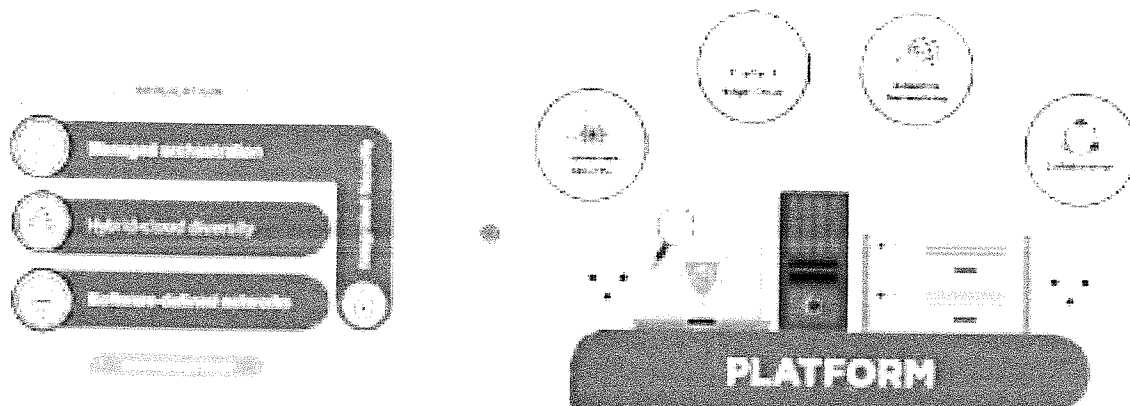
Appendices

About Lumen

Lumen is a multinational technology company dedicated to helping organizations capitalize on next-generation technologies. We have integrated its extensive global network, edge cloud, security, and collaboration assets to build the Lumen Platform, a unified application delivery solution for businesses, governments and communities that enables them to adopt emerging technologies.

Operating one of the largest, most connected, and most deeply peered internet networks in the world, Lumen manages approximately 450,000 route miles of fiber and 180,000 on-net fiber locations, serving customers in more than 60 countries. The Lumen network offers global connections to top cloud providers, providing organizations the ability to scale bandwidth up to three times current capacity when needed.

The Lumen Platform is the fastest, most secure platform for next-gen business applications and data, integrating global network infrastructure, edge cloud and IT agility, connected security, and collaboration services into a seamless platform that enables businesses to adopt next-generation technologies and create amazing experiences.



Our adaptive network enables your business to drive greater application efficiency and performance, while simultaneously accounting for real time usage fluctuations and long term, scalable growth. We provide a flexible, on-demand foundation that allows full-service control and automated performance response.

The Lumen Platform combines edge cloud and IT agility capabilities for high-performance, low-latency data and application experiences. Designed to deliver 5 ms or better latency via numerous edge market nodes, the Lumen Platform delivers organizations broad capabilities to deploy next-generation technologies and applications. With dynamic connections to more than 2,200 public and private data centers around the world, the Lumen Platform offers comprehensive capabilities to maximize application performance and flexibility.

Using Lumen's unique combination of vast network assets, the Lumen Platform provides exceptional visibility into the threat landscape. This visibility translates to high-fidelity threat intelligence combined with automated response, offering businesses access to a rapid threat defense embedded into Lumen Platform network services to proactively detect and block malicious traffic. With this peace of mind, your business can readily leverage the Lumen Platform for next-generation technologies, knowing your critical data and applications are secure.

The Lumen Platform has built-in, easy-to-use communication and collaboration solutions to drive greater productivity, interactivity, and engagement. We support these capabilities as the North American Session Initiation Protocol (SIP) Trunking services market leader, with the largest installed base. Additionally, a recent study found that businesses who integrated their UCC applications and associated network services with Lumen as the single provider increased employee productivity by nearly 30% (Source: *Nemertes, "Employee, Customer Experience Transformations Deliver Measurable Value" Q32020. Data based on companies that use integrated Lumen collaboration and network services.*).

Lumen's combination of global technology infrastructure, powerful business solutions and industry-leading services creates the platform to help you excel and produce amazing things.

Financial Highlights

As of March 31, 2022, Lumen had cash and cash equivalents of \$366 million.

Lumen Technologies, Inc. ("Lumen") is the publicly traded parent company of the Lumen operating companies and is represented on the New York Stock Exchange under the symbol "LUMN." Because Lumen Technologies, Inc. ("Lumen") is a publicly traded company, financial information, such as its annual report and recent SEC filings, may be found at [Lumen Financial Overview](#).

Why Lumen

Technology is changing the way we live and work. Put your students on a path to success with technology services that fit within your institution's budget. The E-Rate Discount Program can help. It provides affordable access to telecommunications services for all eligible K-12 public schools, private schools, and public libraries, particularly those in rural and inner-city areas.

Lumen has been involved with E-Rate since its inception in 1997. At the onset, Lumen was selected to serve with the other large Local Exchange Carriers on a committee to advise the Universal Service Administrative Company's Schools and Libraries Division (SLD). While we continue to work with that committee and the SLD on a regular basis, Lumen has also participated in ex parte meetings with the FCC and has guided decisions regarding the future of the program. Lumen's staff of trained personnel offers advice and guidance in this education technology program. Keeping the lines of communication open and having accurate information are crucial to your success in E-Rate. E-Rate program rules prohibit service provider involvement with preparation or certification of the FCC Form 470 and circumscribe service provider involvement in the associated competitive bidding process. Once chosen as your provider, Lumen can offer technical guidance and support on an as-needed basis for subsequent forms and processes. This E-Rate support is available to you at no additional charge.

Features

- Data, Internet, and managed solutions for institutions that need cost-effective, efficient technology and services
- Advanced broadband network with one of the largest fiber footprints in the U.S.
- Award-winning customer service, network performance, installation, and more

Benefits

- Continue to provide quality learning experiences despite ongoing budget cuts
- Prepare students to succeed with easy access to advanced technology
- Save on telecommunications so you can put more of the budget toward more critical expenditures

Community and Education Involvement

Lumen is committed to improving the communities we serve, and education is at the forefront of its focus. Below are a few examples of Lumen's dedication to bring technology to its communities and increase student achievement.

Science, Technology, Engineering, Math (STEM)

We understand the importance of STEM, as it pervades every aspect of our lives. STEM is also an integral part of the future for children. STEM occupations are growing at a higher rate compared to other occupations. Lumen has established partnerships with STEM schools and nonprofits supporting STEM curriculum and has identified ways the company can engage students early and get them interested in STEM and ultimately Lumen - building Lumen's own pipeline of talent through STEM.

Through these partnerships, we utilize Lumen's internal expertise and skills and work with students through numerous touch points to provide leadership and guidance to students interested in a STEM-based career.

Lumen's employees participate in mentoring and advising opportunities, onsite job shadows, campus tours, expert panel speaking engagements, and guest lecturer opportunities. We partner with organizations such as [Girls Who Code](#) and the [Cyber Innovation Center](#) to provide interesting activities to engage the students and keep them interested in STEM. These programs provide students with a tangible and real expectation for a bright future in a STEM career.

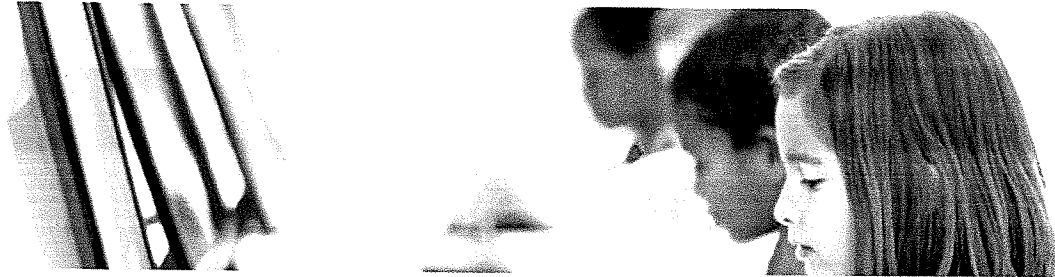
Lumen Teachers and Technology

Since its inception in 2008, the Lumen Teachers and Technology grant program has awarded more than \$11 million to technology-based learning projects in the U.S.

E-Rate Process

WHAT IS E-RATE?

LUMEN



E-Rate is the commonly used name for the Schools and Libraries Program of the Universal Fund, which is administered by the Universal Service Administrative Company (USAC) under direction of the Federal Communications Commission (FCC). The program provides discounts to schools and libraries so they obtain affordable telecommunications services.

WHO QUALIFIES FOR E-RATE? Schools | Libraries | Consortia

eRate Process Overview

1. Applicant files a form 470 and/or issues an RFP (Request For Proposal).
2. Form 470 must describe the requested products and services with sufficient specificity to enable interested service providers parties to submit quality responses.
3. All potential bidders must have access to Form 470, the RFP, and any other related supplemental documents for a minimum of 28 days.
4. Any time after day 28, applicants evaluate bids using pricing as the most heavily weighted evaluation factor.
5. After selecting a provider and receiving internal approvals, Applicant either:
1) enters into a contract with the winning bidder, or 2) agrees to purchase on a month-to-month and or tariff basis.
6. Applicant files Form 471 prior to the deadline established by the USAC.
7. USAC reviews and approves form 471 and issues FCDL (Funding Commitment Decision Letter).
8. Selected Service Provider delivers requested product or service on or after July 1st of the following year.

Frequently Asked Questions

Solution Specifications and Performance

Q1. What is the Service Level Agreement (SLA) for the services you are quoting?

