

ORDINANCE NO. 2026-26 FIRST READING APRIL 6, 2026
INTRODUCED BY: MARK PORTER SECOND READING WAIVED
THIRD READING WAIVED

ORDINANCE APPROVING THE MASTER SERVICE AGREEMENT, AS AMENDED, BETWEEN THE VILLAGE OF SOUTH RUSSELL AND FIRST COMMUNICATIONS, LLC FOR THE NEW PHONE SYSTEM GATEWAY IN AN AMOUNT NOT TO EXCEED \$7,299, AUTHORIZING THE MAYOR TO EXECUTE THE MASTER SERVICE AGREEMENT ON BEHALF OF THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, Council desires to upgrade the phone system gateway for the Village of South Russell campus;

WHEREAS, First Communications, LLC is the business of providing phone system gateway and has provided Council with a Master Service Agreement, as amended, for the purchase of such phone system gateway; and

WHEREAS, Council desires to approve the aforementioned Master Service Agreement, as amended, with First Communications, LLC.

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio, that:

SECTION 1: The Master Service Agreement, as amended, with First Communications, LLC for the purchase of phone system gateway for the Village of South Russell campus in the amount not to exceed \$7,299.00, which Master Service Agreement, as amended, is attached hereto and incorporated herein by reference as **Attachment 1**, is hereby approved.

SECTION 2: The Mayor is hereby authorized to execute the Master Service Agreement, as amended, on behalf of the Village.

SECTION 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after December 2, 1975, that resulted in formal action, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 4: That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason to enable the Village to secure the cost of the phone system gateway; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council.

William J. Koon
Mayor – Presiding Officer

ATTEST:

Danielle Romanowski
Fiscal Officer

I certify that Ordinance No. 2026- 26 was duly enacted on the 6TH day of APRIL, 2026, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danielle Romanowski
Fiscal Officer

FISCAL OFFICER'S CERTIFICATION

As the fiscal officer of the Village of South Russell, Ohio, I hereby certify that as of the date of execution of the within Master Service Agreement, as amended, with the Village of South Russell, Ohio, the amount required to satisfy payment under the Master Service Agreement, as amended, has been fully appropriated, or authorized or directed for such purpose and is in the Treasury, or is in the process of collection and is free from any obligation or certification now outstanding.

Danielle Romanowski
Danielle Romanowski, Fiscal Officer
Village of South Russell, Ohio



SERVICE ORDER

Order Type: NEW

Customer Information

Company Name :
Village of South Russell

Sales Executive Information

Sales Executive : Jancasz, Michelle - MICHJ
Phone : (312) 895-8840
E-Mail : miancasz@firstcomm.com

Billing :

Fed. Tax ID Number : 34-0907179 Federal Tax Exempt ID : _____
State Tax Exempt ID : _____
Existing Account Number if applicable : _____
Parent Account Number if applicable : _____

Contract:

Contract Term (yrs) : 3

1228 Bell Rd, Chagrin Falls, OH, 44022 (2)

UC PRI					
Voice					
	Unit Price	QTY	Monthly	One-Time	
1 port PRI Gateway bundled service	\$200.00	1	\$200.00	\$0.00	
DID					
	Unit Price	QTY	Monthly	One-Time	
Nationwide DID	\$0.00	20	\$0.00	\$0.00	
E911	\$0.00	1	\$0.00	\$0.00	
CNAM	\$0.00	1	\$0.00	\$0.00	
Pricing Plan					
	Unit Price	QTY	Monthly	One-Time	
Unlimited local, 1000 LD/TF min, 0.029 overage	\$0.00	1	\$0.00	\$0.00	
Usage Bundles					
	Unit Price	QTY	Monthly	One-Time	
Toll Minute Bundle 1,000 (free)	\$0.00	1	\$0.00	\$0.00	
Installation					
	Unit Price	QTY	Monthly	One-Time	
UC PRI NRC	\$99.00	1	\$0.00	\$99.00	
Site Total			\$200.00	\$99.00	
Order Totals			\$200.00	\$99.00	

