

AGREEMENT BETWEEN THE
COMMONWEALTH OF VIRGINIA AND
VERIZON

1. PARTIES AND SCOPE OF AGREEMENT

This is an Agreement (the "Agreement") between the Commonwealth of Virginia, 9-1-1 Services Board (the "Commonwealth" or the "Board"), and Verizon Business Network Service, Inc. **or, as of July 1, 2020, Verizon Business Network Services LLC**, on behalf of Verizon Virginia, LLC; Verizon South, Inc.; and its affiliates as listed in the Guide (https://enterprise.verizon.com/publications/service_guide) (each hereinafter referred to severally as the "Contractor" or "Verizon"), for the 9-1-1 services, as described in Exhibit A, and transition services, as described in Exhibit B, on behalf of local Counties and Municipalities which serve as Public Safety Answering Points ("PSAPs") (the "Services").

The Contractors provide or will provide the Services to certain PSAPs, as listed in Exhibit C. Any payment made by the Commonwealth for the Services is made on behalf of the PSAPs. The rates to be paid by the Commonwealth on behalf of the participating PSAPs for the Service shall be as identified in Exhibits D, E & F of this Agreement and not the tariff.

PSAPs participating in this Agreement shall be referred to as "Ordering Agency", "Customer", and/or "Migrating Jurisdiction". The Board's obligation to pay for the Services is subject to the PSAPs opting in to this Agreement and subject to availability and appropriation of funds under Section 16 of this Agreement. As a condition of opting in, the Ordering Agency shall agree to be bound to the terms herein for the Services. Verizon Virginia LLC and Verizon South Inc. do not assume joint and several liability for one another's actions and performance but each shall be liable for their own performance within their respective certified PSAP service area.

The Board is the approving authority for expenditures from the Virginia Wireless E-911 Fund, and is empowered to provide grant funds to, or on behalf of, Ordering Agency for the benefit of E-911, as provided in Va. Code § 56-484.17(C). The Board has provided an opportunity for Ordering Agency to apply for grant funds for the payment of Services. Regardless of the methodology employed, the Board may make payment on behalf of the PSAPs only if the PSAPs have applied to the Board and been approved for such payment.

In order to eliminate the administrative steps involved in billing and receiving payment from individual PSAPs, along with the steps involved in the Board's reimbursing individual PSAPs, it is the parties' desire to enter into an agreement whereby each Contractor may submit one bill to Board on behalf of PSAPs which receive Services from that Contractor, and which have requested and received approval for the use of wireless E-911 funds for such purpose. At the request of the PSAP, the Board will pay for the Services with proceeds from the Wireless E-911 Fund that have been awarded to PSAPs for such payment. Each Contractor agrees to the Board's direct payment on behalf of the Ordering Agencies.

2. BILLED PARTY; ORDERING AGENCIES

- A. Billed Party.** The Board, on behalf of the Ordering Agencies, shall be the billed party for the Services ordered by said Ordering Agencies. On behalf of the Ordering Agencies, the Board shall make payment of all invoices in accordance with the provisions of Section 25 of this Agreement.

- B. Ordering Agencies.** The Board hereby authorizes each PSAP that has both requested the Board to pay for Services on their behalf and been awarded wireless E-911 funds to pay for Services to act as an Ordering Agency for this Agreement. Ordering Agencies which are governed by this Agreement, are listed in Exhibit C. The Commonwealth may adjust the Ordering Agencies listed in Exhibit C within 15 days of the execution of this agreement without penalty. In the event the Commonwealth notifies Verizon that one or more Ordering Agencies should be deleted from the list of Ordering Agencies in Exhibit C, Exhibit C shall be amended to reflect such change, and charges due under this Agreement shall be adjusted accordingly.

The authority of an Ordering Agency is limited to ordering the Services, by written request which references this Agreement, and does not include the ability to add any additional Services not included on Exhibits A & B or to change or modify any prices, terms and conditions agreed upon by the parties hereto. The Contractor reserves the right to refuse Services to Ordering Agencies outside of the Contractor's service area. All changes to this Agreement must be incorporated in a formal modification to this Agreement by the parties identified in paragraph entitled "Modifications" of this Agreement.

3. ENTIRE AGREEMENT

This Agreement, comprised of these terms and conditions and Exhibits attached hereto, constitutes the entire agreement between Verizon and the Commonwealth with respect to the subject matter of this Agreement. All prior agreements, representations, statements, negotiations and undertakings between Verizon and the Commonwealth are hereby superseded with respect to these Services, provided, however, that Verizon has filed a tariff with the State Corporation Commission, which will apply to Verizon's provision of Services under Exhibit A to Ordering Agencies under this Agreement.

4. APPLICABLE LAWS AND COURTS

This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. Verizon shall comply with all applicable federal, state and local laws, rules and regulations.

5. NOTICES

Notices required by this Agreement must be in writing and sent to:

Verizon:

Verizon Business Services
6415-6455 Business Center Drive
Highlands Ranch, CO 80130
Attn: Customer Service
Email: notice@verizonbusiness.com

Commonwealth:

9-1-1 Services Board
c/o: VDEM
9711 Farrar Court, Suite 200
North Chesterfield, Virginia 23236

Email: dorothy.spearsdean@vdem.virginia.gov

Names and addresses for notices may be changed by notice sent in accordance with this paragraph. Notices delivered by hand shall be effective upon delivery. Notices which are not hand-delivered shall be sent by certified mail, return receipt requested, and shall be effective on the date noted on the return receipt.

6. ANTI-DISCRIMINATION

The Contractor certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and section 2.2-4311 of the Virginia Public Procurement Act.

A. During the performance of this Contract, the Contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

7. IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor certifies that it does not and will not during the performance of this Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

8. ETHICS IN PUBLIC CONTRACTING

The Contractor certifies that this Agreement is made without collusion, or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with this Agreement, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance,

deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

9. TAXES, SURCHARGES AND APPLICABLE FEES.

Any taxes, surcharges or other applicable fees that may be assessed by Verizon in connection with use of the Services by the Ordering Agencies, if any, shall be done only where required or permitted by applicable law or tariff. Sales to the Commonwealth of Virginia are normally exempt from State sales tax. If customer provides Verizon with a duly authorized exemption certificate, Verizon will exempt Customer in accordance with law, effective on the date Verizon receives the exemption certificate.

10. NONDISCRIMINATION OF CONTRACTORS

A Contractor shall not be discriminated against in the award of this Agreement because of race, religion, color, sex, national origin, age, or disability or due to its status as a faith-based organization.

11. ASSIGNMENT OF CONTRACT

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Agreement shall not be assignable, in whole or in part to any other party without the Commonwealth's written consent, which shall not be unreasonably withheld, and that any purported assignment or transfer without such consent shall be null and void, provided Contractor may assign or transfer its rights and obligations under this Agreement, upon written notice to the Commonwealth, to any affiliated Verizon entity that is wholly owned by the parent Verizon Communications Inc.

To the extent applicable law limits the rights of the parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be determined in accordance with applicable law. In such cases, the Contractor shall give the Board prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee.

In the event the Commonwealth receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Agreement, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after the Commonwealth's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. The Board shall promptly notify the Contractor of any assignment notice it receives.

12. FORCE MAJEURE

Contractor shall not be liable to the Commonwealth for delays, losses, damages, or any other consequences of acts, omissions, events or failures in performance due to causes beyond Verizon's reasonable control, including, but not limited to, acts of governmental body or third parties, acts of God, fires, floods, civil disturbances, war, terrorism, riots, insurrections, strikes, other labor-related disputes, or its inability to obtain the necessary equipment or services.

