



**MONROE COUNTY BOARD OF COMMISSIONERS AGENDA - AMENDED**  
**MONROE COUNTY COURTHOUSE**  
**JUDGE NAT U. HILL III MEETING ROOM**  
**BLOOMINGTON, INDIANA**  
**August 8, 2014**  
**9:00 a.m.**

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<b>I. CALL TO ORDER</b>	
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<b>III. PUBLIC COMMENT</b>	
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<b>A. July 25, 2014</b>	
<b>V. APPROVAL OF PAYROLL AND CLAIMS</b>	
<b>VI. NEW BUSINESS</b>	
<b>A. Ordinance 2014-24: Amendments to the Text of Chapter 801-Definitions; Amendment to Chapter 802-Zones and Permitted Uses to add Truck Stop/Travel Plaza as Conditional Use in the HI (Heavy Industry) Zone; and Amendment to Chapter 813-Conditional Uses to Add Truck Stop/Travel Plaza to the Conditional Uses List and Establish Requirements for Approval.</b>	<b>16</b>
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<b>B. Contract Between YSB Monroe County and Admin Solutions for the Purposes of Acquiring Residential/Clinical Database Services name "Childtrax"</b>	<b>25</b>
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Kim Meyer, Youth Services Bureau of Monroe County	

- C. Ordinance 2014-26: Amendments to the Noise Control Provisions of Monroe County Code 380** **34**  
David Schilling, County Legal
- D. Contract with AT&T for Them to Host the County's VOIP System** **37**  
**Fund Name: User Fees – Cable Franchise    Fund Number: 2502-030.0005**  
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Kurt Babcock, Technical Services Department
- E. Authorization to Enter Negotiations with Vendor Regarding the County's Request for Qualifications for a Facility Improvement Contract** **119**  
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**VII. ANNOUNCEMENTS**

**VIII. ADJOURNMENT**



**MINUTES**  
**MONROE COUNTY BOARD OF COMMISSIONERS**  
**July 25, 2014**  
**MONROE COUNTY COURTHOUSE**  
**JUDGE NAT U. HILL III MEETING ROOM**

The Monroe County Commissioners met in a regular meeting on July 25, 2014 at 9:00 a.m. with the following members present: Patrick Stoffers, President; Iris Kiesling, Vice President; and Julie Thomas, Member. Also present: Steve Saulter, Auditor; Bill Williams, Director of Public Works; Jeff Cockerill, County Attorney; Angie Purdie, Commissioners' Administrator; and Connie Axsom, Deputy Auditor.

**I. CALL TO ORDER**

This meeting was called to order by Patrick Stoffers.

**II. PLEDGE OF ALLEGIANCE**

The *Pledge of Allegiance* was led by Patrick Stoffers.

**III. PUBLIC COMMENT**

**(Evelyn Powers)** Good morning. I would like to pay tribute to two long time dedicated valuable County officials that we've lost recently. Don Wagner was the first building inspector for Monroe County and he was a former County Commissioner. Our dear Steve Creech, what a doll. Everybody loved Steve. What a dedicated employee he was. Charlotte Zietlow for whom I'm very close told me a little story. Back in the day when there was talk in Monroe County of having a PCB incinerator she was a County Commissioner as was Don Wagner and Steve Creech was with the Health Department. The three of them decided to take a road trip and they rented a rent a wreck, which of course continually broke down on their trip. They went something like 1,500 miles together and had a ball and accomplished what they needed to. And it sounded like Don Wagner let his hair down for that trip. It was great hearing about both of those gentleman.

The other reason I'm here is I would personally like to thank you for recommending a 5 percent raise for the County employees. There was an editorial in the *Herald-Times* and of course we don't know who writes those because there are five individuals who write them from time to time. In the editorial it indicated that everyone, all of our taxpayers for whom we serve, would understand our getting a cost of living raise because after all that is what the private sector employees receive. So, they could have certainly understood a 2.8 percent raise, but they indicated the Monroe County taxpayers would not stand for a 5

percent raise for the County employees. I think the *Herald-Times* both underestimate our taxpayers and perhaps even they are a little more intelligent than the editorial indicated. What you all were attempting to accomplish with recommending a 5 percent raise was to make up for the years the Monroe County employees did not receive a cost of living raise. For that, I thank you on behalf of my fellow County employees. It would have been wonderful and we would have felt so fantastic about it, because it was your attempt and I don't want to make it sound like you were righting a wrong but it would have been so lovely to have made up for the years where we did not receive any raise at all. Thank you. Have a nice day.

**(Sandra Tokarski)** I live at 8485 W Evans Road. I want to thank you from my heart for my efforts to try control the noise from the nighttime construction of I-69. The noise is really terrible and I don't want to diminish that by what I'm going to address now. Another terrible issue the State from our point of view seems to be ignoring is the ongoing pollution of our waters from the construction site. As you know, many of you get Thomas's e-mails that he sends every time there is any substantial rain. Recently we received a response, which is unusual to receive a response from an INDOT employee about the complaints that we file. This is from Janelle Lemon and this is what she said. *Thomas, I was informed by the I-69 erosion and sediment control staff for IR33739 (which is the contract in our area) on July 17 that the post rain field review identified that no sediment control measures were overtopped or compromised by the rain event and all water leaving the project site was/is being filtered through the sediment control measures as designed.* A picture they say is worth a thousand words. The reality, I want to pass this [water sample] to the Commissioners and I would like for you to look at this. This water was collected on the 23rd. This is what is coming off our stream. This is not {inaudible}. The sample doesn't begin to give you the impact of seeing the actual pollution in the stream. I understand everybody can't up every time it rains and look at this. I deeply appreciate all you have done on the noise issue. Please, try to find a way to address this ongoing pollution. The reason for this is runoff from the construction site. It is our belief the State is in violation of the Clean Water Act. We have sent samples, it wasn't this collection, I think it was the 14th. Thomas sent a sample to Todd Stevenson. The issue here is once the highway is finished and it is paved over the problem will still continue because the runoff from the highway, the gas, the oil, all the other contaminants will still be going off the right of way directly in to the karst features. Now if your name is Tokarski in this state you have no credibility. It doesn't matter how hard you work, doesn't matter that you are telling the truth. So I am asking you in any way that you can please address this, please bring this to the attention of anybody. I understand the Department of Transportation has a stranglehold on this state for a lot of reason. I would also like to point out that any private individual who polluted our waterways the way that INDOT and its contractors are doing would get smacked right now. Thank you again. I know you are sick of hearing about this. You are not nearly as sick as we are, but thank you very much.

**(Jim Shelton, Chamber of Commerce)** I'm here this morning to let the public know the fall training session for CASA will start September 30 and run through November 4. If you are interested, the applications are due September 19. A CASA is a volunteer who has been trained by the program to help a child in the justice system as a result of being abused or neglected. They are the eyes and ears of the court. They are not running solo. The CASA

program will have a senior person as their supervisor on the case. A case typically has one set of parents, there may be more than one child, and they try to keep them all with one CASA. I invite the public to think about this. You can go to [www.MonroeCountyCASA.org](http://www.MonroeCountyCASA.org) for more information, click on the volunteer link which will provide you with the details.

**(Kiesling)** Thank you, Jim. I thought the *BuzNet* had a good article in it about the CASA program. The details were very well described.

#### **IV. APPROVAL OF MINUTES**

##### **A. July 11, 2014**

**Kiesling moved to approve the minutes. Thomas seconded.  
Motion passed by unanimous voice vote.**

#### **V. APPROVAL OF PAYROLL AND CLAIMS**

**Kiesling moved to approve payroll (\$1,399,306.73) and claims (\$2,477,417.11). Thomas seconded.**

**(Steve Saulter, Auditor)** Good morning. The Auditor's Office is asking that you approve the following: regular vendor claims of \$2,477,417.11; payroll and payroll related claims of \$1,399,306.73; for a grand total of \$3,876,723.84.

**Motion passed by unanimous voice vote.**

#### **AGENDA AMENDMENT**

**Thomas moved to amend the agenda to add an acceptance of the 144s from the Auditor's Office. Kiesling seconded. Motion passed by unanimous voice vote.**

**(Jeff Cockerill, County Legal)** Form 144s are part of the budget process. The Auditor is to provide those to you I believe before the end of July, and then you have an opportunity to review them. They eventually make their way to the Council in August with the recommendation from the Board of Commissioners on how to handle them. This is just the formal process to convey that information. The 144s are proposed salary of the employees and elected officials.

**After a call for public comment, motion passed by unanimous voice vote.**

## **VI. REPORTS**

- A. Treasurer's Monthly Report for Month Ending June 30, 2014**
- B. Weights and Measures Monthly Report for June 16-July 15, 2014**
- C. Clerk of the Circuit Court Monthly Report for June 2014**

**Kiesling moved to accept the reports. Thomas seconded.**

**(Kiesling)** The Weights and Measures person has been very busy, including doing the weights at the Farmer's Market. He hasn't had too many complaints this year.

**After a call for public comment, motion passed by unanimous voice vote.**

## **VII. PUBLIC HEARING**

- A. Approval of Dual Stream Material Recovery Facility**  
**Larry Barker, Monroe County Solid Waste Management District**

**(Kiesling)** Chairman, are you opening the public hearing at this time?

**(Stoffers)** I have some questions about whether the ordinance has been met. However, I certainly would invite Mr. Morgan to speak.

**(Scott Morgan)** I'm Operations Director at the Solid Waste District (District). We are coming before you this morning to ask for your approval for a Dual Stream Material Recovery Facility, a MRF if you will. This will be in accordance with Monroe County Resolution 2007-18. A Dual Stream MRF would be able to handle traditional clean stream recycling, as well as allow the District to pull out recyclable materials from the municipal waste stream and that would be in accordance with House Bill 1183 that was passed and now incorporated to Indiana Code 13-20-25. The dual stream MRF would be owned and operated by the District and it would be located at the Monroe County Landfill location. I'll be happy to answer any questions that you have. We are coming before you with a concept, there are not specific details at this time. We are looking more of a large scale concept approval from the Commissioners.

**(Kiesling)** For the record please identify where the Monroe County Landfill is.

**(Morgan)** The Monroe County Landfill is located in the northeast part of the county. It is at 7740 Fish Road, but it is no longer in operation and ceased taking municipal solid waste on July 31, 2004.

**(Stoffers)** Thank you, Scott. We will continue with the public hearing.

**A call was made for public comment**

(Scott Wells) I'm glad you have at least a public hearing on this. We have the best county. That is why I like to live here. I think we have a very progressive community that cares about the environment. I like the color of green. It signifies to me lots of things, but one is *Where Green Living Begins* is our District. I think it is important. They like to use the green label and I think that is appropriate because things that are green are usually living. Also green is money. We need to start making some money instead of doing all of the mining and then let someone else make the profits off our hard work. The goal of Monroe County I believe is to operate a dual stream MRF. If you go on the website, they talk about reducing our waste stream. The State has picked up on this. House Bill 1183 was passed into law on March 25, 2014. Both parties liked the idea and the concept and it was a unanimous decision. There was some revision, but basically they all approved it. Every county is supposed to recycle at 50 percent of its total municipal waste stream and reports are due by the District December 2015. That has to go to the Commissioner of the State to verify we are trying to reduce our waste stream. The District sent out 20 letters already seeing this was something we must do. The letter was sent out trying to get someone to work with the District to bring in a recovery facility so we can meet this deadline. Only one from Indianapolis, Ray's Recycling, initially submitted a response back to Larry Barker, Executive Director. As it got further down the road they decided they did not want to do it as far as put it on Anderson Road. Basically, we now don't have anybody to do this. Why don't we do it ourselves and take control of our destiny. For recyclables, the clean stream MRF and it is documented from last year and the year before, if you take the total tonnage of clean recyclables it adds up to 8,500 tons. You have the recycling center, the City of Bloomington, the District, but you will see about .33 of our clean recyclables is from the District. The going rate is about an average of \$100 per ton. If we had all of those entities added up, that is \$850,000 but we are only going to do one-third of that. If you look at the projected which is 2,888 tons we're going to generate \$288,000 plus or minus. Trash bags totals for all of those entities added up is 12,517 tons. When you take the District of that it is about 17% about 2,100 tons from 2012. We have our own District, we would charge \$30.00 per ton for a tipping fee. Hoosier Disposal Republic Services charges about \$39.00 plus or minus. So we are saving \$9.00 per ton. If you took the totals, it is about \$900,039. If you just look at Monroe County, the District at \$30.00 per ton tipping fee plus the \$2,100 times \$45.00 per ton, that is the average rate, you have \$157,500. You will get almost \$450,000 in one year. When you figure the operational cost of maybe \$500,000 to pay for the labor, to pay other things for operational costs, you might have capital cost of \$250,000, upgrade the building of \$150,000, you have to buy three balers and can get three of them used for \$100,000. You may have to spend about three-quarter of a million dollars or maybe one million dollars, but to make money you have to spend money. We are controlling our own destiny here. The thing that I really like about this is the County Council budget, when you look at how much the taxpayers are paying to run this District and it's \$1,579,000 per year. The goal would be if we start getting this thing operational really four or five years the county taxpayers that \$1.5 million goes away and the County Council now has over a million dollars of surplus money to divide up to the other County budget line items. A MRF is a better way and it is where green living begins. We will create real sustainable jobs for our community. To me the big thing is I am so scared of this climate change. It is getting so severe now people just say *yeah, it's here* but it is because of the CO2 pollution. Right

now as you know, all of our trash is leaving Dillman transfer station on 37 going to Terre Haute and back. When you do the numbers you are getting close to 3 million pounds of CO2 pollution generated. Maybe that is related to the climate change. It takes about 55,000 trees to absorb that CO2. The projected new revenue, we just looked at the dirty MRF trash bags, we are only tapping about 13 percent of the total trash that this county generates. If you look at the numbers that goes to the Dillman transfer station, which is trash bags, 97,005 tons, take the \$12,517 divided by 97,005 tons is about 13 percent. If the goal is to get half of that once we get this thing going, you got 50,000 tons of trash. Take half of that trash and we are just talking about the trash bags at \$30.00 tipping fee times the tonnage and you add those together that is \$3,750,000. That is real money. That is why I always like this statement *Where Green Living Begins*, because I too think of green as living things and I like to think of green as money. We have a way to control our destiny. We have to do this by December 2015. Right now my belief is we should control our own destiny and do it ourselves because we have very quality people here that live in this county and by god out of the 92 counties we have the most environmental people in this entire state and I think we can make this thing happen.

**(Gene D. DeFelice)** I am a Monroe County resident. I guess the reason the Solid Waste District is here today is because in 2007 the County Commissioners, I believe two of you were on the Board of Commissioners at that time, took it upon themselves to enact this ordinance which basically gives you power over an entities ability to submit an application to the Indiana Department of Environmental Management. Reading from the ordinance, I'm not sure if we are having hearing today or presentation. It is just sort of unclear what's going on, but we are in front of you today because you are supposed to determine whether this facility that our District, our Monroe County Solid Waste Management District which is led by a gentleman who happens to be the president of the Indiana Association of Solid Waste Management Districts, your job is to determine if this proposed facility, this dual stream MRF, *will promote the public health, the safety, and the general welfare of the citizens of Monroe County*. It is not your job to determine whether the District will gain or lose money from this venture, it's not your job to determine if there are any private businesses that will gain or lose money for this venture. It is your job to determine if this facility will promote the public health, I would like to hear an argument against that; safety, I would like to hear an argument against that; general welfare, I would like to hear an argument against that. Arguments about the distance traveled to Anderson Road, about 12 miles and what that will cost in the fuel is not relevant. Arguments about *deep pockets* that the District may or may not have, they've got them. They've got extra funds. Plus, it will be funded with a revenue bond, not an argument against this. Money that the District will lose. The District's mission is not to make money. The District's mission is sustainability, reducing our waste stream and caring for our environment. So, if the District may lose host fees or any other revenue, which will most likely be offset as Mr. Wells has shown you by revenue. Even if it is a loss it is irrelevant to why we are here today. I've also heard an argument that if we buy used balers they're going to break down and we're to fail. I have run facilities as a maintenance manager and I can tell you machines go down. That is why we have three balers, used balers are cheaper, used equipment is often times more robust and it has been proven. Two or three balers inline, you are not going to have any downtime. Actually, you have to



schedule for downtime because balers need to be maintained. Maintenance on balers will keep them breaking down. Some of these things I mentioned are not arguments against this District by proposing and building this facility. I would like to see, we've heard those arguments so many times, I and many other people are done listening to this. We would like to have a real discussion in this community about how we are going to handle our waste stream. Mr. Barker and the District have some wonderful ideas what to do with the 80-plus acres out at landfill, which include methane recovery projects, greenhouse space so we can grow fresh fruit and vegetables all year long in Bloomington. Greenhouse space, greenhouse space that can be heated with methane. Energy can be generated, electric energy can be generated from the methane recovery. You burn methane you get CO<sub>2</sub>, it's a greenhouse gas. What a brilliant idea to put it into a greenhouse and feed our plants. Local produce. This is bigger than just handling our solid waste and who gets to profit from that. It's about progressive nature of our community, the environmental nature of our community, the sustainability our community. I like many other people have chosen to live in this community because of this progressive push. I am disappointed at some of the county leadership that is not on board with the people who are choosing to live here. Along the greenhouse idea, a lot of that waste that we are paying to get rid of is wet organic waste that we are paying to haul to Terre Haute. Mr. Barker is proposing that this facility be able to capture out of the waste stream not just valuable recyclables but all of that organic waste material and be able to have a compost facility. We can compost that. We can put that right back into our greenhouses, CO<sub>2</sub> for the plants, food for the plants. I think this is a brilliant idea. This is what a progressive community does. This is what a progressive community gets behind and supports. I have expressed my disappointment before and I will express it one last time about the leadership is not getting behind this and I don't think they are being quite frank and open with us for the exact reasons they will not get behind this. Again, my name is Gene D. DeFelice and thank you for the opportunity to speak in front of you today.

**(Jeff Ellington)** I own Phoenix Demolition here in Bloomington and we take down houses and structures and commercial sites. What we work towards is the goals you are trying to reach, which is less trash into the landfill stream. The way we do that is we hand separate buildings and infrastructure down to take out wood or any usable material, stone separation. It costs us more to do that but in the end we save money as you know as a tipping fee where less goes towards the dump. What I would like to bring up about this issue here is I personally try to keep things out of the waste stream. I make a commitment, it costs me money. We are not talking a few tons here and there. The average house is anywhere from 20 to 30 tons, the average commercial site is anywhere 75 to 200 tons. So, it is quite a bit of savings at the end but there is a lot of labor. What we need to think about is if you look back and take this information as part of this picture in 2004 when we calculated back when we was on the Solid Waste Board together the cost it was costing tax payers and users per ton in the landfill was \$125.00 per ton. That was based on user fees, the tip fee, it was also based on what people were taxed and property taxes, divided out by the amount of tons we took per year. Anytime you make a change into the services you offer I would like to see at least my perspective as a taxpayers what is it actually going to cost per ton with fees with infrastructure and also the tax increase on the properties if it may or may not be. That's \$93.00 a ton when they

closed the landfill and went to Hoosier for \$32.00 a ton. That was \$93.00 a savings that everybody was supposed to have benefit from that time forward. The tip fees have increased at Hoosier with CPI, I think of Chicago. What have we spent \$93.00 on for the last 10 years? Has it went towards recycling? Has it went towards other infrastructure? Kind of look at the big picture, look back at what it is actually going to cost you. I'm for trying to save the community and keeping things out of the trash flow. Again, Jeff Ellington. Thank you.

**(Robert Deppert)** I probably haven't followed this issue as closely as some of the other people that have been discussing this issue over the years. Over the last year I have been following this issue and I'm a little bit struck. I'm a chairperson of a group called Democracy for Monroe County and we decided on one of our monthly link ups, since this is an issue that seems to be paramount in the community and something that has to be decided, that we would have a discussion over the whole issue with some of the County Commissioners and some people from the Waste District. I've been struck watching the debate over the last year that the side that wants to do the Material Recovery Facility presents a long list of numbers, facts, figures, and some pretty good arguments on how this could be made to work. My wife is a German teacher in Bedford North Lawrence and in my visits to Germany I've seen how communities basically separate all of their trash and recover all of their organic materials and usually makes sure that each community has a way to recovery the methane through biofilters and the different ways in which to do that. It's pretty clear to me that the future is in basically making sure we reduce down all of our waste and recover the money from doing it, especially with this last law that was passed. When you look at the waste water treatment plant that we had we had a decision a few years back on whether to privatize that facility or not and we decided not to. We brought in some experts from Indiana University to help negotiate some agreements that kept it locally controlled. It seems to me that we are right at that same position now. Do we want to control this locally? Do we want to adhere to what the State of Indiana wants to do? Do we want to make sure that Bloomington, who has more expertise in this area than any other county or city in the State, uses the resources that they have to make sure that this is done in an efficient manner and we're at the cusp and we are at the top where Bloomington belongs of implementing a program like this. I see Indianapolis is implementing a program like this. They are not really considered that aggressive of a community. I have done some volunteer work with Pew Charitable Trusts on the environment when they ask about environmental issues and things that need to be considered nationally. They are almost always looking towards Bloomington to talk to opinion leaders and people like that. It seems like to me if Bloomington wants to consider itself and remain in the leadership of a movement to basically have a more green world, less greenhouse gases, more sustainable living then we need to take that step today and not be afraid of it. The arguments that I heard when we did the listening program, the link up for the Democracy of Monroe County, the arguments against it were based on two different things and that was that this wouldn't have made sense at the bottom of the recession of 2007 because of the amount of money being paid for recyclable materials dropped to a point where this would have cost the county money. I understand that but you can't make policy based on how bad things were at one point in the economy. If we made all of our decisions based on how the conditions were at the bottom of recession in

2007 everybody would be afraid to do anything. I think what it comes down to and I know the Waste District has had problems in the past, we had a fire out at the landfill, I think we've got to understand it's being led in a lot more professional manner today than it ever has been. We've got a lot of resources with the SPEA at Indiana University that we can tap into at any point and Bloomington deserves to be a leader in this area.

**A call was made for additional public comment and seeing none, Stoffers closed the public hearing at 9:44 a.m.**

**(Kiesling)** Mr. Chairman, I move to take this item under advisement.

**(Stoffers)** We have 30 days, that's part of the ordinance.

## **VIII. NEW BUSINESS**

### **A. 2013 Emergency Management Performance Grants-Salaries Sub-Grant Agreement**

**Fund Name: General                      Fund Number: 1000**  
**Amount: \$40,200.61**

**Kiesling moved to approve the agreement. Thomas seconded.**

**(Jim Comerford, Emergency Management)** Our annual reimbursement grant of 50 percent of the salaries for our office are reimbursed through the Indiana Department of Homeland Security. The grant's division puts this together every year and sends this contract, and then we will receive the money back once it is fully executed.

**(Kiesling)** Basically it covers both of your salaries?

**(Comerford)** There are actually three positions possible in a local emergency management that could be under this and we have two of those positions. I turn in our records for the previous year from our Auditor's Office and they calculate it out.

**After a call for public comment, motion passed by unanimous voice vote.**

### **B. Request for Approval of Contract between DoxPop and Monroe County Commissioners**

**Kiesling moved to approve the contract. Thomas seconded.**

**(Stoffers)** Jeff, let me officially welcome you and we are happy to have you.

**(Jeff Ellington, Recorder)** Thank you. I have been out of public office probably since 2004. I want to thank those who put their trust in me. It is a sad way to be able to be involved in public service again. Most people don't know I worked with Jim Fielder and Pat Haley since 1996 when we were on the Council. In 1998, the rate for microfilming

was increased and that is what we are trying to do today. We have a company that has been doing the court systems across Indiana for years. They've expanded their program to take our copies on a daily basis, they put a hub in our office, and you'll actually be able to go online and look up, especially if you are an abstractor or mortgage company or somebody who just wants to research your boundaries, to see where your documents are located at. That service will be a lot easier and simpler. They have a lot of safety features to protect property owners or other people's information that is in those documents. Jim Fielder started on this process a year or so ago and I had to learn about it to make sure I felt comfortable performing this task. I feel comfortable. Steve from the Auditor's Office feels comfortable that everything will work out right. We are already compatible because the system is already with the courts, but now the use has kind of changed a little bit because of the new program the courts have. I feel comfortable, I think it is the right thing to do, and it will hopefully enhance our review. We'll still gain the same revenue per page per document. The Recorder's Office will actually save paper, ink, and wear and tear on our machines because it will be in someone's office. They've had some of the facilities or counties that have used these system and they have had an increase in usage which actually means a slight increase in revenue for our office just for offering this service. I think it is a win-win situation. Nick Fankhauser with DoxPop is here today to answer any questions you may have. Dave [Schilling] has not looked at the total document yet, so we will not sign it until Dave Schilling with County Legal reviews it. There are some changes he wants to make but if we can move forward with this and get it going, I would appreciate it.

**(Stoffers)** I would ask that we revise our motion then as opposed to approval to approval contingent on acceptance by Legal Department.

**(Thomas)** Second.

**(Nick Fankhauser, DoxPop)** We are an Indiana company based in Richmond, Wayne County. I'm here to answer any questions you may have today.