Contact Type 1: Service Address Contact

Name : MICHAEL RIZZO
Title : POLICE CHIEF
Phone : 440-557-5535
E-Mail : POLICECHIEF@SOUTHRSSELL.COM

Responsible Authorized Party Contact :

Name : _____ Customer Management Portal Login ID : _____
Title : _____
Phone : _____
E-Mail : _____

Voice Vendor :

Name : _____
Title : _____
Phone : _____

E-Mail: _____

Data Vendor:

Name: _____

Title: _____

Phone: _____

E-Mail: _____

By signing this Service Order, Customer is ordering the Services set forth herein and agreeing to the following terms and conditions applicable to the specified Services, all of which are incorporated herein by reference as if fully set forth herein and which form an integral part of Customer's Agreement with Company: (i) Master Services Agreement; (ii) applicable Service Terms and/or Service Level Agreement, if any; (iii) First Communications, LLC ("Company") Terms and Conditions of Business Services, which can be found at www.firstcomm.com ("T&Cs"); and (iv) any applicable rates, tariffs and/or price/service guides, which may also be found at www.firstcomm.com. Defined terms used herein and not defined shall have the meanings given to them in the T&Cs. Customer agrees to pay for all Services ordered or otherwise used or provided, including, but not limited to, applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities, surcharges, and any other fees charged by Company, including those in the applicable tariff and/or rate guide. Customer acknowledges and agrees that it has read and agrees to be bound by this Service Order and all applicable agreements and terms described above. Customer authorizes Company to obtain any credit information and/or customer proprietary network information (CPNI) necessary to provision Services and to establish or maintain Customer's account and acknowledges that provision of Services hereunder is subject to a Customer credit check satisfactory to Company in its sole discretion, and hereby also authorizes the release of such information by any third parties to Company. Customer may be required to complete Company's Credit Application to commence the required credit check, and if required, but Customer fails to do so, Customer will be in breach of the Agreement. Customer understands that number and/or IP assignments are not guaranteed and the Agreement is not conditioned upon availability or provisioning of any such number/IP assignment. Customer has provided, and upon request will provide, Company with a valid Letter of Authorization, Letter of Agency, and/or Change of Responsible Organization for all applicable Services ordered. Any changes in the Services ordered (e.g., adding/deleting/replacing lines, equipment or licenses, increasing bandwidth, length of term, software installations or upgrades etc.) will alter the pricing set forth herein, and all such changes shall be subject to the terms of the Agreement under this Service Order regardless of whether they are made by Amendment or otherwise changed in connection with provisioning or delivery of the Services. The parties agree that any change within ten percent of the value signed for herein by Customer will be binding upon Customer and will not be deemed a material change. Customer is responsible for identification and payment of any termination fees to any third party that may apply when switching to Company's Services. By signing below, the undersigned represents that he/she is authorized to enter into the Agreement on behalf of Customer.

Agreed to on behalf of CUSTOMER by:

Name: WILLIAM G. KOONS

Title: Mayer

Authorized Signature: William G. Koons

Date: April 7, 2026

Agreed to on behalf of FIRST COMMUNICATIONS, LLC by:

Name: Mary

Title: Director

Authorized Signature: [Signature]

Date: 4/8/2026



This Master Services Agreement (“MSA”) is made by and between First Communications, LLC, with offices at 3340 West Market Street, Akron, OH 44333 (“First Communications”), and Village of South Russell (“Customer”). Each party may be referred to herein as a “Party” or collectively as the “Parties.” This MSA sets forth the general terms and conditions governing Customer’s purchase of Services from First Communications. Defined and/or capitalized terms used in this MSA and not otherwise defined herein shall have the meanings given to them in First Communications’ Terms and Conditions of Business Services (“T&Cs”) posted on First Communications’ website www.firstcomm.com from time to time, which are applicable to all Services provided by First Communications and form an integral part of the Agreement between the Parties.