A1. Lumen offers Service Level Agreements as a service guarantee to all its education customers.

Q2. How can I manage my network and account?

A2. Current customers will be able to access the Lumen Control Center Portal the same way you have been with Lumen without any disruption or changes to the current process. New customers will receive an email with the information to access the Lumen Control Portal once the order has been completed and is installed.

Q3. How does Lumen monitor their network?

A3. Lumen's NOC offers 24/7/365 post-sale trouble resolution. Lumen's technicians are expertly trained in specific technologies to better assist all its education customers.

Q4. How do I report service issues?

A4. Lumen employs a comprehensive escalation policy for addressing customer troubles, service interruption, network events, and other service incidents. To ensure that customer service levels and support are maintained, customers and employees should follow current policy and adhere to Lumen's trouble ticket escalation process.

Escalations are used when additional resources are required to diagnose a problem or gain movement from other departments or vendors. Escalations are not denied by the Lumen NOC.

Customers should escalate at intervals that reflect the urgency of the outage, while still allowing each escalation level an opportunity to pursue a timely resolution. Starting at the First Level (i.e., with a NOC technician) ensures a consistent and structured process that enables accurate information to be relayed in the timeliest manner to the most appropriate personnel.

Lumen provides an Escalation Matrix via the online link: <http://repairescalations.Lumen.com/>

Important Points about Customer Escalations:

- Customers are strongly encouraged to escalate through the NOC at an interval that reflects the impact of the outage to their business.
- Customers should not escalate service troubles through their Account Team or other Lumen contacts as this may cause delays and miscommunication.
- Escalations received via a customer-facing portal or by a call to the NOC are all treated in the same manner.

Program Requirements

Q5. Is Lumen in red-light status?

A5. On occasion a provider may enter Red Light Status for brief periods of time due to system issues, misapplied payments, etc. Such issues are generally addressed within 24 hours or less and do not impact

Lumen's end customers. In the chance that such issues are prolonged and customer impacting, Lumen will work directly with a customer on proper resolution.

Q6. Is our contract contingent on funding?

A6. We defer to the E-Rate Master Service Agreement that will be attached to Lumen's contract as the basis of the terms, conditions, and processes that Lumen proposes. The E-Rate Master Service Agreement provides for three options for service start date. Option 3 states that the Agreement Term will not commence until the date that Lumen receives USAC's Funding Commitment Decision Letter. Please note that once services have been implemented, customer will be responsible for payment of those services regardless of availability of program funds.

Q7. Will Lumen help with our paperwork?

A7. E-Rate program rules prohibit service provider involvement with preparation or certification of the FCC Form 470 and circumscribe service provider involvement in the associated competitive bidding process. Once chosen as your provider, Lumen can offer technical guidance and support on an as-needed basis for subsequent forms and processes but is not responsible for the data entered and/or any result of possible funding loss due to errors in the data.

Q8. Does Lumen offer both SPI and BEAR invoicing?

A8. As per program rules, Lumen offers both the discount billing (SPI) option and the BEAR option. The SPI option is provided once funding has been secured. If such option is selected, which must be done on an annual basis, discounted billing begins only once all subsequent FCC forms are in place and certified, i.e., Form 486, and all other documentation required by Lumen has been completed and returned. Customer is responsible for payment in full until discounted billing can begin.

Q9. My services should be installed and ready for use by July 1 of the current funding year.

A9. We defer to Lumen's attached E-Rate Master Service Agreement as the basis of the terms, conditions, and processes that Lumen proposes. Please note that once services have been implemented, customer will be responsible for payment of those services regardless of the availability of program funds.

Q10. Does Lumen comply with the FCC Lowest Corresponding Price Rule?

A10. In accordance with FCC requirements, Lumen will charge you its lowest corresponding price for the eligible E-Rate supported services provided to you as an entity eligible to receive E-Rate supported services. The lowest corresponding price is the lowest price that Lumen charges to non-residential customers who are similarly situated to you for similar services, including quantity commitments, term commitments, and special features.

Q11: Is Lumen's equipment and services compliant with FCC order 19-121 prohibiting the sale, provision, maintenance, modification, or other support of equipment or service provided or manufactured by Huawei, ZTE or any other company deemed a national security threat?

A11: Lumen complies with all existing federal supply chain directives and will comply with additional rules that are issued by Department of Commerce, FCC, or other government agencies. We actively participate in, and adhere to, programs to establish the origin and approval (where required) of all equipment introduced into Lumen's network.

Lumen Master Service Agreement E-Rate Version

Lumen has provided its Master Service Agreement on the following pages.



Sample E-Rate MSA
for Internet Services

Service Level Agreement



lumen-service-level-
agreement 082922.p



COX
BUSINESS®

Response to HUACHUCA CITY PUBLIC LIBRARY

RFP for E-rate 470 230019008
Internet Access and Data Transmission Service

Response from
Cox Arizona Telcom, LLC
(d/b/a Cox Business)

March 8, 2023
Stephanie Fulton
HUACHUCA CITY PUBLIC LIBRARY
506 N Gonzales Blvd
Huachuca City, AZ 85616
sfulton@huachucacityaz.gov

Dear Mrs. Fulton,

At Cox, we believe life gets better when we have more moments of real human connection. Not only do we have the technology to bring your faculty, staff and students together, we also have a culture that puts people first. Cox Arizona Telcom, LLC (d/b/a Cox Business) recognizes HUACHUCA CITY PUBLIC LIBRARY require a modern campus, efficient faculty and staff, and effective internal and student communications. We can do more than just help solve your needs of today—we can provide solutions and strategies that lay the foundation of education for the future.

Given the extreme pressures on finite education IT budgets, we can help your schools maximize the power of your communications infrastructure and improve productivity of your faculty, staff, and students. Our proposal shows how our Cox Solution will help you move to a new level of excellence.

Fast Facts: Below are several facts which highlight Cox's experience in the education sector.

Fast Facts

School districts need reliable, cost-effective telecommunications to provide the best possible education for its students. HUACHUCA CITY PUBLIC LIBRARY depends on a systems provider that is a partner in serving students, faculty and staff. Below are several facts which highlight Cox's experience in the education sector.

- Cox serves approximately 10,000 schools.
- We are an eligible E-rate provider, helping qualified schools access funding for technology education initiatives. Since 1998, Cox companies have provided over \$1 billion in E-rate-eligible services to customers, who have been approved for \$657 million in E-rate funding.

Cox appreciates the opportunity to earn your business and your trust. We have the right solutions—and the best approach—to meet your telecommunications needs. Your vendor selection process is important. We look forward to answering any questions or providing clarifications. When you are ready to move to the next phase, we will be ready to further illustrate the value that Cox Business will bring to HUACHUCA CITY PUBLIC LIBRARY.

Sincerely,

Stephanie Bankemper
Account Manager- Government & Education, Southern Arizona
520.661.3946 (c) / Stephanie.Bankemper@cox.com

Executive Summary

Distance education, virtual libraries and research are just a few examples of why telecommunications are vital in today's education system. Telecommunications support student privacy, curriculum preparation, faculty collaboration, community outreach and many other aspects of running modern facilities.

The Goals You Want to Achieve

Knowing HUACHUCA CITY PUBLIC LIBRARY (HCPL) as we do, Cox understands your business environment. You have specific needs.

Telecommunications is an integral part of the way you operate—and the way you serve your patrons and staff. Your innovation and efficiency depend on innovative, reliable, and cost-effective communications solutions. Working with the right service provider, HCPL has several key objectives.

Communicating well in a rapidly moving environment

The new reality for many businesses involves remote offices, mobile employees, increased bandwidth demand and many issues that were not a factor in years past. HCPL wants to maximize the communications infrastructure to compete effectively in a rapidly changing environment. You want to reduce overhead and complexity in communications, as well as improve efficiency and patron satisfaction.

Improving reliability and stability

The complexity of communications networks leaves little room for error. You cannot compromise your productivity, or your reputation, by settling for insufficient technologies. HCPL needs to know that a communication network is reliable and stable. You simply cannot afford wasted work hours spent troubleshooting problems and restoring service.

Increasing productivity and efficiency

Although decreasing operating costs is important, at HCPL you also want to improve operating margins by maximizing productivity and efficiency. You need telecommunications solutions that help employees work faster—and smarter. You also want to ensure that your communications tools enhance your competitive advantage and provide the best experience for patrons, staff and other people you deal with.

Our Recommended Solution

Cox Business® Optical Internet

We know the Internet is critical to your operations. Cox Business Optical Internet gives you a premium, dedicated connection rate for reliable business traffic. Fiber-optic reliability and scalable speeds up to 100 Gbps are ideal to meet the Internet access requirements of large businesses.

Cox Business Optical Internet consistently delivers equally fast upload and download speeds. This reduces the time to send and receive large data files, increasing your productivity.

Cox designed its network for exactly what data-heavy users need—a system that is dependable and fast. Whether using data-intensive applications like video conferencing or simply meeting the extensive communication needs of a large staff, Optical Internet offers a “big pipe” connection to handle all your Internet

traffic. Optical Internet scales to keep price and responsiveness in balance. As your bandwidth requirements change, Cox easily can keep the technology on pace with your needs, helping your employees stay productive and satisfied.

By using our own multi-Terabit nationwide network, we quickly can connect your Internet traffic to any location in the

world. With our fiber optic-based metropolitan area network in your city, you can be assured of a well-designed, customized solution supported by knowledgeable local

personnel delivering dependability, quality and reliability.