**(Kiesling)** Do we pay you and then you pay us back? How does this work?

**(Fankhauser)** You don't pay us anything. Essentially what we do is ask that you entrust some of your public information to us. Our contract essentially makes it very clear that we recognize that this is Monroe County's data, because we understand it is also a part of the revenue that you use to fund the Recorder's Office. We don't ask you to do anything except let us use your information. It is no cost at all to the County. We have an initial contract period of one year and the reason we do that is that we don't ask you for any money. We take all the risk upon ourselves and our belief that professional users will pay us enough in subscription fees to support the service. Beyond that first year it becomes an at-will contract. The reason is I have a background in county government as well and it really frustrated me that office holders from years ago could tie the hands of future office holders. All of our contracts are at-will and you have a 60 day cancellation clause and we'll be out the door if we don't keep you happy. Really what this contract is all about is defining how we remit money back to County Government in return for the

copy fees that we collect. Of course, if somebody is making a copy of a public document through our internet site rather than making the copy in the office here you would expect to lose that dollar, so we make sure we collect that dollar per page from all the folks we work with and then remit that to the County on weekly basis.

The bottom line numbers are you pay us nothing. Every time we make a page of a document image available to one of our subscribers we charge them one dollar and turn around and send that directly to the County. Of course we don't know until we've operated the service what that revenue will be in Monroe County. I was just looking at some population figures before I came here and Hendrix County is kind of on par with your population and they are one of our other partner counties. In the last year, their revenue through our service was about \$50,000.

**(Thomas)** I think it is worth pointing out to the public they still have the option to come in without paying a subscription fee to DoxPop and actually come in and still gain access to the same records they would have access to. This is a fee based service that subscribers pay for, but it is not their only means of access. The public still has the same access to records as they always have except now they have another option, which they would pay a premium price for. It doesn't mean it is adsorbent but they would pay the premium for that benefit. I think it would be useful for the public to understand what happens with confidential information.

**(Fankhauser)** Two points there to address briefly. One is yes, you are absolutely right. All of the current access to information doesn't go away. In fact, what we hope is that because we are taking a little bit of the burden off the folks in the office that will allow them to focus on the walk in folks who need help finding a document. Also related to that, not all of our services require a subscription fee. We have what we call the *Joe public* subscription level that allows you to sign up with our service with no cost and do up to six searches per month at no cost at all. We do still charge a copy fee because we have an out of pocket expense there, we owe you the money for that. The intent there is we would like to make money off professionals, but the average citizen there is no need to. You'll still be able to get at those documents as well as you ever could and we hope with more ease.

**(Stoffers)** The average citizen is not your typical customer I take it.

**(Fankhauser)** Right. We actually have more of those free accounts than we have paying accounts, but they are pretty low maintenance and we don't mind doing it. In regard to confidential information that is spelled out in the contract. Roughly what it says is both we and the County have a mutual obligation to one another that if either of us becomes aware of confidential information being in the records that we're making available that we have to notify one another about it and take corrective action. I have forgotten the exact timing but it is fairly quickly, within a week to remedy that situation. It is just a mutual agreement and a mutual responsibility to take care of that. It is useful to know in advance that all electronically available documents have to be scanned for social security numbers and redacted automatically, and that occurred years ago and so your

documents are in good shape. There is one type of document that we won't make available and that is military discharges. In that situation, we'll make the index information available. If you are an employer, you can verify someone's military service but you can't actually view an image of the document. All the other documents are available in their redacted form.

**(Thomas)** I did some research on your company and a number of the counties that are using your services. It seems mostly for court services, but it seems like the same kind of situation. Folks seem happy with it in other counties. Sounds like a good idea.

**(Kiesling)** What fund does this money go in?

**(Ellington)** It reverts back to our perpetuation fund for preserving documents. As far as information on security, like most internet companies that provide services online, they have a tremendous amount of time and money put in to securing information. If anything ever comes up with this site their system will allow us, we'll have to probably get a court order if something happens to somebody, but it goes back and shows you every subscriber, every document they looked at, so if you have a problem with a specific property or individual it will automatically show who looked at it. There is also a service that will be provided which citizens can sign up for, but it is going to be a month or two out after we get the system going, that will be sort of like of a document type protection. It is individual type of package that you can go online and sign up for and if somebody happens to look at any document with your name on it you will receive an e-mail notifying you that a document with your name on it was looked at. It keeps you more informed on the informational type market that is out there. That is a free service and it will come online after this.

**After a call for public comment, motion passed by unanimous voice vote.**

- C. Contract Agreement with Apex Benefits Group Effective August 1, 2014 through July 1, 2016. Apex will Perform Employee Benefit and/or HR Consulting Services**  
**Fund Name: Payroll Withholding Insurance                      Fund Number: 5200**  
**Amount: \$8.00 per month per employee**

**Kiesling moved to approve the contract. Thomas seconded.**

**(Jeff Cockerill, County Legal)** This agreement would put a new person in place for helping us review our health plans and our other employee benefit plans such as dental, vision, short-term and long-term disability. Switching groups comes with the recommendation of the people in the County who work most with our current vendor. It would also necessitate an end of a relationship with our current vendor.

**After a call for public comment, motion passed 2-1 (Stoffers).**

**D. Monroe County Access to Recreation Endowment Advisory (MC AREA) Committee**

**Kiesling moved to confirm the membership. Thomas seconded.**

**(Thomas)** I would like to point out two of the members would be new and the rest would be reappointments. The two new members, Renee Chambers and Brian O'Neill.

**(Kelli Witmer, Monroe County Parks & Recreation)** Does anyone have a question?

**(Stoffers)** I have no questions, but we should read all the names into the record with their expirations. They are:

- Evelyn Harrell for a term expiring January 2018
- Brian O'Neill for a term expiring January 2018
- Renee Chambers for a term expiring January 2017
- Margie Rice for a term expiring January 2017
- Joyce Poling for a term expiring January 2016
- Killi Witmer for a term expiring January 2016
- Lexi Orfanos for a term expiring January 2015

**After a call for public comment, motion passed by unanimous voice vote.**

**Motion passed by unanimous voice vote.**

**E. Approval of Change Order with MKSK Consultants Regarding Monroe County Urbanizing Area Project Contract**

**Kiesling moved to approve the contract. Thomas seconded.**

**(Dave Schilling, County Legal)** I'm standing in for Larry Wilson of the Planning Department. This is the fourth amendment to the MKSK contract to date. The contract was formed in 2013 to prepare a Monroe County urbanizing study plan. This amendment will alter the boundaries of that plan somewhat. On the southwest and north sides it will add areas, and on the east side where development is unlikely it will remove areas. To accomplish this they are going to have to re-enter some of the data for those new areas, change maps and do some land use analysis. They are going to conduct a couple of additional meetings and they believe the changes will take about four weeks to implement, but the implementation of the changes will not extend the contract completion date of the end of the year. The cost of these changes are about \$14,000 and there is plenty of money in place to cover them.

**(Thomas)** I'm a member of the client group that works with MKSK and we reviewed this change and supported it at our meeting.

**After a call for public comment, motion passed by unanimous voice vote.**

**IX. ANNOUNCEMENTS**

The Sophia Travis Community Service Grants which people can apply to, there is about \$110,000 available and there is a subcommittee that will consider this. The deadline for application is Monday, July 28 at 5:00 p.m. Please call the County Council Office at 349-7312 for additional information.

The Monroe County Fair officially starts Friday, July 26, 2014 and runs through August 2, 2014. They have a wonderful website that provides events, admission fees, directions, and a map to the fair. The website is <http://www.monroecountyfairgrounds.net/>

Our very own Bill Williams was named INDOT's Employee in Responsible Charge of the April-June quarter by our friends at INDOT. It's a very nice recognition. Bill certainly earned it. Congratulations.

The Farmers Market is Saturday on the south side of the Showers parking lot.

The next Commissioners meeting is August 8, 2014 in the Nat U Hill room.

**X. RECESS**

(Kiesling) Moved to recess the meeting.

(Stoffers) The meeting is recessed.

**XI. ADJOURNMENT**

This meeting was adjourned at 10:22 a.m.



**Monroe County Commissioners**

Ayes:

Nays:

\_\_\_\_\_  
Patrick Stoffers, President

\_\_\_\_\_  
Patrick Stoffers, President

\_\_\_\_\_  
Iris Kiesling, Vice President

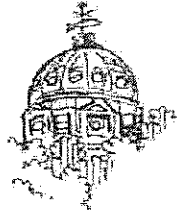
\_\_\_\_\_  
Iris Kiesling, Vice President

\_\_\_\_\_  
Julie Thomas, Member

\_\_\_\_\_  
Julie Thomas, Member

Attest:

\_\_\_\_\_  
Steve Saulter, Monroe County Auditor



**MONROE COUNTY BOARD OF COMMISSIONERS**  
**REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS**

**TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA:**

**ORDINANCE NO. 2014-24**

---

Amendments to the Text of Chapter 801 – Definitions; Amendment to Chapter 802- Zones and Permitted Uses to add **Truck Stop/Travel Plaza** as a conditional use in the HI (**Heavy Industry**) zone, and the Amendment to Chapter 813- Conditional Uses to add **Truck Stop/Travel Plaza** to the conditional uses list and establish requirements for approval.

---

**EXECUTIVE SUMMARY**

The Monroe County Plan Commission is requesting to amend Chapter 801 of the Monroe County Zoning Ordinance to define the term **Truck Stop/Travel Plaza**. Also the Monroe County Plan Commission seeks to amend Chapter 802 Monroe County Zoning Ordinance to add the use **Truck Stop/Travel Plaza** to the use table as a conditional use in the HI (Heavy Industry) zone. Further, Chapter 813, Conditional Uses is amended to add **Truck Stop/Travel Plaza** to the conditional uses list and establish requirements for approval.

The Plan Commission heard the petition (1308-ZOA-04) at its April 15, 2014 hearing and gave a positive recommendation with a vote of 7-0.

**DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: July 11, 2014**

**CONTACT PERSON:**

Larry J. Wilson, AICP,  
Director, Monroe County Planning Department  
Monroe County Government Center  
501 N. Morton St., Suite 224  
Bloomington, IN 47404  
(812) 349-2561  
[lwilson@co.monroe.in.us](mailto:lwilson@co.monroe.in.us)

**PRESENTER AT COMMISSIONER'S MEETING: Jason Eakin, Assistant Director**

OFFICE/DEPARTMENT: Planning

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes ☒ No ☐

**INFORMATION PERTAINING TO A GRANT**

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal)

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

**Federal or State?**

### Local Match

**Total?** \_\_\_\_\_

**SIGNED:**

DATE:

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

## ORDINANCE NUMBER 2014-24

The purpose of this ordinance is to amend the Monroe County Zoning Ordinance by the addition of regulations concerning Truck Stop/Travel Plaza uses.

WHEREAS, Indiana Code 36-7-4-601 authorizes the Board of Commissioners of the County of Monroe, Indiana (Board of Commissioners), to adopt planning and zoning ordinances and amendments thereto, including maps, for the following purposes: securing adequate light, air, convenience of access, and safety from fire, flood, and other danger; lessening or avoiding congestion in public ways; promoting the public health, safety, comfort, morals, convenience, and general welfare; and otherwise accomplishing the purposes of Indiana Code Chapter 36-7-4;

WHEREAS, the Board of Commissioners adopted a comprehensive replacement Monroe County Zoning Ordinance on December 20, 1996 through the passage of Ordinance 96-36 and have subsequently amended that zoning ordinance ("Zoning Ordinance");

WHEREAS, Indiana Code 36-7-4-602 authorizes local plan commissions to prepare, conduct public hearings on, approve and certify planning and zoning ordinances, and amendments thereto, for consideration by the local board of commissioners;

WHEREAS, the Monroe County Plan Commission (Plan Commission) prepared amendments (*Truck Stop/Travel Plaza*) amendments) to Chapters 801, 802, 833, 835, of the Zoning Ordinance, which it deemed necessary and advisable to promote the public health, safety, and welfare within the County Jurisdictional Area;

WHEREAS, the Plan Commission advertised for and conducted a public hearing on the proposed *Truck Stop/Travel Plaza* amendments;

WHEREAS, following the public hearing, the Plan Commission voted to forward the *Truck Stop/Travel Plaza* amendments to the Board of Commissioners with a favorable recommendation;

WHEREAS, the Plan Commission certified the proposed *Truck Stop/Travel Plaza* amendments and its recommendation thereon to the Board of Commissioners for consideration pursuant to Indiana Code Sections 36-7-4-602 through 605;

WHEREAS, in accordance with Indiana 5-14-1.5-5, the Board of Commissioners provided public notice of its intention to consider the proposed *Truck Stop/Travel Plaza* amendments in ordinance form during its April 15<sup>th</sup>, 2014 meeting, and accepted public comment on the proposed *Truck Stop/Travel Plaza* amendments during its April 15<sup>th</sup>, 2014 meeting;

WHEREAS, based on public comment received by the Plan Commission and the Board

of Commissioners, the Board of Commissioners finds that the proposed *Truck Stop/Travel Plaza* amendments, if adopted, would reasonably and efficiently advance the statutorily recognized zoning ordinance purposes, which include, among other purposes, the promotion of the health, safety, morals, convenience, order, and general welfare of the citizens of Monroe County, Indiana, would provide reasonable opportunities for the establishment of *Truck Stop/Travel Plaza* within the County Jurisdictional Area; would minimize the adverse secondary effects of *Truck Stop/Travel Plaza* on surrounding uses and areas, and that the proposed amendments should be adopted;

WHEREAS, the Board of Commissioners finds and confirms that in the preparation and/or consideration of the proposed *Truck Stop/Travel Plaza* amendments, both the Board of Commissioners and the Plan Commission gave reasonable regard to: the Comprehensive Land Use Plan of Monroe County, Indiana; current conditions and the character of current structures and uses in each district; the most desirable use for which the land in each district is adapted; the conservation of property values throughout the jurisdiction; and responsible development and growth;

NOW, THEREFORE, be it resolved by the Board of Commissioners as follows:

**Section 1.** Monroe County Zoning Ordinance Chapter 801-2 shall be, and hereby is, amended by the addition of a definition of *Truck Stop/Travel Plaza*. The amendment shall read as follows:

#### **801-2 Definitions**

##### ***Truck Stop/Travel Plaza***

*A development oriented to the service of trucks, including the sale of fuel to truck drivers, and provision for support facilities for truck drivers. They may also be utilized by non-truck traffic and the interstate traveler. Business activities which are customarily accessory and clearly incidental and subordinate to the truck stop or travel plaza, may include but not be limited to: scales, truck wash, tire repair and sales, barber shop, restaurant with or without alcohol service, shower facility, convenience store, truckers lounge (for services such as television/exercise/internet access etc.), motel/hotel, laundry, chain rental, vehicle fuel and consumer propane bottle dispensing. The facility may allow for the temporary, daily, or overnight parking (excluding for the loading and unloading of cargo) of commercial motor vehicles which are en-route to or from a destination along an interstate freeway system, for free or for a fee that may be independent of any other use on the premises. The term "truck" shall mean a commercial vehicle driven by a 'truck driver' who is required to have a Class "A" CDL (Commercial Driver's License) license or equivalent.*

**Section 2.** Monroe County Zoning Ordinance Chapter 802 shall be, and hereby is, amended by the addition of *Truck Stop/Travel Plaza* as a conditional use in the **Heavy Industrial (HI) District**:

<b>Automotive and Transportation</b>	<b>i</b>	<b>LB</b>	<b>GB</b>	<b>LI</b>	<b>HI</b>	<b>Condition</b>
Accessory Use		P	P	P	P	13
Automotive Paint Shop	L			P	P	
Automotive Rentals	M		P			21
Automotive/Boat Repair Shop	H		P	P	P	6
Automotive Sales	H		P			31
Automotive Supply	M		P			7;21
Automotive Tire Repair	M		P	P	P	7;21
Bus Terminal	H		P			21
Car Wash	L		P			21
Cold Storage Plant	L			P	P	
Gasoline Services Station	H		P	P		7
Grain Elevator	L				P	
Motorcycle Sales	L		P			6;21
Taxicab Stand	M		P			
Transfer or Storage Terminal	H			P	P	7
Trucking Terminal	H				P	31
<i>Truck Stop/Travel Plaza</i>	<b>H</b>				<b>C</b>	
Wrecker Service	M		P	P	P	7

*Chapter 802 at page 30.*

**Section 3.** Monroe County Zoning Ordinance Chapter 813-10 shall be, and hereby is, amended by the addition of the following conditional use:

**(9) Truck Stop/Travel Plaza**

**A. Applicability**

The standards of this section apply to all truck stops and travel plazas.

**B. Minimum Parcel Area and Road Frontage**

The minimum parcel area for establishment of a new truck stop or travel plaza is ten acres with at least two hundred (200) feet of direct road frontage on a major collector. Dedicated left-turn and/or right-turn lanes must either exist or be constructed by the Developer. All access drives shall be oriented toward the major collector.

**C. Location**

1. The parcel on which the truck stop/travel plaza is located must be within 2,000 feet of the centerline of the nearest interstate highway exit/entry ramp.
2. The major collector serving the truck stop/travel plaza shall handle any expected traffic and load increase with no more than minor traffic disruptions to adjoining or nearby (within one (1) mile) properties and no significant additional wear and tear on the roadway.

3. No more than one truck stop shall have primary access from any interstate highway interchange.
4. The minimum distance between truck stops shall be 7,000 feet measured from property line to property line.

#### **D. Parking and Fueling Stations**

Fueling areas for automobiles and fueling areas for trucks must be separated. Pump island canopies may not exceed 22 feet in height.

#### **E. Indoor Operation**

All vehicle service and/or repair activities must be conducted within a completely enclosed building. Parts, equipment, lubricants, fuels, tires or other materials must be screened from abutting streets and property. All activities and operations shall be conducted entirely within an enclosed structure, except as follows:

1. The dispensing of petroleum products, water and air from pump islands.
2. The provision of emergency service of a minor nature.

In addition, no vehicle shall be parked on the premises for the purposes of offering the vehicle for sale and no used or discarded automotive parts or equipment or disabled, junked, or wrecked vehicles shall be located in any open area.

#### **F. Noise**

If the parcel on which the truck stop/travel plaza is located is within 1,320 feet of an R zoning district, the applicant must provide a noise impact study prepared by a qualified acoustical consultant and must propose necessary mitigation measures to ensure that noise levels at the boundary of the nearest R zoning districts will not exceed 60 dB (A) between the hours of 10 p.m. and 7 a.m. The applicant must also propose idling time restrictions and means of ensuring compliance with such restrictions. The purpose of such restrictions is to reduce noise and air quality-related impacts. Noise from bells or loudspeakers shall not be audible beyond the property line at any time.

#### **G. Overnight Parking**

Overnight parking is not allowed unless Electrified parking spaces (EPS), also known as truck stop electrification, is installed for each overnight space to allow truck drivers to provide power to necessary systems, such as heating, air conditioning, or appliances, without idling the engine.

#### **H. Fuel Spill Containment/Hazardous Substances**

A plan must be submitted showing how the truck stop/travel plaza is designed to prevent any spill from the facility or from vehicles utilizing the facility from contaminating soil or migrating off-site.

The facility shall fully comply with all Federal and State regulations regarding the reporting and containment of spills and releases of petroleum and hazardous substances. The following spills must be reported to the Planning Department within 12 hours of occurrence:

- Greater than 100 lbs. or the CERCLA Reportable Quantity (RQ) of a hazardous material;
- Petroleum spills of greater than 55-gallons; or
- Spills of “objectionable substances” – defined as, substances of a quantity and type that are present in sufficient duration and location to damage the waters of the state.

#### **I. Karst**

Development of a truck stop or travel plaza in areas that encompass or affect sinkholes or other karst features (i.e., in “sinkhole areas”) is prohibited unless it is demonstrated that the development would have no significant detrimental impact on storm water management or ground water quality.

#### **J. Parking**

All parking areas must be paved and fully comply with current Monroe County landscaping and stormwater management requirements. A parking lot separated from the truck fueling/parking area must be provided for employees and passenger vehicles utilizing the facility.

#### **K. Landscaping**

- A. At least 25% of the lot area shall be devoted to green area.
- B. All screening shall include a fence and a dense planting of trees and shrubs, for the full length of the lot line.

#### **L. Signs and Lighting Standards**

Any signs or lighting permitted in conjunction with the use shall be appropriate to the location and in harmony with the general character of the properties in the area. All on-site lighting at a truck stop or travel plaza shall be sized and directed to provide for minimal light spillage onto adjacent properties.

Lighting standards shall be as follows:



1. All outdoor lighting shall be fully shielded. Fully shielded requires a lighting fixture to be constructed so that all the light emitted by the fixture is projected below the horizontal plane of the lowest plane of the lowest point of the fixture.
2. Lighting fixtures used to illuminate a sign shall be mounted on the top of the sign structure, lighting the sign downward.
3. Low-pressure Sodium (LPS) lamps or other dark sky friendly lighting alternatives are required throughout the site.
4. Search lights, laser source lights, or any similar high-intensity light shall not be permitted.

#### **M. Adult Oriented Business**

No Adult Oriented Business activities as defined by the Monroe County Zoning Ordinance.

#### **N. Security**

The truck stop/travel plaza must be designed with adequate lighting, fencing, security cameras, access control, signs, etc. to mitigate the potential for crime.

#### **O. Additional Requirements**

All performance standards of the Monroe County Zoning Ordinance must be met. The Board of Appeals may require design changes or additional landscaping, screening, and berms as necessary to minimize the visual and noise impact of the truck stop or travel plaza on adjacent properties.

**Section 4.** The terms and provisions of this ordinance are separable. If any part or provision of this ordinance or the application thereof to any persons or circumstances is adjudged invalid by a court of competent jurisdiction on procedural grounds, or on any other grounds, such judgment shall be confined in its operation to the part, provision, procedure or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this ordinance or the applications thereof to other persons or circumstances. The Board of Commissioners hereby declares that it would have enacted the remainder of this ordinance even without any such part, provision, procedure or application.

SO APPROVED AND ADOPTED by the Board of Commissioners of the County of Monroe, Indiana, this \_\_\_\_ day of \_\_\_\_\_, 2014.

**BOARD OF COMMISSIONERS**

AYES

NAYS

\_\_\_\_\_  
IRIS KIESLING

\_\_\_\_\_  
IRIS KIESLING

\_\_\_\_\_  
PATRICK STOFFERS

\_\_\_\_\_  
PATRICK STOFFERS

\_\_\_\_\_  
JULIE THOMAS

\_\_\_\_\_  
JULIE THOMAS

ATTEST: STEVE SAULTER, Auditor \_\_\_\_\_

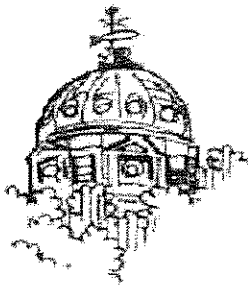
CERTIFICATION

I, Larry Wilson, hereby certify that during its meeting on April 15, 2014 the Monroe County Plan Commission considered petition #**1308-ZOA-04** for an amendment (Ordinance #2014-\_\_) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, with a vote of 7-0.

This proposed amendment is being forwarded for your consideration pursuant to I.C. 36-7-4-605(a).

\_\_\_\_\_  
Larry Wilson, AICP  
Planning Director

\_\_\_\_\_  
Date



**MONROE COUNTY BOARD OF COMMISSIONERS**  
**REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS**

*The Commissioners will not accept this item for their Board of Commissioners*

*Meeting if this form is not completely filled out.*

**Title of item to appear on the agenda:**  
*Include VENDOR's Name in title*

Contract Between YSB Monroe County and Admin. Solutions for the purposes of acquiring residential/clinical database services named "Childtrax"

**Fund Name:** Professional Services- 15

**Fund Number:** 9111-002-30.0001

**Amount:** \$10,542

**Executive Summary:**

YSB has been researching and reviewing possible databases to improve our efficiency in our shelter/clinical work within Binkley House Emergency Youth Shelter & Home-based Clinical Services since 2011/2012. Data duplication will potentially be reduced. YSB is replacing antiquated methods of gathering data (word, excel and paper formats) by acquiring a databases that fit the department's needs and supports improved functioning. (This will be funded via 1503 Grant for 2 yrs)

**Date item will appear on the Commissioners' Agenda:** 8/8/2014

**Contact Person:** Kim Meyer

**Phone Number:** 812-349-2506

**Presenter at Commissioner Meeting (if not contact person):** (same as contact person)

**Office/Department:** Youth Services Bureau of Monroe County

**County Legal Review required prior to submission of this form:**

**Attorney Name who reviewed:** Kevin Dogan

Is this a grant request? Yes ☐ No ☒

New or current Grant? New ☐ Current ☐

Grant application uploaded into the Grant Navigator (required) Yes ☐

**TOTAL Amount of grant money to be awarded:**

**Federal:**

**State:**

**Local Match:**

**Signed:** Kimberly L. Meyer

**Date:** 8/5/14

E-mail agenda request and all necessary documents to the Auditor's office (Connie Axsom) and to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

## PLACEMENT MANAGEMENT SYSTEM AGREEMENT

Agreement made the 7<sup>th</sup> day of July, 2014, between Admin Solutions, Inc. ("Vendor") and Board of Commissioners of Monroe County ("Board"). The Vendor and Board mutually agree as follows:

1. **Project.** The undersigned Vendor, does hereby agree to provide services as set forth in the Contract Agreement for the use of its ChildTrax Placement Management System by the Monroe County Youth Shelter ("Vendor's contract document"), prepared by Vendor, which shall be incorporated into this Agreement.
2. **Cost.** Upon submission of invoices for the services provided pursuant to the terms specified in Vendor's contract document, and approval of the claims by the Board, Vendor shall be paid as specified in the Vendor's contract document.
3. **Worker's Compensation.** Vendor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
4. **Liability Insurance.** Vendor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
5. **Indemnity.** Vendor is required to perform work at industry standards. Vendor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project for costs or suits arising out of the fault of the Vendor or its subcontractors.
6. **Non-discrimination.** In the performance of work under this contract, it is agreed that Vendor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

**Compliance with Law.** Vendor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Vendor's noncompliance, including IC 22-5-1.7-3. Specifically including the following:

- a. Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
  - b. Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
  - c. Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
7. **Independent Contractor.** It is understood and agreed that Vendor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Vendor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
8. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
9. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, Vendor and Board have executed this Agreement as dated below in two counterparts, each of which shall be deemed an original.