13. TERMINATION

Either party may terminate this Agreement by written notice in the event the other party (i) materially breaches this Agreement and (a) fails to cure such breach within thirty (30) days following written notice

thereof, or (b) if such breach cannot reasonably be cured during that time, uses its best commercially reasonable efforts to cure such breach as soon as practicable but in any event within ninety (90) days following written notice of the breach; or (ii) engages in fraud, criminal conduct or willful misconduct in connection with the business relationship of the parties. Further, the Board may terminate this Agreement immediately by written notice in the event Verizon becomes insolvent, ceases doing business in the ordinary course, enters bankruptcy proceedings or effects an assignment for the benefit of creditors. In the event either party terminates this Agreement pursuant to this Section 13, Commonwealth shall be liable to Contractor only for those Services provided through the date of termination subject to the availability of funds.

14. INSURANCE

Verizon will maintain the following insurance coverage's at the time the Agreement becomes effective and will maintain these insurance coverage's during the entire term of the Agreement and that all insurance coverage's will be provided by insurance companies authorized or permitted to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- a. Worker's Compensation – Statutory requirements and benefits and Employers Liability - \$1,000,000 each accident/disease/policy limit.
- b. Commercial General Liability –limit of \$1,000,000 each occurrence for bodily injury and property damage and \$1,000,000 general aggregate including personal injury and advertising injury, products/completed operations coverage. The Commonwealth of Virginia must be included as an additional insured as their interest may appear under this agreement.
- c. Automobile Liability on all owned, non-owned and hired automobiles with a combined single limit of \$1,000,000 each accident.

15. DRUG-FREE WORKPLACE

During the performance of this Agreement, Verizon agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Verizon that it maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to Verizon, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, possession or use of any controlled substance or marijuana during the performance of the Agreement.

16. NON-AVAILABILITY AND NON-APPROPRIATION OF FUNDS

The Services are funded by the Commonwealth from proceeds of the "Wireless E-911 Fund" established pursuant to Virginia Code Sec. 56-484.17. The Commonwealth's obligation to pay for the Services is subject to all funds for payment of goods or Services ordered under this Agreement having been legislatively appropriated and legally available for this purpose and having been awarded to PSAPs as wireless E-911 funds. In the event of non-availability or non-appropriation of funds by the Legislature for the Services under this Agreement or in the event funds from the Wireless E-911 Fund have not been awarded to PSAPs to pay for the Services, the Commonwealth may terminate this Agreement for those Services for which funds are not available, not been appropriated or not been awarded. Written notice will be provided to Verizon as soon as possible after legislative action is completed but in any event no later than 90 days before the start of the next contract year. Commonwealth shall be liable to Contractor for those Services provided through the date of termination and for which funds from the Wireless E-911 Fund have been awarded to the PSAP to pay for the Services.

If the Wireless E-911 Fund is insufficient to make any payment required under this Agreement, Verizon intends to bill the appropriate Ordering Agency or Agencies in accordance with the applicable Contractor's Tariff.

17. CONTRACTUAL RECORDS

Verizon shall make all books, records, and other documents directly related to this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of four years after creation of the book, record, or document. Related records included but are not limited to, this Agreement and all executed orders, attachments, modifications, invoices, and correspondence between the parties to this Agreement. Audit and examination may take place at a mutually agreed upon time during normal business hours.

18. LIMITATION OF LIABILITIES; INDEMNITY

- A. Except for errors and omissions caused by gross negligence, willful or wanton misconduct, fraudulent conduct or violations of law by Verizon, and, to the extent not caused by acts, omissions or other occurrences attributable to the Commonwealth or any other person or entity, Verizon's entire liability to the Commonwealth for all contractual claims arising under this Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property; or (B) proven direct damages for all other claims for which it is legally liable arising out of the Agreement, not to exceed in any 12 month period an amount equal to Commonwealth's total net payments to that Contractor for the affected Services in the 12 months preceding the month in which the non-performance occurred. Verizon's provision of service to an Ordering Agency shall not create nor give to any third party any claim or right of action against the Commonwealth, an Ordering Agency or Verizon.
- B. Under no circumstance shall Verizon be responsible or liable to the Commonwealth for special, indirect, incidental or consequential damages.

19. MODIFICATIONS

This Agreement may be modified in accordance with Section 2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives noted below. No modification to this Agreement shall be effective unless it is on writing and signed by the duly authorized representative of

both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

The only representatives authorized to modify this Agreement on behalf of the Commonwealth and Verizon are shown below.

Verizon:

Attn: Anthony Recine
VP Pricing & Contracts
22011 Loudoun County Parkway
Ashburn, VA 20147

Commonwealth:

9-1-1 Services Board Chairman
c/o VDEM
9711 Farrar Court, Suite 200
North Chesterfield, VA 23236

20. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the Code of Virginia, Agreement claims, whether for money or other relief, shall be submitted in writing to the Chairman of the Board no later than sixty days after final payment at the end of the Agreement; however, written notice of Verizon's intention to file such claim must also be given to the Board within 60 days of the occurrence or beginning of the work upon which the claim is based as required by the Code of Virginia. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The Board shall render a final decision in writing within thirty days after its receipt of Verizon's written claim. The parties acknowledge that Verizon's invoices at the start of the billing period each year will serve as written notice of Verizon's intention to seek payment for all Services rendered during the billing period.

Verizon may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the Board's decision on the claim, unless the Board fails to render its decision within thirty days after receipt of Verizon's written claim. The decision of the Board shall be final and conclusive unless Verizon, within six months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

21. NO WAIVER

A failure by either party to exercise its rights under this Agreement is not a waiver.

22. ADVERTISING/PUBLICITY

The Parties to this Agreement shall not use the logo or trademarks of the other without prior written consent of the other party.

23. INSTALLATION OF SERVICE

Except for specific limitations expressly stated in this Agreement, Verizon shall be responsible for completing and providing all component items necessary for each ordered Service. When additional quantities of the Services are ordered, it is anticipated that Verizon and the Ordering Agency will negotiate a mutually agreed upon estimated target completion date for those Services.

24. INCREASE OR DECREASE OF SERVICES

Any Ordering Agency may, at any time, increase or decrease the quantity of Wireless 9-1-1 Trunks to be provided to it under Section 1 of Exhibit A. Any adjustment in charges resulting from such change shall be made under Exhibit D, prospectively at the start of the next year and must be reflected in the PSAPs request for funding from the Board and awarded to pay for such services. Ordering Agencies may increase or decrease Wireless 9-1-1 Trunks through issuance of a written Telecommunications Services Order (TSO) indicating the effective date of the change. No termination charge of any kind shall be incurred as a result of decreasing the quantity of or otherwise terminating any wireless 9-1-1 Trunks paid for hereunder.

25. PAYMENT; BILLING DISPUTES and RECONCILIATIONS

- A. All invoices shall show the-state Contract number. All invoices shall be supported by documentation with the federal employer identification number and also sufficient to show the amounts of Services and charges attributable to each Ordering Agency. Verizon shall promptly provide such documentation with issuance of an invoice. Invoices for items ordered, delivered and accepted shall be submitted by Verizon directly to the Board, and shall be based on the charges shown in Exhibits D, E & F.

Payment shall be made monthly in advance. Payment is due 30 days after invoice or delivery, whichever occurs last. Verizon will provide the Commonwealth the payment address.

- B. Any credits which have accrued during the prior year shall be included on the following year's invoice. Within 30 days of the end of the contract term, Verizon shall issue payment to the Board for any credits accrued during the final year of the term.
- C. All Services paid for under this Agreement shall be billed by Verizon at the Agreement price contained in Exhibits D, E & F for the respective Services, regardless of which Ordering Agency submitted the order. Except as otherwise provided or permitted herein, Verizon shall accept payment of the Agreement price as full payment for the Services identified in this Agreement from the Ordering Agencies for which payment is made and Verizon shall not charge the Ordering Agencies any amounts for the Services in addition to those charged under this Agreement.
- D. The following shall be deemed to be the date of payment: for purposes of late payment charges, the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- E. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Verizon should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify Verizon in writing, as to those charges which it considers unreasonable and the basis for the determination. The provisions of this section do not relieve the Board of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia*. Section 2.2-4363).