The Ethernet Performance Management Reporting tool allows you to oversee and monitor your network’s performance. This web-based portal offers a dashboard view into the health of your Ethernet circuits with:

- At-a-glance view
- Circuit health
- Near real-time reporting
- Anytime-anywhere access

About Cox Enterprises

Cox Enterprises is a leading communications, media, and automotive services company with more than 60,000 employees. Cox is privately held, with independent board members and its corporate office is based in Atlanta, Georgia.

One in three Americans touch or encounter a Cox brand every day through one of the company's major operating subsidiaries, including:

Cox Communications, Inc. (cable television distribution, telephone, high-speed Internet access, commercial telecommunications, and advertising solutions)

Cox Auto including Manheim, Inc. (vehicle auctions, repair and certification services and web-based technology products) and AutoTrader.com (online automotive advertising and Kelley Blue Book, vAuto, HomeNet Automotive and VinSolutions subsidiaries)

Cox Enterprises, Inc. is the parent company of Cox Communications and serves as the model

from which it derives its vision and focus as a company, dating back to 1898 when three-term Ohio Governor James M. Cox bought what is now The Dayton Daily News. In 1935, Governor Cox started

Ohio's first radio station, WHIO, just as radio was gaining widespread popularity. In 1939, Cox acquired The Atlanta Journal-Constitution newspaper and WSB, the South's oldest and most powerful radio station. Cox's innovation continued in 1948 when WSB-TV in Atlanta became the South's first television station. WHIO-TV in Dayton began broadcasting later that year.

Cox Communications, the parent company to Cox Business, began with the acquisition of three small cable systems in rural Pennsylvania in 1962.

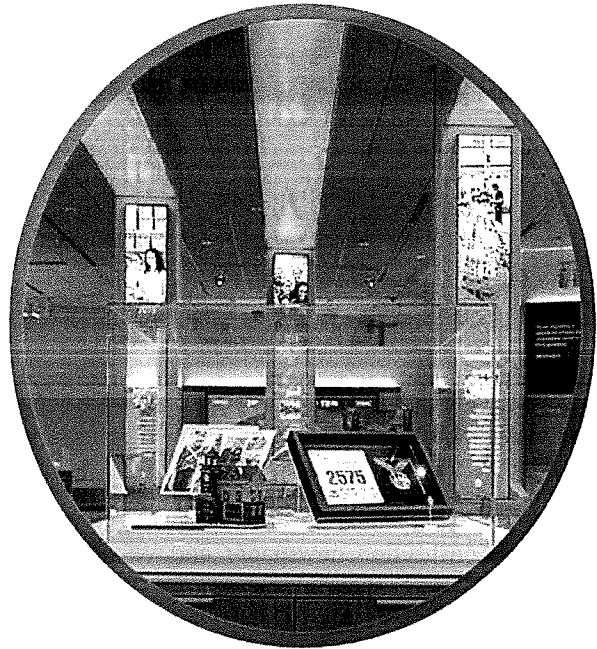


About Cox Communications

Cox Communications is committed to creating meaningful moments of human connection through broadband applications and services. The largest private telecom company in America, we proudly serve nearly seven million homes and businesses across 18 states. We are dedicated to empowering others to build a better future and celebrate diverse products, people, suppliers, communities and the characteristics that makes each one unique. Cox Communications is the largest division of Cox Enterprises, a family-owned business founded in 1898 by Governor James M. Cox.

For ten years, Women in Cable Telecommunications has recognized Cox as the top operator for women. Cox has ranked among DiversityInc's Top 50 Companies for Diversity 14 times. In 2020, Cox Communications earned the No. 17 spot on the 2020 DiversityInc Top 50 Companies for Diversity list. This marks the 14th time the company has been recognized among the nation's corporate diversity leaders.

Cox has invested more than \$15 billion in the communities we service. These investments include infrastructure upgrades and more than 125,000 miles of metro fiber and hybrid fiber coax services to homes and businesses in our service area. Our team of over 18,000 employees maintains over six million customer relationships. Cox supports the local communities through cash, grants and in-kind contributions, providing more than \$100 million annually.



About Cox Business

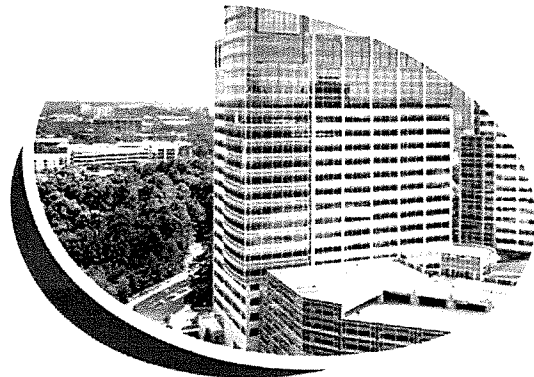
Cox Business is the commercial component of Cox Communications and offers a variety of advanced high-speed Internet, voice, and digital video services over its own IP network. Since 1998, more than 400,000 business customers of all sizes, including healthcare providers, K-12 and higher education, financial institutions, and federal, state, and local government organizations, have chosen Cox Business.

The organization also serves most of the top-tier wireless and wireline telecommunications carriers in the U.S. through its wholesale division. According to Vertical Systems Group, Cox Business is one of the largest providers of business Ethernet services in the U.S., based on customer ports, and consistently has been recognized for its leadership among small/midsize business data service providers. Cox is the seventh-largest voice service provider in the U.S. and supports over 1 million business phone lines.



Cox Financial

Cox Communications Inc. ("Cox") is a broadband communications and entertainment company, providing advanced digital video, high-speed Internet, telephone and home security and automation services over its own nationwide Internet Protocol network. Cox is the largest private broadband provider in the United States and serves over 6 million residences and businesses. Cox Business is a facilities-based provider of voice, video, data and security solutions for commercial customers, and Cox Media is a full-service provider of national and local cable spot and new media advertising.



Cox's business strategy is to leverage the capacity and capability of its nationwide IP network to deliver an array of services to consumers and businesses while creating multiple revenue streams. Cox believes that its investments in the technological capabilities of its nationwide IP network, the long-term advantages of clustering, the competitive value of bundled services and its commitment to customer care and community service enhance its ability to increase revenues.

Cox is a wholly owned subsidiary of Atlanta-based Cox Enterprises Inc. ("CEI"), a leading communications and automotive services company. In addition to Cox, CEI's other major operating subsidiary is Cox Automotive, a leading global provider of vehicle remarketing services and digital marketing and software solutions for automotive dealers and consumers.

Business Overview

As a privately held organization, Cox Communications does not publish its financial statements; however, Cox proudly continues to reinvest in infrastructure to support future growth. Over the last decade, Cox Business has made continuous infrastructure updates and will continue to do so to ensure the company is providing the best products and services to its customers. Cox continues to grow and remain profitable in the ever-evolving economic landscape.

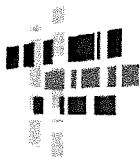
Additionally, Cox maintains investment grade debt based on a number of factors considered by the rating agencies, such as, profitability, cash flow, total debt outstanding, interest requirements, liquidity needs and availability of liquidity. Refer to the respective websites for specific ratings information at www.moody.com, www.standardandpoors.com and www.fitchratings.com.

Internal Controls

Cox management believes that operating as a private company allows Cox to take the most decisive actions as it faces an increasingly competitive environment. Although a private company, Cox continues to maintain a robust control environment. Cox's Internal Controls Governance group is responsible for documenting the risks to the business and ensuring those risks are appropriately mitigated by developing and maintaining an internal controls matrix and performing periodic testing of these controls. Cox's consolidated financial statements are audited annually by its external audit firm, Deloitte & Touche LLP.

Cox E-Rate Experience

E-rate funding is critical to your successful procurement and integration of technology, so it is essential that you have a technology partner with extensive experience and an excellent track record in understanding and complying with E-rate program rules. Cox has made E-rate a priority since the start of the program in 1998, working with educational institutions to help solve their unique challenges.



**Universal Service
Administrative Co.**

Cox has been actively engaged in the E-rate program since its inception and has twice held the cable industry seat on the USAC Board of Directors. Bridget Duff, Cox Business' corporate director of education sales solutions, has been involved with the E-rate program since its inception. She was the state staff chair of the regulatory board that Congress tasked in the 1996 Telecommunications Act to create the program. Bridget later served as the cable industry representative on the USAC Board of Directors for four years and was succeeded by Jose Jimenez, a staff member of Cox's Law and Policy Department.

Plus, Cox staff regularly attend USAC E-rate training sessions and conduct training sessions for schools and libraries in their markets, particularly when significant changes are made to the program. Cox also retains a Washington, D.C. law firm with associates who are former FCC E-rate staff.

- Since 1998, Cox companies have provided over \$1.2 billion in E-rate-eligible services to customers, who have been approved for \$757 million in E-rate funding.
- In funding year 2022, Cox Business sold over \$110 million in eligible services that serve approximately 10,000 schools, 7 million students, and hundreds of libraries across the country.
- Cox has been subject to routine USAC audits but has never been investigated by USAC for wrongful practices or violations of E-rate rules.
- Cox Business has two E-rate Billing Center of Excellence that assist customers with billing issues and submit SPI forms to USAC.