Admin Solutions, Inc.  
"Vendor"

Board of Commissioners of Monroe County  
"Board"

by  \_\_\_\_\_

Date \_\_\_\_\_ ATTEST: \_\_\_\_\_, 2014

\_\_\_\_\_  
Steve Saulter, Auditor

## CONTRACT AGREEMENT

This contract is written to ensure Youth Services Bureau of Monroe County and Admin Solutions, Inc. agree to all aspects of business for the purpose of utilizing the ChildTrax Placement Management System.

This contract, made and entered into this \_\_\_\_ day of \_\_\_\_, 2014 by and between Youth Services Bureau of Monroe County, located at 615 S. Adams St. Bloomington, Indiana 47403 and Admin Solutions, Inc. (doing business as and hereafter referred to as ASIware), 127 Quick Road, New Carlisle, Ohio, 45344, provides for the following covenants and conditions:

The terms of this contract are on a month to month basis. This contract is for the use of the ChildTrax Placement Management System only; no rights have been given nor implied for the user application (ASP.Net Application).

Termination of services requires a 30 day written notice sent to ASIware at the address listed above. After invoicing for all services performed has been sent and payment received, ASIware will provide Youth Services Bureau of Monroe County with a full backup of the SQL data collected on the system during the period of use to termination date.

Youth Services Bureau of Monroe County agrees to pay ASIware \$300.00 per month for up to 25 clients served per month. For each additional client over 25 served per month, Youth Services Bureau of Monroe County agrees to pay \$12.00 per client. ASIware's services will commence on the agreed upon launch date and continue through July 31, 2015. Prior to July 31, 2015, ASIware and Youth Services Bureau of Monroe County will review said rates and negotiate any changes, which will be documented on an addendum to this document. The monthly fee includes one (1) hour of technical support and configuration changes each month.

Should the Youth Services Bureau of Monroe County decide to utilize the document retention functionality, an additional line item will be added to the monthly invoice according to the following schedule:

Storage (up to)	Monthly Rate
10 GB	\$39.45
20 GB	\$74.34
30 GB	\$108.47
40 GB	\$141.84
50 GB	\$174.46
60 GB	\$207.07
70 GB	\$239.68

Agreed upon Document Retention Utilization: Storage Size 10 Gb Monthly Rate \$39.45. In the event storage/additional storage is needed at a later date, an addendum will be created with the size and corresponding fees.

#### STARTUP COSTS:

The Youth Services Bureau of Monroe County agrees to pay the startup fee of \$2,800.00, which may be paid over the first three (3) months of the contract. This fee includes configuration prior to the Pre-Launch, Administrator training, and onsite training.

ASIware will provide three (3) days of initial onsite training for Youth Services Bureau of Monroe County staff, with no additional charges. Youth Services Bureau of Monroe County staff is responsible for the cost of additional training and expenses thereafter.

#### TRAINING:

Additional on-site training visits may be scheduled at the cost of \$500.00 for the first day of training and \$300.00 for each additional day. In addition, the cost of the training expenses, i.e., airfare, hotel accommodations, and meals will be added to the total training invoice. Online trainings may be scheduled at a rate of \$50.00 per hour.

#### CUSTOMIZATION:

Customized reports and/or further development is available. Each customized report or development will be quoted on an individual basis. The agreed upon estimated cost and projected availability will be documented on an addendum agreement. Changes will be quoted and documented in the same fashion as a new request.

#### POST LAUNCH SUPPORT AND CONFIGURATION:

Unlimited support is given to Youth Services Bureau of Monroe County for first six (6) months after the Launch Date. This support is to be conducted during ASIware's normal business hours. Configuration changes after the Launch date may be billable depending on the size and nature of the request. If a change is determined to be billable, Youth Services Bureau of Monroe County will be provided a quote of all changes and estimated time table of completion.

#### CONSULTATION:

Should Youth Services Bureau of Monroe County request Consultation Services from ASIware staff, the services shall be invoiced at \$80.00/hour billed in 15 minute increments. Consultation Services include, but are not limited to, assistance with business processes, advice on configuration, data interpretation/analysis, and assistance with quality assurance processes. Consent for invoicing will be received prior to providing consultation services.

#### TECHNICAL SUPPORT:

ASIware will provide general technical support to Youth Services Bureau of Monroe County for the Application. This includes resolving data entry errors, general user interface questions and guidance, system errors, general consultation in regards to configuration and connection to the Application.

1. It is not the intent of technical support to correct errors that are due to failure to follow proper procedures. Repeated data entry errors in the Application by Youth Services Bureau of Monroe County may result in ASIware completing additional, online training with Youth Services Bureau of Monroe County's staff at a rate of \$50.00 an hour, billed in 15 minute increments.
2. Time spent on support outside of the allotted time specified in the pricing structure will be billed at \$50.00 an hour, billed in 15 minute increments.
3. Should actions by Youth Services Bureau of Monroe County require a restore of past data to the Application, the work required to restore the Client's data will be billed at \$80.00 an hour, billed in 15 minute increments.
4. Work to resolve an Application outage will not be billed to Youth Services Bureau of Monroe County monthly support allotment or as billable hours and is not considered technical support provided to Youth Services Bureau of Monroe County.

#### AFTER HOURS TECHNICAL SUPPORT:

ASIware staff are on call Monday through Friday, 6:00 PM to 11:00 PM EST, excluding ASIware defined holidays, for after hours or emergency support not related to an Application outage. If Youth Services Bureau of Monroe County defined Administrator requests after hours technical support using ASIware's help desk system, any work that is completed by ASIware staff will be billed at \$150.00 an hour, in 15 minute increments.

#### ADMINISTRATORS:

In order to provide efficient support to Youth Services Bureau of Monroe County, ASIware requires that Youth Services Bureau of Monroe County designate system administrators to serve as the main point of contact for any technical support, system configurations, downtime notices and other pertinent communication.

The individuals identified as administrators will:

1. have access to ASIware's help desk system from within the Application
2. serve as Youth Services Bureau of Monroe County's internal technical support resource for the Application
3. approve any billable work to be completed for Youth Services Bureau of Monroe County
4. determine the priority for Youth Services Bureau of Monroe County requests and help to determine schedule of completion

#### Administrators:

Name/Title \_\_\_\_\_

Name/Title \_\_\_\_\_

Name/Title \_\_\_\_\_

*It is the responsibility of Youth Services Bureau of Monroe County to notify ASIware of any changes to the Administrator list in writing.*



ASIware agrees to ensure the system has reasonable uptime and is in good operating condition through the life of this contract. Downtime due to system maintenance and upgrades will be performed after 10:00pm EST with service available by 6:00am EST. Youth Services Bureau of Monroe County is responsible for providing their staff with computers that have access to the Internet with a minimum of 128 kbps (upstream and downstream) connection. The application requires the use of a five (5) digit security code for use in environments that do not utilize a static IP address. Each user is to be assigned their own user name and password which are not to be shared.

**LOCATION OF YOUTH SERVICES BUREAU OF MONROE COUNTY DATA:**

ASIware does not subcontract any services to companies or individuals outside of the United States.

ASIware's production and test servers are hosted at Data Yard in Dayton, OH and ASIware's offices in New Carlisle, OH. Both datacenters employ access control and video surveillance systems to safeguard your data. Access to your data is restricted to essential personnel only.

ASIware does utilize an offsite backup solution by EMC. All offsite backups are stored on servers owned and operated by EMC. All of their data centers are either SAS 70 or ISO 27001 certified and, where applicable, adhere to European Union Safe Harbor Privacy Principles. Files are encrypted by the production servers with military grade encryption and then transferred to offsite servers using a 128-bit SSL connection after being authenticated with a username and password.

If Youth Services Bureau of Monroe County wishes to maintain a copy of the backups at Youth Services Bureau of Monroe County's location, ASIware will give Youth Services Bureau of Monroe County read only access to Youth Services Bureau of Monroe County's backup files. It is Youth Services Bureau of Monroe County's responsibility to setup a process to download the backup data. If Youth Services Bureau of Monroe County does not want the data backed up using ASIware's offsite backup solution, ASIware must be notified in writing and ASIware will exclude Youth Services Bureau of Monroe County's data from the offsite backup procedures.

**PAYMENT:**

ASIware will invoice Youth Services Bureau of Monroe County on the 15th of each month for the services rendered in the previous month. Payment is due net 30 days from invoice date.

Invoices that age past 30 days will have a one percent (1%) finance charge applied monthly to Youth Services Bureau of Monroe County's account until the account is paid in full. System access will be disabled for accounts that remain past due after 90 days of the invoice unless payment arrangements have been agreed to, in writing, by Youth Services Bureau of Monroe County and ASIware.

Payment should be mailed to:

Admin Solutions, Inc.

Attn: Accounts Receivable

127 Quick Rd.

New Carlisle, OH 45344

If you wish to pay via electronic methods, please call 937-845-1076.

#### ACCEPTABLE USE OF THE SOFTWARE:

Youth Services Bureau of Monroe County shall not knowingly cause or permit (a) material disruptions of or interference with Software systems, users, or services or (b) use of the Software for fraudulent or illegal purposes.

#### LIMITED WARRANTY; EXCLUSIONS AND DISCLAIMERS/ANNUAL SERVICE LEVEL AGREEMENT:

ASIware is committed to ensuring the maximum availability for all Software services. ASIware agrees to provide Youth Services Bureau of Monroe County with an annual service level guarantee, hereafter referred to as the "Service Level Agreement", of 99.9% system uptime for the Software. This Service Level Agreement excludes forty-eight (48) hours annually that may be required for scheduled maintenance, any planned maintenance or service interruption approved by Youth Services Bureau of Monroe County, and any instances where a shutdown and/or restart of the Software or related services are initiated by Youth Services Bureau of Monroe County. In the event of an unplanned service interruption impacting the availability of the Software or any related services, ASIware alone will determine the root cause of the service interruption. ASIware will utilize internal monitoring systems to determine the actual duration of the service interruption. If requested by Youth Services Bureau of Monroe County, ASIware will reimburse one percent (1%) of the recurring monthly cost for the Software per minute of excessive system downtime; not to exceed the total of one (1) month of the recurring cost of the Server.

Any failure by ASIware to provide or maintain the terms defined in this Service Level Agreement shall be excused by force majeure events such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes, acts of war, civil disturbances, acts of civil or military authorities or public enemy, governmental orders, civil commotion, criminal actions taken against ASIware, acts of God and other circumstances beyond the reasonable control of ASIware.

#### INTEGRATION:

This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement. This instrument contains the entire agreement between the parties and supersedes any previous agreement, written or oral. No amendment to this instrument shall be valid unless it is in writing and signed by the parties.

**LIMITATION OF LIABILITY:**

ASIware shall not be liable to Youth Services Bureau of Monroe County for any damage arising out of any event that is out of the control of ASIware. ASIware shall not be liable to Youth Services Bureau of Monroe County for any indirect, special, incidental, exemplary, consequential or other form of money damages, including but not limited to lost profits or damages for the loss of data or information, delay, non-delivery or un-delivery or service interruption of any kind, arising out of or in connection with the use or provision of the software, unless the loss is due to ASIware's negligence. In no event shall ASIware be liable to Youth Services Bureau of Monroe County for any amount in excess of a refund of amounts actually paid by Youth Services Bureau of Monroe County to ASIware as specified in the service level agreement section of this agreement.

**INDEMNIFICATION:**

Youth Services Bureau of Monroe County agrees to hold harmless and indemnify, to the fullest extent then contemplated by the governing and applicable law, ASIware for any administrative, legal or quasi-judicial action, threatened or realized ("action"), which requires ASIware's response and/or defense, in any manner, to any action reasonably related to Youth Services Bureau of Monroe County's receipt of any electronically stored information concerning one or more Youth Services Bureau of Monroe County's accounts as provided by ASIware pursuant to Youth Services Bureau of Monroe County's request of demand.

The details of this contract are subject to change by ASIware with a 30 day written notice.

\_\_\_\_\_  
Youth Services Bureau of Monroe County

\_\_\_\_\_  
Representative

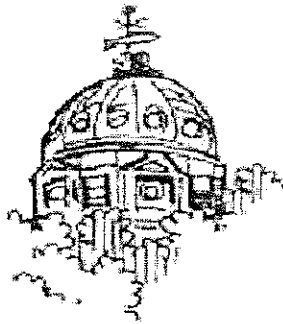
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
ASIware Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**MONROE COUNTY BOARD OF COMMISSIONERS**  
**REQUESTED AGENDA INFORMATION FOR THE COMMISSIONERS MEETINGS**

Title of item to appear on the agenda: Ordinance 2014-26 - Amendments to the Noise Control provisions of MCC 380

Fund Name: n/a Fund Number: n/a  
Amount: n/a

***The Commissioners will not accept this item for their Board of Commissioners Meeting if this form is not completely filled out.***

**Executive Summary:** This ordinance amends the Noise Control provisions of MCC 380 by expressly exempting State and federal government agencies and activities from the scope of the Chapter, by exempting certain warning devices when properly used, and by establishing criteria for granting waivers for certain activities.

Date item will appear on the Commissioners' Agenda: 8/8/14

Contact Person: David B. Schilling Phone Number: 812-349-2525

Presenter at Commissioner Meeting (if not contact person): David B. Schilling  
Office/Department: Legal

***County Legal Review required prior to submission of this form:***

Attorney Name who reviewed: all Legal

Is this a grant request? Yes ☐ No ☒

New or current Grant? New ☐ Current ☒


Grant application uploaded into the Grant Navigator (required) Yes ☐

TOTAL Amount of grant money to be awarded: n/a

Federal: n/a

State: n/a

Local Match: n/a

Signed: 

Date: 8/6/14

Email agenda request and all necessary documents to the Auditor's office (Connie Axsom) and to the Commissioner's office (~~Jessica McClellan~~)

## ORDINANCE 2014-26

An ordinance to amend the noise control provisions of Monroe County Code Chapter 380 by expressly exempting State and federal government agencies and activities from the scope of the Chapter, by exempting certain warning devices when properly used, and by establishing criteria for granting waivers for certain activities.

WHEREAS, the Board of Commissioners of the County of Monroe, Indiana ("Commissioners") is the executive of Monroe County, Indiana ("the County"), and is empowered to adopt, codify, and enforce ordinances (IC 36-1-4-11 and IC 36-2-2-2);

WHEREAS, the Commissioners are authorized to regulate conduct, or use or possession of property, that might endanger the public health, safety, or welfare (IC 36-8-2-4);

WHEREAS, the Commissioners may regulate the generation of sound (IC 36-8-2-8) ;

WHEREAS, the Commissioners may regulate public gatherings, such as shows, demonstrations, fairs, conventions, sporting events, and exhibitions (IC 36-8-2-9);

WHEREAS, the Commissioners are authorized to declare any practice deemed injurious to the public a nuisance (Bepley v. State, 4 Ind. 264 (1853);

WHEREAS, the State and federal governments were established to serve and protect the health, safety, and welfare of their citizens, and to respond to the reasonable concerns of their citizens;

WHEREAS, with respect to noise produced by certain warning devices, the Commissioners believe that uniformity with the policy set forth in the City of Bloomington's noise regulations would promote the public interest;

WHEREAS, certain amendments ("Amendments") to the noise control provisions of Monroe County Code Chapter 380 have been proposed; and,

WHEREAS, the Commissioners find that the adoption of the Amendments, would promote the public health, safety, and welfare by reducing noise related nuisances, by directing noise related complaints to the responsible governmental entities, and by increasing the uniformity of local noise regulations;

NOW, THEREFORE, BE IT ORDAINED by the Commissioners as follows:

Section 1. Monroe County Code Section 380-4 shall be, and hereby is, amended by the addition of Subsections (J) and (K), which shall read as follows:

### **380-4 Exemptions**

....

- (J) noises produced by safety signals, warning devices, and emergency pressure relief valves that are being used for their intended purposes; and,
- (K) noises resulting from projects and activities conducted by, or on behalf of, agencies of the State of Indiana or of the federal government.

Section 2. Monroe County Code Section 380-5 shall be, and hereby is, amended to read as follows:

**380-5 Waiver**

Upon a determination that the generation of certain noises will be conducted with due care so as to give as little annoyance as may reasonably be expected, given the environment, the time of day, the duration, the pattern, and any conditions imposed (i.e., that the noises are, or may be made, reasonable under the circumstances), the Board of Commissioners may grant waivers to the provisions of this Chapter for noises that: (1) are produced by temporary or isolated events; (2) result from operations that have a well-established history in Monroe County; or, (3) result from activities that cannot be carried on elsewhere than where public necessity requires them to be carried on. Persons desiring a waiver shall apply in writing to the Board of Commissioners. Any waivers granted by the Board of Commissioners shall be in writing, shall state any conditions that apply to the waiver, and shall identify the facts upon which the grant of the waiver was based.

Section 3. The terms and provisions of this ordinance, and thus Chapter 380, are separable. If any part or provision of this ordinance or the application thereof to any persons or circumstances is adjudged invalid by a court of competent jurisdiction on procedural grounds, or on any other grounds, such judgment shall be confined in its operation to the part, provision, procedure or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this ordinance or the applications thereof to other persons or circumstances. The Board of Commissioners hereby declares that it would have enacted the remainder of this ordinance even without any such part, provision, procedure or application.

Section 4. This ordinance shall take effect upon adoption.

So adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the Board of Commissioners of the County of Monroe, Indiana.

AYES

NAYS

\_\_\_\_\_  
PATRICK STOFFERS, President

\_\_\_\_\_  
PATRICK STOFFERS, President

\_\_\_\_\_  
IRIS KIESLING, Vice President

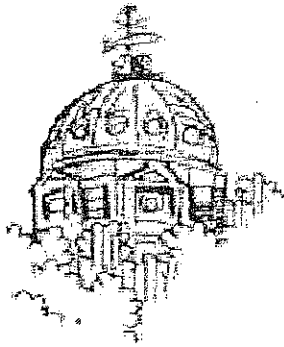
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IRIS KIESLING, Vice President

\_\_\_\_\_  
JULIE THOMAS

\_\_\_\_\_  
JULIE THOMAS

ATTEST:

\_\_\_\_\_  
STEVE SAULTER, Auditor



## MONROE COUNTY BOARD OF COMMISSIONERS

### REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: AT&T Hosted VOIP Solution

SOURCE OF FUNDS: FUND #: 2502-030.0005 AMOUNT: \$36,242.57

FUND NAME: User Fees- Cable Franchise

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: This is for a contract with AT&T for them to host the County's VOIP system. This will replace the current in-house system that is due for a major hardware upgrade. There is a one-time set up fee of \$36,242.57 and the Commissioners have the choice of either a three year contract with an added monthly charge of \$5,089.56 or a five year contract with a monthly charge of \$4,812.06

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: 8/8/2014

CONTACT PERSON: Wendy Goss PHONE NUMBER: 349-2130

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) Kurt Babcock

OFFICE/DEPARTMENT: Technical Services Department

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes X No \_\_\_\_\_

Jeff Cockerill

#### INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) N/A

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_

Local Match \_\_\_\_\_

Total? \_\_\_\_\_

SIGNED: [Signature] DATE: 8/6/2014

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)



## MASTER AGREEMENT

<b>Customer</b> Monroe County  Street Address: 303 E Kirkwood Ave City: Bloomington State/Province: IN Zip Code: 47401 Country: USA	<b>AT&amp;T</b> AT&T Corp.
<b>Customer Contact (for notices)</b> Name: Wendy Goss Title: Street Address: 303 E Kirkwood Ave City: Bloomington State/Province: IN Zip Code: 47401 Country: United States Telephone: 8123492130 Fax: Email: wgoss@co.monroe.in.us	<b>AT&amp;T Contact (for notices)</b> Street Address: 220 N MERIDIAN ST City: INDIANAPOLIS State/Province: IN Zip Code: 46204 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:



## 1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at [att.com/aup](http://att.com/aup) or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

## 2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

## 3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and

premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

**3.2 Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

**3.3 Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

**3.4 Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

#### **4. PRICING AND BILLING**

**4.1 Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

**4.2 Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

**4.3 Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

**4.4 Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

**4.5 Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but

Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

**4.6 Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

**4.7 MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

**4.8 Adjustments to MARC.**

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

**5. CONFIDENTIAL INFORMATION**

**5.1 Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

**5.2 Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

**5.3 Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

**5.4 Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

**6. LIMITATIONS OF LIABILITY AND DISCLAIMERS**

**6.1 Limitation of Liability.**

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
- (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
  - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
  - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
  - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
  - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.
- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

**6.2 Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

**6.3 Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

**6.4 Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

**6.5 Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and

suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

## 7. THIRD PARTY CLAIMS

**7.1 AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

**7.2 Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

**7.3 Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

**7.4 Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

**7.5** AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

## 8. SUSPENSION AND TERMINATION

**8.1 Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

**8.2 Termination or Suspension.** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.

- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

### 8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

### 8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e., not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.
- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

## 9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

## 10. MISCELLANEOUS PROVISIONS

**10.1 Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

**10.2 Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

**10.3 Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

**10.4 Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

**10.5 Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

**10.6 Assignment and Subcontracting.**

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

**10.7 Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

**10.8 Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

**10.9 Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

**10.10 Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

**10.11 Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

**10.12 Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

**10.13 No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

**10.14 Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

**10.15 Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

**10.16 Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This

## Master Agreement

Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

### 11. DEFINITIONS

**"Affiliate"** of a party means any entity that controls, is controlled by or is under common control with such party.

**"API"** means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

**"AT&T Software"** means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

**"Customer Personal Data"** means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

**"Cutover"** means the date Customer's obligation to pay for Services begins.

**"Effective Date"** of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

**"MARC-Eligible Charges"** means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

**"Minimum Payment Period"** means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

**"Minimum Retention Period"** means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

**"Purchased Equipment"** means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

**"Service Component"** means an individual component of a Service provided under this Agreement.

**"Service Publications"** means Tariffs, Guidebooks, Service Guides and the AUP.

**"Site"** means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

**"Software"** means AT&T Software and Vendor Software.

**"Third-Party Service"** means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

**"Vendor Software"** means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.





AT&amp;T MA Reference No. \_\_\_\_\_

CSM140612082150

**AT&T MANAGED INTERNET SERVICE  
PRICING SCHEDULE**

<b>Customer</b>	<b>AT&amp;T</b>
Monroe County  Street Address: 303 E Kirkwood Ave City: Bloomington State/Province: IN Zip Code: 47401 Country: USA	AT&T Corp. or enter the International Affiliate Name
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Sales Contact Information and for Contract Notices</b> <input type="checkbox"/> <b>Primary AT&amp;T Contact</b>
Name: Wendy Goss Title: Street Address: 303 E Kirkwood Ave City: Bloomington State/Province: IN Zip Code: 47401 Country: United States Telephone: 8123492130 Fax: Email: wgoss@co.monroe.in.us Customer Account Number or Master Account Number:	Name: ERIC COUGILL Street Address: 220 N MERIDIAN ST City: INDIANAPOLIS State/Province: IN Zip Code: 46204 Country: USA Telephone: 3174883122 Fax: 317-488-3121 Email: ec3649@us.att.com Sales/Branch Manager: Ron Hoots SCVP Name: Sales Strata: Small Business Market Sales Region: Eastern With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&amp;T and Customer referenced above.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T MANAGED INTERNET SERVICE  
PRICING SCHEDULE**

CSM140612082150

**1. SERVICES**

Service	Service Guide Link
AT&T Managed Internet Service (MIS)	<a href="http://new.serviceguide.att.com/portals/sgportal.portal? nfpb=true&amp; pageLabel=mis_page">http://new.serviceguide.att.com/portals/sgportal.portal? nfpb=true&amp; pageLabel=mis_page</a>
AT&T Bandwidth Services	<a href="http://new.serviceguide.att.com/index.jsp?sg=bws">http://new.serviceguide.att.com/index.jsp?sg=bws</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

Pricing Schedule Term	36 Months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

**4. GRANDFATHERING AND WITHDRAWAL**

Availability of Service Components is subject to grandfathering and withdrawal per the Service Guide.