1. SERVICES; SERVICE ORDERS

1.1 Customer may submit requests for Services hereunder upon or after execution of this MSA by submission of an executed Service Order in the most current form of Service Order that is designated for Service requests by First Communications at the time of such order (“Service Order”). The Service Order, together with the T&Cs and applicable individual Service Terms (if any), shall set forth the Term, pricing, service location(s) and additional terms and conditions specific to the requested Services. Except to the extent expressly set forth in a fully executed Amendment between the parties, all terms and conditions set forth in the Agreement shall control. Customer agrees that any provisioned or delivered changes, including additions, deletions or replacements, to the Service ordered (such as adding/deleting/replacing lines, equipment or licenses, increasing bandwidth or licenses, changing length of Term or installing or upgrading software) arising out of such ordered Service shall be governed by the Agreement.

1.2 A Service Order shall be deemed accepted by First Communications upon execution of such Service Order by a duly authorized representative of First Communications. First Communications shall have no obligation to provide and no liability for Services requested in any Service Order that First Communications has not accepted. First Communications reserves the right to add or delete Service offerings under this MSA and to increase prices to be charged to Customer for Services provided during the Term; provided, however, any changes on Service Orders already accepted shall be only in accordance with the T&Cs and/or applicable Service Terms.

1.3 First Communications may elect to offer an electronic or automated method for submitting Service Orders now or in the future and may advise Customer if such order entry system becomes available in the future, in which case an order for Service submitted by such First Communications approved electronic or automated method shall be deemed a Service Order under the Agreement. Customer understands and agrees that any online click through order for Cloud IP PBX Service shall be deemed a Service Order under the Agreement and all terms and conditions of the Agreement shall be binding on Customer with respect to such click through Service Order.

1.4 Service Level Goals for applicable Services are outlined in separate Service Terms or Service Level Agreements particular to each Service (each, an “SLA”) and posted on First Communications’ website www.firstcomm.com. First Communications may change the form of the SLA at any time for any Services and Service Orders not yet executed by the Parties. Each SLA applies only for the specific Service as defined in that individual SLA. In the event of performance issues resulting in the relevant Service Level Goal not being met, eligible Customers will receive a service credit against the applicable Affected Service MRC in accordance with SLA terms and conditions.

2. TERM AND TERMINATION

2.1 Unless earlier terminated as provided in the Agreement, this MSA shall be in effect for as long as the Term of any accepted Service Order(s), or Amendments thereto or hereto, or otherwise for as long as First Communications shall provide Services to Customer. Each Service Order placed under the Agreement shall have its own Term as indicated on such Service Order. At the valid expiration or termination of the initial Term plus any renewal Term of the individual Service Order(s), if First Communications continues to provide Service under such Service Order regardless of such expiration or termination, the applicable Service Order shall remain in effect for continuous one year periods pursuant to the terms of the Agreement until thereafter non-renewed and/or terminated in accordance with the T&Cs by either Party. If Customer continues to receive Service after the effective date of any prior termination/disconnect notice, Customer will be deemed to have waived the prior termination/disconnect request and must submit a new termination/disconnect notice thereafter in accordance with the timeframes and terms set forth herein and in the T&Cs.

2.2 In all cases where Customer desires to non-renew or terminate Services, including, without limitation, those being provided on a month-to-month basis, Customer shall provide First Communications with at least 60 days prior written notice that Customer is disconnecting or terminating Services. If Customer terminates/disconnects this MSA, a Service Order and/or any Service(s) prior to the end of the applicable Term, or if First Communications terminates this MSA, a Service Order and/or any Service(s) pursuant to a Customer default under the Agreement, Customer shall be subject to an Early Termination Fee.