Commitment to Education

"Today's families are even more reliant upon fast internet speeds to power their increasingly digital lives but many still lack access to a fast and reliable connection," said Cox Communications President Mark Greatrex. "As part of our ongoing commitment to digital equity, we're making private investments, continuing to pursue partnership opportunities, and positively impacting the lives of those in underserved areas by providing high-speed broadband service." Cox is dedicated to ensuring digital equity for households of all incomes and economic statuses in our communities. Whether learning from home, working remotely or surfing the web, internet access is crucial for all children and adults. Cox offers several affordable internet programs to qualifying households to keep our communities connected, in addition to digital literacy training and discounted PCs.

E-rate Billing

Per E-rate rules, each funding year the customer has the right to choose between:

- (1) **Billed Entity Applicant Reimbursement (BEAR) invoicing** – Customer is billed and pays for Cox total contracted charges for services and seeks reimbursement from USAC for the approved portion of total charges funded by E-rate; or
- (2) **Service Provider Invoicing (SPI)** – Customer pays its portion of total charges and Cox seeks reimbursement from USAC for the approved portion of total charges funded by E-rate.
 - Cox will be responsible for invoicing USAC and the customer. The customer has the option to be billed annually, semi-annually, or monthly.
 - **Please note the following process:** At the beginning of each funding year, the customer’s account will be billed total contracted charges until E-rate funding is approved. Once the customer files the Form 486 and Cox receives the Form 486 Receipt Verification Letter, Cox will file monthly for reimbursement from USAC, and the customer will begin seeing E-rate credits on Cox bills.

Cox is a registered E-Rate provider and is familiar with and in compliance with all applicable federal E-Rate policies and program requirements. Cox will abide by the requirements for providers under the E-Rate program set forth by the E-Rate program administrators. As an added benefit, Cox can provide E-Rate discounts directly on the billing statement. The Customer has the choice to be billed annually, in arrears or in advance for these services.

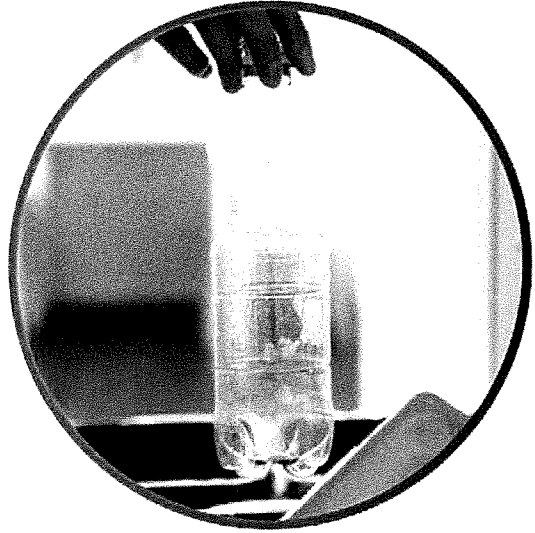
The Cox SPIN number for both telecom and Internet services is 1234567, and the FCCRN number is 004330213 and 0001834696.

Cox maintains Green Light Status with the FCC:

FRN	FRN Name	Red Light Status
0001834696	Cox Communications, Inc	Green Light

Cox and the Environment

At Cox Enterprises, we are committed to being good stewards of the environment and have long engaged in eco-friendly practices. Through Cox Conserves, we are lessening our impact on the environment by managing our waste stream and conserving carbon and water. We are incorporating sustainability into every aspect of our business by harnessing today's technology while anticipating tomorrow's innovations.



Cox Conserves

Launched in 2007 by Chairman Jim Kennedy, Cox Conserves is Cox Enterprises' national sustainability program. Cox Conserves focuses on reducing waste and energy consumption, as well as conserving water. The program engages each of the company's major subsidiaries (Cox Communications, Cox Automotive and Cox Media Group) and encourages Cox Enterprises' 50,000 employees and their families to engage in eco-friendly practices. The company's sustainability goals are to send zero waste to landfill by 2024 and become carbon and water neutral by 2044. The company also presents the Cox Conserves Sustainability Survey, a nationwide survey that examines sustainability opportunities and challenges for small and medium-sized businesses.

Cox Conserves Vision: We create positive environmental change in our communities by operating in ways that reduce our impact and inspire our employees, customers, suppliers, and partners. Visit CoxConserves.com.

Carbon

Through Cox Conserves, we have a goal to be carbon neutral by 2044. We are looking at every possible way - big and small - to lessen our impact on the environment. Our focus on carbon reduction takes place through alternative energy, energy conservation and fleet operations.

Waste Management

Cox Enterprises employs a holistic approach to waste management including waste reduction, strategic partnerships for e-waste and customer engagement.

- **Waste Reduction:** At its headquarters buildings in Atlanta, Cox has recycled more than 1,000 tons of materials since 2006.
- **Electronics Waste:** Cox's e-waste recycling program diverts an estimated 1.8 million pounds of e-waste from landfills each year.
- **Customer Engagement:** Cox Business encourages customers to go paperless with an electronic ordering system. In one quarter alone, more than 50,000 pieces of paper were saved due to electronic ordering.

Water Management

Cox's water conservation efforts save more than 32 million gallons of water annually and return high-quality reusable water to the community. This is accomplished through water conservation centers, motion-sensor faucets and well-water landscaping, among other programs.

Cox also partners with groups such as American Rivers and Ocean Conservancy to help preserve valuable water resources and participate in cleanup projects.

Conclusion

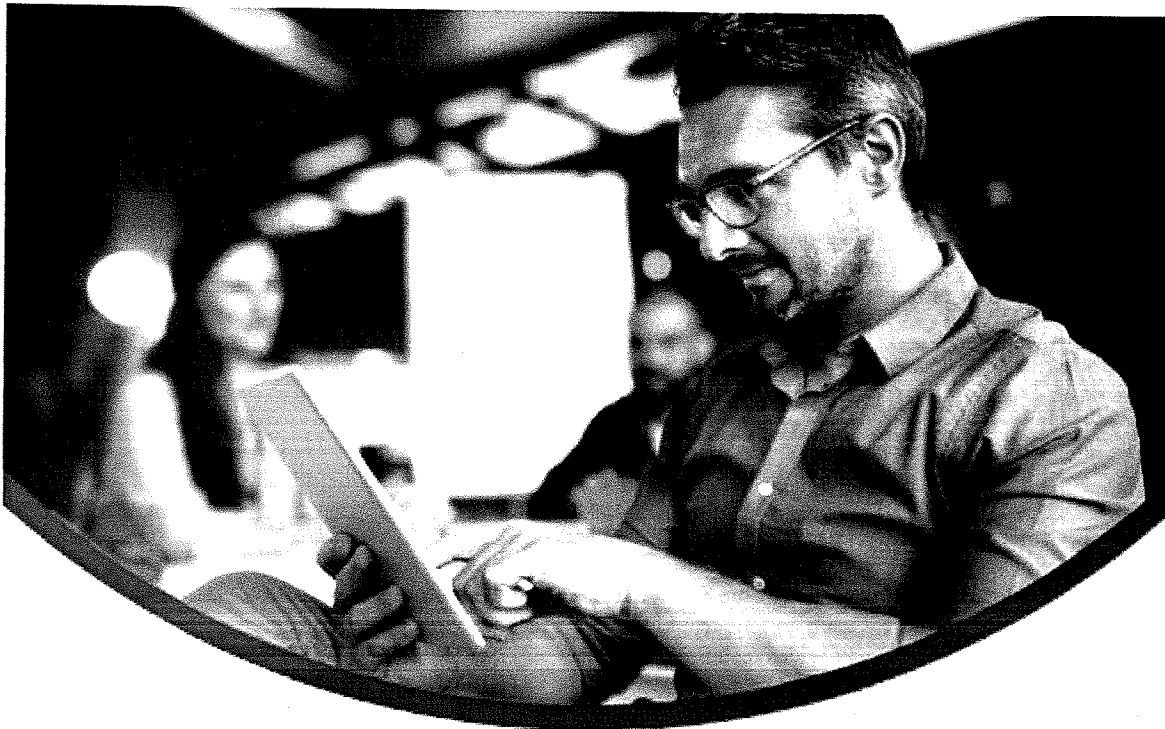
Cox gives you the tools and advice to better serve your students and your community. We help your faculty and staff be more productive and make it easier for students and the public to interact with HUACHUCA CITY PUBLIC LIBRARY. Thank you for this opportunity to compete for your business. We look forward to the next stage in your selection process.

Local Cox Business Account Team

The Cox Business Arizona local account team has over 100 years of communications experience and is assigned to support your services. Our local presence, including VP-level and above, creates uncommon transparency and comfort knowing that we are there when you need us.

Name	Title	Functional Area(s) of Responsibility	Contact Information	Experience
Stephanie Bankemper	Account Manager	Liaison between Customer and Cox for any upgrades, questions, or issues; Works with Order Manager to ensure a successful project	Cell: 520.661.3946 Email: stephanie.bankemper@cox.com	13 Years (CB)
Michael Young	Director of Enterprise Sales	Manages Account Managers	Desk: 520-867-7474 Email: michel.young3@cox.com	5 Years (CB), 40 Years (Industry)
Derrick Hill	Interim Vice President of Cox Business Sales	Leads the Enterprise and Mid-Market Sales teams in Arizona, as well as the Service Delivery team and the team Directors	Desk: 702-545-1750 Email: derrick.hill@cox.com	13 Years (CB); 25 Years (Industry)
Greg Lowe	Sales Engineer	Provides technical expertise; Provides scope of work	Desk: 520-867-7477 Email: Gregory.lowe2@cox.com	20 Years (CB)
Victor Wilkerson	Manager of Sales Engineering	Manages the Sales Engineering team who is responsible for engineering state of the art business solutions for our customers, utilizing Cox's portfolio of voice and data, security, and virtualization platforms.	Desk: 623-328-4918 Email: victor.wilkerson@cox.com	15 Years (CB); 32 Years (Industry)
Travis Lewis	Project Manager	Manages project timelines and communicates regularly via telephone, email, and fax; Coordinates site access, porting, and vendor support; Main point of contact during the implementation process; Schedules and facilitates meetings, as needed	Desk: 520-867-7441 Email: travis.lewis@cox.com	19 Years (CB)

Cox Response



Cox Optical Internet™
A Reliable Business Needs a Reliable Network

You depend on fast, reliable Internet to maximize business productivity. Cox Business connects your business to the world over our robust, nationwide facilities based fiber optic network. Experience symmetrical bandwidth speeds up to 100 Gbps*, local support and the ability to tailor the solution based on your business continuity and disaster recovery requirements. Leverage these powerful features to keep your business thriving.