**5. RATES (US Mainland, and HI only)**

**Section I: AT&T Managed Internet Service Access Bandwidth -**

**Table 1: Tiered T-1, NxT-1, E-1 And Frame - Flat Rate Billing Option**

Access Method	Speed	MIS Monthly Service Fee List Price	MIS w/ Managed Router Monthly Service Fee List Price	Discount
N/A	56/64 Kbps <sup>†</sup>	\$190	\$260	N/A
T-1	128 Kbps <sup>†</sup>	\$225	\$295	N/A
T-1	256 Kbps <sup>†</sup>	\$280	\$350	N/A
T-1	384 Kbps <sup>†</sup>	\$335	\$405	N/A
T-1	512 Kbps <sup>†</sup>	\$390	\$460	N/A
T-1	768 Kbps <sup>†</sup>	\$410	\$480	N/A
T-1 – Frame*	1024 Kbps*	\$425	\$495	N/A
T-1	T-1	\$470	\$540	N/A
E-1*	E-1	\$470	\$540	N/A
2xT-1	3 Mbps	\$850	\$1,145	N/A
3xT-1	4.5 Mbps	\$1,100	\$1,395	N/A
4xT-1	6 Mbps	\$1,250	\$1,545	N/A
5xT-1	7.5 Mbps	\$1,480	\$2,360	N/A
6xT-1	9 Mbps	\$1,715	\$2,595	N/A
7xT-1	10.5 Mbps	\$1,915	\$2,795	N/A
8xT-1	12 Mbps	\$2,190	\$3,070	N/A

\* Not available with MPLS PNT

<sup>†</sup>Available only with MPLS PNT Feature

v.2.3.06

**Table 2: – MIS N x 10 Gig Ethernet\* - Flat Rate Billing Option**

Speed	MIS Monthly Service Fee List Price	Discount
2x -10.0 Gbps	\$1,500,000	N/A
3x -10.0 Gbps	\$2,220,000	N/A
4x -10.0 Gbps	\$2,920,000	N/A

\* Not available with MPLS PNT

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**Table 3: Burstable T-1**

Discount: : N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
up to 128kbps	\$270	\$340
128.01 - 256 Kbps	\$340	\$410
256.01 - 384 Kbps	\$405	\$475
384.01 - 512 Kbps	\$470	\$540
512.01 Kbps - 1.544 Mbps	\$565	\$635

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**Table 4: DNS Services**

Option	Monthly Service Fee
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

v.07.01.04

**Table 5: ATM And Tiered T-3**

Discount: N/A

Access Method	Speed	MIS Monthly Service Fee List Price	MIS w/Managed Router Monthly Service Fee List Price
ATM*	2 Mbps	\$590	\$885
ATM*	3 Mbps	\$850	\$1,145
ATM*	4 Mbps	\$1,075	\$1,370
ATM*	5 Mbps	\$1,125	\$1,420
ATM*	6 Mbps	\$1,250	\$1,545
ATM*	7 Mbps	\$1,415	\$2,295
ATM*	8 Mbps	\$1,565	\$2,445
ATM*	9 Mbps	\$1,715	\$2,595
ATM*/T-3	10 Mbps	\$1,840	\$2,720
ATM*/T-3	15 Mbps	\$2,465	\$3,345
ATM*/T-3	20 Mbps	\$3,090	\$3,970
ATM*/T-3	25 Mbps	\$3,725	\$4,605
ATM*/T-3	30 Mbps	\$4,350	\$5,230
ATM*/T-3	35 Mbps	\$4,990	\$5,870
ATM*/T-3	40 Mbps	\$5,615	\$6,495
T-3	45 Mbps	\$6,250	\$7,130

\* Not available with MPLS PNT

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**Table 6: Burstable T-3**

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
up to 6.0 Mbps	\$1,515	\$1,810
6.01 - 7.5 Mbps	\$1,790	\$2,670
7.51 - 9.0 Mbps	\$2,065	\$2,945
9.01 - 10.5 Mbps	\$2,290	\$3,170
10.51 - 12.0 Mbps	\$2,515	\$3,395
12.01 - 13.5 Mbps	\$2,740	\$3,620
13.51 - 15.0 Mbps	\$2,965	\$3,845
15.01 - 16.5 Mbps	\$3,150	\$4,030
16.51 - 18.0 Mbps	\$3,340	\$4,220
18.01 - 19.5 Mbps	\$3,525	\$4,405

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19.51 - 21.0 Mbps	\$3,715	\$4,595
21.01 - 45.0 Mbps	\$7,515	\$8,395

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**Table 7: Flexible Bandwidth Billing Option - Burstable T-3**

Discount applied to MIS & MIS w/Managed Router: N/A			Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	MIS w/Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
2 Mbps	\$590	\$885	\$355
3 Mbps	\$850	\$1,145	\$340
4 Mbps	\$1,075	\$1,370	\$325
5 Mbps	\$1,125	\$1,420	\$270
6 Mbps	\$1,250	\$1,545	\$250
7 Mbps	\$1,415	\$2,295	\$245
8 Mbps	\$1,565	\$2,445	\$235
9 Mbps	\$1,715	\$2,595	\$230
10 Mbps	\$1,840	\$2,720	\$225
15 Mbps	\$2,465	\$3,345	\$200
20 Mbps	\$3,090	\$3,970	\$190
25 Mbps	\$3,725	\$4,605	\$180
30 Mbps	\$4,350	\$5,230	\$175
35 Mbps	\$4,990	\$5,870	\$175
40 Mbps	\$5,615	\$6,495	\$170
45 Mbps	\$6,250	\$7,130	N/A

v.2.3.06

**Table 8: MIS Access Redundancy Option (MARO) - Burstable T-1 with Shadow Billing Option**

Discount: N/A

Sustained Usage	MIS w/Managed Router Undiscounted Monthly Service Fee
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	\$170
up to 128kbps	\$340
128.01 - 256 Kbps	\$410
256.01 - 384 Kbps	\$475
384.01 - 512 Kbps	\$540
512.01 Kbps - 1.544 Mbps	\$635

v.2.20.06

**Table 9: MARO Burstable T-3 with Shadow Billing Option**

Discount: N/A

Sustained Usage	MIS w/Managed Router Monthly Service Fee
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	\$800
up to 6.0 Mbps	\$1,810
6.01 - 7.5 Mbps	\$2,670
7.51 - 9.0 Mbps	\$2,945
9.01 - 10.5 Mbps	\$3,170
10.51 - 12.0 Mbps	\$3,395
12.01 - 13.5 Mbps	\$3,620
13.51 - 15.0 Mbps	\$3,845
15.01 - 16.5 Mbps	\$4,030
16.51 - 18.0 Mbps	\$4,220
18.01 - 19.5 Mbps	\$4,405
19.51 - 21.0 Mbps	\$4,595
21.01 - 45.0 Mbps	\$8,395

v.10.31.05

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**Table 10: Redundancy Features - Monthly Service Fees**

Option	Monthly Service Fee List Price	Service Component Discount
Alternate Backbone Node Option -additional charges via Private Line, per Service Component	T-1: \$500	N/A
	NxT1: \$500 per T-1	
	T3: \$5,000	
	OC-3 \$12,000	
CPE Redundant Configuration Option - Per Service Component	T-1: \$120	N/A
	NxT-1: \$350	
	T3: \$540	
	OC-3: \$2,435	
MARO Backbone Node Redundancy Option - additional charges via Private Line, per Redundant Link	\$500 per T-1 Redundant Link	N/A
	\$5,000 per T-3 Redundant Link	
	\$12,000 per OC-3 Redundant Link	
MARO Outbound Load Balancers (2) Option (Dual Managed Customer Routers)	T1 & NXT1: \$350 T3 & OC3: \$875	N/A

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**Table 11: MIS and MARO Features - Installation Fees**

**Discount: 0.0 %**

Option	Undiscounted Installation Fee List Price MIS & MIS w/Managed Router
MARO - Outbound Load Balancers (2) (Dual Managed Customer Routers)	\$1000

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**Table 12: MIS Tele – Installation**

**Discount: 100.0 %**

MIS Speed	Undiscounted MIS	Undiscounted MIS w/ Managed Router
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500	\$1,500*
10 Gig Ethernet***	\$10,000	\$10,000**

\*Available for MIS speeds of 100 Mbps and below and with electrical interfaces only.

\*\* Subject to availability

\*\*\* Not available with MPLS PNT

v.10.01.08

**Table 13: On-Site Installation**

**Discount: 0.0 %**

MIS Speed	Undiscounted MIS w/ Managed Router Only
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500

v.11.08.08

**Table 14: ATM and Tiered OC-3**

**Discount: N/A**

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Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
2 Mbps*	\$590	\$885
3 Mbps*	\$850	\$1,145
4 Mbps*	\$1,075	\$1,370
5 Mbps*	\$1,125	\$1,420
6 Mbps*	\$1,250	\$1,545
7 Mbps*	\$1,415	\$2,295
8 Mbps*	\$1,565	\$2,445
9 Mbps*	\$1,715	\$2,595
10 Mbps*	\$1,840	\$2,720
15 Mbps*	\$2,465	\$3,345
20 Mbps*	\$3,090	\$3,970
25 Mbps*	\$3,725	\$4,605
30 Mbps*	\$4,350	\$5,230
35 Mbps*	\$4,990	\$5,870
40 Mbps*	\$5,615	\$6,495
60 Mbps*	\$7,825	\$9,005
155 Mbps (not available with ATM)	\$17,800	\$18,980

\* Not available with MPLS PNT

v.2.3.06

**Table 15: Burstable OC-3**

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
Up to 35.0 Mbps	\$5,990	\$6,870
35.01 to 45.0 Mbps	\$7,515	\$8,395
45.01 to 55.0 Mbps	\$8,765	\$9,945
55.01 to 65.0 Mbps	\$10,025	\$11,205
65.01 to 75.0 Mbps	\$11,290	\$12,470
75.01 to 85.0 Mbps	\$12,550	\$13,730
85.01 to 100.0 Mbps	\$14,440	\$15,620
100.01 to 125.0 Mbps	\$17,590	\$18,770
125.01 to 155.0 Mbps	\$21,365	\$22,545

v.2.3.06

**Table 16: Flexible Bandwidth Billing Option - Burstable OC-3**

Discount applied to MIS & MIS w/Managed Router: N/A			Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	Undiscounted MIS Monthly Fee	Undiscounted MIS with Managed Router Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
35 Mbps	\$4,990	\$5,870	\$175
40 Mbps	\$5,615	\$6,495	\$170
45 Mbps	\$6,250	\$7,130	\$170
60 Mbps	\$7,825	\$9,005	\$160
70 Mbps	\$8,875	\$10,055	\$155
80 Mbps	\$9,925	\$11,105	\$150
90 Mbps	\$10,975	\$12,155	\$150
100 Mbps	\$12,025	\$13,205	\$145
120 Mbps	\$14,125	\$15,305	\$145
144 Mbps	\$16,225	\$17,405	\$140
155 Mbps	\$17,800	\$18,980	N/A

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**Table 17: Tiered OC-12**

Discount: N/A

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Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
622 Mbps	\$50,700	\$52,505

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Table 18: Burstable OC-12

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
Up to 75.0 Mbps	\$11,290	\$12,470
75.01 to 150.0 Mbps	\$18,750	\$19,930
150.01 to 225.0 Mbps	\$26,215	\$27,395
225.01 to 300.0 Mbps	\$33,665	\$35,470
300.01 to 375.0 Mbps	\$40,040	\$41,845
375.01 to 450.0 Mbps	\$46,415	\$48,220
450.01 to 525.0 Mbps	\$52,715	\$54,520
525.01 to 622.0 Mbps	\$60,850	\$62,655

v.2.3.06

Table 19: Flexible Bandwidth Billing Option - Burstable OC-12

Discount applied to MIS & MIS w/Managed Router: N/A			Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	Undiscounted MIS Monthly Fee	Undiscounted MIS with Managed Router Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
70 Mbps	\$8,875	\$10,055	\$155
80 Mbps	\$9,925	\$11,105	\$150
90 Mbps	\$10,975	\$12,155	\$150
100 Mbps	\$12,025	\$13,205	\$145
120 Mbps	\$14,125	\$15,305	\$145
144 Mbps	\$16,225	\$17,405	\$140
155 Mbps	\$17,800	\$18,980	\$140
200 Mbps	\$20,975	\$22,780	\$130
250 Mbps	\$24,515	\$26,320	\$120
300 Mbps	\$28,050	\$29,855	\$115
350 Mbps	\$31,600	\$33,405	\$110
400 Mbps	\$35,140	\$36,945	\$110
450 Mbps	\$38,675	\$40,480	\$105
500 Mbps	\$42,215	\$44,020	\$105
550 Mbps	\$45,750	\$47,555	\$100
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	N/A

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Table 20: Tiered OC-48

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
2.5 Gbps	\$196,000	\$199,055

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**Table 21: Burstable OC-48**

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
Up to 1250 Mbps	\$121,500	\$124,555
1251 to 1350 Mbps	\$130,975	\$134,030
1351 to 1450 Mbps	\$140,450	\$143,505
1451 to 1550 Mbps	\$149,925	\$152,980
1551 to 1650 Mbps	\$159,400	\$162,455
1651 to 1750 Mbps	\$168,875	\$171,930
1751 to 1850 Mbps	\$178,350	\$181,405
1851 to 1950 Mbps	\$187,825	\$190,880
1951 to 2050 Mbps	\$197,300	\$200,355
2051 to 2150 Mbps	\$206,775	\$209,830
2151 to 2250 Mbps	\$216,250	\$219,305
2251 to 2350 Mbps	\$225,725	\$228,780
2351 to 2450 Mbps	\$235,200	\$238,255

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**Table 22: Flexible Bandwidth Billing Option - Burstable OC-48**

Discount applied to MIS & MIS w/Managed Router: N/A			Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	Undiscounted MIS Monthly Fee	Undiscounted MIS with Managed Router Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	\$100
700 Mbps	\$56,365	\$58,170	\$100
800 Mbps	\$63,440	\$65,245	\$100
1250 Mbps	\$101,250	\$104,305	\$100
1550 Mbps	\$125,000	\$128,055	\$100
1850 Mbps	\$148,750	\$151,805	\$100
2150 Mbps	\$172,500	\$175,555	\$100
2450 Mbps	\$196,000	\$199,055	N/A

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**Table 23: Flexible Bandwidth Billing Option - Ethernet**

Discount applied to MIS & MIS w/Managed Router: 92.0 %			Incremental Usage Fee Discount: 0.0 %
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	MIS with Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
0.5 Mbps	\$390	\$460	\$940
1.0 Mbps	\$425	\$495	\$510
1.5 Mbps	\$470	\$540	\$380
2 Mbps	\$590	\$885	\$355
3 Mbps	\$850	\$1,145	\$340
4 Mbps	\$1,075	\$1,370	\$325
5 Mbps	\$1,125	\$1,420	\$270
6 Mbps	\$1,250	\$1,545	\$250
7 Mbps	\$1,415	\$2,295	\$245
8 Mbps	\$1,565	\$2,445	\$235
9 Mbps	\$1,715	\$2,595	\$230
10 Mbps	\$1,840	\$2,720	\$225
15 Mbps	\$2,465	\$3,345	\$200
20 Mbps	\$3,090	\$3,970	\$190
25 Mbps	\$3,725	\$4,605	\$180
30 Mbps	\$4,350	\$5,230	\$175
35 Mbps	\$4,990	\$5,870	\$175

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40 Mbps	\$5,615	\$6,495	\$170
45 Mbps	\$6,250	\$7,130	\$170
50 Mbps	\$6,770	\$7,815	\$165
60 Mbps	\$7,825	\$9,005	\$160
70 Mbps	\$8,875	\$10,055	\$155
75 Mbps	\$9,410	\$10,595	\$155
80 Mbps	\$9,925	\$11,105	\$150
90 Mbps	\$10,975	\$12,155	\$150
100 Mbps	\$12,025	\$13,205	\$145
120 Mbps	\$14,125	\$15,305	\$145
144 Mbps	\$16,225	\$17,405	\$140
150 Mbps	\$17,065	\$18,250	\$140
155 Mbps	\$17,800	\$18,980	\$140
200 Mbps	\$20,975	\$22,780	\$130
250 Mbps	\$24,515	\$26,320	\$120
300 Mbps	\$28,050	\$29,855	\$115
350 Mbps	\$31,600	\$33,405	\$110
400 Mbps	\$35,140	\$36,945	\$110
450 Mbps	\$38,675	\$40,480	\$105
500 Mbps	\$42,215	\$44,020	\$105
550 Mbps	\$45,750	\$47,555	\$100
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	\$100
700 Mbps	\$56,365	\$58,170	\$100
800 Mbps	\$63,440	\$65,245	\$100
900 Mbps	\$70,875	\$73,930	\$100
1000 Mbps	\$78,250	\$81,305	N/A

v.10.01.08

**Table 24: Flexible Bandwidth Billing Option – MIS 10 Gig Ethernet\***

Discount applied to MIS: N/A		Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
.5 Gbps	\$42,215	\$84.43
1.0 Gbps	\$78,250	\$78.25
1.5 Gbps	\$119,625	\$79.75
2.0 Gbps	\$161,000	\$80.50
2.5 Gbps	\$196,000	\$80.25
3.0 Gbps	\$240,000	\$80.00
3.5 Gbps	\$279,125	\$79.75
4.0 Gbps	\$318,000	\$79.50
4.5 Gbps	\$356,625	\$79.25
5.0 Gbps	\$390,000	\$78.00
5.5 Gbps	\$433,125	\$78.75
6.0 Gbps	\$471,000	\$78.50
6.5 Gbps	\$508,625	\$78.25
7.0 Gbps	\$539,000	\$77.00
7.5 Gbps	\$583,125	\$77.75
8.0 Gbps	\$620,000	\$77.50
8.5 Gbps	\$656,625	\$77.25
9.0 Gbps	\$684,000	\$76.00
9.5 Gbps	\$719,625	\$75.75
10.0 Gbps	\$755,000	\$75.50

\* Not available with MPLS PNT

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**Table 25: Class Of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Service Fees**

Discount: 100.0 %

Speed	Class of Service Monthly Fee – List Price* (w/ or w/out Managed Router, except as indicated)
56 Kbps†	\$225
128 Kbps†	\$225
256 Kbps†	\$225
384 Kbps†	\$225
512 Kbps†	\$225
768 Kbps	\$225
1024 Kbps**	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225
10 Mbps	\$825
15 Mbps	\$1,075
20 Mbps	\$1,325
25 Mbps	\$1,575
30 Mbps	\$1,825
35 Mbps	\$2,100
40 Mbps	\$2,350
45 Mbps	\$2,750
155 Mbps‡	\$2,750

\* Charges waived for Sites with AT&T BVoIP Service

\*\* Not available with MPLS PNT

(†) no real-time class available

(‡) unmanaged only

v.6.1.06

**Table 26: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Service Fees**

Discount: 100.0 %

Speed	Undiscounted MIS w/ or w/out Managed Router Monthly Service Fee*
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285
2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350

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40.01 - 45.0 Mbps	\$2,750
45.01 - 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 - 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900
2.0 Gbps**	\$8,000
2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500
5.0 Gbps**	\$8,600
5.5 Gbps	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900
7.0 Gbps**	\$9,000
7.5 Gbps**	\$9,100
8.0 Gbps**	\$9,200
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps**	\$9,600

\*Charges waived for Sites with AT&T BVoIP Service

\*\* Not available with MPLS PNT

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**Table 27: Class Of Service Option - Installation Fees**

**Discount: 100.0 %**

Class of Service Undiscounted Installation Fee*	\$1,000
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\*Charges waived for Sites with AT&T BVoIP Service

v.2.3.06

**Table 28: MIS+NCS Option**

**Discount: N/A**

Feature	Undiscounted Monthly Service Fee MIS Only
MIS + NCS Site License Fee (3 yr)	\$1,200
MIS + NCS Site License Fee (5 yr)	\$1,050
MIS + NCS Tier 1 Support	\$100

v.04.29.02

**Table 29: MIS + NCS Installation Fees**

**Discount: 0.0 %**

Feature	Undiscounted Installation Fee List Price MIS
MIS + NCS Site Preparation Fee	\$2,500

v.2.3.06

**AT&T MANAGED INTERNET SERVICE  
PRICING SCHEDULE**

CSM140612082150

**Table 30: MPLS PNT Feature**

Discount: N/A

Access Method	Speed	Undiscounted Monthly Service Fee MIS & MIS w/Managed Router
Private Line Fractional T-1 (56K – 768K)	Fractional T-1 (56K – 768K)	\$200
Private Line NxT-1 (2 through 8)	Private Line NxT-1 (3 Mbps – 12 Mbps)	\$200
Private Line T1	T-1 (1.54 Mbps)	\$200
Private Line T3	2 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	3 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	4 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	5 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	6 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	7 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	8 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	9 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	10 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	15 Mbps (Hi Cap Flex T3 or Fractional T3)	\$1,000
Private Line T3	20 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	25 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	30 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	35 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	40 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	45 Mbps (Full T3)	\$2,000
Private Line T3	6-45 Mbps (Burstable T3)	\$2,000
Private Line OC3	OC-3 (35-155 Mbps) Flat rate, Burstable, or Hi-Cap flex	\$5,000
Private Line OC12	OC-12 (70-622 Mbps) Flat rate, Hi-Cap Flex, or Burstable	\$10,000
Private Line OC48	OC-48 (600-2500 Mbps) Flat rate, Hi-Cap Flex or Burstable	\$20,000
Ethernet	512Kbps - 1.5 Mbps	\$200
Ethernet	2 - 15 Mbps	\$1,000
Ethernet	15.01 – 45 Mbps	\$2,000
Ethernet	45.01 - 155 Mbps	\$5,000
Ethernet	155.01 - 622 Mbps	\$10,000
Ethernet	622.01 - 1000 Mbps	\$20,000

v.10.12.07

**Table 31: MPLS PNT UniLink Feature**

Discount: N/A

Access Method	Speed	Undiscounted Monthly Service Fee MIS PNT and MIS PNT with Managed Router
Private Line OC-3	OC-3 (35-155 Mbps) Flat rate, Burstable, or Hi-Cap flex	\$5,000
Private Line OC-12	OC-12 (70-622 Mbps) Flat rate, Hi-Cap Flex, or Burstable	\$10,000
Private Line OC-48	OC-48	\$20,000
Ethernet	512 Kbps – 1.5 Mbps	\$200
Ethernet	2 - 45 Mbps	\$2,000
Ethernet	45.01-155 Mbps	\$5,000
Ethernet	155.01-622 Mbps	\$10,000
Ethernet	622.01-1000 Mbps	\$20,000

v.10.12.07

**Table 32: MultiCast Monthly Service Fee**

N/A

MultiCast Monthly Service Fee	ICB
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Kh1932 6/13/14 SR: 1-25QBC9I IMS: 623177.1

AT&T and Customer Confidential Information

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**AT&T MANAGED INTERNET SERVICE  
PRICING SCHEDULE**

CSM140612082150

**Table 33: MultiCast Installation**

N/A

MultiCast Installation Fee	ICB
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**Section II: AT&T Business in a Box<sup>SM</sup>**

**Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges**

**Discount:** N/A

Service Component/Device	Undiscounted Monthly Service Charge
Base Unit 12 Port	\$50
Base Unit 24 Port	\$70
8 Port POE Add-On	\$30
24 Port POE Add-On	\$75
8 Port Analog Module Add-On	\$35

v.5.14.09

**Table 2: On-Site Maintenance (24X7X4) Monthly Charges**

**Discount:** N/A

Option	Undiscounted Monthly Service Charge
Base Unit 12 Port	\$75
Base Unit 24 Port	\$95
8 Port POE Add-On	\$35
24 Port POE Add-On	\$85
8 Port Analog Module Add-On	\$40

v.5.14.09

**Table 3: Life-Cycle Management Charges - Service Charges**

**Discount:** N/A

Per Site / Per Occurrence during Standard Business Hours (Monday-Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Service Charge List Price
Move, Addition, Change to Service	\$260
Delete Service	\$500

v. 5.14.09

**Table 4: Class Of Service Option - when ordered with AT&T BVoIP Services only**

**Discount:** 100%

Class of Service Monthly Service Fee	\$225
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v.1.9.09

**Section III: Additional Service Fees**

Moving Fee (during hours)	\$1,000 per location
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location

v.07/01/04

AT&T MANAGED INTERNET SERVICE  
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Section IV: Ethernet Access Pricing

NPA/ NXX	Location	Access Bandwidth	Local Access Recurring Charge	Non- Recurring Charge	Local Access Net Monthly Recurring Charge
812-855	Bloomington, IN	Ethernet – 5Mbps	\$0.00		\$560.00



**Pricing Schedule**  
**AT&T Network Integration Services and Equipment Resale**  
**("NI Pricing Schedule")**

3 yr Contract

Agreement No.: MA UA \_\_\_\_\_  
AT&T Network Integration Tracking ID: GBS192299.1  
Date: June 13, 2014

CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T") (designate other entity if signing entity other than AT&T Corp)	AT&T Branch Sales Contact Name
Monroe County Government	AT&T	Name: Jeff Jordan
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
Street Address: 100 W. Kirkwood City: Bloomington State / Province: IN Country: USA Domestic / Intl / Zip Code: 47404	One AT&T Way Bedminster NJ 07921-0752 Contact: Master Agreement Support Team Email : <a href="mailto:mast@att.com">mast@att.com</a>	Address: 240 N. Meridian St., Room 710 City: Indianapolis State / Province: IN Country: USA Domestic / Intl / Zip Code: 46204 Fax: Email: <a href="mailto:jj1535@att.com">jj1535@att.com</a> Sales/Branch Mgr: Ron Hoots SCVP Name: John Stuhrenberg
CUSTOMER Contact	AT&T Address and Contact	AT&T NI Contact Information
Name: Wendy Goss Title: Telecommunications/Office Manager Telephone: 812-349-2130 Email: <a href="mailto:wgoss@co.monroe.in.us">wgoss@co.monroe.in.us</a>	Name: Title: Telephone: Street Address: City: State / Province: Country: Domestic / Intl / Zip Code:	Name: Kerry Gates Telephone: 941-928-7036 Email: <a href="mailto:khgates@att.com">khgates@att.com</a>
CUSTOMER Billing Address		
Street Address: 501 N. Morton, Room 200 City: Bloomington State / Province: IN Country: USA Domestic / Intl / Zip Code: 47404		

This AT&T Hosted VoIP Service (HVS) NI Pricing Schedule Statement of Work (SOW) is attached to the referenced NI Pricing Schedule and made a part thereof upon execution. The Parties to this Statement of Work ("SOW") are AT&T Corp. ("AT&T") and **Monroe County Government** ("Customer"). AT&T reserves the right to withdraw this SOW or modify the prices and any other terms and conditions, including, but not limited to, any section of this SOW (i) if the SOW is not signed by Customer and AT&T by **July 11, 2014**, and/or (ii) the engagement does not commence within thirty (30) calendar days of the SOW Effective Date.