3. BILLING AND PAYMENT; CREDIT APPROVAL

3.1 Billing for Services shall commence upon the date Service is first made available to Customer. First Communications shall provide Customer with a monthly invoice and all amounts due First Communications shall be payable in full within 30 days from the date of invoice. First Communications may charge interest at the rate of 1.5% per month, not to exceed the highest lawful rate, on delinquent amounts, without prejudice to its other rights under the Agreement in the event of delinquent payment. Customer must deliver written notice of any billing dispute together with all supporting documentation to First Communications within 60 days from the date of the original invoice, otherwise such invoice shall be deemed correct. In the event of a billing dispute, Customer shall timely pay all undisputed amounts including any undisputed portion of a disputed invoice. Customer will receive a monthly paper invoice from First Communications at a charge of \$10 per month unless it elects the paperless billing option by submitting the Paperless Invoice Authorization Form with the Agreement.

3.2 Provision of all Service Orders are subject to a Customer credit check, and at its sole option upon written (including via e-mail) or verbal notice to Customer, First Communications may require a Customer deposit or other assurance of performance or financial wherewithal prior to initiation of any provisioning or installation of Service, or may promptly terminate the Agreement and/or any Service Order without liability to First Communications, including, without limitation, any termination due to Customer's failure to provide the required deposit or other assurance of performance or financial wherewithal. Customer agrees that it must complete First Communications' Credit Application to commence the required credit check and failure to do so will be deemed to be a breach of the Agreement. First Communications shall refund all or a portion of a deposit paid to First Communications if First Communications determines in good faith, based on Customer's credit rating and payment history, that such deposit is no longer necessary to ensure timely payment. Refund of all deposit monies remaining with First Communications shall occur upon termination or expiration of the Agreement and all associated Service Orders, less any amounts that may be due from Customer hereunder.

4. TAXES AND REGULATORY FEES

Customer shall be responsible for the proper and timely payment and reporting of, and shall hold First Communications harmless from and against, applicable federal, state, local and other sales, use, excise, regulatory or other taxes, fees, charges or surcharges (other than taxes imposed on First Communications' net income, capital or net worth) to taxing authorities that are assessed, related to or due by reason of the provision of Services by First Communications to Customer under the Agreement, including any penalties and interest thereon. If applicable, Customer shall keep on file with First Communications copies of its current tax exemption certificates, and in any event, shall provide such certificates annually to First Communications. All federal, state, local or other taxes determined by First Communications to be due on the Services provided under the Agreement shall be charged to Customer and be due and payable according to the terms of the Agreement.

5. APPLICABLE LAWS

5.1 The Agreement is subject to all applicable federal, state, local or other laws, and regulations, rulings and orders of governmental agencies, including, but not limited to, the Communications Act of 1934, as amended, the Telecommunications Act of 1996, the Rules and Regulations of the Federal Communications Commission ("FCC"), First Communications' applicable tariffs or price guides, if any, and the receipt and continuance of any required approval or authorization by First Communications from the FCC or any governmental body with authority over the Services to be provided. The Services provided by First Communications are subject to the condition that they will not be used for any unlawful or unauthorized purposes. Customer agrees that it is solely responsible for determining whether any Services, including applications, features, data or third party services relating thereto, or any use thereof comply with laws, standards, regulations and policies applicable to Customer's business or industry, including without limitation those relating to privacy, data protection, financial standards, personally identifiable information, personal health information, consumer protection and/or telemarketing, and ensuring compliance therewith.

5.2 Either Party may terminate its obligations under the Agreement and/or any Service Order without liability if ordered to do so by the final order or ruling of a court or other governmental agency or if any order or ruling would make it impossible for either Party to carry out its obligations under the Agreement or such Service Order. In the event Customer engages in any unlawful or unauthorized use of the Services, or in the event Customer violates any laws, rules or orders of the FCC, other regulatory authority or a court of competent jurisdiction, First Communications may, in its discretion, take such action as is necessary to comply with applicable law or regulation, including but not limited to, termination of the Agreement, the applicable Service Order and/or the Services to Customer in whole or in part.