Business Continuity, Disaster Recovery Options

Our resilient network architecture includes support for Border Gateway Protocol (BGP), diverse entrance facilities, and/or redundant CPE and power options.

Premium Dedicated Connectivity

Experience optimal availability and reliability during high traffic periods.

Flexible Billing Options

Receive a flat rate or 95th percentile burstable billing options

*Network may not be available in all areas.

IP Address Options

Block of 4 (/30) static IPv4 addresses at no charge. Larger IPv4 block configurations are also available depending on your local network's needs.

Performance Management Reporting

View circuit utilization and health statistics for visibility into your service.

Network Monitoring

Enjoy peace of mind knowing Cox technical support is available 24/7. Proactive monitoring by our Networks Operations Center (NOC)

Stephanie Bankemper
Account Manager
520-867-7488
Stephanie.Bankemper@cox.com

coxbusiness.com

COX
BUSINESS®

Why Cox Optical InternetSM?

Nationwide Facilities-Based Network

- COI traffic carried over our redundant MPLS self-healing network
- Extensive peering partnerships to other Tier 1 providers
- Supports Internet, Metro Ethernet, voice and video traffic

Dedicated Account Team

- Assistance with network design
- Implementation
- Ongoing technical support

Managed Router and Security & DDoS Mitigation (Optional)

- Detection and alerting
- Security Operations Center: Monitors, responds to threats
- Vulnerability scanning, router configuration

MyAccount

- View Internet performance reporting
- View and manage billing
- Create trouble tickets

Cox Business National IP Backbone



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COX BUSINESS		COX Business 1440 E. 15th Street Tucson, AZ 85719 CoxBusiness.com			
Proposal for E-rate Priority One Services:		Internet Access and Data Transmission Service			
Business Contact Information		Your Account Executive			
Business Name:	Huachuca City Public Library	Account Executive:	Stephanie Bankemper		
Customer Contact:	Stephanie Fulton	Phone:	520-867-7408		
Service Address:	506 N Gonzales Blvd	Fax:	844-358-4122		
City, State, Zip:	Huachuca City, AZ 85616	Email:	Stephanie.Bankemper@cox.com		
Primary Phone:	520-456-1063	Date:	5/8/2023		
Primary Email:	sfulton@huachuca.library.gov	SPIN:	143014467		
City	Service Type	Bandwidth	Term (Yr)	Rate / Unit	Monthly Total
	Internet:	Cox Optical Internet 500Mbps	5	\$ 830	
	Internet:	Cox Optical Internet 1 Gbps	5	\$ 1,000	
	Internet:	/30 IP Block (included)	5	\$ -	
	Internet:	Internet Performance Management Reporting (included)	5	\$ -	
					Monthly Grand Total: \$ -
One-Time / Non-Recurring Charges			Term (Yr)	Rate / Unit	Total
	Install	Installation - one-time charge	n/a	\$ 5,000.00	\$ -
	Install	Special Construction	n/a	\$ -	\$ -
					One-Time Charge Grand Total: \$ -
Locations		Address		Bandwidth	
Huachuca City Public Library		506 N Gonzales Blvd, Huachuca City, AZ 85616			
Rates based on State of Arizona Telecommunications Carrier Services Agreement CTR049873					
Funding Year:	2023-2024				
Service Start Date:	7/1/2023				
Service End Date:	6/30/2028				
Term: This is an initial 5 year term.					
Upgrades: Customer may upgrade the services upon mutual written agreement of the parties at the bandwidth profiles listed above.					
Taxes: Taxes and fees are additional and will be separately stated on Customer's invoice. Taxes estimated at 32% (Federal Universal Service Charge).					

Appendix

Exhibit 1 – Sample Cox Business - Commercial Services Agreement (CSA)

Cox attaches its standard Commercial Services Agreement as the proposed contract for services to be purchased by the Library. Given the standard nature of the services requested, the terms of the attached agreement are proposed to be the only terms governing Cox’s provision of services. Cox’s proposal is expressly subject to the parties’ negotiation and execution of a mutually agreeable final service agreement.



Commercial Services Agreement
__ / __ / 2023

Cox Account Rep:		Cox System Address:	
Phone Number:			
Fax Number:			

Customer Information		Authorized Customer Representative Information	
Legal Company		Full Name:	
Street Address:		Billing Contact:	
City/State/Zip:		Fax:	
Billing Address:		Contact Number:	
City/State/Zip:		Email Address:	
Cox Account #:			
Merge Bill			

Taxes and Fees Not Included					
Service Description	Quantity	Unit Price	Term (Months)	Service Charges	
				Monthly Recurring	One Time Activation &
SAMPLE AGREEMENT - SERVICES AND FINAL TERM INFORMATION TO BE COMPLETED BASED ON SCOPE OF AWARD					
Totals:					

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

Special Conditions

Term. Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the Initial Term of this Agreement is ____ year(s) beginning _____ and ending _____, with ____ separate one-year renewal terms which may be exercised at any time upon mutual written agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the Service Terms do not apply.

Upgrades. Customer may upgrade the Services or add new locations upon written request to Cox (and subject to Cox's written acceptance) at the listed bandwidth and corresponding prices stated in Exhibit "B". Taxes and fees are additional and will be separately stated on Customer's invoice.

SLA. The Service Level Agreement attached as Exhibit "C" is incorporated into the Agreement.

Promotion Details

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 1 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	<<Applicable Cox Entity Based on Scope of Award >>
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

EXHIBIT A

- 1. E911 Services** FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE
<http://ww2.cox.com/business/voice/regulatory.cox>.
- 2. Service Start Date and Term** The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.
- 3. Termination** Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.
- 4. Payment** Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.
- 5. Service and Installation** Cox shall provide Customer with the Services identified above in the Service Terms and may also provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.
- 6. General Terms** The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.
- 7. LIMITATION OF LIABILITY** IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR

FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

Exhibit 2 – Service Level Agreement(s)

November 20, 2010



**Cox Optical Internet
Service Level Agreement**

1. Scope. This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between Cox and Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox's obligations with respect to the Cox Optical Internet Service ("COIS Service") provided to the Customer.

2. COI Service Availability. Cox's objective is to ensure the COI Service available for Customer's use at least at: (i) 99.999% Uptime (Five Nines) Overhead/Handheld Percentage (99.999%) of the time with respect to the on-net portion of the circuit and (ii) Ninety Nine and Nine Tenth Percent (99.9%) of the time with respect to the portion of COI Service on circuits established by Cox from third party carriers, commonly known as "Type II" (collectively and individually, (i) and (ii) shall be referred to as "COI Service Availability"). COI Service Availability is the ability to transmit data from the Cox datacenter point at the Customer location or a Regional Data Center ("RDC") on the Cox IP backbone. COI Service Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors outside of Cox's control that can affect an end-to-end connection. The COI Service Availability is calculated by dividing the number of minutes that the COI Service are available for Customer's use by the total number of minutes in any calendar month excepted by one included (90) hour intervals of the COI Service due to the reason or cause set forth in Section 9 of this SLA, shall not be included in determining whether Cox has met the COI Service Availability objective. For example, if the COI Service experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or COI Service Interruption during the applicable month, Cox will be deemed to have met the COI Service Availability performance standard and no Service Credits (as defined below) will be provided.

3. COI Service Interruption. A "COI Service Interruption" is a form of denial to the Customer that results in a total interruption of COI Service beyond the COI Service Availability level. Any COI Service Interruption, outage, degradation of COI Service, or failure to meet any objective stated in this SLA, is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying COI Service Interruption. A COI Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section 7 of the SLA and ends when Cox restores the COI Service to Customer.

4. COI Service Restorage and Restoration. In the event the Customer makes a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electrical component failure, the estimated restoration time is three (3) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

5. Service Credits. For following are each type of Service Credits which may be available to Customer as described below and subject to all limitations in the SLA, including Section 9:

(a) COI Service Interruption Service Credit. The available Service Credit for a COI Service Interruption is identified in the table below as a percentage of the monthly recurring charge ("MRC") for the period of the affected COI Service experiencing a qualifying COI Service Interruption. Service Credits are not cumulative. In the event of a qualifying COI Service Interruption lasting 30 hours, Customer will receive a credit equal to 20% of the MRC for the period of the COI Service experiencing a COI Service Interruption, but Customer does not also receive a separate Service Credit for the "2 to 30 min to 1.5 hours", "3 to 4 hours to 1.5 hours" and "4 to 8 hours to 1.5 hours" intervals identified in the table below. The amount of the Service Credit shall be as follows:

COI Service Interruption Length	Credit of the MRC for the period of COI Service experiencing a COI Service Interruption
2 to 30 min to 1.5 hours	15% of applicable MRC
3 to 4 hours to 1.5 hours	17% of applicable MRC
4 to 8 hours to 1.5 hours	19% of applicable MRC
8 to 16 hours to 1.5 hours	20% of applicable MRC
16 to 30 hours	25% of applicable MRC

(b) Network Latency Service Credit. Network Latency, as it relates to COI Service, is defined by Cox as the round trip delay for a packet to travel between two Regional Data Centers ("RDC") on the Cox IP backbone averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network ("Network Latency"). The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level for COI Service is Fifty (50) milliseconds or less. Network Latency due to the reasons or cause set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency for COI Service are posted at the following location:

<https://www.cox.com/business/networking/supplied>

If the Cox Network Latency Service Level for COI Service is greater than fifty (50) milliseconds in a calendar month, the available Service Credit equals Two Percent (2%) of the MRC for the affected COI Service for any Network Latency in a calendar month.