F. Payment to Subcontractors. If Verizon engages any subcontractor(s) pursuant to this Agreement, Verizon is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of Verizon's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the Board and the subcontractor(s), in writing) of Verizon's intention to withhold payment and the reason.

Verizon is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by Verizon that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

G. The Commonwealth shall notify Verizon in writing only when the billing and/or invoice information submitted by Verizon is rejected and the reasons therefore. If rejection is not made within 30 days of receipt of the information by the Commonwealth, then the billing and/or invoice information shall be deemed accepted.

H. The Commonwealth reserves the right in accordance with the paragraph Entitled "Invoice Information", to make corrections to Verizon's invoices which have been paid but are later found to contain errors.

I. With the goal of starting each new year of the Agreement with no billing disputes and with all past year items reconciled, and in order to meet the Board's obligation to determine the accuracy of its payments in relation to actual costs incurred by the Ordering Agencies, all of Verizon's claims for under billing or adjustments, and all Commonwealth claims for overbilling or other billing reconciliations to the prior year's invoice will utilize the following steps:

(a) in the first 90 days after the prior billing period has ended, the parties will make a reasonable effort to identify all reconciliation items from that prior billing period;

(b) in the next 180 days the parties obligate themselves to work in good faith to resolve all such items;

(c) in the final 90 days of the current billing year all reconciliation items must be resolved or reserved for further action by the parties.

(d) If a claim is not made in the first 90 days, it may still be made before the end of the year but the parties do have an obligation to make reasonable efforts to identify all reconciliation items in the first 90- day period under (a) above.

Nothing herein shall waive the requirements of paragraph 20 or Virginia Code 2.2-4363 regarding contractual disputes.

26. INVOICE INFORMATION

No invoice may include any costs other than those identified in this Agreement. All invoices shall be sent to the following address:

9-1-1 Services Board
c/o Virginia Department of Emergency Management
9711 Farrar Court, Suite 200
North Chesterfield, VA 23236

27. INDEPENDENT CONTRACTOR

Verizon will be legally considered as an independent contractor and neither Verizon nor its employees will, under any circumstances, be considered servants or agent of the Commonwealth.

28. TERM

- A. This Agreement shall be effective as of _____. The Board agrees to pay for services for up to twenty-four (24) consecutive months and may be extended by two, twelve (12) month extensions by mutual written agreement signed by both parties, provided that the Ordering Agencies have requested the Board pay for Services on their behalf and been awarded funds from the Wireless E-911 Fund to pay for Services during such period.
- B. No later than 90 days prior to each anniversary of this Agreement, the Board shall notify Contractors as to whether the Ordering Agencies will continue to "opt-in" to having the Board pay for the Services under this Agreement for the upcoming contract year. Absent receipt of notice that an Ordering Agency has opted-in to having the Board pay for the Services for the next year of the Contract, Contractors shall deem an Ordering Agency as NOT opting-in and shall follow the procedure set forth at Section 28(C) below. In addition, any such Ordering Agency who has or is deemed to have opted-out shall be precluded from opting back in throughout the remainder of this Agreement.
- C. Any Ordering Agency who opts-out or is deemed to have opted-out of the Services paid for under this Contract shall also indicate if it wishes to have the Services terminated. Due to the important nature of the Services for public safety, Contractors shall not terminate the Services unless they receive a written statement from any such Ordering Agency affirmatively requesting termination of the Service but rather will continue to supply the Services at then-applicable Tariff rates, terms and conditions. Should an Ordering Agency opt-out or be deemed to have opted-out of the Services paid for under this Contract, the Commonwealth shall notify the Ordering Agency that Verizon intends to bill the Ordering Agency for the Services in accordance with the then current Tariff rates. The Commonwealth shall also notify an Ordering Agency that Verizon has indicated that it will not terminate the Services unless the PSAP provides Verizon with a written request to terminate the Services. Notwithstanding the foregoing, if an Ordering Agency opts-out of the Services paid for under this Contract, for any Service not provided under the Tariff rates, the Contractor and Ordering Agency will need enter into a separate agreement for those portions of the Services.

29. HEADINGS

Headings are for reference purposes only and shall not be considered in construing this Agreement.

30. COUNTERPARTS

This Agreement shall be executed by each party signing two original copies of the agreement, each P arty keeping one original.

PERSONS SIGNING THIS AGREEMENT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS AGREEMENT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Commonwealth of Virginia
9-1-1 Services Board

Verizon Business Network Service, Inc.
or, as of July 1, 2020, Verizon Business Network Services LLC
on behalf of Verizon Virginia, LLC, Verizon South, Inc., its
Affiliates

By:  _____

By:  _____

Curtis C. Brown

(Typewritten or Printed Name)

Anthony Recine

(Typewritten or Printed Name)

Title: State Coordinator

Title: SVP

Date: 09/14/2020

Date: 09/11/2020

EXHIBIT A

911 Services

Service Descriptions

1. Continued Existing Network Services

Verizon shall provide the below Services to the Ordering Agencies, in accordance with the provision herein. Upon the completion of the ALI Migration, as described in Exhibit B, the Services and charges for the respective Ordering Agency shall transition to those described in Section 2 below.

Wireless Selective Routing

Wireless Service Providers interconnect facilities to the Verizon Selective Router(s). An Emergency Service Routing Number (ESRN), along with the voice connection, is sent by the Wireless Service Provider to the Selective Router. The Selective Router use this number to determine routing and sends both the Emergency Service Routing Number and voice call to the appropriate PSAP or Public Safety Agency's 9-1-1 Service Provider. This service does not include dedicated circuits needed to connect Wireless Service Providers to Telephone Company Selective Routers.

Wireless E9-1-1 services

Verizon will provide Wireless E9-1-1 Services as outlined here and described in its "Emergency 911 Service" tariff filed with the State Corporation Commission and effective September 10, 2010 to the Ordering Agencies where facilities exist. The tariff elements which may apply to Wireless E9-1-1 Services in this Agreement are: (1) Combined CALI Wireless Location Identification and Selective Routing and (2) Selective Router to PSAP Trunks and are the same elements as described below. Verizon reserve the right to refuse and / or terminate Services to customers outside the geographic areas where Verizon is the wireline E9-1-1 service provider. Special Construction charges, if any, are not included in the rates for Services.

The following service terms shall apply to the Wireless E9-1-1 Services received by the Ordering Agencies.

- (a) Verizon will deliver to each Ordering Agency the data as required and specified by the FCC in CC Docket No. 94-102 ("the FCC Docket"). Verizon will deliver to the PSAP the same data as was received from the Wireless Service Provider ("WSP"). Verizon disclaims any and all responsibility for (1) the delivery of any additional data element that the WSP may choose to provide beyond those required and specified in the FCC Docket; (2) the content of the data delivered to the Ordering Agency, and (3) any data that the WSP fails to deliver to Verizon. In

addition, Verizon shall not be responsible for the investigation or maintenance of those technologies.