6. DISPUTE RESOLUTION; CHOICE OF LAW AND FORUM

6.1 The Parties agree to use the dispute resolution procedures set forth in the T&Cs with respect to any claim, dispute or other controversy arising out of or relating to the Agreement, except for the following types of claims, disputes or controversies: (a) suits for preliminary injunctions or temporary restraining orders; (b) suits to compel compliance with the dispute resolution processes; or (c) billing or payment collections matters or claims initiated by First Communications. In any court proceeding to enforce the Parties' agreement to arbitrate, the only issues to be determined shall be the existence of the agreement to arbitrate in the T&Cs, whether the issue is subject to arbitration and the failure of one Party to comply with that arbitration agreement. These issues shall be decided by the court without a jury. The Parties agree that there shall be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator.

MASTER SERVICE AGREEMENT

6.2 This MSA and the Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Ohio without regard to its conflict of laws principles. The Parties agree that Akron, Ohio will be the exclusive jurisdiction for any claim, dispute or other controversy that may arise between the Parties. Each Party consents to personal jurisdiction and venue in Akron, Ohio and waives any objection based on inconvenient forum. Notwithstanding anything to the contrary set forth herein, each Party irrevocably waives any right to trial by jury in connection with any claim, dispute or other controversy.

7. ENTIRE AGREEMENT; SEVERABILITY

The Agreement (including all fully executed Service Order(s) and Amendments hereto and thereto) constitutes the entire understanding between the Parties relating to all Services provided by First Communications to Customer and correctly sets forth the rights, duties and obligations of each Party to the other; provided, however, that the Agreement shall not affect or modify the terms or applicability of any other agreement between the Parties regarding subject matter other than Services provided by First Communications to Customer. Any prior or contemporaneous agreements, promises, negotiations or representations regarding the subject matter of the Agreement not expressly set forth in the Agreement are of no force or effect. No alteration, modification or variation of the terms of any provision shall be valid unless made in a written Amendment and signed by a duly authorized representative of First Communications and Customer. In the event that any one or more of the provisions of the Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of the Agreement shall be unimpaired and shall remain in effect and be binding upon the Parties. Each Party hereby represents and agrees that it has read and understands the T&Cs and any applicable Service Terms for additional provisions of the Agreement binding on the Parties, including, without limitation, those relating to Charges, Term, Conditions of Use, Acceptable Internet Use Policy, 911/E911 Services, Indemnification, Warranty Disclaimer and Limitation of Liability.

8. BINDING EFFECT; ASSIGNMENT; WAIVER

This MSA and the Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Customer may not assign the Agreement or any rights or obligations thereunder without First Communications' prior written consent. Any provision of this Agreement may be waived in writing at any time by the Party that is entitled to the benefit of such provision. No failure nor delay by a Party in exercising any right, power or privilege under the Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of such right, power or privilege shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

9. CONSTRUCTION AND INTERPRETATION; CONFIDENTIALITY

The Parties hereby waive any rule requiring construction or interpretation against the drafter with respect to the Agreement, including, without limitation, any Service Order under this MSA. With respect to any interpretation hereof and thereof, the Agreement shall be deemed to be drafted by both parties by mutual effort and agreement. The Parties agree that this MSA and any Service Order hereunder shall be deemed and will be treated as confidential information pursuant to the T&Cs.

10. COUNTERPARTS; ELECTRONIC SIGNATURES

Acceptance of this MSA and any Service Order hereunder is contingent upon acceptance by a representative of First Communications duly authorized to execute this MSA and/or the Service Order. Documents requiring signature as part of the Agreement may be executed in separate counterparts, each of which, when so executed, shall be an original, but all such counterparts which shall together constitute one and the same Agreement. Facsimile and electronic signatures, including any click through ordering portal or DocuSign confirmation, shall be deemed and will be treated as an original signed Agreement or counterpart, as applicable.

The undersigned each hereby represent and warrant that he/she is duly authorized to execute this MSA and any Service Order hereunder, has fully read and understood the terms and conditions of the Agreement and accepts the Agreement on behalf of the respective company identified below.

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date set forth below.