(c) Data Delivery Service Credit. Data Delivery Rate, as it relates to COI Service, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network.

(Data Delivery Rate). The average monthly packet delivery is measured in percentage of packets delivered per One Hundred (100) and shall be Twenty-Nine and Nine-Tenths Percent (29.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reason or reasons set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

Service performance standards and methodology related to the Cox Data Delivery Rate for COE Services are posted at the following location:

<http://www.cox.com/business/networking.aspx#slas>

If the Data Delivery Rate for COE Services in a calendar month is less than Twenty-Nine and Nine-Tenths Percent (29.9%), the available Service Credit equals Ten Percent (10%) of the MRC for portion of the affected COE Services for any Data Delivery Rate issue in a calendar month.

4. Circuit Outage. If three (3) or more separate times during a thirty (30) consecutive day period the COE Services experience a COE Service Interruption for a period greater than eight (8) consecutive hours ("Circuit Outage") subject to Section 9 below, Customer may terminate this affected circuit(s) without charge or provision of any reimbursement charges otherwise provided in the Agreement, provided Customer complies with the notification process described in this Section 4. Within thirty (30) days of the occurrence of the third Circuit Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s), and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Circuit Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section 4 until the occurrence of a subsequent Circuit Outage, if any. Upon termination made after Section 4, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those incurred through the termination date, and that expressly survive termination of this Agreement.

5. Customer Responsibilities - Trouble Reports. Cox will maintain a twenty-four (24) hour service ("7") day a week point-of-contact for Customer to report COE Service troubles, including COE Service Interruptions, Network Latency, and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer to Cox relating to the COE Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credits, Customer must report, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has met the any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in writing, determining and verifying this a qualifying COE Service Interruption, Network Latency, and or Data Delivery Rate issue has occurred.

6. COE Service Installation/Availability

(a) **COE Service Installation and Availability.** Cox will make commercially reasonable efforts to install, provision and make the COE Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, or any ("Estimated Install Date"). COE Service shall be deemed to be available upon Cox's installation of the equipment and facilities necessary to provide Customer the COE Services.

(b) **Installation Delay Credit.** Cox shall provide Customer with an Installation Delay Credit if the COE Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) of the standard one-way charge ("OWC") paid by Customer for the portion of the COE Service that was unavailable. This Installation Delay Credit shall apply only to Cox installed NIDs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing COE Services to Customer.

(c) **Exceptions to Installation Delay Credit.** Installation Delay Credit shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to installation or difficulties of Cox to access Customer's premises (due to the public utility company, restricting Cox's access to necessary conduct in writing in Customer's building or property; (iii) due to any delays in obtaining any necessary permits, licenses, public attachment agreements, rights of way, or other access or property rights; (iv) due to any causes addressed in Section 9, or (v) due to Force Majeure events.

7. Exceptions and Limitations to Service Credit

(a) **Exceptions.** Service Credits shall not be provided for any COE Service Interruptions or failures to meet the COE Service Availability, Data Delivery Rate, or Network Latency objectives, estimated restoration time, Estimated Install Date, or any other term specified in this SLA (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any restriction or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the COE Service for testing and/or repair to Cox, or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party (not, act of God, fire, flood, or other natural disaster) (ii) laws, orders, rules, regulations, directives, or actions of governmental authorities having jurisdiction over the COE Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by expropriation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fire or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction of COE Services; (viii) any other causes beyond the

reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, reimbursement or remedies under the Agreement for the same COG Service Interruption, degradation, delay, or outage; (b) for COG Service Interruption, degradation, delay, or outage; or (c) where any charges by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, COG where Customer reports a COG Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any sufficient (a) to any Service Location served via a third party, (b) to any Service Location, or (c) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any COG Service Location served via a third party, Cox may pass through any COG Service credits it receives from the third party, associated with any COG Service Interruption not measured by Service Credit amount.

3. Limitations. With respect to all Service Credits under this SLA, no Service Credits shall be issued if (a) Customer is in breach of its Agreement with Cox; (b) Customer has a pending claim with Cox under the Agreement; or (c) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month Customer's combined Service Credits for Network Latency and Data Delivery Rate shall not exceed two percent (2%) of the MFC for the affected COG Services. Furthermore, in any calendar month Customer's combined Service Credits for any and all issues, including network latency, Network Latency, Data Delivery Rate, Service Interruption, and Installation Delay Credits shall not exceed one (1) full MFC for the affected COG Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be received by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any COG Service Interruption, installation delay, network Data Delivery Rate, network Network Latency, network repair, physical service degradation, or any other outage or issue related to the COG Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.

**LUMEN MASTER SERVICE AGREEMENT
E-RATE VERSION**

This Master Service Agreement ("Agreement") is between **CENTURYLINK COMMUNICATIONS, LLC D/B/A LUMEN TECHNOLOGES GROUP** ("Lumen") and <<<**CUSTOMER NAME HERE**>>> ("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. Lumen and Customer are entering into this Agreement for the provision of certain telecommunications services, equipment or both ("Service") (Opportunity ID: XXXXXXXXX). The Service may be eligible for discounts or other benefits under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 ("E-rate Program") and administered by the Universal Service Administrative Company ("USAC") or other administrative body designated by the Federal Communications Commission ("FCC"), or under state or local corollaries to the E-rate Program (collectively, the discounts or other benefits are referred to as "Support").

1. E-Rate Terms.

1.1 Agreement Term. The term of the Agreement will commence as selected in the below table and will continue for **xx** months thereafter, unless earlier terminated in accordance with the Agreement ("Term"). Should Lumen continue to provide Service after the expiration of the Term, the Term will continue on a month-to-month basis at the then current month-to-month rates, which may be terminated by either party upon 30 days written notice to the other party. While the Agreement is effective on the date the last party signs, the Term of the Agreement will begin according to the following option selected by Customer:

____ Option 1.	The Term will begin on the date the last party signs the Agreement. Customer is requesting Support but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
____ Option 2.	The Term will begin on July 1, 2023. Customer is requesting Support but agrees that it will obtain Service and be liable for payment regardless of whether it receives Support.
____ Option 3.	After the initial execution of the Agreement by the parties, the Term will not commence until the date that Lumen receives USAC's Funding Commitment Decision Letter and/or Support Schedule. But if Lumen receives USAC's Funding Commitment Decision Letter before July 1, 2023, the Term will begin July 1, 2023. Customer will be responsible for payment for Service throughout the remainder of the Term and for any amounts not covered by the Support, irrespective of the availability of Support for future years.

1.2 Service Term. Notwithstanding any conflicting term defined in a Service Attachment, Quote, Order, Pricing Attachment or Table, the term of an individual Service begins on the Service Commencement Date or Start of Service Date for that Service and continues for the number of months remaining in the Term of the Agreement ("Service Term"). Service will continue month-to-month at the expiration of the Service Term at the then current month-to-month rates, terminable by either party with 30 days written notice to the other party. Any reference to automatic renewals will have no force or effect.

1.3 Applications for Support. Following execution of the Agreement and if Customer chooses to seek Support for Service, Customer will take appropriate steps to ensure that USAC receives an application and any other necessary documentation to request Support for Service, including but not limited to: E-Rate: FCC Form 471, Item 21, FCC Form 486, FCC Form 500, Service Substitution Request, Service Certification Form; RHC/HCF: FCC Form 462/466, Network Cost Worksheet, copies of Contract and copies of first and last months bills for billing period being invoiced. Customer will promptly provide Lumen with a copy of its Funding Commitment Decision Letter, Support Schedule and all other relevant documentation requested by Lumen. Customer will abide by all FCC and USAC rules and obligations for receipt of Support, including but not limited to confirming receipt of Service.

1.4 Payment for Eligible Services.

1. Customer Responsibility. At all times during the Term of the Agreement, Customer is responsible for payment for Services in accordance with the above payment terms, including but not limited to, periods when Customer may not be eligible for Support or if the FCC or USAC fails to reimburse Lumen for Service, or if the FCC or USAC reclaims or requires forfeit of any portion of Support paid or payable to Lumen on Customer's behalf. Customer will reimburse Lumen for any Support amounts not reimbursed, forfeited or reclaimed, by action of the FCC or USAC, including, but not limited to, if caused by Customer's acts, omissions, or violations of any FCC or USAC rules and obligations.