- (b) The Ordering Agency must have all required elements of the Phase I Wireless E9-1-1 Service configuration, utilizing ESRK or ESRD routing and cell site/sector location based information, in place before Phase II Wireless E9-1-1 Service configuration can be implemented. In addition, all of the following requirements at Ordering Agency expense must be met prior to Phase II Service configuration implementation:
- (i) The Ordering Agency ALI software must be upgraded to Verizon wireless ALI format to accommodate the X, Y data and the confidence and uncertainty element.
 - (ii) The WSP must have PDE and an MPC in it network. The PDE and MPC equipment is not provided and is not the responsibility of Verizon, nor is Verizon responsible to ensure the WSP or their agent(s) are prepared to implement Phase II Service configurations.
 - (iii) The WSP must have obtained an executed Interconnection Agreement to obtain connection with Verizon to the E9-1-1 Tandem and to Verizon ALI database to provide the Phase I and Phase II data. Verizon is not responsible to provide Wireless E9-1-1 Services without an executed Interconnection Agreement.
 - (iv) The WSP must submit Master Street Address Guide (“MSAG”) valid ALI records for each ESRK/ESRD in accordance with National Emergency Number Association (“NENA”) Standard 02-101.
- (c) *Centralized Automatic Line Identification (“CALI”) Wireless Processing.* Allows for the Automatic Location Identification (“ALI”) processing for the following call delivery service configuration: Phase I Call Associated Signaling (“CAS”), Phase I Non-Call Associated signaling (“NCAS”) and Phase II Wireline Compatibility Mode. The Service include two system ports per Ordering Agency in the Verizon service are to connect Public Service Answering Points (“PSAPs”) to the ALI Database platform. The Service does not include circuits between the ALI Database platform and a) the PSAP, b) the WSP’s subscriber database, or c) its Mobile Position Center (“MSP”). The WSP’s subscriber database, it’s Position Determining Entity (“PDE”) and/or its MPC are not provided by or the responsibility of Verizon.
- (d) *Dual Selective Routing.* Allows for the selective routing of the emergency call to the PSAP based on the Emergency Service routing Key (“ESRK”) or Emergency Service Routing Digits (“ESRD”). It’s also provides the following enhanced features and capabilities to the PSAP: wireless E9-1-1 trunk concentration;

selective, default and alternate routing; call transfer; night transfer; and forced disconnect. Includes ports on the E9-1-1 Tandem to maintain a P.01 grade of Service and to facilitate connection with the PSAP or the WSP's Mobile Switching Center ("MSC"). Trunks between the E9-1-1 tandem and the PSAP may be purchased under this Agreement at the listed price below.

- (e) *Wireless Trunks*, Provides the telecommunication connection between the PSAP and the E9-1-1 Tandem.

Rates and Charges

The Commonwealth agrees to pay Verizon the amounts listed in Exhibit D for the above Services for the period in which the Service are provided to the respective PSAPs. Verizon shall accept such payment in lieu of tariff rates for the Services. The amounts stated in Exhibit A do not include charges for any other aspect of the E-911 services that may be used in connection with the above Services. Payment for the above Services will be charged monthly for the prospective monthly period. If the Wireless Board and/or Ordering Agency cancel Services during a monthly period or the Services are being transitioned in accordance with Exhibit B, payment for such Services is not refundable for that monthly period. Special Construction charges, if any, are not included in the charge for Services.

2. Post ALI Migration 911 Selective Routing Services.

Upon the completion of the ALI Migration Phase for an Ordering Agency, as set forth and defined in Exhibit B below, Verizon will provide Selective Routing Services to the Ordering Agency, as described below, and charge the Commonwealth for such services for a duration as set forth in Exhibit B. The rates, charges and Services set forth above in Section 1 and Exhibit A will no longer be applicable upon the completion of the ALI Migration for the respective Ordering Agency.

Selective Routing to 9-1-1 Service Provider

Whenever a 9-1-1 call sent to the Verizon Selective Router is destined to a PSAP connected to a 9-1-1 Service Provider other than Verizon, Verizon will provide for the delivery of the 9-1-1 voice call with the associated number identification, to a terminating location(s) identified by the Ordering Agency.

To obtain this Service the Ordering Agency or its authorized agent, must identify to Verizon a mutually acceptable termination destination that is located within the same service area of the Verizon Selective Router.

This Service does not provide Selective, Fixed or Manual Transfers; Emergency Service Number (ESN) Routing; Speed Calling or other associated PSAP features.

Verizon's sole responsibility for 9-1-1 call delivery ends at the terminating location(s) identified by the Ordering Agency. Verizon assumes no responsibility for completion of 9-1-1 calls to the PSAPs served by another 9-1-1 Service Provider.

Rates and Charges

Upon the completion of the ALI Migration Phase, Verizon will commence billing the Commonwealth the Selective Routing Services it provides the migrating Ordering Agency, as described above. The Commonwealth agrees to pay the Verizon the amounts listed in Exhibit F for the above Services for the period in which the Services are provided to the respective Ordering Agency (see Exhibit B). Verizon shall accept such payment in lieu of tariff rates for the Services. The amounts stated in Exhibit F do not include charges for any other aspect of the 911 services that may be used in connection with the above Services. Payment for the above Services will be charged monthly for the prospective monthly period.

Note:

Verizon will cease directly billing the migrating Ordering Agency for Selective Routing of wireline Emergency 9-1-1 services under the tariff and will bill such services directly to the Commonwealth upon the completion of the ALI Migration Phase, in accordance with Exhibit F.

EXHIBIT B

NG9-1-1 Transitional Services – Individual PSAP to ESInet

NG9-1-1 Transition Support Services General Description

Verizon NG9-1-1 Transition Support Services is the migration support services provided for legacy PSAP Ordering Agencies (“Migrating Jurisdiction”) that currently operates with Verizon as their E9-1-1 Service Providers, to transition to a new NG9-1-1 Services Provider (“NG911SP”).

From beginning of migration prep and planning phase for the Migrating Jurisdiction to the completion of the ALI migration (“ALI Migration”) for the respective Migrating Jurisdiction (see below), Verizon will continue to directly bill the Migrating Jurisdiction for delivering Wireline E9-1-1 services per the applicable Verizon tariff rate(s) for Emergency 9-1-1 Services and will continue directly billing Commonwealth for the provision of existing services for the Migrating Jurisdiction as described in Section 1 of Exhibit A above. Thereafter, Verizon will directly bill the Commonwealth for the Selective Routing Services provided to the Migrating Jurisdiction, as set forth in Section 2 of Exhibit A.

Migration Prep & Planning Phase

The Migrating Jurisdiction initiates the migration process by providing Verizon a Signed Letter of Authorization (“LOA”) identifying their NG911SP as their chosen 9-1-1 Service Provider, naming the NG911SP and its subcontractors as agents, and the extent of the agents authority. The migration prep and planning phase starts upon receipt of a Verizon acceptable LOA from the Migrating Jurisdiction, which shall be a minimum of 120 days before the ALI Migration phase (“ALI Migration Phase”) commences. The parties will periodically review and agree upon the scheduling of the PSAPs migration plan.

The migration prep and planning phase includes the following high level activities, including Migrating Jurisdiction responsibilities:

- a) Migrating Jurisdiction provides Verizon a LOA identifying NG911SP as Migrating Jurisdiction’s agent and authorizing Verizon to release Migrating Jurisdiction’s information to NG911SP and/ or NG911SP subcontractors. Subsequent migration phases is contingent upon a valid and current LOA remaining in place.
- b) Verizon and NG911SP will list and analyze rate center/location(s) serving the Migrating Jurisdiction(s).
- c) Circuits and trunk groups will be established to the Points of Interconnect (“POI”)s to receive 911 call traffic from Verizon.

- d) Verizon will deliver to NG911SP an Initial Load of subscribers destined for Migrating Jurisdictions to the NG911SP. Note: NG911SP typically uses the Initial Load data for simulation and/or database preparation/testing. Verizon can provide an extract of Verizon Telecom TNs only, or all Originating Service Providers (“OSPs”) data for the Migrating Jurisdiction(s) upon NG911SP request. ‘Initial Load’ is the preliminary database load of all subscriber customer accounts in the migrating area (usually all accounts including telecommunication service priority (“TSP”) depending on the NG911 provider preference).