Village of South Russell

First Communications, LLC

Authorized Signature: William G. Keans

Authorized Signature: [Signature]

Printed Name: WILLIAM G. KEANS

Printed Name: Jill Mrowicki

Title: Mayor

Title: Manager

Date: April 7, 2026

Date: 4/8/2026

D I D	DESCRIPTION	EXT	NAME
440-338-6700	Main Village Number to Auto Attendant		
440-338-7611	Direct to Police Department (All Call)		Roll over to GCSO Dispatch
440-338-7843	Direct to Village Hall (All Call)		
440-338-3891	Direct to Service Department (All Call)		
440-338-1312	Direct to Building Department (All Call)		
440-557-5530	Direct Dial to Detective	242	Detective
440-557-5531	Direct Dial to Sergeant	228	Julie Aveni
N/A	N/A	N/A	N/A
440-557-5533	Direct Dial to Fiscal Officer	221	Danielle Romanowski
440-557-5534	Direct Dial to Lieutenant	227	Nicholas DiVita
440-557-5535	Direct Dial to Police Chief	225	Michael Rizzo
440-557-5650	Direct Dial to Administrative Assistant	222	Admin. Assist.
440-557-5651	Direct Dial to Sergeant	229	Stephen Brenner
440-557-5652	Not Currently Used		
440-557-5653	Not Currently Used		
440-557-5654	Not Currently Used		
440-557-5655	Not Currently Used		
440-557-5656	Not Currently Used		
440-557-5657	Not Currently Used		
440-557-5658	Not Currently Used		
440-557-5659	Not Currently Used		
Village Hall Call Box	Rings to Village Hall Hunt Group		Rings 221,222,223,224
Police Call Box	Rings to Police Department Hunt Group		All PD Phones



As a First Communications customer, you are eligible to sign up for our Paperless Billing option. Please select the option you wish and sign below. If you do not select an option and/or sign below, you will receive a paper invoice, which does require a \$10.00 fee that will appear on your monthly invoice.

- Yes! I want to **save \$10 a month** by receiving a Paperless Invoice.
- No, I would like to receive a Paper Invoice.

DANIELLE ROMANOWSKI
Billing Contact Name

FISCAL OFFICER
Title

FISCALOFFICER@SOUTHRUSSELL.COM
Email Address

Danielle Romanowski
Customer Signature

4.7.26
Date

How it works:

- ❖ An email will be sent to your billing email address with a Temporary Username and Password
- ❖ You can now log on to <https://www.firstcomm.com/customer-login/> to view your invoice, payment information, call detail and more
- ❖ When your invoice is ready for viewing, you will receive an email notification
- ❖ Make payments **even simpler** by signing up for First Communications Automatic Payment Feature

*Charges and fees may be subject to change. Please see www.firstcomm.com for more information.



Amendment

This is an amendment (“Amendment”) to the new Service Order dated 4.6.26, 2026 by and between **First Communications, LLC** (“Company”) and **Village of South Russell** (“Customer”) located at 1228 Bell Rd, Chagrin Falls, OH 44022. The effective date of this Amendment shall be the later of the dates signed by Customer and Company below.

This Amendment is in addition to the Service Order, RFQ #26577, and all terms incorporated in this Amendment are as defined in the Service Order, including the Master Services Agreement, Terms and Conditions of Business Services, and any other related applicable document, collectively the “Agreement”. For good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties agree to amend the Service Order and Agreement as follows:

Changes to the Master Services Agreement

Section 6.1. This Section shall be deleted in its entirety.