This SOW sets forth the rights and obligations of AT&T and Customer with respect to the AT&T HVS between AT&T and Customer. AT&T HVS is offered pursuant to the terms of this SOW and the terms and conditions of the AT&T Business Voice over IP (BVoIP) Services Service Guide as specified below, and to the General Provisions referenced in that Service Guide, both of which are available to Customer at: <http://serviceguidenew.att.com> which are incorporated herein by reference. The following sections of the AT&T BVoIP Service Guide apply to the AT&T HVS Service: SD-2.3, 2.4, 2.5, 2.6 (excluding 2.6.6.) as applicable to BVoIP Services Calling Plan B and C, SD-4.4, as well as other sections of the AT&T BVoIP Service Guide that are generally applicable to AD&T VDNA Services, but excluding all SLAs.

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found in the SG Library accessible at <http://new.serviceguide.att.com>. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.



**Pricing Schedule**  
**AT&T Network Integration Services and Equipment Resale**  
**("NI Pricing Schedule")**

This SOW is effective on the date on which the last party signs below ("SOW Effective Date").

**AGREED:**  
**CUSTOMER: Monroe County Government**

By: \_\_\_\_\_  
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

**AGREED:**  
**AT&T**

By: \_\_\_\_\_  
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

ATTUID: KG1763





**Pricing Schedule**  
**AT&T Network Integration Services and Equipment Resale**  
**("NI Pricing Schedule")**

**1. DEFINITIONS**

All other capitalized terms used but not defined in this NI Pricing Schedule have the meaning given them in the Agreement.

**"Origination Country"** means a country, specified in a Statement of Work ("SOW") or Equipment Order List ("EOL"), where title to and risk of loss in Purchased Equipment pass from AT&T to Customer.

**"Project Country"** means a country, specified in a SOW or EOL in which the Customer site is located to which the Purchased Equipment is delivered and where Customer will enjoy the benefit of related Services.

**"Purchased Equipment"** means equipment sold under this NI Pricing Schedule by AT&T to Customer. Purchased Equipment includes any internal code required to operate such Equipment.

**2. SERVICES and PURCHASED EQUIPMENT**

This NI Pricing Schedule states the terms and conditions governing Orders for AT&T services ("Services") and Purchased Equipment. Attached to this NI Pricing Schedule is a Statement of Work ("SOW") or an EOL (collectively, "Attachments"). Attachments are effective and become part of this NI Pricing Schedule upon the execution of this NI Pricing Schedule. AT&T may subcontract work to be performed under this NI Pricing Schedule but shall retain responsibility for all such work.

**3. ATTACHMENTS**

- A. Unless earlier terminated as described below, an Attachment is deemed terminated when the parties' respective obligations have been fully performed or when it is otherwise terminated according to its terms.
- B. In the event of an inconsistency among terms, the order of priority is: (i) the applicable Attachment; (ii) the NI Pricing Schedule and (iii) the Agreement.

**4. AFFILIATES**

- A. Any AT&T Affiliate or Customer Affiliate may sign an NI Pricing Schedule in its own name and such Affiliate contract will be considered a separate, but associated, contract, incorporating the General Terms and Conditions of the Agreement and the terms of the NI Pricing Schedule (with the Affiliate being substituted for AT&T or Customer, as applicable); provided, however, that AT&T and Customer shall be responsible for their respective Affiliates' performance pursuant to such Affiliate contract.
- B. For Services performed in, or Purchased Equipment delivered to, a country other than the Origination Country, the AT&T Project-Country Affiliate and Customer Project Country Affiliate identified in the Attachment will perform as outlined therein.

**5. INTELLECTUAL PROPERTY RIGHTS**

- A. All intellectual property and proprietary rights arising by virtue of AT&T's performance of the Services are and will remain the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.
- B. Customer shall retain those copies of any reports produced and furnished to Customer by AT&T ("Reports"), and Customer is hereby granted, under AT&T's copyrights, the perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.
- C. AT&T hereby grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer by AT&T under this NI Pricing Schedule, solely for Customer's own internal business purposes during the term of this NI Pricing Schedule, or for such other purposes as may be mutually agreed in writing by the parties.
- D. Except as otherwise specified herein, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this NI Pricing Schedule.

**6. WARRANTY**

The provision of Services and any deliverables hereunder shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains, as well as any standards set forth in the applicable SOW.

**7. NON-SOLICITATION**

Customer agrees not to solicit for employment any personnel of AT&T or its subcontractors or agents performing Services hereunder for one (1) year following the termination of this NI Pricing Schedule, or the applicable SOW, without the prior written consent of AT&T.

**8. TERM AND TERMINATION**

This NI Pricing Schedule shall remain in effect until terminated by either party on not less than thirty (30) days' prior written notice to the other party; *provided that*, the terms and conditions of this NI Pricing Schedule shall continue to govern, through completion of performance (or earlier termination), all Attachments in effect on this NI Pricing Schedule's termination date.



**Pricing Schedule**  
**AT&T Network Integration Services and Equipment Resale**  
**("NI Pricing Schedule")**

**9. INVOICING AND TAXES**

- A. Attachments specify the charges that Customer shall pay for Services and Purchased Equipment. Invoices for Services are issued monthly. Invoices for Purchased Equipment are issued upon shipment from AT&T's Purchased Equipment supplier. Invoices are payable within thirty (30) days of the invoice date.
- B. Invoices for Services will be issued by the AT&T Affiliate in the Project Country. Invoices for Purchased Equipment and maintenance will be issued by the AT&T Origination-Country Affiliate. Except where applicable law requires otherwise, charges will be stated by AT&T and payment shall be made by Customer in the currency of the country from which invoices are rendered. Where the parties agree to invoice and pay in a currency that is different, invoice amounts will be converted at the relevant exchange rate applied by AT&T on the date the invoice is rendered.
- C. Taxes are not included in Charges quoted. Tax exemption certificates, valid in the place of delivery, must be presented to AT&T prior to Order (defined below) placement to receive exemption status. If Customer is or was required by law to make any deduction or withholding from any payment due to AT&T hereunder, the gross amount payable by Customer to AT&T will be increased so that, after any such deduction or withholding for taxes, the net amount received by AT&T will not be less than it would have received had no such deduction or withholding been required.

**10. PURCHASED EQUIPMENT TERMS**

- A. To the extent an Attachment sets out charges for specific Purchased Equipment ordered by Customer, the Attachment is an order for the purchase of that specified Purchased Equipment ("Order"). Where an Attachment sets out a price list or method to calculate price of the Purchased Equipment, then such Attachment is a contract to establish the price of Purchased Equipment for future orders.
- B. Orders for Purchased Equipment shall be submitted by Customer to AT&T in written format and shall contain all information required for AT&T to fulfill such Order and shall contain a reference to this NI Pricing Schedule. Any information, terms and/or conditions, or other language contained in any document(s) or purchase order(s) furnished by Customer to AT&T in excess of or outside of such information or in conflict with any terms and conditions contained in this NI Pricing Schedule and/or the applicable SOW and EOL are void. AT&T will notify Customer by email whether it has accepted the Order after validation within five (5) business days after receipt of the Order. AT&T reserves the right not to accept an Order.
- C. Customer acknowledges and agrees that AT&T's ability to deliver Purchased Equipment is contingent upon the supply and delivery schedules of each of the manufacturers. AT&T shall have no liability for delays in any delivery schedule. Title and risk of loss to Purchased Equipment shall pass to Customer upon shipment from AT&T's Purchased Equipment supplier; (ii) Customer is responsible for all shipping-related charges, which AT&T shall invoice to Customer at two percent (2%) of the total purchase price of the Order or actual cost, whichever is greater, except that for Orders requiring expedited shipment, in which case it will be the greater of four (4%) percent of the Customer's total purchase price or actual cost; and (iii) charges incurred, if any, for storage of Purchased Equipment following delivery to the agreed location are the sole responsibility of Customer and are not included in shipping charges.
- D. **Equipment Returns.**
  - (1) **Warranty Returns.** In the event Purchased Equipment requires return during the warranty period and such Purchased Equipment is determined by the manufacturer to qualify for a return, AT&T will obtain a Return Material Authorization ("RMA") from the manufacturer. Upon AT&T providing the RMA to Customer, such return shall then be effectuated by Customer according to the manufacturer's policies.
  - (2) **Non-defective Returns.** In the event Customer seeks to return non-defective Equipment, Customer should contact AT&T regarding obtaining an RMA; however, any such return is at the discretion of the manufacturer and Customer shall be responsible for payment of any associated return and/or restocking fee. Return shipping costs and risk of loss are the responsibility of Customer.
  - (3) **Maintenance Returns.** In the event Purchased Equipment covered by maintenance requires return, Customer should contact the relevant maintenance provider to obtain an RMA and instructions.

**11. LICENSES AND THIRD PARTY MAINTENANCE**

Purchased Equipment, software and maintenance services, if any, resold to Customer hereunder may have additional license terms and/or other requirements or restrictions imposed by the manufacturer, supplier or publisher. Customer is solely responsible for ensuring its adherence to any and all such license terms and other requirements or restrictions and is deemed to accept them upon receipt of the Purchased Equipment or software, or upon commencement of the maintenance services, as applicable in connection with the use of the Purchased Equipment by Customer in the country of use. Services as defined in the Agreement shall not include any manufacturer's maintenance, whether or not AT&T facilitates such purchase or bills such services as agent for the third party.



**Pricing Schedule**  
**AT&T Network Integration Services and Equipment Resale**  
**("NI Pricing Schedule")**

**12. LIMITATION OF LIABILITY**

For purposes of this NI Pricing Schedule and Orders placed under it, any limit or cap on liability contained in the "Limitations of Liability" article of the Agreement is superseded by the following: EACH PARTY'S LIABILITY UNDER THIS NI PRICING SCHEDULE SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR, IN THE AGGREGATE, ALL CLAIMS ARISING DURING ANY TWELVE-MONTH PERIOD) THE NET PURCHASE PRICE PAID BY CUSTOMER FOR SERVICES AND/OR PURCHASED EQUIPMENT UNDER THE ORDER THAT GAVE RISE TO THE LIABILITY. This shall not limit Customer's responsibility for the payment of all charges properly due under the NI Pricing Schedule. AT&T shall have no duty to defend, indemnify and hold Customer harmless for and against damages or costs incurred by Customer arising from the infringement of patents or trademarks or the violation of copyrights by Purchased Equipment.

**13. IMPORT/EXPORT CONTROL**

Without limiting the generality of the parties' import/export obligations set forth in the Agreement, the parties agree as follows: Customer shall import, export or otherwise distribute Purchased Equipment in strict compliance with export, import, and re-export control laws and regulations of the United States, any Origination Country, and any Project Country. To avoid ambiguity, "compliance" includes the record-keeping and reporting obligations. Customer represents and warrants that, when and where required by applicable law, it shall obtain all licenses, permits, and approvals required by Project-Country law for the importation and use of dual-use technology, including cryptography, and is compliant with all other measures imposed by said applicable law. Customer represents and warrants that once received, Customer will not re-export the Purchased Equipment from the Project Country. Purchased Equipment defined by and described in Council Regulation (EC) 1334/2000 (as amended) as "dual-use," and which the Customer intends to export from the European Community regulation, is governed by the following statement: Export of these items from the European Community may require prior government authorization under Council Regulation (EC) Regulation 1334/2000 (as amended).

**14. EXPORT SERVICES**

If the applicable Attachment so requires, AT&T will facilitate the shipment of Purchased Equipment from an AT&T facility in the U.S.A. to Customer sites in Project Countries (collectively, "Export Services"). Export Services, described in the SOW, are subject to the following:

A. Export Services are conditioned upon Customer (1) identifying to AT&T the authorized person who, in writing and on Customer's behalf, will provide to AT&T the correct name, address, and contact information for the ultimate consignee authorized to receive the Purchased Equipment at each location; (2) providing all other information requested by AT&T to facilitate the export of Purchased Equipment, including a completed commercial invoice; (3) informing AT&T any time the sale price of the Purchased Equipment from AT&T to Customer differs from the transfer price between Customer and its Project Country Affiliate; (4) providing all documents reasonably requested by AT&T from time to time, such as powers of attorney and agency agreements necessary for AT&T to act on Customer's behalf; (5) assuming responsibility for all aspects of importing the Purchased Equipment including, but not limited to, the payment of customs duties, compliance with import laws and regulations, and the obtaining of required licenses to import into, and use, the Purchased Equipment in that country; and (6) identifying the broker or other party responsible for importing the Purchased Equipment, and the person to be contacted when the Purchased Equipment is ready for export.

**B. AT&T DISCLAIMS ALL LIABILITY FOR:**

- (1) delayed, errant, or failed Purchased-Equipment shipments caused by incorrect ultimate-consignee information provided to AT&T, or Customer's failure to pay freight forwarder invoices;
- (2) delays or failures to ship caused by AT&T's compliance with U.S. export controls;
- (3) damages arising out of or relating to incorrect ultimate-designee and/or Purchased Equipment end-use information that Customer provides to AT&T, and which AT&T provides to U.S. authorities in connection with its U.S. export-control compliance, and/or to the authorities of the Project Country;
- (4) importation of Purchased Equipment into the Project Country, including, but not limited to, the payment of Customs duties, compliance with import laws and regulations, and the obtaining of required licenses to import into, and use, the Purchased Equipment in that country;
- (5) delays or delivery failures caused by, or fees incurred on account of, Customer's compliance with import laws and regulations of the Project Country; and
- (6) Customer's re-export of Purchased Equipment from the Project Country.



Pricing Schedule  
AT&T Network Integration Services and Equipment Resale  
("NI Pricing Schedule")

## EXHIBIT 1: SERVICE DELIVERY STATEMENT OF WORK

### 1. Introduction

This Statement of Work ("SOW") is attached to the NI Pricing Schedule and made a part thereof upon execution. The Parties to this Statement of Work ("SOW") are **AT&T Corp.** ("AT&T") and **Monroe County Government** ("Customer").

### 2. Scope of Work

#### 2.1 Services

AT&T will deploy HVS to locations designated by Customer located in the United States ("Site(s)"). Scope is defined in Exhibit 2 HVS Statement of Work ("the Project"). Services and/or Equipment not specifically provided for hereunder are outside the scope of this SOW.

#### 2.2 Purchased Equipment:

Upon execution hereof, Customer or its Affiliate may issue Purchase Orders to place a subsequent Order based on a quote provided by AT&T hereunder ("AT&T Quote"). The following language (with the appropriate purchasing entity and dates filled in) must be added in order for AT&T to accept the Customer's Purchase Order:

**"This PO is issued by Monroe County Government ("Customer") pursuant to the AT&T Network Integration NI Pricing Schedule dated XXX."**

#### 2.3 SOW Term

See Exhibit 2: HVS Statement of Work, Section 2.

### 3. AT&T Responsibilities

AT&T will be responsible for executing the following activities. Activities not expressly included in this SOW are outside the scope.

#### 3.1 AT&T Engagement Project Management.

In support of the Services provided to Customer, AT&T will:

- (a) Assign a designated AT&T Project Manager ("AT&T PM") to interface directly with the Customer Project Manager and serve as the primary interface to Customer organization.
- (b) Conduct a formal project kick-off meeting and review the contract and associated Services.
- (c) Provide a Project Timeline draft for Customer review. Customer and AT&T will mutually agree to the Project Timeline.
- (d) Participate and provide status and project planning meetings as mutually agreed. The audience for such status meetings may be either the AT&T personnel, third party vendors or Customer determined team members.
- (e) Develop, manage and track project schedules and all Change Control events.
- (f) Develop and maintain any contact list, communication plan as well as track and monitor prioritized action items and issues lists as needed.
- (g) Coordinate scheduling with Customer.

#### 3.2 AT&T Ordering Services

AT&T will place a single Order for the Purchased Equipment specified in Appendix A.

#### 3.3 AT&T Engineering Services

AT&T will provide an engineer for 1 hour to review the overall network design and create a template for the configuration files required to be loaded into the routers at the AT&T staging facility.

NOTE: Customer will be responsible for providing the variable parameters that will be part of the overall technical package for the configuration file.

#### 3.4 Staging and Configuration Services.

AT&T will:

- (a) Open boxes and inspect for physical damage.
- (b) Power on the Purchased Equipment and verify normal operation.
- (c) Load the configuration file and the individual site parameters for each router. This step will include affixing a label to each router showing the address of the Customer Site to which it will be sent.
- (d) Verify the proper load of the configuration file.
- (e) Repack and ship the Purchased Equipment to the Customer Site

#### 3.5 Installation Services.

AT&T will:

- (a) Open boxes at the Customer Site and inspect it for physical damage.
- (b) Power on the router and verify normal operation.
- (c) Unplug and remove the existing router from the CSU / DSU.
- (d) Install the Purchased Equipment and reconnect to the existing CSU / DSU.
- (e) Work with remote Customer engineer to verify that the router can view at Customer designated test location at the other end of the circuit.
- (f) Pack the legacy equipment in the same box used to ship the Purchased Equipment.
- (g) Obtain local contact signature on Customer Acceptance form.



**Pricing Schedule**  
**AT&T Network Integration Services and Equipment Resale**  
**("NI Pricing Schedule")**

**3.6 Deliverables**

Event	Deliverables
Engagement Kickoff Meeting	Communications Plan Review Project Timelines and Schedule
Project Status Report	Status reports and meetings will be held as mutually agreed upon by the parties.
Project Closeout	Final document summarizing the project to Customer Project Manager.

**3.7 Service Hours**

The Services provided hereunder shall be performed Monday through Friday, 9:00 a.m. to 5:00 p.m., local time, excluding designated AT&T holidays ("Normal Business Hours"), unless otherwise noted herein.

AT&T Designated Holiday	Date Observed
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25

**4. Customer Responsibilities**

To manage the activities outlined herein on time and within the pricing provided, Customer assigned roles and responsibilities must be fulfilled effectively. Customer will:

- (a) Assign a Single Point of Contact ("SPOC") as the primary interface for the AT&T Project Manager to work with during the Project.
- (b) Review and provide relevant comments (in the form of additional data requirements, preliminary conclusions, or recommended technical architecture) or Subject Matter Experts ("SME") resources from applicable information technology departments or business units to assist in completing the Deliverables in a timely manner.
- (c) Keep AT&T informed of any information or changes, which may affect AT&T's performance of Services or require a change request in the scope.
- (d) Provide AT&T with reasonable access to the Customer Site during Normal Business Hours, as needed, and shall provide office space to include desks, chairs, as well as access to printers, copiers and phone lines while on-site at no charge. In addition, AT&T may conduct the research and other work from a remote location.
- (e) Provide local Site Contact name, telephone number, address, and email for both a primary and backup Local Site Contact to facilitate local scheduling issues, Purchased Equipment delivery confirmation, and other Site-specific details. This information is to be provided to the AT&T Project Manager for each Site.
- (f) Perform all Customer Site preparation activities including, but not limited to, power, core drilling, ventilation, proper environmental as per the manufacturer's specifications, and the installation of Purchased Equipment racks.
- (g) Provide authorized personnel on-site during any Purchased Equipment Installation and Test and Turn-Up.
- (h) Provide AT&T with login and password information to all equipment related to the Services provided hereunder, including both basic access and modification access.
- (i) Resume responsibility for the network infrastructure upon completion of the Services provided herein.
- (j) Provide a signature sign-off (Site Acceptance Form) as concurrence of Site completion for each Site where AT&T has provided Services under this SOW. ).

**Note:** If Customer chooses to provide the Purchased Equipment configurations, AT&T must receive them at least ten (10) business days prior to an agreed upon Purchased Equipment installation date at Customer Site.

**5. Project Governance**

**5.1 Change Control Process**

Either Party must submit change requests to contractual documents in writing via the sample at Appendix B to this SOW. The party requesting the change must submit a written request to the other party and the receiving party shall issue a written response within five (5) business days of the receipt of the request, including whether the receiving party accepts or rejects the request and/or any changes to the Terms and Conditions. Once agreed upon, both parties must execute the document in Appendix B.

**Engagement Contacts**

- |  |  |
|--|--|
| <p>(a) <b>Customer:</b><br/>Name,<br/>Title,<br/>Address,<br/>Contact Information (Phone, email, etc.)</p> | <p>(b) <b>AT&amp;T:</b><br/>Name,<br/>Title,<br/>Address,<br/>Contact Information (Phone, email, etc.)</p> |
|--|--|

**5.2 Acceptance:**

AT&T shall validate the process steps to achieve Acceptance of the Services in consultation with Customer during the start-up period for the Project. During this process, the Acceptance Checklist (sample at Appendix C), will be reviewed with Customer and updated accordingly. AT&T shall present the Acceptance Checklist upon completion of the work.



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Customer will indicate acceptance of the Service(s) by signing same. Should Customer not accept the Services, AT&T will request a written explanation of Customer's reason for not so accepting within five (5) business days. If Customer does not so notify AT&T within five (5) business days, Services shall be deemed Accepted. AT&T shall address Customer's issue(s) within ten (10) business days after the receipt of such notice, and will then resubmit the Acceptance Checklist for Customer's signature. Such time to address any quality of service or re-work issues(s) may be extended by mutual consent.

**6. Fees and Charges**

**6.1** AT&T shall provide the Services and Purchased Equipment (see Appendix A) for the Charges stated below.

Description	Fees and Charges	Notes
Project Management	Included	
Staging		See Exhibit 2, section 2 Pricing and Term
Installation		
Purchased Equipment		

**6.2 Additional Pricing Terms and Conditions**

- (a) **Defined Scope.** Pricing is based on the currently defined Scope of Work. Any additions or changes to this SOW will necessitate changes in pricing. Pricing herein assumes no project delays will occur that would require AT&T to stop work. AT&T will not be held financially responsible for project delays outside of its control.
- (b) **Invoicing.** AT&T will invoice the Service Fees upon Acceptance, as defined herein. AT&T will invoice Services monthly and will cover any one-time charges or expenses incurred during the previous calendar month.
- (c) **Travel and related Expenses.** Charges do not include expenses for AT&T travel to Customer's facilities. Standard business expenses (e.g., transportation, food, lodging) incurred by AT&T in connection with delivery of the Services will be billed at cost as a separate line item on Customer's invoice. AT&T personnel will incur travel expenses only after receiving permission from Customer's Project Manager.
- (d) **Time and Material ("T&M") Rate.** In the event that the scope of work changes from this SOW or AT&T is requested to perform Services outside of Normal Business Hours, AT&T will bill Customer at a T&M rate of two-hundred fifty dollars (\$250.00) per hour per AT&T Consultant for the additional time spent on the change requests. All such out of scope matters will be handled via the Change Control process outlined herein.

**7. Engagement Assumptions**

This SOW is based on the following assumptions. If any of these assumptions are found to be inaccurate or invalid, AT&T shall provide Customer with the changes to the scope, tasks, deliverables or terms and conditions of this SOW via the Change Control Process described in this SOW.

- (a) Customer will provide AT&T with requested information in a timely manner, and takes full responsibility and liability for the accuracy of all information supplied to AT&T by Customer and which AT&T relies upon in its performance hereunder.
- (b) Customer will coordinate the project kick-off with the designated AT&T Engagement Manager and confirm all required attendees are present as required.
- (c) During this engagement, Customer will provide access to personnel who participated in meetings to resolve questions or issues as they arise.

**8. Termination**

- (a) Customer may not terminate this SOW for any reason other than for uncured AT&T's material breach.
- (b) In the event Customer terminates this SOW or any portion hereof for any reason other than AT&T's uncured material breach, Customer shall be responsible to pay for all Services rendered, Purchased Equipment ordered and expenses incurred hereunder as well as any charges associated with HVS early termination and early termination of AT&T's subcontracts related to this project. An HVS termination fee equal to 50% of remaining term seat license fees shall be incurred that Customer shall be responsible to pay.



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## **EXHIBIT 2: HVS STATEMENT OF WORK**

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### **INTRODUCTION**

This AT&T Hosted VoIP Service ("HVS") Statement of Work ("SOW") is attached to the NI Pricing Schedule and made a part thereof upon execution. The Parties to this SOW are AT&T Corp. ("AT&T") and **Monroe County Government ("Customer")**. AT&T reserves the right to withdraw this SOW or modify the prices and any other terms and conditions, including, but not limited to, any section of this SOW (i) if the SOW is not signed by Customer and AT&T by DATE, and/or (ii) the engagement does not commence within thirty (30) calendar days of the SOW Effective Date.