- e) Prior to migration target completion date, which shall be provided by Verizon, NG911SP and Verizon will notify OSPs of the timing in which they must COMPLETE their migration from Verizon PSR to NG911SP PSR by provisioning the required infrastructure to deliver all their regional 911 traffic, historically delivered to the Verizon 911 tandem serving the Migrating Jurisdictions, directly to the NG911SP.

ALI Migration Phase

- a) Upon NG911SP request, Verizon shall deliver Final Load to NG911SP of subscribers destined for Migrating Jurisdiction(s) and shall initiate ALI Dual Maintenance (Verizon and NG911SP). “ALI Dual Maintenance” is the collection, validation and error correction of subscriber data held by Verizon and NG911SP and is required for automatic location information during E9-1-1 call delivery. For the purposes of this Exhibit, the ‘Final Load’ is the final database load of all subscriber customer accounts in the migrating area (usually all accounts including telecommunication service priority (TSP) depending on the NG911 provider preference). The delivery of the Final Load marks the start of dual maintenance provisioning required to help keep the database by the NG9-1-1 service provider and the current legacy 9-1-1 service provider in sync. Dual Maintenance is the process to keep updated and synchronized all the subscriber customer database records that is held by the legacy 9-1-1 service provider and the NG9-1-1 service provider.

- b) NG911SP migrates PSAP(s) to NG911SP ALI, and ALI Dual Maintenance will continue as OSPs are required to send SOI files to both Verizon and NG911SP for duration of ALI migration Phase.

- c) Subsequent to completing the above steps, Verizon discontinues Dual Maintenance of all subscriber ALI records destined for Migrating Jurisdiction, which shall complete the ALI Migration Phase.

Verizon Primary Selective Router Migration Phase

Throughout the above process, Verizon remains Primary Selective Router (“PSR”) for migrating overlapping rate center/location(s) of all 911 traffic Verizon directly receives. Upon completion of the ALI Migration Phase for a Migrating Jurisdiction, Verizon will continue to selectively route impacted traffic and only sends to NG911SP traffic destined for NG911SP served Migrating Jurisdiction(s). Verizon will provide for the delivery of the 9-1-1 voice call, with the associated number identification, to a terminating location(s) identified by the Migrating Jurisdiction as a **Selective Routing to 9-1-1 Service Provider**, and will no longer be the PSR for the Migrating Jurisdiction. This phase will be active for the earlier of six (6) months after Migrating Jurisdiction’s ALI Migration is completed OR upon the last OSP disconnecting / discontinuing to send 911 traffic to Verizon for PSR for that jurisdiction. As set forth in Section 2 of Exhibit A, Verizon will commence charging the applicable Selective Routing rates to the Commonwealth for the respective Migrating Jurisdiction, which shall continue until this phase is completed pursuant to the preceding sentence.

During this migration phase, Verizon shall deliver FoCR (routing “shell” records) for all subscribers for the third party OSP subscribers destined for Verizon served Counties/PSAP to the NG911SP as the NG911SP becomes the PSR for OSPs direct connecting to the NG911SP serving their Migrating Jurisdiction(s). Note: FoCR or Function of Change – R is used for Routing, is the process used when an ALI provider that maintains a telephone number (TN) record sends a routing record which is used to route a call, sent to a Selective Router (SR) system that does not service that TN, to the appropriate PSAP.

- a) Verizon will aggregate all Verizon affiliates (VzT, VzB and VzW) traffic and transit the traffic destined for non-Verizon customers or PSAPs to the NG911SP POIs.
- b) NG911SP uses circuits and trunk groups to Verizon tandems initiated in migration and planning Phase to deliver 911 call traffic received from NG911SP direct connected OSPs that is destined for Verizon served 911 Customers/PSAPs.

Verizon Selective Routing Retirement Phase

- a) This shall consist of the disconnection and discontinuance of 911 traffic from all non-Verizon / third-party OSPs to the Verizon Selective Router (tandem). If any non-Verizon / third party OSPs have NOT disconnected and discontinued sending their 911 traffic to

the Verizon 911 tandem after Selective Router Migration phase ends, Verizon will default route the non-VZ Customer/PSAPs 911 traffic to the NG911SP to perform PSR. Verizon will be an OSP at this stage forward for the Migrating Jurisdiction.

- b) Verizon discontinues billing Commonwealth Verizon Selective Routing service rate, in Exhibit F, for the Migrating Jurisdiction at the end of the Selective Routing Retirement Phase.
- c) The Ordering Agency list shall be updated to reflect the completed migration.

9-1-1 Professional Services Statement of Work (SOW)/Agreement

A SOW will be developed for each Migrating Jurisdiction. Each Migrating Jurisdiction, Commonwealth and Verizon shall execute the SOW and agreement for the transition services, prior to the commencement of work under this Exhibit.

Rates and Charges

The Commonwealth agrees to pay Verizon the amounts listed in Exhibit E for the above Services provided to the respective Migrating Jurisdictions. Payment for the above Services will be charged to the Commonwealth in-full upon the receipt of the LOA for the respective Migrating Jurisdiction.

EXHIBIT C

ORDERING AGENCIES

PSAP
Alexandria
Alleghany
Amelia
Amherst
Appomattox
Arlington
Augusta
Bath
Bedford
Bland
Botetourt
Brunswick
Buchanan
Buckingham
Campbell
Caroline
Charles City
Charlotte
Chesapeake
Chesterfield

Clarke
Colonial Heights
Covington
Craig
Culpeper
Cumberland
Danville
Dickenson
Dinwiddie
Eastern Shore (Accomack, Northampton, Chincoteague)
Emporia
Essex
Fairfax
Falls Church
Fauquier
Floyd
Franklin City
Franklin County
Frederick
Fredericksburg
Giles
Gloucester
Goochland
Greensville
Halifax
Hampton
Hanover
Harrisonburg- Rockingham
Henrico
Highland
Hopewell
Isle of Wight
James City
King and Queen
King George
King William
Lancaster

Lee
Loudoun
Louisa
Lunenburg
Lynchburg
Madison
Manassas
Manassas Park
Mathews
Mecklenburg
Middlesex
Nelson
New Kent
New River Valley
Newport News
Norfolk
Northumberland
Norton
Orange
Page
Petersburg
Pittsylvania
Portsmouth
Powhatan
Prince George
Prince William
Pulaski
Radford
Rappahannock
Richmond Ambulance Authority
Richmond City
Richmond County
Roanoke City
Roanoke County
Rockbridge
Russell
Salem
Shenandoah

Southampton
Spotsylvania
Stafford
Staunton
Suffolk
Surry
Sussex
Tazewell
Virginia Beach
Warren
Washington
Waynesboro
Westmoreland
Winchester
Wise
Wythe
York-Poquoson- Williamsburg

EXHIBIT D

PRICING PER ORDERING AGENCY FOR EXISTING WIRELESS 911 SERVICES

SERVICE RATE STRUCTURE

Element name:	Total Charges Per Unit for all ordering agencies listed below.	Quantity	Total Monthly Charges for all ordering agencies listed below.
CALI Wireless Processing	\$2.80	44,083	\$123,432.40
Dual Selective Routing	\$2.80	44,083	\$123,432.40
Wireless Trunks, E911 Tandem to PSAP	\$58.75	468	\$ 27,495.00
Totals			\$274,359.80

Detailed Pricing Illustration:

Customers	Quantity of Trunks	Trunk Charges	Quantity SR	SR Charges	Quantity ALI	ALI Charges	Monthly Charges
Accomack (Eastern Shore)	4	\$235.00	157	\$439.60	157	\$439.60	\$1,114.20
Alexandria	14	\$822.50	1,348	\$3,774.40	1,348	\$3,774.40	\$8,371.30
Amelia	4	\$235.00	77	\$215.60	77	\$215.60	\$666.20
Amherst	4	\$235.00	90	\$252.00	90	\$252.00	\$739.00
Appomattox	4	\$235.00		\$109.20		\$109.20	\$453.40

			39		39		
Arlington	24	\$1,410.00	3,892	\$10,897.60	3,892	\$10,897.60	\$23,205.20
Augusta	4	\$235.00	351	\$982.80	351	\$982.80	\$2,200.60
Bath	4	\$235.00	40	\$112.00	40	\$112.00	\$459.00
Bedford	4	\$235.00	223	\$624.40	223	\$624.40	\$1,483.80
Blacksburg	6	\$352.50	145	\$406.00	145	\$406.00	\$1,164.50
Botetourt	4	\$235.00	215	\$602.00	215	\$602.00	\$1,439.00
Brunswick	4	\$235.00	52	\$145.60	52	\$145.60	\$526.20
Buchanan	4	\$235.00	81	\$226.80	81	\$226.80	\$688.60
Caroline	4	\$235.00	59	\$165.20	59	\$165.20	\$565.40
Charles City	4	\$235.00	43	\$120.40	43	\$120.40	\$475.80
Charlotte	2	\$117.50	31	\$86.80	31	\$86.80	\$291.10
Chesapeake	10	\$587.50	1,462	\$4,093.60	1,462	\$4,093.60	\$8,774.70
Chesterfield	10	\$587.50	1,629	\$4,561.20	1,629	\$4,561.20	\$9,709.90
Christiansburg	4	\$235.00	96	\$268.80	96	\$268.80	\$772.60
Clarke	4	\$235.00	198	\$554.40	198	\$554.40	\$1,343.80
Colonial Heights	6	\$352.50	55	\$154.00	55	\$154.00	\$660.50
Culpeper	4	\$235.00	174	\$487.20	174	\$487.20	\$1,209.40
Cumberland	4	\$235.00	17	\$47.60	17	\$47.60	\$330.20
Danville	6	\$352.50	158	\$442.40	158	\$442.40	\$1,237.30
Dinwiddie	4	\$235.00	59	\$165.20	59	\$165.20	\$565.40
Emporia	4	\$235.00	45	\$126.00	45	\$126.00	\$487.00
Essex	4	\$235.00	32	\$89.60	32	\$89.60	\$414.20

Fairfax	14	\$822.50	10,581	\$29,626.80	10,581	\$29,626.80	\$60,076.10
City of Franklin	4	\$235.00	53	\$148.40	53	\$148.40	\$531.80
Frederick	4	\$235.00	-	\$0.00	-	\$0.00	\$235.00
Fredericksburg	6	\$352.50	269	\$753.20	269	\$753.20	\$1,858.90
Fauquier	4	\$235.00	313	\$876.40	313	\$876.40	\$1,987.80
Giles	3	\$176.25	58	\$162.40	58	\$162.40	\$501.05
Gloucester	4	\$235.00	141	\$394.80	141	\$394.80	\$1,024.60
Goochland	4	\$235.00	269	\$753.20	269	\$753.20	\$1,741.40
Greensville	4	\$235.00	35	\$98.00	35	\$98.00	\$431.00
Hampton	6	\$352.50	1,021	\$2,858.80	1,021	\$2,858.80	\$6,070.10
Hanover	8	\$470.00	378	\$1,058.40	378	\$1,058.40	\$2,586.80
Harrisonburg	6	\$352.50	614	\$1,719.20	614	\$1,719.20	\$3,790.90
Henrico	12	\$705.00	2,716	\$7,604.80	2,716	\$7,604.80	\$15,914.60
Hopewell	4	\$235.00	56	\$156.80	56	\$156.80	\$548.60
Isle of Wight	4	\$235.00	134	\$375.20	134	\$375.20	\$985.40
James City Co	6	\$352.50	387	\$1,083.60	387	\$1,083.60	\$2,519.70
King & Queen	4	\$235.00	16	\$44.80	16	\$44.80	\$324.60
King George	4	\$235.00	197	\$551.60	197	\$551.60	\$1,338.20
King William	4	\$235.00	48	\$134.40	48	\$134.40	\$503.80
Lancaster	4	\$235.00	62	\$173.60	62	\$173.60	\$582.20
Louisa	4	\$235.00	103	\$288.40	103	\$288.40	\$811.80
Lynchburg	6	\$352.50	669	\$1,873.20	669	\$1,873.20	\$4,098.90
Madison	4	\$235.00	37	\$103.60	37	\$103.60	\$442.20

Mathews	2	\$117.50	22	\$61.60	22	\$61.60	\$240.70
Mecklenberg	4	\$235.00	217	\$607.60	217	\$607.60	\$1,450.20
Middlesex	4	\$235.00	30	\$84.00	30	\$84.00	\$403.00
Montgomery	4	\$235.00	93	\$260.40	93	\$260.40	\$755.80
Nelson	4	\$235.00	61	\$170.80	61	\$170.80	\$576.60
New Kent	4	\$235.00	65	\$182.00	65	\$182.00	\$599.00
Newport News	8	\$470.00	1,207	\$3,379.60	1,207	\$3,379.60	\$7,229.20
Norfolk	12	\$705.00	2,188	\$6,126.40	2,188	\$6,126.40	\$12,957.80
Northumberland	4	\$235.00	40	\$112.00	40	\$112.00	\$459.00
Orange	4	\$235.00	83	\$232.40	83	\$232.40	\$699.80
Petersburg	4	\$235.00	112	\$313.60	112	\$313.60	\$862.20
Portsmouth	8	\$470.00	578	\$1,618.40	578	\$1,618.40	\$3,706.80
Powhatan	4	\$235.00	75	\$210.00	75	\$210.00	\$655.00
Prince George	4	\$235.00	183	\$512.40	183	\$512.40	\$1,259.80
Prince William	10	\$587.50	1,833	\$5,132.40	1,833	\$5,132.40	\$10,852.30
Radford	4	\$235.00	82	\$229.60	82	\$229.60	\$694.20
Richmond Co	4	\$235.00	80	\$224.00	80	\$224.00	\$683.00
Richmond	10	\$587.50	2,708	\$7,582.40	2,708	\$7,582.40	\$15,752.30
Roanoke Co	10	\$587.50	462	\$1,293.60	462	\$1,293.60	\$3,174.70
Russell	4	\$235.00	92	\$257.60	92	\$257.60	\$750.20
Salem	4	\$235.00	177	\$495.60	177	\$495.60	\$1,226.20
Southampton	4	\$235.00	52	\$145.60	52	\$145.60	\$526.20
Spotsylvania	4	\$235.00		\$982.80		\$982.80	\$2,200.60

			351		351		
Stafford	10	\$587.50	434	\$1,215.20	434	\$1,215.20	\$3,017.90
Suffolk	7	\$411.25	478	\$1,338.40	478	\$1,338.40	\$3,088.05
Surry	4	\$235.00	33	\$92.40	33	\$92.40	\$419.80
Sussex	4	\$235.00	41	\$114.80	41	\$114.80	\$464.60
Tazewell	6	\$352.50	152	\$425.60	152	\$425.60	\$1,203.70
Va Beach	16	\$940.00	2,538	\$7,106.40	2,538	\$7,106.40	\$15,152.80
Waynesboro	4	\$235.00	96	\$268.80	96	\$268.80	\$772.60
Westmoreland	4	\$235.00	46	\$128.80	46	\$128.80	\$492.60
Winchester	4	\$235.00	213	\$596.40	213	\$596.40	\$1,427.80
York	8	\$470.00	336	\$940.80	336	\$940.80	\$2,351.60
Total	468	\$27,495.00	44,083	\$123,432.40	44,083	\$123,432.40	\$274,359.80

The monthly payment will be \$274,359.80.