Changes to the Terms and Conditions of Business Services

Section XI. LEGAL TERMS

- A. Confidentiality of Information. This Section shall be replaced in its entirety with the following: “Subject to the conditions set forth below and to the extent permitted by the Ohio Public Records Act and other applicable federal and state laws, you will not disclose the terms or pricing associated with the Agreement to anyone without our prior written approval. During the term of the Agreement and for a period of two years thereafter, you will not disclose any confidential or proprietary information of Company or its Representatives or use the same for any other purpose. Company and/or its Representatives will retain all ownership rights, including intellectual property rights, in their respective confidential and proprietary information, and you agree to return all copies of such information to us upon our request at any time, provided if return is impossible as to any portion of the information then you will promptly certify to us that all such information has been destroyed. While we use telecommunications provider industry-accepted technologies to safeguard your information, you are responsible for the security of your confidential or proprietary information, as we cannot guarantee its security regardless of the Services contracted and provided hereunder. No method of electronic storage or transmission over the Internet is fail-safe or fully secure. Nothing set forth herein shall require the Customer to incur costs or expenses, including attorney fees, in connection with any efforts or proceedings to prevent or restrict disclosure required under the Ohio Public Records Act or other applicable federal or state laws.”
- D. Indemnification. This Section shall be retitled “Liability for Claims” and replaced in its entirety with the following: “TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE TO BE RESPONSIBLE AND LIABLE FOR CLAIMS OR DAMAGES RELATING TO ANY USE OF THE SERVICES OR EQUIPMENT OR FACILITIES RELATING THERETO, UNLESS DUE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR TO YOUR BREACH OF THE AGREEMENT OR YOUR PROMISES. IT IS YOUR RESPONSIBILITY TO CONFORM TO ALL APPLICABLE LAWS OR REGULATIONS AND YOU WILL BE RESPONSIBLE AND LIABLE TO COMPANY AND ITS REPRESENTATIVES FOR CLAIMS ARISING FROM ANY SUCH BREACH AND/OR USE WHETHER LAWFUL OR NOT, INCLUDING THOSE RELATED TO 911 DIALING. YOU ACKNOWLEDGE AND AGREE TO COMPANY’S 911 CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS AGREEMENT, AND NO SUCH CHARACTERISTICS AND/OR LIMITATIONS SHALL BE DEEMED TO CONSTITUTE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY OR ITS REPRESENTATIVES. THIS PARAGRAPH WILL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.

Wherever else indemnification language appears in the Agreement, Customer shall not indemnify Company, provided however, Customer shall be responsible and liable for all such claims, liabilities, losses or damages in such cases."

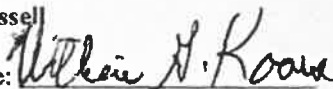
- G. Resolution of Disputes. This Section shall be replaced in its entirety with the following: "Disputes that arise between the Parties, except for those Disputes that fall exclusively within the jurisdiction of a state or federal regulatory body or collections suits filed by Company that are not subject to the following provisions, shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur in Akron, Ohio. The Parties agree that their Disputes will be resolved individually and shall not be resolved on a consolidated or class basis or joined with Disputes of any third-party. Subject to the limitations of liability set forth in the Agreement, the arbitrator(s) may award declaratory relief, preliminary and permanent injunctive relief, and direct compensatory damages, but may not award any incidental, consequential, punitive or other damages disclaimed herein and each Party waives, to the fullest extent permitted by law, any claims for any such damages. To the extent such damages may not be so waived, if an arbitrator decides to award such damages they shall be limited to the total amount of Service Charges paid by you to us in connection with the Services that is the subject of the dispute."

If there is any conflict between the terms and provisions of the Amendment and the terms and provisions of the Service Order, the Agreement or any prior addenda or amendments thereto, the terms and provisions of this Amendment shall govern. Except as specifically set forth herein, all other provisions of the Service Order and the Agreement and any prior addenda or amendment thereto shall remain in full force and effect and be binding upon the parties in accordance with their terms.

The undersigned hereby represent and warrant that they are duly authorized to execute this Amendment and have fully read and understand the terms and conditions.

Village of South Russell

Authorized Signature:



Printed Name:

WILLIAM G. KOONS

Title:

MAYOR

Date:

April 7, 2020

First Communications, LLC

Authorized Signature:



Printed Name:

Jill Berkowicz

Title:

Mayor

Date:

4/8/2020