This SOW sets forth the rights and obligations of AT&T and Customer with respect to the AT&T HVS between AT&T and Customer. AT&T HVS is offered pursuant to the terms of this SOW and the terms and conditions of the AT&T Business Voice over IP (BVoIP) Services Service Guide as specified below, and to the General Provisions referenced in that Service Guide, both of which are available to Customer at: <http://serviceguidenew.att.com> which are incorporated herein by reference. The following sections of the AT&T BVoIP Service Guide apply to the AT&T HVS Service: SD-2.3, 2.4, 2.5, , 2.5.1, 2.5.1.1, 2.6 (excluding 2.6.6.) as applicable to BVoIP Services Calling Plan B and C, SD-4.4, as well as other sections of the AT&T BVoIP Service Guide that are generally applicable to AD&T VDNA Services, but excluding all SLAs.

Customer acknowledges receipt of, and understanding of, the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found in the SG Library accessible at <http://new.serviceguide.att.com>. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

This SOW is effective on the date on which the last party signs below ("SOW Effective Date").

### **1. Overview**

AT&T HVS is provided as described in this SOW until periodic process improvements are published in an AT&T service guide. The published service guide will supersede and replace any conflicting provisions in this SOW.

#### **1.1 Service Description**

AT&T HVS is a network-based, hosted interconnected VoIP service solution that combines VoIP service with traditional TDM communications features, functionality and local and long distance calling capabilities. AT&T HVS is available only with certain makes and models of telephone sets. AT&T reserves the right to change, add or modify features available with AT&T HVS service without notice to the Customer. AT&T HVS requires Customer to separately purchase or provide transport services which may include AT&T VPN Service, AT&T MIS, or third party Internet connection services.

AT&T HVS incorporates the following core capabilities: telephony features, local and domestic long distance calling, unified messaging along with administrative web based interfaces that allow for management of the offer by the Customer. The AT&T HVS platform is hosted by AT&T, includes "Basic" or "Premium" Feature Packages, and is priced on a per Seat basis at the rates set forth in Attachment D. In support of AT&T HVS, AT&T shall also provide onsite and remote installation, and maintenance and monitoring of AT&T provided Customer Premises Equipment ("CPE") as set forth herein.

Except as specifically provided herein, this SOW also excludes support for Customer-owned CPE or support or professional services for implementation and support, onsite and remote installation, or maintenance and monitoring of such Customer CPE.

AT&T HVS consists of the following:

- Private Branch Exchange-like service from the cloud;
- Web portal interfaces to provide Users access to administrative controls;
- Unified Messaging, which integrates voicemail with email notification of voice messages, and supports the capability to integrate with email systems supporting IMAP;
- Local Survivability Option; and,
- Local and domestic long distance calling.

#### **1.2 Registered Location**

For any installation or relocation, Customer must provide AT&T the "Registered Location" according to the AT&T prescribed practice for each User. The "Registered Location" for a User is the address of the physical location at which the Service will be provided to that User.



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- (a) When 911 is dialed over HVS, the Registered Location is used for PSAP routing (i.e., it determines which PSAP will receive the 911/E911 call) and forms the basis of the ALI delivered to the PSAP that the PSAP uses to identify the calling party's actual location.
- (b) The 911 call is routed to a PSAP based on the Registered Location information provided by Customer. Customer is responsible for providing AT&T the Registered Location information and must provide AT&T the correct Registered Location information for each User telephone number (including virtual telephone numbers (VTNs)) that may be used for voice calling prior to the initial activation of HVS at any Site or location. Customer must provide this information during the installation data collection phase of the project.
- (c) If Customer relocates or temporarily moves to another physical location, Customer must update its Registered Location. Customer may update the "Registered Location" by contacting the AT&T 911 Center, its Account Executive, or the Business Office located on its invoice.
- (d) Customer understands and acknowledges that there may be a delay between the time that a new Registered Location is recorded by AT&T and the time that the new name, address and telephone number information is entered into appropriate databases so as to be available to an emergency operator at the appropriate PSAP. The duration of such delay will vary, and can range typically from a few hours to several days. Until the User's new Registered Location is entered into appropriate databases so as to be available to emergency operators, the User will not receive full E911 service as the call may initially be connected to the incorrect PSAP and/or the emergency operator may not have electronic access to the User's address and call back number.
- (e) Customer has the option of using an alternative provider for 911/E911 services. A Customer that elects this option must make independent arrangements with the alternative provider for the submission and maintenance of User information, including Registered Location information, and make arrangements for the updating of such information. In the event any 911/E911 calls from such Customer are routed to a PSAP using the HVS provided 911/E911 service AT&T will provide the PSAP the Registered Location information given to AT&T by Customer.
- (f) Customer is solely, continuously responsible, and fully liable for ensuring the accuracy of the Registered Location information to ensure emergency calls are routed to the appropriate PSAP.

## 2. Pricing and Term

The Service as described herein will be provided at the pricing in Attachment D for the Term of this SOW.

<b>Term</b>	Term of this SOW is <b>36 months</b> from site turn-up. The Project will commence <b>fourteen (14)</b> calendar days after Effective Date of this SOW.
<b>Term Start Date</b>	Shall commence following Customer Acceptance of the initial Site installation
<b>Effective Date of Rates and Discounts</b>	Term Start Date

### 2.2. Features Packages

Features Packages are assigned per Seat and one is required for each User. Customer may select either a Basic or Premium Feature package for each User. The AT&T HVS Feature Package Matrix attached as Attachment A

**2.2.1 Basic Feature Package:** The AT&T HVS Basic Feature Package includes the features shown in the HVS Feature Matrix under the Basic Feature Column in Attachment A.

**2.2.2 Premium Feature Package:** The AT&T HVS Premium Feature Package includes the features included with the AT&T HVS Basic Feature Package features. In addition, The AT&T HVS Premium Feature Package also includes voice mail. The features available are shown in Attachment A

**2.2.3 Optional Features** are in addition to "Basic" or "Premium" Features. Optional Feature availability is as specified in Attachment A. Additional charges apply at the rates specified in Attachment D.

#### **Option Features also include:**

**2.2.3.1 Basic call center:** A Basic call center feature is designed to support a simple call distribution and queuing scenario, such as a front-office receptionist or a small work group. Inbound calls are distributed based on the agent's line state and "join" status. Callers receive appropriate entrance and queue messages, and calls can overflow to alternate locations if they wait too long in queue or if the queue is beyond capacity. This type of call center does not support Agent ACD states, BroadWorks Agent client, or Reporting.

**2.2.3.2 Standard call center:** The Standard call center feature is designed to support a normal call center environment where flexible routing options are needed and the agent's workflow dictates the need for ACD states such as Available, Unavailable, and Wrap-up. In addition, Standard call centers are designed to support deployments that require clients such as the Agent client and Reporting.

**2.2.3.3 Premium call center:** A Premium call center is designed to provide an advanced set of routing and call management options to support a formal call center environment. It supports such capabilities as multiple dialed number





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identification service (DNIS) numbers being assigned to a single call center, additional unavailable codes for when agents are not able to take calls, and disposition codes to associate with ACD calls, outbound calling, and silent monitoring of agents.

**2.3.3.4 Call Center Supervisor:** The Call Center Supervisor is an optional chargeable feature that is web client that enables supervisors to monitor and manage their assigned agents and queue activity. This includes an embedded dashboard so that a supervisor can monitor agent work flows in real-time. Supervisors can also run default or customized reports on agent and queue performance, based on either real-time or in-depth historical data.

**2.3.3.5 Receptionist Seat:** The Receptionist Seat is an optional chargeable feature that is an attendant console client Receptionists or telephone attendants who manage and screen inbound calls for enterprises.

**2.4 Invoicing**

AT&T shall invoice Customer on a monthly basis for all installed Seats and for any other additional applicable charges.

**2.5 Documentation**

AT&T will provide soft copies of AT&T HVS terminal user guides and quick reference guides (Documentation). AT&T grants Customer a limited, non-transferable (except in accordance with authorized assignment of Customer's Agreement), non-sub licensable non-exclusive license, to use the AT&T HVS Documentation until the earlier of termination or expiration of this SOW or Agreement. This license grant is intended to give Customer only a personal, not a property, interest in the Documentation. All intellectual property and proprietary rights arising by virtue of AT&T's performance of the AT&T HVS Services, including the provision of Software (including Third Party Software), are and will be the sole and exclusive property of AT&T, its subcontractor(s) or its supplier(s), and neither ownership nor title to any such property will pass to Customer. The license to use the Documentation is specifically limited to allow Customer to download, print and make a reasonable number of copies of the related user documentation that accompanies the Software.

**2.6 Device Support**

The AT&T HVS solution is designed to support SIP2.0 compliant hardware. AT&T HVS supports many standard Edge Devices, Gateways and devices. Upon Customer request, AT&T shall provide a list of the then currently approved supported CPE. Attachment C lists the approved and support CPE. All Customer CPE must run the firmware versions specified by AT&T. AT&T will assist Customer with identifying the appropriate set up and configuration during the Test and Turn Up for the approved CPE. No changes to the devices shall be made by Customer without prior written notification and agreement to and by AT&T.

**2.7 Teleworker**

AT&T also offers Teleworker service utilizing SIP phones at a fixed location connected to the HVS system via Remote Broadband Internet Service. Customer acknowledges the Teleworker service is authorized for use only at the service location provided on the Customer Order, and only at service locations where 911 emergency dialing is supported. The service is not Nomadic as defined below. "Teleworker" shall mean a permanent Customer worker at a fixed physical Customer Site. "Nomadic" shall mean an IP soft client user from locations on a temporary basis.

**2.8 Supported Soft Clients**

AT&T HVS supports commercially available soft client applications as specified in Attachment C. Customer is responsible for identifying and complying with all requirements applicable to use of the softphone application, including, if necessary, access to emergency services, e.g. 9-1-1/ E911.

**2.9 On-Site Installation Services.** AT&T will provide on-site installation of AT&T provided AT&T HVS equipment.

**2.10 New User Site/Seat Provisioning**

To provision a new Customer Site, or additional Seats and at an existing Site, Customer shall submit a request in the form required by AT&T. AT&T will provide written confirmation to Customer confirming the details of Customer's order at the time the order is placed. AT&T will begin processing Customer's order for service once AT&T receives a signed Customer Order and obtains from Customer all information, authorizations, and approvals necessary for the implementation. Timeframes are determined based on the technical request and number of Users per installation request. Customer Users will be provisioned prior to first use based on one of four standard call provisioning patterns ("Template"). Additional Templates may be developed pursuant to a Change Order at the then current Professional Services rates. If Customer provisions a non-Aastra device by using the BroadWorks Enterprise Administrator capability, no fee applies. If Customer chooses to have AT&T provision the non-Aastra Device, an additional charge will apply. As of the SOW Effective Date, the charge is **\$40.00**.



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**2.10.1 New Site Information**

To add a Customer's Site, the Customer Site will be assigned an AT&T Identification Number (AIN). This number will be used by AT&T's Customer Technical Support (ACTS) to identify the specifics of the Site. This AIN includes: Address of the physical location, primary and secondary contact information (Customer Administrators), AT&T provided equipment located on site.

**2.11 HVS Core System.** The Core Systems shall be geographically diverse to support redundancy.

**2.12 Monitoring/Management**

AT&T shall provide Monitoring and Management for the Customer-provided Acme Packet Session Border Controllers ("SBC"). Monitoring and Management includes: (1) up/down isolation; (2) Toll Free number to access the ACTS; and, (3) monitoring for up to 15 Simple Network Management Protocol ("SNMP") traps, as identified by Customer if Customer has in excess of 15 potential SNMP traps.

Monitoring and Management excludes: (1) Software Maintenance; (2) Hardware Maintenance; and, (3) Change Management. As a condition of the Monitoring and Management, Customer shall: (1) separately obtain the Acme Packet Premium Service Support Plan; (2) provide MIB definitions; (3) provide VPN tunnel access to devices; and, (4) where applicable, identify the specific SNMP traps to be monitored.

**3. Installation/Implementation**

**3.1 Project Management**

AT&T will assign a Project Manager to interface directly with Customer and to have overall responsibility for the implementation. The Project Manager will schedule a kickoff meeting to begin the project. The kickoff meeting outlines the installation process and is the first step to initiate the project. Upon completion of the kickoff meeting, the Project Manager will assemble a project team to conduct a technical interview with Customer to review Customer's Order, and to determine the technical requirements for implementation.

The Project Manager and a Customer Administrator will work together to establish a Project Schedule that will outline all tasks, timeframes for completion, and the responsible party per task. Once the Project Schedule is finalized, all tasks will be completed in the order and timeframes listed in the Project Schedule. A typical installation entails a technician on site to install the hardware, set the phones, and to provide Help Desk. The Project Management responsibilities of each party are detailed below.

**3.1.1 AT&T Responsibilities.** AT&T shall:

- (a) Assign a Project Manager to be the Single Point of Contact (SPOC) through Service Activation.
- (b) Assign an AT&T Operational Manager to be the SPOC for ongoing maintenance after the Service Activation Date.
- (c) Provide Customer written confirmation that the Customer Order is processed and ready to initiate service request.
- (d) Assign Project Manager to work with Customer
- (e) Set up kickoff meeting with Customer Administrator.
- (f) Set up Database collection meeting.
- (g) Conduct Database collection meeting. AT&T's Project Manager will educate the Customer Administrator on HVS features

- (h) Review submitted database.
  - (i) Send confirmation to Customer Administrator that database is accepted for new service.
  - (j) Initiate database build process.
  - (k) Schedule an AT&T Technician on site to install gateways and phones (if installation services are purchased).
  - (l) Print Detail Sheets.
  - (m) Provision and drop ship phones to requested Customer location.
  - (n) Provide a Help Desk after phones are placed and new service goes live.
- 3.1.2 Customer Responsibilities.** Customer shall:
- (a) Submit new requests in the AT&T-designated format.
  - (b) Designate a Single Point of Contact (SPOC) to work with AT&T during the installation process for each new installation.
  - (c) Configure and install any CPE (SBC/Gateway) not provided by AT&T.
  - (d) Provide Customer Administrator(s) to attend the kickoff and database collection meetings. The database collection meeting is to train the Customer Administrator to collect the necessary database information for AT&T's station database build process.
  - (e) Provide Purchase Order to meet cutover timelines.
  - (f) Provide required end user phone settings to AT&T. The information must be received based on the time requirements set by AT&T.
  - (g) Perform any desktop or server configuration changes if required.



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**3.1.3 Customer Administrator Responsibilities.** Customer Administrator shall:

- (a) Be available to attend the kickoff and database collection meetings.
- (b) Gather the requirements for each User's phone
- (c) Review, update, and provide in Microsoft® Excel® format location and network information prior to the start of the installation. Such information shall include:
  - Location information:
    - office or cubicle number and location
    - jack number and location
  - Network information
    - Voice VLAN (if any)
    - PC VLAN (if data connection is provided via the phone)
- (d) Submit collected information on the agreed upon timeframe with the AT&T Project Manager.
- (e) Provide necessary sign-off on database information in order for the database build process to be initiated. Any database changes after sign-off will require a MAC form.
- (f) Notify end users of installation task and timelines.
- (g) Be available during the installation and Help Desk to address technician's questions.
- (h) Sign acceptance notice that job is complete.
- (i) Prior to start of deployment activities, provide up-to-date documentation that identifies location of all existing users. Documentation to include: building name, floor, office/cubicle number and station jack number.
- (j) Ensure that all required network patch cords are provided and installed by Customer in remote IDF Closets to support proposed VoIP instruments.
- (k) Ensure that existing transport equipment designated for removal is staged and ready to de-install.
- (l) Ensure Customer-provided distribution and station cable connections (for analog devices only) are provided and installed. Such installation to include any required frames, backboards, terminal blocks, and patch panels.
- (m) Ensure that any required distribution and station cable (for analog devices only) are provided, installed, and terminated.
- (n) Ensure that any required riser and station cross connects/patch cords (for analog devices only) are provided and installed.
- (o) Ensure that any required station jacks/information outlets are provided and installed.
- (p) Ensure network access to the HVS is provided to AT&T for remote administration, troubleshooting, and installation activities.

**3.1.4 Customer Responsibilities for Equipment Room and Hardware Installation.** Prior to AT&T commencing installation, Customer shall:

- (a) Ensure Customer-provided cable plant and equipment are in acceptable condition and that sufficient cable pairs are available.
- (b) Ensure all cable plant activities performed by other than AT&T must be complete and tested prior to the start of AT&T's installation activities unless otherwise agreed to by AT&T and Customer.
- (c) Ensure that sufficient space is available in the existing AT&T equipment room(s) to set and place the AT&T equipment.
- (d) Ensure access to work areas and parking at installation site is provided for AT&T during Normal Business Hours or outside of Normal Business Hours if required twenty-four hours a day, seven days a week to complete some tasks.

In the event Customer does not comply with the Customer Responsibilities above, AT&T shall assess additional charges for:

- (a) AT&T time spent on problems that arise during the installation that are a result of non-AT&T provided cable plant and/or equipment are not included in the quoted price;
- (b) Relocation of existing equipment prior to installation or following the Service Activation Date;
- (c) Changes to the installation date made less than 14-calendar days prior to the scheduled Service Activation Date. Change requests received with shorter notice may result in additional charges or significant schedule changes to complete any remaining work, or both.

**3.1.4 Customer Requirements Regarding Cable, Plant and Reused Cable Plant**

Cable, cable plant and equipment are provided and are the responsibility of Customer. AT&T does not warrant new or reused cable plant. In the event Customer cannot meet the cabling requirements/specifications, AT&T will use reasonable efforts to work around any deficiencies, but AT&T cannot guarantee the quality of voice service and AT&T cannot be held responsible.

**3.1.4.1 Customer Requirements Regarding Existing Cable Plant Reuse Specifications**

AT&T generally accepts Customer cable plant and equipment as acceptable if the condition of such cable plant and equipment conforms to the minimum requirements below. AT&T reserves the right to accept or reject the condition of cable following inspection of such cable plant and equipment by AT&T prior to or during installation. Customer represents, understands and agrees:

- (a) Customer has sufficient LAN/WAN cabling and a transport infrastructure that will fully satisfy the stringent



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requirements of IP Telephony communications for all intra-premises and inter-premises call control and voice communications transmissions as determined by AT&T.

(b) Customer shall ensure all Ethernet switches and IP WAN routers will be equipped and programmed to satisfy QoS and security standards necessary to support voice communications.

(c) Customer will ensure pertinent bandwidth, latency, packet loss, and echo issues will be addressed in the design and implementation.

(d) Customer shall ensure each station user's work area will be supported by a minimum of one (1) four-pair, Category 5E (RJ-45) or higher station cable for LAN. The RJ-45 connectors will be either wall mounted or mounted in the modular furniture throughout the office environment.

(e) Customer shall provide RJ-11 connectors, if required.

(f) Customer has sufficient network connectivity (as determined by AT&T) to each building served by AT&T HVS in a campus environment.

(g) Customer has sufficient cable pairs from the Main Equipment Room to each local wiring closet to support all required Analog circuits.

(h) The installation cost for this proposal is based on reuse of the existing station wire, riser cable and outside plant.

(i) Customer shall remediate any cable plant and equipment conditions identified by AT&T prior to or during installation. Customer understands the failure to remediate such conditions may prevent or delay AT&T from utilizing such cable plant and equipment, and may also prevent or delay installation and Service Activation of AT&T HVS. AT&T reserves the right to charge customer for time and materials, including truck roll charges associated with the Customer delay.

**3.1.4.2 Customer Requirements regarding Cable.** Customer shall provide:

(a) Cable meeting the industry standard requirements for VoIP cable specifications. Such standards will be provided to Customer by AT&T upon request. All cable must comply with NEC Article 800 specifications.

(b) Exchange cable (copper outside plant distribution), meeting characteristics of either REA PE-39 or PE-89. (Analog). Equivalent fiber is an acceptable alternative.

(c) Riser cable (inside plant distribution meeting characteristics of Insulated Cable Engineers Association for Communications Wire and Cable for Wiring of Premises (Publication S-80-576) or REA PE-71.

(d) Station wire for AT&T analog station instruments meeting Category 3 or better characteristics of ANSI/TIA/EIA 568B. Category 3 characteristics are the minimum for 10BaseT/data applications.

(e) Station wire for AT&T VoIP station instruments meeting Category 5e or better characteristics of ANSI/TIA/EIA 568B. Category 5e characteristics are minimum bandwidth requirements for VoIP applications.

(f) Installations meeting National Electrical Code (NEC), UL, REA and all local fire and building codes pertaining to new telecommunications system installations.

(g) Copper cable to support Analog devices without multiples or bridge taps.

**3.2 Data Base Changes**

AT&T requires that Customer provide station database collection information (including User Name, Phone type, button template, extensions that appear on phone etc.). The ACTS will provide assistance to designated Customer resources for technical consultation. The AT&T Help Desk will provide assistance to the Customer Administrator for technical consultation. Customer will be charged the then current applicable professional services rate if Customer requires AT&T assistance to modify the database information, or if AT&T is required to reformat the database information. Data Base requirements and conditions are as follows:

(a) Customer Administrators may be referred to a web-based application that supports the provisioning process for Group/Dept Administrators. Provisioning functions include: users, user features, user profiles, and templates (the "OpEasy Tool") to submit Move, Add, Change, (MAC) requests. A MAC charge may apply.

(b) Database Freeze begins at Database Sign-off. Only critical changes should be made to the database at this time. All changes must be documented in the Moves, Adds, and Changes (MAC) Log and provided to the Implementation and Design Specialist. After initial Service Activation Date, any MAC's that AT&T is required to perform will be billable at the current applicable MAC rate. Database Freeze ends at Cutover per phase. A Customer-provided HVS trained resource may perform post-Cutover MACs.

(c) Customer shall provide database to AT&T via CSV file (or other approved format). The database shall be imported into the HVS Database entry tool. If the database provided per the specifications via the CSV file does not have all of the information requested by AT&T, the coordinator will be responsible to enter the remaining database. The format for the database requirement will be provided in the database workshop.

(d) Customer responsibilities with respect to Database Collection include:

a. Provide coordinator(s) to attend a Database Collection Session for training on how to collect all necessary database information for station database build process.

b. Provide Group Administrator(s) to attend the kickoff and database collection meetings

c. Provide Change Order to meet cutover timelines

d. Provide required end user phone settings to AT&T. The information must be received based on the time requirements set by AT&T. Customer will take responsibility for HVS database at completion of scheduled Service Activation Date.



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### **3.3 Training**

AT&T will provide web based training for phones and assistants. AT&T will also provide phone user guides electronic source documents for use consistent with the Documentation license above.

#### **3.3.1 Web Based Training**

AT&T will assign a URL to access the AT&T HVS web based training content and assign a system wide log-in and password (Web Based Training). The Web Based Training for the end user is delivered in tiered levels as required. AT&T will provide Customer a description of Web Based Training options that Customer may select for use. Training topics include; User Training, HVS Assistant Toolbar, HVS Receptionist and HVS Unified Messaging. Customer Administrators will be provided with web based portal access to access Web Based Training.

#### **3.3.2 On Site Training**

On Site training will cover functionality, feature usage, voice mail, and assistant overview for the features purchased per location is available at an additional price on an as needed basis.

### **3.4 Test and Turn Up Support**

AT&T will provide remote Help Desk support via ACTS during Normal Business Hours. Upon completion of the Test and Turn Up, AT&T will provide a document that includes a toll-free phone number and procedure for direct ACTS support. Upon completion of a new installation all issues should be reported to the ACTS for resolution.

## **4. Remote Technical Support**

### **4.1 HVS Managed Service Technical Support Overview**

AT&T's Customer Technical Support (ACTS) organization is Customer's single point of contact for problem notification, escalation, and resolution at remote sites that are connected to a pre-provisioned, direct network minimum point of entry (MPOE) and that have pre-tested network connectivity and addressing.

- (a) The ACTS operational center is staffed 7x24x365 by trained Support Engineers.
- (b) Non- critical issues are supported during Normal Business Hours. Night and weekend rates apply based on the rates set forth in Attachment D
- (c) Critical issue support is available 7x24x365.
- (d) The Customer Administrator shall provide ACTS the Site AIN (as described above) for access to trouble ticket tracking and the ACTS Call Center. A password may be required.

### **4.2 Reported Issues**

Issues are to be reported to ACTS by a designated Customer resource via the provided toll-free number for the ACTS call center. Impact Level, Severity levels, supports Tiers and the resolution SLO is detailed in this section. All support requests are documented into the ACTS database and assigned an Incident Report (IR) number. When the IR is documented, the Customer contact will receive a confirmation e-mail indicating the problem description and IR number. Upon closure of an IR, a secondary e-mail notification with details of the problem resolution and/or corrective action is sent to the Customer contact. The Customer contact will have access to view both open and closed IRs related to their site, including all the resolution notes pertaining to each ticket.

Customer shall provide Tier 1 Support through the Customer on site personnel.