Note 1: This rate reflects the total monthly charges that were derived on a locality by locality basis based on the number of telephone numbers records in each. Verizon access lines plus non-Verizon records.

EXHIBIT E

NG9-1-1 TRANSITION SUPPORT SERVICES PRICING PER ORDERING AGENCY

PSAP	NG9-1-1 Provider	NG9-1-1 Transition / Migration Support Services Cost (NRC)
Alexandria	AT&T	\$ 33,633.01
Albemarle	AT&T	\$ 19,122.02
Alleghany	AT&T	\$ 19,122.02
Amelia	AT&T	\$ 19,122.02
Amherst	AT&T	\$ 27,386.27
Appomattox	AT&T	\$ 27,386.27
Arlington	AT&T	\$ 35,830.12
Augusta	AT&T	\$ 27,386.27
Bath	AT&T	\$ 19,122.02
Bedford	AT&T	\$ 27,386.27
Bland	AT&T	\$ 19,122.02
Botetourt	AT&T	\$ 19,122.02
Brunswick	AT&T	\$ 27,386.27
Buchanan	AT&T	\$ 27,386.27
Buckingham	AT&T	\$ 19,122.02
Campbell	AT&T	\$ 27,386.27
Caroline	AT&T	\$ 27,386.27
Charles City	AT&T	\$ 27,386.27
Charlotte	AT&T	\$ 27,386.27

Chesapeake	AT&T	\$	32,534.45
Chesterfield	AT&T	\$	33,633.01
Clarke	AT&T	\$	27,386.27
Colonial Heights	AT&T	\$	27,386.27
Covington	AT&T	\$	19,122.02
Craig	AT&T	\$	27,386.27
Culpeper	AT&T	\$	27,386.27
Cumberland	AT&T	\$	19,122.02
Danville	AT&T	\$	27,386.27
Dickenson	AT&T	\$	19,122.02
Dinwiddie	AT&T	\$	27,386.27
Eastern Shore	AT&T	\$	32,534.45
Emporia	AT&T	\$	27,386.27
Essex	AT&T	\$	27,386.27
Fairfax	AT&T	\$	35,380.12
Falls Church	AT&T	\$	19,122.02
Fauquier	AT&T	\$	32,534.45
Floyd	AT&T	\$	19,122.02
Franklin City	AT&T	\$	27,386.27
Franklin County	AT&T	\$	19,122.02
Frederick	AT&T	\$	32,534.45
Fredericksburg	AT&T	\$	27,386.27
Giles	AT&T	\$	27,386.27
Gloucester	AT&T	\$	27,386.27
Goochland	AT&T	\$	32,534.45
Greensville	AT&T	\$	27,386.27
Halifax	AT&T	\$	19,122.02

Hampton	AT&T	\$ 32,534.45
Hanover	AT&T	\$ 27,386.27
Harrisonburg-Rockingham	AT&T	\$ 32,534.45
Henrico	AT&T	\$ 35,830.12
Highland	AT&T	\$ 19,122.02
Hopewell	AT&T	\$ 27,386.27
Isle of Wight	AT&T	\$ 27,386.27
James City	AT&T	\$ 27,386.27
King and Queen	AT&T	\$ 19,122.02
King George	AT&T	\$ 27,386.27
King William	AT&T	\$ 27,386.27
Lancaster	AT&T	\$ 27,386.27
Lee	AT&T	\$ 19,122.02
Loudoun	AT&T	\$ 19,122.02
Louisa	AT&T	\$ 27,386.27
Lunenburg	AT&T	\$ 19,122.02
Lynchburg	AT&T	\$ 27,386.27
Madison	AT&T	\$ 27,386.27
Manassas	AT&T	\$ 32,534.45
Manassas Park	AT&T	\$ 27,386.27
Mathews	AT&T	\$ 19,122.02
Mecklenburg	AT&T	\$ 27,386.27
Middlesex	AT&T	\$ 27,386.27
Nelson	AT&T	\$ 27,386.27
New Kent	AT&T	\$ 27,386.27
New River Valley	AT&T	\$ 27,386.27

Newport News	AT&T	\$	32,534.45
Norfolk	AT&T	\$	33,633.01
Northumberland	AT&T	\$	27,386.27
Norton	AT&T	\$	19,122.02
Orange	AT&T	\$	27,386.27
Page	AT&T	\$	19,122.02
Petersburg	AT&T	\$	27,386.27
Pittsylvania	AT&T	\$	19,122.02
Portsmouth	AT&T	\$	27,386.27
Powhatan	AT&T	\$	27,386.27
Prince George	AT&T	\$	27,386.27
Prince William	AT&T	\$	35,380.12
Pulaski	AT&T	\$	27,386.27
Radford	AT&T	\$	27,386.27
Rappahannock	AT&T	\$	27,386.27
Richmond Ambulance Authority	AT&T	\$	19,122.02
Richmond City	AT&T	\$	33,633.01
Richmond County	AT&T	\$	27,386.27
Roanoke City	AT&T	\$	19,122.02
Roanoke County	AT&T	\$	27,386.27
Rockbridge	AT&T	\$	19,122.02
Russell	AT&T	\$	27,386.27
Salem	AT&T	\$	27,386.27
Shenandoah	AT&T	\$	19,122.02
Southampton	AT&T	\$	27,386.27

Spotsylvania	AT&T	\$	32,534.45
Stafford	AT&T	\$	32,534.45
Staunton	AT&T	\$	19,122.02
Suffolk	AT&T	\$	27,386.27
Surry	AT&T	\$	27,386.27
Sussex	AT&T	\$	27,386.27
Tazewell	AT&T	\$	27,386.27
Virginia Beach	AT&T	\$	27,386.27
Warren	AT&T	\$	19,122.02
Waynesboro	AT&T	\$	19,122.02
Westmoreland	AT&T	\$	27,386.27
Winchester	AT&T	\$	27,386.27
Wise	AT&T	\$	19,122.02
Wythe	AT&T	\$	19,122.02
York-Poquoson- Williamsburg	AT&T	\$	27,386.27

**LOA triggers Transition Services Charges.

EXHIBIT F

PRICING PER ORDERING AGENCY FOR SELECTIVE ROUTING TO OTHER SERVICE PROVIDER

SERVICE RATE STRUCTURE:

Selective Routing wireless 9-1-1 calls to 9-1-1 Service Provider

Element name:	Total Charges Per Unit for all ordering agencies listed below.	Total Monthly Charges for all ordering agencies listed below.
Selective Routing/ANI Wirelines 9-1-1 calls to 9-1-1 Service Provider, per 100 records	\$4.85	\$237,368.70
Selective Routing Wireless 9-1-1 calls to 9-1-1 Service Provider, per 100 records	\$4.85	\$237,368.70
Totals		\$474,737.40

PSAP Customers	Wireline Qty, per 100	Wireline SR/ANI 9-1-1 calls to 9-1-1 Service Provider Charges (Monthly)	Wireless Qty, per 100	Wireless SR/Processing 9-1-1 calls to 9-1-1 Service Provider Charges (Monthly)	TOTAL SR/ANI to 9-1-1 Service Provider Charges (Monthly)
Alexandria	1,348	\$6,537.80	1,348	\$6,537.80	\$13,075.60
Amelia	77	\$373.45	77	\$373.45	\$746.90
Amherst	90	\$436.50	90	\$436.50	\$873.00
Appomattox	39	\$189.15	39	\$189.15	\$378.30
Arlington	3,892	\$18,876.20	3,892	\$18,876.20	\$37,752.40
Augusta	351	\$1,702.35	351	\$1,702.35	\$3,404.70
Bath	40	\$194.00	40	\$194.00	\$388.00
Bedford	223	\$1,081.55	223	\$1,081.55	\$2,163.10
Bland	5	\$24.25	5	\$24.25	\$48.50
Botetourt	215	\$1,042.75	215	\$1,042.75	\$2,085.50
Brunswick	52	\$252.20	52	\$252.20	\$504.40
Buchanan	81	\$392.85	81	\$392.85	\$785.70