2. Support Payments. Lumen will apply Support to Customer's billing accounts for the Services when payments are received by Lumen. Customer may elect to pay the portions of its invoices for Services that are not covered by Support and rely on payment for the remainder of the invoice by Support being received by Lumen. If, at any time, Lumen does not receive full payment of an invoice balance by the due date of the invoice, regardless of source, Lumen will charge Customer late payment charges as stated in the Agreement. While Lumen will use commercially reasonable efforts to assist Customer in requesting Support, Lumen is not responsible for Customer's compliance with FCC or USAC rules and regulations, Customer's applications for Support, or any decisions or actions by the FCC or USAC with respect to Customer.

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3. **Invoice Submission.** Customer will promptly submit its invoices to USAC along with any necessary forms and related documentation to facilitate payment of Support by USAC. Customer is responsible for any late fees associated with delays on USAC invoice processing unless such delays are directly attributable to Lumen.

4. **Non-appropriations.** Customer may not use lack of funding under the E-rate Program as a basis for asserting that the Customer was not appropriated funds for payments due under this Agreement.

1.5 **Upgrades; MACDs.** Despite any language to the contrary in a Service Attachment, for moves, adds, changes, or upgrades, agreed to by Lumen, Customer will pay Lumen's then current charges, which will be based upon the Term remaining in the Agreement. Termination charges will be assessed to any Services disconnected that did not fulfill the applicable required Service Term. A move, add, change, or upgrade will not start a new Service Term. The Service Term for any move, add, change or upgrade must be coterminous and cannot exceed the Term of the underlying Agreement.

1.6 **Competitive Offer.** Any references in the Agreement to Competitive Offers will have no force or effect. Rates cannot change during the Term of the Agreement unless mutually agreed to by both parties in writing.

1.7 **Title to Equipment Not Subject of Funding.** Any equipment which Customer is not applying for Category Two Support under the E-rate Program that is used in the provision of Services under the Agreement, is the property of Lumen. Customer neither owns nor will acquire any right of ownership to, or exclusive use of, any such Lumen-provided equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part. Upon termination or expiration of the Agreement, Customer will surrender and immediately return the Lumen-provided equipment to Lumen or will provide Lumen access to reclaim such equipment.

1.8 **FCC Form 470; Conflicts.** This Agreement is executed between the Parties and reflects Services and pricing (as reflected on the applicable Pricing Attachment or the accompanying Order Form Contract ("OFC")) that was awarded pursuant to Customer's FCC Form 470 dated as noted below the Customer signature block and filed with USAC for the current funding year with any accompanying RFP, if applicable. If a conflict exists between the FCC Form 470 and/or RFP and this Agreement and accompanying OFC(s), this Agreement and OFC(s) controls.

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.

- **Internet Services Service Schedule**

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 Service Attachment, 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) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) 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:

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(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 owned and operated network (On-net), and such changes will be treated as scheduled maintenance.

6. Service Levels.

(a) Any "Service Level" commitments 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.

9.3 Indemnity. Notwithstanding any contrary statements in the Agreement or its attachments, Customer is not required to indemnify Lumen under the Agreement to the extent prohibited by applicable law. No section of the Agreement is intended to create a waiver of Customer's rights or privileges as a sovereign entity.

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 Lumen determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10

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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 by Customer 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 obligations 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. Customer must comply with the Acceptable Use Policy ("AUP"), which is available at <https://www.centurylink.com/aboutus/legal/acceptable-use-policy.html>, for Services purchased under this Agreement. Lumen may reasonably modify this policy to ensure compliance with applicable laws and regulations and to protect Lumen's network and customers. If Customer will use the Services to process personal data subject to privacy or data protection law that requires specific terms in place with service providers, Customer is responsible for requesting such terms from Lumen.

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 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

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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. Lumen acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, open records, or similar laws and regulations (collectively, "FOI"). Customer will provide Lumen with prompt notice of any intended FOI disclosures or post-execution FOI requests, citations to or copies of applicable FOI for review, and an appropriate opportunity to seek protection of Lumen confidential and proprietary information consistent with all applicable laws and regulations. Except to the extent required by a "FOI request," 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.

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 this 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.

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

<<<CUSTOMER NAME HERE>>>

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

Customer's Address for Notices: 520 3RD ST E, HUNTINGTON,
OR 97907;
Customer's Facsimile Number (if applicable): (541) 869-2444
Person Designated for Notices: General Counsel
Date of FCC FORM 470: 10/22/21

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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.**

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 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.

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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.

2.8 Service Levels. Lumen Internet Services are subject to the Lumen Service Level Agreement available at <http://www.lumen.com/service-guides> and subject to change.

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

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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.

SAMPLE

RUBEN A VILLA & ASSOCIATES

March 10, 2023

Suzanne Harvey
Town of Huachuca City
500 N. Gonzales Blvd
Huachuca City, Arizona 85616

Dear Ms. Harvey,

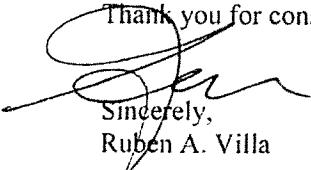
I am writing to express my interest in submitting a proposal to assist the Town of Huachuca City in the development of the Fiscal Year 2023-24 budget. With over 30 years of experience in local government finance, I am confident in my ability to provide valuable insights and guidance to help the town achieve its financial goals.

As the former finance director for the City of Bisbee for eight years, I gained extensive experience in managing municipal budgets, audits, and accounting. Subsequently, I served as the assistant city manager for the City of South Tucson for 11 years, where I oversaw finance, information technologies, and personnel. During my tenure, I also held the position of city manager for two years. I also have 6 years of experience managing the accounting division for the Pascua Yaqui Tribe.

In addition to my municipal and tribal experience, I have been a consultant for the City of Tombstone for 23 years and concurrently served as a consultant for the Town of Huachuca City from 2001 to 2013.

My expertise in municipal government, particularly in budgets, audits, IT, accounting, and CASELLE software, as well as my experience as a software developer, have enabled me to provide innovative solutions to the unique challenges faced by small local governments. I am committed to helping the Town of Huachuca City achieve its financial goals and would welcome the opportunity to discuss the enclosed proposal to assist in the development of the Fiscal Year 2023-24 budget.

Thank you for considering my proposal. I look forward to hearing from you soon.


Sincerely,
Ruben A. Villa



MAILING ADDRESS:
Suite 158
Tucson, Arizona 85747

PHONE: 520-977-1015
EMAIL: ruben.villa@thevragroup.com

PROPOSAL

Ruben A Villa & Associates, LLC is pleased to submit a proposal to assist the Town of Huachuca City in the development of the Fiscal Year 2023-24 annual budget. With over 30 years of experience in local government finance, we are confident in our ability to provide valuable insights and guidance to help the Town achieve its financial goals.

Scope of Services: Our services under this proposal are limited to developing the Fiscal Year 2023-24 annual budget. A detailed list of tasks and assignments will be provided with the Agreement upon acceptance. The scope of services includes the following assignments and responsibilities:


1. Prepare the Budget Calendar.
2. Collect and review 3-5 year financial and payroll data and other related information from the City.
3. Prepare publication notice drafts if necessary for the Town Manager.
4. Build Salary and Benefit Budget Draft along with cost center allocations.
5. Prepare preliminary Tax Levies.
6. Build the Line-item detail Draft Budget and present to the Town Manager.
7. Collect and review Department Proposals.
8. Present to the Town Manager recommendations to achieve a balanced Draft Budget.
9. Complete Draft Budget to include Summaries and Graphs for Mayor and Council work sessions.
10. Complete Tentative Budget - AG format.
11. Modify Tentative Budget if necessary (both line-item and AG format).
12. Prepare multi-year property tax rate and valuation analysis.
13. Attend Public Hearings for Property Tax Levies.
14. Complete Final Budget – Line-item detail.
15. Complete Final Tax Levy.
16. Attend City Council meeting for Final Budget and Property Tax Levy Adoption.
17. Complete Final Budget - AG Format.
18. Prepare reports to Cochise County and the Property Tax Oversight Commission.
19. Prepare Budget Journal Entry, Payroll Allocation Report for FY24 and Employee Hourly Rate Schedule.
20. Attend staff and public meetings to answer questions or present if necessary.

Timeframe: The period for the provision of these services will start from April 1, 2023, and end on August 31, 2023. We estimate that the total hours required to complete these services will be in the range of 70 to 90 hours.

Compensation: The hourly rate for the services provided under this proposal is \$85 per hour. We estimate the total cost of the project to be between \$5,950 and \$7,650.

Conclusion: We are committed to helping the Town of Huachuca City achieve its financial goals and are confident that we can provide valuable insights and guidance in the development of the Fiscal Year 2023-24 annual budget. We thank you for your consideration of this proposal and look forward to the opportunity to work with you. If you have any questions or require further information, please do not hesitate to contact us.

By:


Ruben A. Villa & Associates

3/10/2023
Date

CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT made and entered for Financial Consultant Services by and between Town of Huachuca City hereinafter referred to as the CITY and Ruben A Villa & Associates. LLC, hereinafter referred to as the CONSULTANT effective as of _____.

RECITALS

In accordance with the authority granted under the laws of the State of Arizona, the CITY wishes to formalize an agreement for the services from the CONSULTANT to perform financial services. (See Appendix A for services to be performed by the CONSULTANT, and Appendix B for assignments for the CITY.)

The CONSULTANT and the CITY desire to enter into and execute a written contract involving these services and to agree upon the terms thereof.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and agreements made by the parties, the parties agree as follows.

AGREEMENT

The CONSULTANT, as an independent CONSULTANT and not as an agent of the CITY, shall provide the services.

Term of Agreement

The term of this Agreement shall be for the period beginning April 1, 2023, and ending August 31, 2023.