AT&T shall personnel shall respond to Tier 2 through 4 support with the following functional responsibilities and hierarchy of escalation:

- (a) Tier 2 Support: The ACTS operational Center 24x7, 365 days a year
- (b) Tier 3 Support: Senior support engineers
- (c) Tier 4 Support: R&D Engineering support from Aastra and Third Parties

"Production Systems" are defined as the core Application, Network, Media and provisioning servers which include Voicemail, Meet-Me Conferencing and Call Center applications and connectivity to the cores.

#### **4.2.2 Impact Levels - Defined**

Customer shall contact AT&T and inform AT&T of an event impacting the service. At the time the Customer contacts the ACTS, ACTS will, in the exercise of its reasonable discretion, assign the event an Impact Level based on the criteria set forth below.

**Impact Level - Severity 1** - Issues on Production Systems that severely affect call processing or traffic for a significant number of the Customer population and require immediate corrective action. This also includes events where 911 emergency calls are not working and there is no functional workaround. Customer may specify a "Critical Lines" list, (e.g., PSAP outbound lines, Nuclear Material monitoring lines, the President's Office) that will be treated as Severity 1 issues. A loss of Production Systems will be handled as a Severity 1 Incident.

**Impact Level - Severity 2** - Issues that significantly affect operation of a Production System or administration and requires prompt attention including degradation of system performance.

**Impact Level - Severity 3** - Issues that do not significantly impair the functioning of the Production System and do not significantly affect availability of basic service to Customer.

- There is a functional workaround
- Partial feature unavailability to Users



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- Maintenance or backup processes are significantly impacted
- Any redundant component that successfully fails over and redundancy is restored

**Impact Level - Severity 4** - Issues or requests that do not affect the availability or performance of the production system

**4.2.3 Trouble Escalation/Resolution Service Level Objective**

**4.2.3.1 Service Impact Level - Severity 1**

For events reported by Customer via the telephone, ACTS will commence investigation of the reported issue within 15 minutes of receipt of such report. For events reported by Customer via the on-line ticketing system, ACTS will commence investigation of the reported issue within 30 minutes of receipt of such report. ACTS will escalate reported events to the next level of help desk support based upon the following guidelines:

Tier 2 to Tier 3: less than 1 hour

Tier 3 to Tier 4: less than 4 hours

Restoration Objective - provide restoration of service in less than 4 hours from the time Customer is notified by the ACTS the severity of the issue is Severity 1.

**4.2.3.2 Service Impact Level - Severity 2**

For events reported by Customer via the telephone, ACTS will commence investigation of the reported issue within one hour of receipt of such report. For events reported by Customer via the on-line ticketing system, ACTS will commence investigation of the reported issue within 2 hours of receipt of such report. ACTS will escalate reported events to the next level of help desk support based upon the following guidelines:

Tier 2 to Tier 3: less than 4 hours

Tier 3 to Tier 4: less than 8 hours

Restoration Objective - provide restoration of service in less than 1 Business Day from the time the event is acknowledged by ACTS and Customer is notified of the severity of the issue.

**4.2.3.3 Service Impact Level - Severity 3**

For events reported by Customer via the telephone, ACTS will commence investigation of the reported issue within one Business Day of receipt of such report. For events reported by Customer via the on-line ticketing system, ACTS will commence investigation of the reported issue within 2 Business Days of receipt of such report. ACTS will escalate reported events to the next level of help desk support based upon the following guidelines:

Tier 2 to Tier 3: as needed

Tier 3 to Tier 4: as needed

Restoration Target: Service restoration is situation dependent. AT&T will make commercially reasonable efforts to resolve the problem promptly, but makes no commitments on resolution time.

**4.2.3.4 Service Impact Level - Severity 4**

For events reported by Customer via the telephone or via the on-line ticketing system, ACTS will commence investigation of the reported issue within a commercially reasonable time.

Escalation

Tier 2 to Tier 3: Commercially Reasonable time

Tier 3 to Tier 4: Commercially Reasonable time

Restoration/Resolution: Situation dependent - will make commercially reasonable efforts to resolve the issue or provide a response in a timely manner.

**4.4 Monitoring Notification**

The AT&T Network Operations Center monitors all components of the AT&T HVS solution (excluding Customer owned CPE) 7x24x365. A&T HVS includes a suite of management tools called OpEasy. OpEasy detects and documents issues into the database and assigns an Incident Report (IR) number. The same Documentation, processed as Customer Reported issues, will be emailed to Customer Group Administrator. Documentation will also be emailed to designated AT&T personnel (Service Manager, Service Assurance). OpEasy consists of the following System Monitoring tools:

Aggregates SNMP messages;

- "Phone home" to HVS (if enabled, allows Customer staff to get SNMP alarms and server alerts);
- Local notification via email; this is an additional method of notification of
  - Voice Quality Statistics
  - System Performance
  - Load Monitoring
  - Hardware Level Monitoring

**5. Change Control**

AT&T's Change Control process facilitates the necessary technical and operational coordination planning and execution for both AT&T and Customer. The process automatically archives every request into the HVS database. Access to the Change Control process is facilitated by the Op Easy WEB portal (the online application for the Change Control process) and requires authentication based on a Customer specific ID and password. The Change Control Process is required for any change to this SOW or Customer Order.



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**5.1 New Releases and Upgrades:**

**5.1.1 Standard Maintenance:** AT&T will provide a schedule of standard maintenance windows for upgrades and patches. All standard maintenance will be performed during Normal Business Hours.

**5.1.2 Emergency maintenance:** Where reasonably practicable, AT&T will give Customer 24 hours' notice of the need for the maintenance and a summary of the potential impact. Emergency maintenance may occur at any time.

**5.2 Firmware upgrades on end points:** AT&T will perform firmware upgrades on end points after Normal Business Hours. AT&T will give Customer one week's notice on firmware upgrades.

**5.3 Network Maintenance:** The network trunks to a Customer Site will terminate on Customer-owned and managed equipment. The two network connections to Customer will not have maintenance performed simultaneously. AT&T will notify Customer of planned maintenance windows.

**6. Hardware Support**

**6.1 Terminal, Site Edge, and Gateway Support**

AT&T will only provide support for any site terminal, edge device or gateway that is listed on the AT&T approved HVS Certified Edge Devices and Gateways equipment list.

**6.1.1 HVS Certified Terminals, Site Edge or Gateways (collectively "Devices"):** AT&T may support Devices for which a Broadsoft PCG exists and required features have been tested by Broadsoft.

**6.1.2** AT&T will not provide support, including firmware upgrades and isolating/resolving device firmware issues, for any Device that is not purchased from AT&T. If a problem is isolated as related to non-AT&T provided Devices, AT&T will not be responsible for its repair or replacement. AT&T will refer Customer to the Device vendor for device replacement or resolution. Customer will also be given an Incident Report (IR) number that can be referenced by the vendor if additional information or consultation is required.

**6.1.3** AT&T does not provide any Device repair or parts replacements required due to: (a) repair of AT&T provided Devices by other than AT&T or its authorized representative, (b) unauthorized modification, alteration or changes to AT&T provided Devices by other than AT&T or its authorized representative, (c) negligence or damage other than caused by AT&T or its authorized representative, (d) abuse of products other than caused by AT&T or its authorized representative, (e) Force Majeure events, (f) connection of non-compatible equipment other than by AT&T or its authorized representative, and (g) any problems induced by other than AT&T or an AT&T authorized representative.

**6.1.4** Changes to the AT&T provided Devices, including but not limited to repair, modification, service, additions, removal, or replacement by other than an AT&T authorized representative must be performed under the direction of an AT&T authorized representative with written preauthorization from AT&T. Any changes made to the AT&T provided terminal devices outside of this condition may void the warranty, if any, on the hardware and negate any support agreements associated with or dependent on the functionality of the specific hardware. In addition, if the result of unauthorized work requires additional service by AT&T to restore the product to operating condition, such services may be provided, at AT&T's sole discretion, at AT&T's then applicable time and materials rates and terms. If AT&T determines that it will not restore the products to such operating condition, AT&T will have no further responsibility for maintaining those products, including any otherwise applicable service level commitments, however identified. Any exceptions to these policies will only be approved on a case-by-case decision at AT&T's sole discretion.

**7.0 Definitions**

Definitions of terms used in this HVS Service Description	
Term/Abbreviation	Definition
911	In the US, by dialing the three-digit code 911, the caller can originate an emergency call to the local public safety answering point.
AT&T Equipment	The equipment owned and provided by AT&T that is necessary to use FBB. Generally consists of a router and a diagnostic modem.
ACD	AN Automated Call Distribution is a telephone facility that distributes and manages incoming calls to a specific group of users called agents.
ACTS	AT&T Customer Technical Support.
Agents	An agent is member of Call Center is responsible for receiving incoming calls
AT&T POP	Point of Presence – a location at which a service provider provides access to its network. A location may be an AT&T POP for one or more purposes.
Business Days	Weekdays excluding holidays locally recognized by AT&T
CSV File	A comma separated file. Used to store tabular data in plain text format.



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Definitions of terms used in this HVS Service Description	
Term/Abbreviation	Definition
	Plain Text means that the file is a sequence of characters in binary format
Customer Premises Equipment (CPE)	All communications equipment located on the Customer's premises; owned, leased, or rented by the Customer; connected to a public or private network through a network interface of some sort; and on the Customer side of the demarcation point (demarc). CPE primarily refers to voice equipment, including telephone sets, key equipment, PBXs, ACDs, and peripheral equipment such as answering machines.
Customer Administrator	The Customer Administrator is the primary point of contact for the customer in communicating with AT&T concerning business matters related to HVS
E911	In the US, enhanced 911 enables call originating location information to be transmitted to the appropriate PSAP. HVS Customers are responsible for providing AT&T with the Registered Location of each User for purpose of facilitating E911 functionality for HVS originated calls. Customer must acknowledge its understanding of the circumstances under which E911 service may not be available with HVS originated calls, and agrees to advise each User of the limitations and conditions. Such circumstances include, but are not limited to, relocation of the User's Customer Premise Equipment (CPE), use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database. E911 also enables the PSAP to originate a call back to the calling number. See the Registered Locations, 911, E911 and Emergency Calling advisories in this Service Description (e.g., sections cross-referenced below).
IMAP	Internet Message Access Protocol is a protocol for email retrieval The current version. IMAP Version 4 revision 1 is defined by RFC3501.
IP Phone	An IP phone is a device that uses voice of Internet Protocol (IP) technologies for placing and transmitting telephone calls over an IP network.
Local Calling Area	the geographic area used by local exchange carriers to set rate boundaries for billing.
Local Calls	In the US, Calls between locations within an area defined by the local exchange carrier as "local".
Local Survivability Option	The Site Survivability feature provides backup calling capabilities to or from the PSTN or within the Customer LAN should there be a connectivity failure to the Wide Area Network caused by failure of one or more of the following: provider edge router; Customer edge router; HVS Session Border Controller; or The HVS application server.
MIB	Management Information Base is a database used for managing entities in a communication
Normal Business Hours	Weekdays between 8 a.m. and 6 p.m. local time, excluding holidays locally recognized by AT&T.
Op Easy	OpEasy is a web-based application that supports the provisioning process for Group/Dept Administrators. Provisioning functions include:





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Definitions of terms used in this HVS Service Description	
Term/Abbreviation	Definition
	users, user features, user profiles, and templates
PSAP (Public Safety Answering Point)	In the US, a community-designated answering point which answers emergency 911/E911 calls and takes mandated steps to have the necessary emergency response team dispatched. Customer is advised by AT&T of the notable difference between access to the PSAP when a 911/E911 call originates from a VoIP system versus traditional wireline services. Customer is responsible for ensuring all Users are aware of these differences.
Service Activation Date	Service Activation Date is the day the Service Component or Feature is made available for use by Customer.
SNMP	Simple Network Management Protocol is an Internet protocol for managing devices on IP networks
SIP 2.0	Session Initiated Protocol 2.0 is a signaling communications protocol used for controlling multimedia communications session such as voice and video over Internet Protocol (IP) networks.
Supervisor	A supervisor is a feature within an ACD that enables management of an ACD. This feature is typically used by a team lead or manager of the Call Center to control agents and inbound call
Test and Turn Up	the day upon which FBB is tested by AT&T and is activated for Customer use at a Site.
Template	A predefined telephone device type used to streamline implementation and to provide consistency in the deployment of device configurations across an organization
Unified Messaging	Unified Messaging provides voice message access via both the standard voice-based telephone user interface and as a voice message attached and delivered in the User's Email inbox. The Unified Messaging option is included with the HVS Premium Seat
Voice over Internet Protocol (or VoIP)	Is a technology that allows telephone calls to be made over computer networks like the Internet. VoIP converts analog voice signals into digital data packets and supports real-time, two-way transmission of conversations using Internet protocol (IP). The Internet Protocol (IP) is the principal communications protocol used for relaying datagrams (packets) across an internetwork using the Internet Protocol Suite. Responsible for routing packets across network boundaries, it is the primary protocol that establishes the Internet.



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**ATTACHMENT A: AT&T HVS Features Matrix**

AT&T HVS Feature Package	Basic Feature Package	Premium Feature Package	Chargeable Options
Account Codes		x	
Alternate Numbers		x	
Anonymous Call Rejection		x	
Authentication	x	x	
Authorization Codes		x	
Auto Attendant		x	
Auto Attendant Greeting Recording	x	x	
Auto Callback		x	
Automatic Hold/Retrieve		x	
Barge-In Exempt		x	
Blind Call Transfer	x	x	
Call Center User – Basic			x
Call Center User – Standard			x
Call Center User – Premium			x
HVS Anywhere		x	
HVS Assistant – Enterprise		x	
HVS Receptionist – Enterprise			x
HVS Agent Client			x
HVS Supervisor Client			x
Busy Lamp Field		x	
Call Capacity Management (Configured by SP)	x	x	
Call Forwarding Not Reachable	x	x	
Call Forwarding Always (Remote Access on Voice Portal)	x	x	
Call Forwarding Always (Ring Splash option included)	x	x	
Call Forwarding Busy	x	x	
Call Forwarding No Answer	x	x	
Call Forwarding Selective (Ring Splash option)		x	
Call Intercept Group	x	x	
Call Intercept User	x	x	
Call Notify		x	
Call Park		x	
Call Pickup		x	
Call Return	x	x	
Call Screening by Digit Patterns		x	
Call Trace	x	x	
Call Transfer	x	x	
Call Transfer with Third Party Consultation	x	x	
Call Transfer with Three-Way Consultation	x	x	
Call Waiting	x	x	
Calling Line ID Blocking	x	x	



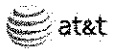
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Calling Line ID Blocking Override		x	
Calling Line ID Blocking per Call	x	x	
Calling Line ID Delivery	x	x	
Calling Line ID Delivery Enhancement (Configured by group administrator or above)	x	x	
Calling Name Delivery	x	x	
Calling Number Delivery (R17SP2)	x	x	
Cancel Call Waiting	x	x	
Charge Number	x	x	
Classmark	x	x	
Client Call Control (used for third-party clients)	x	x	
CommPilot Call Manager – Blind Call Transfer		x	
CommPilot Call Manager – Call Hold		x	
CommPilot Call Manager – Call Transfer		x	
CommPilot Call Manager – Calling Line ID Delivery		x	
CommPilot Call Manager – Dial and Last Number Redial		x	
CommPilot Call Manager – Phone Lists (Group, Personal, Call Log)		x	
CommPilot Call Manager – Send to Voicemail		x	
CommPilot Call Manager – Three-Way Calling		x	
CommPilot Call Manager – Transfer with Consultation		x	
CommPilot Express		x	
CommPilot Group Web Portal	x	x	
CommPilot Personal Web Portal		x	
Communication Barring User-Control	x	x	
Connected Line Identification Presentation	x	x	
Connected Line Identification Restriction	x	x	
Configurable Calling Line ID	x	x	
Configurable Extension Dialing	x	x	
Configurable Feature Codes	x	x	
Consultation Hold	x	x	
Custom Ringback – Audio	x	x	
Department Administrative Layer	x	x	
Direct Inward/Outward Dialing	x	x	
Directed Call Pickup		x	
Directed Call Pickup with Barge-In		x	
Directory Number Hunting		x	
Distinctive Alert/Ringing		x	
Diversion Inhibitor		x	
Do Not Disturb (Ring Splash option)		x	
Emergency Zones	x	x	
Enhanced Equal Access Provisioning	x	x	
Enhanced Equal Access Provisioning	x	x	
Enhanced Outgoing Calling Plan		x	
Enhanced Privacy On Hold		x	
Enterprise Voice Portal	x	x	
Extension Dialing	x	x	
External Source for Music On Hold		x	



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Flash Call Hold	x	x	
Forwarded Calling Plan	x	x	
Group Resource Inventory Report	x	x	
Home Zones (Configured by SP)	x	x	
Hoteling		x	
Hunt Group Enhancement (Assigned only to Hunt Groups)	x	x	
Hunt Groups	x	x	
Immediate Voice Mail		x	
In-Call Service Activation		x	
Incoming Calling Plan	x	x	
Instant Group Call		x	
IP Phone Support		x	
Last Number Redial	x	x	
Lawful Intercept	x	x	
Lawful Intercept	x	x	
LDAP Integration	x	x	
Legacy Automatic Callback (R17SP2)		x	
Location-based Call Restrictions (R17SP2)		x	
Loudspeaker Paging	x	x	
Malicious Call Trace – Enhancement to Call Trace capabilities (Configured by system provider)	x	x	
Meet Me Conferencing			x
Multipath Forwarding	x	x	
Multiple Call Arrangement		x	
Music On Hold		x	
MWI Delivery to Mobile Endpoint		x	
Network Wide Messaging		x	
N-Way Calling		x	
Outgoing Calling Plan	x	x	
Outlook Integration		x	
Parking Stations		x	
Personalized Name and Greeting Recording (Personal)	x	x	
Physical Location	x	x	
Pre-alerting Announcement (R17SP2)		x	
Printable Group Directory	x	x	
Priority Alert/Ringing		x	
Push To Talk		x	
Remote Office		x	
Selective Call Acceptance		x	
Selective Call Rejection		x	
Sequential Ringing		x	
Series Completion	x	x	
Service Packs	x	x	
Service Scripts – Group	x	x	
Service Scripts – User	x	x	
Shared Call Appearance		x	
Shared Call Appearance - Enhanced		x	
Simultaneous Ring		x	



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SIP TCP	x	x	
SIP Trunking Seat			x
Soft Client Support		x	
Speed Dial 100		x	
Speed Dial 8		x	
Third-Party Voicemail MWI	x	x	
Third-Party Voicemail Support	x	x	
Three-Way Calling	x	x	
Transferred Calling Plan	x	x	
Two-Stage Dialing		x	
User-Managed Privacy		x	
Video Add-On		x	
Video Auto Attendant		x	
Video Call Intercept (Covers both user and group licenses)	x	x	
Video Call Intercept (Covers both user and group licenses)	x	x	
Video Music On Hold		x	
Voice Mail Only Seat			x
Voice Portal	x	x	
Voice Portal Calling		x	
Web Portal Call Logs	x	x	
Wireless Dialing		x	



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**Attachment B – Soft Clients**

NONE

**Attachment C – Phone Set and Equipment**

HVS supports the following Equipment.

**HVS Certified Edge Devices & Gateways**

- AudioCodes MediaPack 1xx Series Analog Gateways
- AudioCodes Mediant 1000 Modular Gateways
- AudioCodes Mediant 2000 Digital Gateways
- EdgeMarc 4508 Series Appliances
- EdgeMarc 5300 Series Appliances

**Acme Packet Session Border Controller ("SBC's")**

- Virtual Machine Edition
- Server Edition 25-250
- 3820
- 4500

**HVS Certified Terminals**

- All Aastra SIP Terminals
- Polycom model numbers 321, 331, 450, 560, 550, 650
- Conference phones include the Polycom 6000 and 7000 series devices



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**Attachment D Pricing**

AT&T will provide customer Hosted Voice Services mentioned above on a per seat basis at pricing shown below in Table 1. Pricing has a minimum seat commitment as shown in Table 1 and is based upon a **thirty six (36)** month contractual term. Taxes and shipping charges if any may apply and are extra.

**Table 1 – Seat License Monthly Rates**

Item #	Item	Product Description	Unit Price	QTY	One-Time Charge	Monthly Price
	<b>HVS Monthly Service</b>					
1	HVS Standard IP stations without Voice Mail		\$7.97	80		\$637.60
2	HVS Premium IP stations with Voice Mail		\$12.00	370		\$4,440.00
3	Voice Mail Only		\$8.74	0		\$0.00
4	SIP Trunk Seat - per CC		\$11.96	1		\$11.96
	<b>Call Center</b>	<b>Per Seat - Incremental to Seat Prices above</b>				
5	Standard Agent		\$5.55	0		\$0.00
6	Premium Agent		\$15.15	0		\$0.00
7	Call Center Supervisor w/ Client		\$30.85	0		\$0.00
8	Lync Client		\$13.00	0		\$0.00
9	Broadtouch Communicator Client		\$15.00	0		\$0.00
10	Receptionist Seat		\$55.00	0		\$0.00
11	Meet-Me-Conferencing a Port/Month (ports are Pooled)		\$8.00	0		\$0.00
	<b>Installation</b>					
12	Installation - Site Setup Charge (10 sites, 0 handsets)		\$406.77	10	\$4,067.70	
	<b>Phone Sets</b>					
14	Aastra 6867i Phone (No AC Adapter)		\$69.00	455	\$31,395.00	
15	Aastra M680i Expansion Module		\$59.99	13	\$779.87	
16	Non-Aastra endpoints		\$40.00	0	\$0.00	
	<b>Additional Options</b>	None				
					<b>One-Time Charge</b>	<b>Monthly Charges</b>
		<b>Totals</b>			<b>\$36,242.57</b>	<b>\$5,089.56</b>



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Additional Hourly rate; Normal Business Hours;	\$175.00
Off Hour Hourly rate; non Normal Business Hours;	\$250.00
Expedite Charge; per Incident	\$210.00
Re-Schedule or Cancellation Charge; per Incident	\$310.00
Site re-visit; assumes two (2) hours on-site min.	\$350.00
Customer Not Ready Charge; per Incident	\$310.00

1. Equipment price quote is valid for 30 Days.
2. Non-BVoIP rates centers require additional PSTN connectivity, not included in rates above.
3. All sites require dedicated 1FB, not included in rates above.
4. Access is required to the AT&T network, not included in rates above.
5. PSTN access is required for site resiliency, not included in rates above.
6. Installation Unit Rates are indicative. Fixed pricing will be estimated on a per site basis using specific quantities provided by the Customer. The Change Management process as described in HVS SOW Section 5 Project Governance will be used to approve installation estimates.
7. This Quote does not include a Network Performance Analysis or Readiness Assessment for existing network integration unless otherwise specified.
8. Analog Gateways are optional. Installation of analog gateways is not included in equipment pricing.
9. Quotes do not include pricing for any structured cabling, including DMARC extensions, unless specifically requested in the SCOPE. Structured cabling request may require third party installation and site surveys.
10. All installation work is based on normal business hours 8:00am to 5:00pm M-F, unless otherwise specified. After-hours, Weekends or Holidays will REQUIRE additional costs.
11. Internal field resource pricing has been used based on the submittal of complete and accurate order. Escalated time windows and delays in providing required documents carry the risk of internal resources becoming unavailable, which will force work to go out to a vendor for bid. Every attempt will be made to meet or beat quoted pricing, but there is always a risk of a pricing overrun which will be applied to the margin.
12. Travel and Expenses (T & E) will be charged on all projects wherever it applies and will be passed on at cost to the end user. T & E pricing is always budgetary, and final cost will need to be entered on a sales order and billed back to the customer. If there is no T & E listed on a quote, it will still be charged where it applies.
13. Any project requiring Erate or Federal pricing may be valid for longer than 60 days, according to Erate or Federal Guidelines.
14. As part of the installation, an overview of the features and configuration will be provided. This overview should not be considered a replacement for formal training delivered by Cisco or an approved training partner. Cisco, Global Knowledge and Skyline provide leader led classes to support in-depth training needs such as report generation or detailed configuration of network equipment (Call Manager, Unity, IPCC, E911, Cisco Works). The overview provided assumes the Customer has attended formal training or understands the technology and has a working knowledge of the components installed.
15. Customer is responsible for all rack space, power and all cabling.





**Pricing Schedule**  
**AT&T Network Integration Services and Equipment Resale**  
**("NI Pricing Schedule")**

**APPENDIX A: PURCHASED EQUIPMENT ORDER LIST (EOL) - OPTIONAL**

**Analog Gateways**

Item Number	Material	Description	List Price	Quantity	Unit Price
000050	MP118/80/SIP	including 8 FXO analog lines, single 10/100 BaseT, AC power supply, including G.711/723.1/726/727/729AB Vocoders, SIP	\$729.30	1	\$525.10

**Notes:**

1. Equipment pricing is valid for 30 days from the date of this response.
2. Taxes and shipping are not included.
3. Equipment maintenance pricing can be provided upon request.
4. Analog Gateway installation is not included in equipment pricing.

**Telephone Sets**

<b>Aastra Telephone Pricing</b> 28-Feb-14                      - Warranty pricing is separate		<b>Product Prices</b>	
Part Number	Item Description	MSRP	Client Price
80C00002AAA-A	Aastra 6867i 9-Line Gigabit phone (Promotional*)	\$229.99	\$69.00
	*Promotional phones must be installed prior to December 31, 2014 for promotional pricing. Otherwise A6867i is priced at \$172.49.		
80C00010AAA-A	M680i Expansion Module	\$79.99	\$59.99

**Notes:**

1. Equipment pricing is valid for 30 days from the date of this response.
2. Taxes and shipping are not included.
3. Handset maintenance pricing can be provided upon request.