Campbell	69	\$334.65	69	\$334.65	\$669.30
Caroline	59	\$286.15	59	\$286.15	\$572.30
Charles City	43	\$208.55	43	\$208.55	\$417.10
Charlotte	31	\$150.35	31	\$150.35	\$300.70
Charlottesville - UVA-Albemarle	7	\$33.95	7	\$33.95	\$67.90
Chesapeake	1,462	\$7,090.70	1,462	\$7,090.70	\$14,181.40
Chesterfield	1,629	\$7,900.65	1,629	\$7,900.65	\$15,801.30
Clarke	198	\$960.30	198	\$960.30	\$1,920.60
Colonial Heights	55	\$266.75	55	\$266.75	\$533.50
Culpeper	174	\$843.90	174	\$843.90	\$1,687.80
Cumberland	17	\$82.45	17	\$82.45	\$164.90
Danville	158	\$766.30	158	\$766.30	\$1,532.60
Dickenson	37	\$179.45	37	\$179.45	\$358.90
Dinwiddie	59	\$286.15	59	\$286.15	\$572.30
Eastern Shore (Accomack, Chincoteague, Northampton)	157	\$761.45	157	\$761.45	\$1,522.90
Emporia	45	\$218.25	45	\$218.25	\$436.50
Essex	32	\$155.20	32	\$155.20	\$310.40
Fairfax	10,581	\$51,317.85	10,581	\$51,317.85	\$102,635.70
Fauquier	313	\$1,518.05	313	\$1,518.05	\$3,036.10
Franklin City	53	\$257.05	53	\$257.05	\$514.10
Franklin County	4	\$19.40	4	\$19.40	\$38.80
Frederick	173	\$839.05	173	\$839.05	\$1,678.10
Fredericksburg	269	\$1,304.65	269	\$1,304.65	\$2,609.30
Giles	58	\$281.30	58	\$281.30	\$562.60
Gloucester	141	\$683.85	141	\$683.85	\$1,367.70
Goochland	269	\$1,304.65	269	\$1,304.65	\$2,609.30
Greensville	35	\$169.75	35	\$169.75	\$339.50
Halifax	8	\$38.80	8	\$38.80	\$77.60
Hampton	1,021	\$4,951.85	1,021	\$4,951.85	\$9,903.70
Hanover	378	\$1,833.30	378	\$1,833.30	\$3,666.60
Harrisonburg - Rockingham	614	\$2,977.90	614	\$2,977.90	\$5,955.80
Henrico	2,716	\$13,172.60	2,716	\$13,172.60	\$26,345.20
Highland	95	\$460.75	95	\$460.75	\$921.50
Hopewell	56	\$271.60	56	\$271.60	\$543.20
Isle of Wight	134	\$649.90	134	\$649.90	\$1,299.80
James City Co	387	\$1,876.95	387	\$1,876.95	\$3,753.90
King & Queen	16	\$77.60	16	\$77.60	\$155.20
King George	197	\$955.45	197	\$955.45	\$1,910.90
King William	48	\$232.80	48	\$232.80	\$465.60
Lancaster	62	\$300.70	62	\$300.70	\$601.40

Lee	48	\$232.80	48	\$232.80	\$465.60
Loudoun	2707	\$13,128.95	2707	\$13,128.95	\$26,257.90
Louisa	103	\$499.55	103	\$499.55	\$999.10
Lunenburg	4	\$19.40	4	\$19.40	\$38.80
Lynchburg	669	\$3,244.65	669	\$3,244.65	\$6,489.30
Madison	37	\$179.45	37	\$179.45	\$358.90
Manassas	279	\$1,353.15	279	\$1,353.15	\$2,706.30
Manassas Park	24	\$116.40	24	\$116.40	\$232.80
Mathews	22	\$106.70	22	\$106.70	\$213.40
Mecklenburg	217	\$1,052.45	217	\$1,052.45	\$2,104.90
Middlesex	30	\$145.50	30	\$145.50	\$291.00
Nelson	61	\$295.85	61	\$295.85	\$591.70
New Kent	65	\$315.25	65	\$315.25	\$630.50
New River Valley (Blacksburg, Blacksburg, Christiansburg)	334	\$1,619.90	334	\$1,619.90	\$3,239.80
Newport News	1,207	\$5,853.95	1,207	\$5,853.95	\$11,707.90
Norfolk	2,188	\$10,611.80	2,188	\$10,611.80	\$21,223.60
Northumberland	40	\$194.00	40	\$194.00	\$388.00
Norton	40	\$194.00	40	\$194.00	\$388.00
Orange	83	\$402.55	83	\$402.55	\$805.10
Page	3	\$14.55	3	\$14.55	\$29.10
Petersburg	112	\$543.20	112	\$543.20	\$1,086.40
Pittsylvania	198	\$960.30	198	\$960.30	\$1,920.60
Portsmouth	578	\$2,803.30	578	\$2,803.30	\$5,606.60
Powhatan	75	\$363.75	75	\$363.75	\$727.50
Prince George	183	\$887.55	183	\$887.55	\$1,775.10
Prince William	1,833	\$8,890.05	1,833	\$8,890.05	\$17,780.10
Pulaski	88	\$426.80	88	\$426.80	\$853.60
Radford	82	\$397.70	82	\$397.70	\$795.40
Rappahannock	21	\$101.85	21	\$101.85	\$203.70
Richmond City	2,708	\$13,133.80	2,708	\$13,133.80	\$26,267.60
Richmond County	80	\$388.00	80	\$388.00	\$776.00
Roanoke City	790	\$3,831.50	790	\$3,831.50	\$7,663.00
Roanoke County	462	\$2,240.70	462	\$2,240.70	\$4,481.40
Rockbridge	5	\$24.25	5	\$24.25	\$48.50
Russell	92	\$446.20	92	\$446.20	\$892.40
Salem	177	\$858.45	177	\$858.45	\$1,716.90
Southampton	52	\$252.20	52	\$252.20	\$504.40
Spotsylvania	351	\$1,702.35	351	\$1,702.35	\$3,404.70
Stafford	434	\$2,104.90	434	\$2,104.90	\$4,209.80
Staunton	142	\$688.70	142	\$688.70	\$1,377.40
Suffolk	478	\$2,318.30	478	\$2,318.30	\$4,636.60

Surry	33	\$160.05	33	\$160.05	\$320.10
Sussex	41	\$198.85	41	\$198.85	\$397.70
Tazewell	152	\$737.20	152	\$737.20	\$1,474.40
Virginia Beach	2,538	\$12,309.30	2,538	\$12,309.30	\$24,618.60
Warren	2	\$9.70	2	\$9.70	\$19.40
Waynesboro	96	\$465.60	96	\$465.60	\$931.20
Westmoreland	46	\$223.10	46	\$223.10	\$446.20
Winchester	213	\$1,033.05	213	\$1,033.05	\$2,066.10
Wise	110	\$533.50	110	\$533.50	\$1,067.00
York - Poquoson- Williamsburg	336	\$1,629.60	336	\$1,629.60	\$3,259.20
Total	48,942	\$237,368.70	48,942	\$237,368.70	\$474,737.40

Note 2: This rate reflects the total monthly charges that were derived on a locality by locality basis based on the number of telephone numbers records in each. Verizon access lines plus non-Verizon records.