Payments and Compensation

Total compensation, including travel and out-of-pocket expenses, shall be calculated at a rate of \$85.00 per hour for an estimated total of and not to exceed 90 hours for the project. Payments shall be made in monthly installments based on the hours dedicated to the project for that month.

Communication

E-mail shall be acceptable as meeting the requirements of notice and verification of agreement as required herein.

Changes in Work

Changes in the scope, character, or complexity of the work may be negotiated if it is mutually agreed that such changes are desirable and necessary.

City Staff Assignments

The CITY agrees to provide qualified staff with assignments necessary to complete accounting functions a collection of relevant information that assist in the performance of CONSULTANT's services as outlined in Appendix B.

Remote Access

The CITY will provide a minimum of one (1) user accounts to allow remote access to the City's accounting system. Additionally, the CITY agrees to provide the CONSULTANT with security access to one (1) account that is necessary to perform the services outlined in this Agreement. This access will expire upon termination of this Agreement.

Accounting Software

The CITY agrees to password protect the accounting system to maintain the integrity of the account data. Software and hardware modification related to accounting will be mutually agreed upon. CITY shall be responsible for the expenses associated with software changes.

Suspension of Work

The CONSULTANT relies on timely payment in order to provide the services requested. If the CITY is more than (30) days delinquent in payment, from the date of any of CONSULTANT's invoices, services will be suspended until all outstanding amounts are paid.

Offers of Employment

The CONSULTANT is pleased to be able to provide the CITY with the financial services requested. The CONSULTANT's employees are highly qualified, and many employers would like to employ the CONSULTANT's staff on a permanent basis. Because of the extensive training and knowledge, the CONSULTANT's staff has developed, their separation would be a significant resource loss to the CONSULTANT. As part of this engagement, the CONSULTANT discourages any offers of employment from the CITY to the CONSULTANT's employees, whether that offer is a result of an ad for employment in a newspaper, recruiter, or directly from the CITY. If any employee who participates in this engagement is hired by the CITY for any position during the engagement or within one year after the end of the engagement, the CITY will agree to pay a placement fee of 30% of starting salary. The placement fee would be due and payable to CONSULTANT on the starting date of the employee.

Responsibility, Claims, and Liabilities

The CONSULTANT hereby agrees to save and hold harmless the CITY or any of its officers or employees from all sums the CITY or any of its officers or employees may be obligated to pay by reason of any liability imposed upon any of the above for damages arising out of the CONSULTANT's performance of professional services for the CITY in the CONSULTANT's capacity as a contract consultant; or caused by any error, negligence, omission, or act of the CONSULTANT or any person employed by it or others for whose acts the CONSULTANT is legally liable. The above sums shall include, in the event of any legal action, court costs, litigation expenses, and reasonable attorney fees. CONSULTANT shall procure and maintain such policies of liability insurance to cover its obligations hereunder. The provisions of this section of the agreement shall survive any termination or cancellation of the agreement.

Assignments

The contract may not be assigned by the CONSULTANT without prior written consent of the CITY.

Compliance with Laws

The CONSULTANT shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the performance of this contract and the work hereunder and shall comply with applicable laws and regulations governing safety and health.

Without limiting the generality of the foregoing: Neither Party shall discriminate against any employee or client of either Party or any other individual in any way because of that person's age, race, creed, color, religion, sex, genetic information, disability, familial status, political affiliation or national origin in the course of carrying out the duties pursuant to this Agreement. Both Parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this Agreement by reference as if set forth in full herein, and of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36, as well as the Genetic Information Nondiscrimination Act of 2008.

The CONSULTANT shall procure and pay for all permits and licenses required for CONSULTANT to perform under this Contract. The CONSULTANT shall give all notices necessary and incidental to the work to be performed.

Compliance with Immigration Laws: As mandated by Arizona Revised Statutes [“A.R.S.”] § 41-4401, CITY is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). CITY must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). Therefore, in signing or performing any contract (including this Contract) for CITY, the CONSULTANT fully understands that:

A. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A);

B. A breach of the warranty described in subsection A, shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract; and

C. CITY or its designee retains the legal right to inspect the papers of any CONSULTANT or subcontractor employee who works on the Contract to ensure that the CONSULTANT or subcontractor is complying with the warranty under subsection A.

No Boycott of Israel: Pursuant to A.R.S. 35-393.01, the CITY may not enter into a contract with an entity to acquire services, unless the contract includes a written certification that the entity is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel. By signing below, CONSULTANT makes this certification.

Formatted: Justified

Jurisdiction

In the event of litigation between the CONSULTANT and the CITY, litigation shall be commenced and prosecuted in an appropriate court of competent jurisdiction within the State of Arizona.

In the event of a dispute, the parties agree to use arbitration insofar as required by A.R.S. §12-1518. The parties agree that venue for any dispute resolution proceedings shall be in Cochise County, Arizona.

Nondiscrimination

The CONSULTANT shall comply with all applicable federal and state statutes, executive orders, regulations, and other requirements relating to civil rights and nondiscrimination in employment.

Inability to Complete Services

If the CONSULTANT is unable to complete the services through no fault of the CONSULTANT, as stated in this agreement, the CITY shall pay the CONSULTANT for hours completed on the services based on the rates, which include travel and out-of-pocket expenses, as submitted by the CONSULTANT in its proposal.

Cancellation of this Contract

The CITY and CONSULTANT may terminate this agreement by giving a 30-day written notice. In the event of such termination, the CITY shall be liable to the CONSULTANT only for the work performed up to the effective date of termination. CITY may also terminate this agreement for conflicts of interest, pursuant to A.R.S. 38-511.

Contracts and Amendments

This agreement, its exhibits, appendices, attachments, and actual proposal, including any amendment to the agreement, if applicable, shall constitute the entire contract between the parties. All amendments to this contract shall be confirmed in writing. E-mail shall be acceptable as meeting the requirements of notice and verification of agreement as required herein.

THIS CONTRACT shall become effective on the date of execution by the CITY and CONSULTANT.

Hon. Johann R. Wallace, Mayor
Town of Huachuca City

Ruben A Villa & Associates

Thomas Benavidez, City Attorney

Suzanne Harvey, Town Manager

APPENDIX A – FINANCIAL SERVICES

Ruben A Villa & Associates, LLC assignments and responsibilities.

For the period starting: April 1, 2023, and ending August 31, 2023.

The CONSULTANT's services are solely dedicated to developing the Fiscal Year 2023-24 annual budget, unless other services described in Appendix B are assigned.

- a. Prepare the Budget Calendar.
- b. Collect 3-5 year financial data from CASELLE General Ledger in Excel format.
- c. Collect current payroll data from CASELLE Payroll.
- d. Collect proposed staffing level changes from Town Manager.
- e. Collect current and future Construction Projects (CIP) information from Town Manager.
- f. Collect upcoming projects, initiatives, grants or policy changes with a financial impact from Town Manager.
- g. Collect copies of recent ordinances or resolutions adopting fees from Town Manager.
- h. Collect the "Year 2023 Net Assessed Primary Value" from Town Manager.
- i. Provide publication notice drafts if necessary to Town Manager.
- j. Build Salary and Benefit Budget Draft.
- k. Allocate Salary Budget to Draft Budget.
- l. Prepare preliminary Tax Levies.
- m. Build the Draft Budget – Line-item detail.
- n. Present to Town Manager.
- o. Collect Department Proposals.
- p. Present to Town Manager recommendations to achieve a balanced Draft Budget.
- q. Complete Draft Budget to include Summaries and Graphs for Mayor and Council work sessions.
- r. Attend work sessions to answer questions or present if necessary.
- s. Complete Tentative Budget - AG format.
- t. Attend Council Meeting to adopt Tentative Budget.
- u. Modify Tentative Budget if necessary (both line-item and AG format).
- v. Prepare multi-year property tax rate and valuation analysis.
- w. Attend Public Hearings for Property Tax Levies.
- x. Complete Final Budget – Line-item detail.
- y. Complete Final Tax Levy.
- z. Attend City Council meeting for Final Budget and Property Tax Levy Adoption.
- aa. Complete Final Budget - AG Format.
- bb. Prepare report for Cochise County.
- cc. Prepare Report for Property Tax Oversight Commission.
- dd. Prepare Budget Journal Entry.
- ee. Prepare Payroll Allocation Report for FY24.
- ff. Prepare Employee Hourly Rate Schedule.

APPENDIX B – FINANCIAL SERVICES

Town of Huachuca City administrative staff assignments and responsibilities.

For the period starting: April 1, 2023, and ending August 31, 2023.

The CITY will allocate adequate resources to complete the Fiscal Year 2023-24 annual budget, with the following assignments:

- a. Schedule all meetings, work sessions, public hearings, and legal publications in accordance with the Budget Calendar.
- b. Provide the consultant with the most current financial and payroll data in Excel format.
- c. Provide current and proposed employee benefits.
- d. Provide current and proposed staffing levels.
- e. Provide copies of letters from Cochise County related to 'Net Assessed Primary Value' from the prior 3-5 years.
- f. Provide additional information as described in Appendix A.
- g. Publish all legal notices.
- h. Publish Budget related documents on the City's website.
- i. Relay pertinent budget related information from the Arizona League of Cities and Towns as requested by the CONSULTANT.
- j. Post budget journal entry in CASELLE general ledger module.
- k. Update employee allocation in CASELLE payroll module.
- l. Update employee hourly rates in CASELLE payroll module if necessary.
- m. Communicate all budget related changes via email.