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**APPENDIX B: SAMPLE CHANGE REQUEST FORM**

Type of Request:	
Initiator (Company):	
Change Request Received by:	
Price Impact:	
AT&T Additional Resources Req'd:	

Task Description:

Other information related to Change:

**Impact of Change**

*Provide a description of the impact of the change (increase in duration, delay in start, cut-over date change, added dependency, additional resources required change to design, change to baseline solution, other).*

**AGREED and ACCEPTED:**

**CUSTOMER:**

By: \_\_\_\_\_  
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

**AGREED and ACCEPTED:**

**AT&T**

By: \_\_\_\_\_  
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)



Pricing Schedule  
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**APPENDIX C: SAMPLE SERVICES ACCEPTANCE CHECKLIST**

LIST OF ACTIVITIES	Applicable	Completion date	Initial
<u>Customer Responsibilities</u>	√		
	√		
<u>AT&amp;T Responsibilities</u>	√		
	√		
	√		
	√		
	√		
	√		
<u>Delivery &amp; Checkout</u>	√		
	√		
	√		

**Customer Acceptance:**

By: \_\_\_\_\_  
(Authorized Representative)

(Typed or Printed Name)

(Title)

(Date)

**AT&T Acknowledgement:**

By: \_\_\_\_\_  
(Authorized Representative)

(Typed or Printed Name)

(Title)

(Date)



**Pricing Schedule  
AT&T Network Integration Services and Equipment Resale  
("NI Pricing Schedule")**

5 yr Contract

Agreement No.: MA UA

AT&T Network Integration Tracking ID: GBS192299.1

Date: June 13, 2014

<b>CUSTOMER Legal Name ("Customer")</b>	<b>AT&amp;T Corp. ("AT&amp;T") (designate other entity if signing entity other than AT&amp;T Corp)</b>	<b>AT&amp;T Branch Sales Contact Name</b>
Monroe County Government	AT&T	Name: Jeff Jordan
<b>CUSTOMER Address</b>	<b>AT&amp;T Corp. Address and Contact</b>	<b>AT&amp;T Branch Sales Contact Information</b>
Street Address: 100 W. Kirkwood City: Bloomington State / Province: IN Country: USA Domestic / Intl / Zip Code: 47404	One AT&T Way Bedminster NJ 07921-0752 Contact: Master Agreement Support Team Email : <a href="mailto:mast@att.com">mast@att.com</a>	Address: 240 N. Meridian St., Room 710 City: Indianapolis State / Province: IN Country: USA Domestic / Intl / Zip Code: 46204 Fax: Email: <a href="mailto:jj1535@att.com">jj1535@att.com</a> Sales/Branch Mgr: Ron Hoots SCVP Name: John Stuhrenberg
<b>CUSTOMER Contact</b>	<b>AT&amp;T Address and Contact</b>	<b>AT&amp;T NI Contact Information</b>
Name: Wendy Goss Title: Telecommunications/Office Manager Telephone: 812-349-2130  Email: <a href="mailto:wgoss@co.monroe.in.us">wgoss@co.monroe.in.us</a>	Name: Title: Telephone: Street Address: City: State / Province: Country: Domestic / Intl / Zip Code:	Name: Kerry Gates Telephone: 941-928-7036 Email: <a href="mailto:khgates@att.com">khgates@att.com</a>
<b>CUSTOMER Billing Address</b>		
Street Address: 501 N. Morton, Room 200 City: Bloomington State / Province: IN Country: USA Domestic / Intl / Zip Code: 47404		

This AT&T Hosted VoIP Service (HVS) NI Pricing Schedule Statement of Work (SOW) is attached to the referenced NI Pricing Schedule and made a part thereof upon execution. The Parties to this Statement of Work ("SOW") are AT&T Corp. ("AT&T") and **Monroe County Government** ("Customer"). AT&T reserves the right to withdraw this SOW or modify the prices and any other terms and conditions, including, but not limited to, any section of this SOW (i) if the SOW is not signed by Customer and AT&T by **July 11, 2014**, and/or (ii) the engagement does not commence within thirty (30) calendar days of the SOW Effective Date.

This SOW sets forth the rights and obligations of AT&T and Customer with respect to the AT&T HVS between AT&T and Customer. AT&T HVS is offered pursuant to the terms of this SOW and the terms and conditions of the AT&T Business Voice over IP (BVoIP) Services Service Guide as specified below, and to the General Provisions referenced in that Service Guide, both of which are available to Customer at: <http://serviceguidenew.att.com> which are incorporated herein by reference. The following sections of the AT&T BVoIP Service Guide apply to the AT&T HVS Service: SD-2.3, 2.4, 2.5, 2.6 (excluding 2.6.6.) as applicable to BVoIP Services Calling Plan B and C, SD-4.4, as well as other sections of the AT&T BVoIP Service Guide that are generally applicable to AD&T VDNA Services, but excluding all SLAs.

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found in the SG Library accessible at <http://new.serviceguide.att.com>. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.



**Pricing Schedule**  
**AT&T Network Integration Services and Equipment Resale**  
**("NI Pricing Schedule")**

This SOW is effective on the date on which the last party signs below ("SOW Effective Date").

**AGREED:**  
**CUSTOMER: Monroe County Government**

By: \_\_\_\_\_  
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

**AGREED:**  
**AT&T**

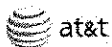
By: \_\_\_\_\_  
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

ATTUID: KG1763



**Pricing Schedule**  
**AT&T Network Integration Services and Equipment Resale**  
**("NI Pricing Schedule")**

**1. DEFINITIONS**

All other capitalized terms used but not defined in this NI Pricing Schedule have the meaning given them in the Agreement.

**"Origination Country"** means a country, specified in a Statement of Work ("SOW") or Equipment Order List ("EOL"), where title to and risk of loss in Purchased Equipment pass from AT&T to Customer.

**"Project Country"** means a country, specified in a SOW or EOL in which the Customer site is located to which the Purchased Equipment is delivered and where Customer will enjoy the benefit of related Services.

**"Purchased Equipment"** means equipment sold under this NI Pricing Schedule by AT&T to Customer. Purchased Equipment includes any internal code required to operate such Equipment.

**2. SERVICES and PURCHASED EQUIPMENT**

This NI Pricing Schedule states the terms and conditions governing Orders for AT&T services ("Services") and Purchased Equipment. Attached to this NI Pricing Schedule is a Statement of Work ("SOW") or an EOL (collectively, "Attachments"). Attachments are effective and become part of this NI Pricing Schedule upon the execution of this NI Pricing Schedule. AT&T may subcontract work to be performed under this NI Pricing Schedule but shall retain responsibility for all such work.

**3. ATTACHMENTS**

A. Unless earlier terminated as described below, an Attachment is deemed terminated when the parties' respective obligations have been fully performed or when it is otherwise terminated according to its terms.

B. In the event of an inconsistency among terms, the order of priority is: (i) the applicable Attachment; (ii) the NI Pricing Schedule and (iii) the Agreement.

**4. AFFILIATES**

A. Any AT&T Affiliate or Customer Affiliate may sign an NI Pricing Schedule in its own name and such Affiliate contract will be considered a separate, but associated, contract, incorporating the General Terms and Conditions of the Agreement and the terms of the NI Pricing Schedule (with the Affiliate being substituted for AT&T or Customer, as applicable); provided, however, that AT&T and Customer shall be responsible for their respective Affiliates' performance pursuant to such Affiliate contract.

B. For Services performed in, or Purchased Equipment delivered to, a country other than the Origination Country, the AT&T Project-Country Affiliate and Customer Project Country Affiliate identified in the Attachment will perform as outlined therein.

**5. INTELLECTUAL PROPERTY RIGHTS**

A. All intellectual property and proprietary rights arising by virtue of AT&T's performance of the Services are and will remain the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.

B. Customer shall retain those copies of any reports produced and furnished to Customer by AT&T ("Reports"), and Customer is hereby granted, under AT&T's copyrights, the perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.

C. AT&T hereby grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer by AT&T under this NI Pricing Schedule, solely for Customer's own internal business purposes during the term of this NI Pricing Schedule, or for such other purposes as may be mutually agreed in writing by the parties.

D. Except as otherwise specified herein, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this NI Pricing Schedule.

**6. WARRANTY**

The provision of Services and any deliverables hereunder shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains, as well as any standards set forth in the applicable SOW.

**7. NON-SOLICITATION**

Customer agrees not to solicit for employment any personnel of AT&T or its subcontractors or agents performing Services hereunder for one (1) year following the termination of this NI Pricing Schedule, or the applicable SOW, without the prior written consent of AT&T.

**8. TERM AND TERMINATION**

This NI Pricing Schedule shall remain in effect until terminated by either party on not less than thirty (30) days' prior written notice to the other party; *provided that*, the terms and conditions of this NI Pricing Schedule shall continue to govern, through completion of performance (or earlier termination), all Attachments in effect on this NI Pricing Schedule's termination date.



**Pricing Schedule**  
**AT&T Network Integration Services and Equipment Resale**  
**("NI Pricing Schedule")**

**9. INVOICING AND TAXES**

- A. Attachments specify the charges that Customer shall pay for Services and Purchased Equipment. Invoices for Services are issued monthly. Invoices for Purchased Equipment are issued upon shipment from AT&T's Purchased Equipment supplier. Invoices are payable within thirty (30) days of the invoice date.
- B. Invoices for Services will be issued by the AT&T Affiliate in the Project Country. Invoices for Purchased Equipment and maintenance will be issued by the AT&T Origination-Country Affiliate. Except where applicable law requires otherwise, charges will be stated by AT&T and payment shall be made by Customer in the currency of the country from which invoices are rendered. Where the parties agree to invoice and pay in a currency that is different, invoice amounts will be converted at the relevant exchange rate applied by AT&T on the date the invoice is rendered.
- C. Taxes are not included in Charges quoted. Tax exemption certificates, valid in the place of delivery, must be presented to AT&T prior to Order (defined below) placement to receive exemption status. If Customer is or was required by law to make any deduction or withholding from any payment due to AT&T hereunder, the gross amount payable by Customer to AT&T will be increased so that, after any such deduction or withholding for taxes, the net amount received by AT&T will not be less than it would have received had no such deduction or withholding been required.

**10. PURCHASED EQUIPMENT TERMS**

- A. To the extent an Attachment sets out charges for specific Purchased Equipment ordered by Customer, the Attachment is an order for the purchase of that specified Purchased Equipment ("Order"). Where an Attachment sets out a price list or method to calculate price of the Purchased Equipment, then such Attachment is a contract to establish the price of Purchased Equipment for future orders.
- B. Orders for Purchased Equipment shall be submitted by Customer to AT&T in written format and shall contain all information required for AT&T to fulfill such Order and shall contain a reference to this NI Pricing Schedule. Any information, terms and/or conditions, or other language contained in any document(s) or purchase order(s) furnished by Customer to AT&T in excess of or outside of such information or in conflict with any terms and conditions contained in this NI Pricing Schedule and/or the applicable SOW and EOL are void. AT&T will notify Customer by email whether it has accepted the Order after validation within five (5) business days after receipt of the Order. AT&T reserves the right not to accept an Order.
- C. Customer acknowledges and agrees that AT&T's ability to deliver Purchased Equipment is contingent upon the supply and delivery schedules of each of the manufacturers. AT&T shall have no liability for delays in any delivery schedule. Title and risk of loss to Purchased Equipment shall pass to Customer upon shipment from AT&T's Purchased Equipment supplier; (ii) Customer is responsible for all shipping-related charges, which AT&T shall invoice to Customer at two percent (2%) of the total purchase price of the Order or actual cost, whichever is greater, except that for Orders requiring expedited shipment, in which case it will be the greater of four (4%) percent of the Customer's total purchase price or actual cost; and (iii) charges incurred, if any, for storage of Purchased Equipment following delivery to the agreed location are the sole responsibility of Customer and are not included in shipping charges.
- D. **Equipment Returns.**
  - (1) **Warranty Returns.** In the event Purchased Equipment requires return during the warranty period and such Purchased Equipment is determined by the manufacturer to qualify for a return, AT&T will obtain a Return Material Authorization ("RMA") from the manufacturer. Upon AT&T providing the RMA to Customer, such return shall then be effectuated by Customer according to the manufacturer's policies.
  - (2) **Non-defective Returns.** In the event Customer seeks to return non-defective Equipment, Customer should contact AT&T regarding obtaining an RMA; however, any such return is at the discretion of the manufacturer and Customer shall be responsible for payment of any associated return and/or restocking fee. Return shipping costs and risk of loss are the responsibility of Customer.
  - (3) **Maintenance Returns.** In the event Purchased Equipment covered by maintenance requires return, Customer should contact the relevant maintenance provider to obtain an RMA and instructions.

**11. LICENSES AND THIRD PARTY MAINTENANCE**

Purchased Equipment, software and maintenance services, if any, resold to Customer hereunder may have additional license terms and/or other requirements or restrictions imposed by the manufacturer, supplier or publisher. Customer is solely responsible for ensuring its adherence to any and all such license terms and other requirements or restrictions and is deemed to accept them upon receipt of the Purchased Equipment or software, or upon commencement of the maintenance services, as applicable in connection with the use of the Purchased Equipment by Customer in the country of use. Services as defined in the Agreement shall not include any manufacturer's maintenance, whether or not AT&T facilitates such purchase or bills such services as agent for the third party.



**Pricing Schedule**  
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**12. LIMITATION OF LIABILITY**

For purposes of this NI Pricing Schedule and Orders placed under it, any limit or cap on liability contained in the "Limitations of Liability" article of the Agreement is superseded by the following: EACH PARTY'S LIABILITY UNDER THIS NI PRICING SCHEDULE SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR, IN THE AGGREGATE, ALL CLAIMS ARISING DURING ANY TWELVE-MONTH PERIOD) THE NET PURCHASE PRICE PAID BY CUSTOMER FOR SERVICES AND/OR PURCHASED EQUIPMENT UNDER THE ORDER THAT GAVE RISE TO THE LIABILITY. This shall not limit Customer's responsibility for the payment of all charges properly due under the NI Pricing Schedule. AT&T shall have no duty to defend, indemnify and hold Customer harmless for and against damages or costs incurred by Customer arising from the infringement of patents or trademarks or the violation of copyrights by Purchased Equipment.

**13. IMPORT/EXPORT CONTROL**

Without limiting the generality of the parties' import/export obligations set forth in the Agreement, the parties agree as follows: Customer shall import, export or otherwise distribute Purchased Equipment in strict compliance with export, import, and re-export control laws and regulations of the United States, any Origination Country, and any Project Country. To avoid ambiguity, "compliance" includes the record-keeping and reporting obligations. Customer represents and warrants that, when and where required by applicable law, it shall obtain all licenses, permits, and approvals required by Project-Country law for the importation and use of dual-use technology, including cryptography, and is compliant with all other measures imposed by said applicable law. Customer represents and warrants that once received, Customer will not re-export the Purchased Equipment from the Project Country. Purchased Equipment defined by and described in Council Regulation (EC) 1334/2000 (as amended) as "dual-use," and which the Customer intends to export from the European Community regulation, is governed by the following statement: Export of these items from the European Community may require prior government authorization under Council Regulation (EC) Regulation 1334/2000 (as amended).

**14. EXPORT SERVICES**

If the applicable Attachment so requires, AT&T will facilitate the shipment of Purchased Equipment from an AT&T facility in the U.S.A. to Customer sites in Project Countries (collectively, "Export Services"). Export Services, described in the SOW, are subject to the following:

**A.** Export Services are conditioned upon Customer **(1)** identifying to AT&T the authorized person who, in writing and on Customer's behalf, will provide to AT&T the correct name, address, and contact information for the ultimate consignee authorized to receive the Purchased Equipment at each location; **(2)** providing all other information requested by AT&T to facilitate the export of Purchased Equipment, including a completed commercial invoice; **(3)** informing AT&T any time the sale price of the Purchased Equipment from AT&T to Customer differs from the transfer price between Customer and its Project Country Affiliate; **(4)** providing all documents reasonably requested by AT&T from time to time, such as powers of attorney and agency agreements necessary for AT&T to act on Customer's behalf; **(5)** assuming responsibility for all aspects of importing the Purchased Equipment including, but not limited to, the payment of customs duties, compliance with import laws and regulations, and the obtaining of required licenses to import into, and use, the Purchased Equipment in that country; and **(6)** identifying the broker or other party responsible for importing the Purchased Equipment, and the person to be contacted when the Purchased Equipment is ready for export.

**B. AT&T DISCLAIMS ALL LIABILITY FOR:**

- (1)** delayed, errant, or failed Purchased-Equipment shipments caused by incorrect ultimate-consignee information provided to AT&T, or Customer's failure to pay freight forwarder invoices;
- (2)** delays or failures to ship caused by AT&T's compliance with U.S. export controls;
- (3)** damages arising out of or relating to incorrect ultimate-designee and/or Purchased Equipment end-use information that Customer provides to AT&T, and which AT&T provides to U.S. authorities in connection with its U.S. export-control compliance, and/or to the authorities of the Project Country;
- (4)** importation of Purchased Equipment into the Project Country, including, but not limited to, the payment of Customs duties, compliance with import laws and regulations, and the obtaining of required licenses to import into, and use, the Purchased Equipment in that country;
- (5)** delays or delivery failures caused by, or fees incurred on account of, Customer's compliance with import laws and regulations of the Project Country; and
- (6)** Customer's re-export of Purchased Equipment from the Project Country.





**Pricing Schedule**  
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## **EXHIBIT 1: SERVICE DELIVERY STATEMENT OF WORK**

### **1. Introduction**

This Statement of Work ("SOW") is attached to the NI Pricing Schedule and made a part thereof upon execution. The Parties to this Statement of Work ("SOW") are **AT&T Corp.** ("AT&T") and **Monroe County Government** ("Customer").

### **2. Scope of Work**

#### **2.1 Services**

AT&T will deploy HVS to locations designated by Customer located in the United States ("Site(s)"). Scope is defined in Exhibit 2 HVS Statement of Work ("the Project"). Services and/or Equipment not specifically provided for hereunder are outside the scope of this SOW.

#### **2.2 Purchased Equipment:**

Upon execution hereof, Customer or its Affiliate may issue Purchase Orders to place a subsequent Order based on a quote provided by AT&T hereunder ("AT&T Quote"). The following language (with the appropriate purchasing entity and dates filled in) must be added in order for AT&T to accept the Customer's Purchase Order:

**"This PO is issued by Monroe County Government ("Customer") pursuant to the AT&T Network Integration NI Pricing Schedule dated XXX."**

#### **2.3 SOW Term**

See Exhibit 2: HVS Statement of Work, Section 2.

### **3. AT&T Responsibilities**

AT&T will be responsible for executing the following activities. Activities not expressly included in this SOW are outside the scope.

#### **3.1 AT&T Engagement Project Management.** In support of the Services provided to Customer, AT&T will:

- (a) Assign a designated AT&T Project Manager ("AT&T PM") to interface directly with the Customer Project Manager and serve as the primary interface to Customer organization.
- (b) Conduct a formal project kick-off meeting and review the contract and associated Services.
- (c) Provide a Project Timeline draft for Customer review. Customer and AT&T will mutually agree to the Project Timeline.
- (d) Participate and provide status and project planning meetings as mutually agreed. The audience for such status meetings may be either the AT&T personnel, third party vendors or Customer determined team members.
- (e) Develop, manage and track project schedules and all Change Control events.
- (f) Develop and maintain any contact list, communication plan as well as track and monitor prioritized action items and issues lists as needed.
- (g) Coordinate scheduling with Customer.

#### **3.2 AT&T Ordering Services**

AT&T will place a single Order for the Purchased Equipment specified in Appendix A.

#### **3.3 AT&T Engineering Services**

AT&T will provide an engineer for 1 hour to review the overall network design and create a template for the configuration files required to be loaded into the routers at the AT&T staging facility.

NOTE: Customer will be responsible for providing the variable parameters that will be part of the overall technical package for the configuration file.

#### **3.4 Staging and Configuration Services.** AT&T will:

- (a) Open boxes and inspect for physical damage.
- (b) Power on the Purchased Equipment and verify normal operation.
- (c) Load the configuration file and the individual site parameters for each router. This step will include affixing a label to each router showing the address of the Customer Site to which it will be sent.
- (d) Verify the proper load of the configuration file.
- (e) Repack and ship the Purchased Equipment to the Customer Site

#### **3.5 Installation Services.** AT&T will:

- (a) Open boxes at the Customer Site and inspect it for physical damage.
- (b) Power on the router and verify normal operation.
- (c) Unplug and remove the existing router from the CSU / DSU.
- (d) Install the Purchased Equipment and reconnect to the existing CSU / DSU.
- (e) Work with remote Customer engineer to verify that the router can view at Customer designated test location at the other end of the circuit.
- (f) Pack the legacy equipment in the same box used to ship the Purchased Equipment.
- (g) Obtain local contact signature on Customer Acceptance form.



**Pricing Schedule**  
**AT&T Network Integration Services and Equipment Resale**  
**("NI Pricing Schedule")**

**3.6 Deliverables**

Event	Deliverables
Engagement Kickoff Meeting	Communications Plan Review Project Timelines and Schedule
Project Status Report	Status reports and meetings will be held as mutually agreed upon by the parties.
Project Closeout	Final document summarizing the project to Customer Project Manager.

**3.7 Service Hours**

The Services provided hereunder shall be performed Monday through Friday, 9:00 a.m. to 5:00 p.m., local time, excluding designated AT&T holidays ("Normal Business Hours"), unless otherwise noted herein.

AT&T Designated Holiday	Date Observed
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25

**4. Customer Responsibilities**

To manage the activities outlined herein on time and within the pricing provided, Customer assigned roles and responsibilities must be fulfilled effectively. Customer will:

- (a) Assign a Single Point of Contact ("SPOC") as the primary interface for the AT&T Project Manager to work with during the Project.
- (b) Review and provide relevant comments (in the form of additional data requirements, preliminary conclusions, or recommended technical architecture) or Subject Matter Experts ("SME") resources from applicable information technology departments or business units to assist in completing the Deliverables in a timely manner.
- (c) Keep AT&T informed of any information or changes, which may affect AT&T's performance of Services or require a change request in the scope.
- (d) Provide AT&T with reasonable access to the Customer Site during Normal Business Hours, as needed, and shall provide office space to include desks, chairs, as well as access to printers, copiers and phone lines while on-site at no charge. In addition, AT&T may conduct the research and other work from a remote location.
- (e) Provide local Site Contact name, telephone number, address, and email for both a primary and backup Local Site Contact to facilitate local scheduling issues, Purchased Equipment delivery confirmation, and other Site-specific details. This information is to be provided to the AT&T Project Manager for each Site.
- (f) Perform all Customer Site preparation activities including, but not limited to, power, core drilling, ventilation, proper environmental as per the manufacturer's specifications, and the installation of Purchased Equipment racks.
- (g) Provide authorized personnel on-site during any Purchased Equipment Installation and Test and Turn-Up.
- (h) Provide AT&T with login and password information to all equipment related to the Services provided hereunder, including both basic access and modification access.
- (i) Resume responsibility for the network infrastructure upon completion of the Services provided herein.
- (j) Provide a signature sign-off (Site Acceptance Form) as concurrence of Site completion for each Site where AT&T has provided Services under this SOW. ).

**Note:** If Customer chooses to provide the Purchased Equipment configurations, AT&T must receive them at least ten (10) business days prior to an agreed upon Purchased Equipment installation date at Customer Site.

**5. Project Governance**

**5.1 Change Control Process**

Either Party must submit change requests to contractual documents in writing via the sample at Appendix B to this SOW. The party requesting the change must submit a written request to the other party and the receiving party shall issue a written response within five (5) business days of the receipt of the request, including whether the receiving party accepts or rejects the request and/or any changes to the Terms and Conditions. Once agreed upon, both parties must execute the document in Appendix B.

**Engagement Contacts**

**(a) Customer:**

Name,  
Title,  
Address,  
Contact Information (Phone, email, etc.)

**(b) AT&T:**

Name,  
Title,  
Address,  
Contact Information (Phone, email, etc.)

**5.2 Acceptance:**

AT&T shall validate the process steps to achieve Acceptance of the Services in consultation with Customer during the start-up period for the Project. During this process, the Acceptance Checklist (sample at Appendix C), will be reviewed with Customer and updated accordingly. AT&T shall present the Acceptance Checklist upon completion of the work.



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Customer will indicate acceptance of the Service(s) by signing same. Should Customer not accept the Services, AT&T will request a written explanation of Customer's reason for not so accepting within five (5) business days. If Customer does not so notify AT&T within five (5) business days, Services shall be deemed Accepted. AT&T shall address Customer's issue(s) within ten (10) business days after the receipt of such notice, and will then resubmit the Acceptance Checklist for Customer's signature. Such time to address any quality of service or re-work issues(s) may be extended by mutual consent.

**6. Fees and Charges**

6.1 AT&T shall provide the Services and Purchased Equipment (see Appendix A) for the Charges stated below.

Description	Fees and Charges	Notes
Project Management	Included	
Staging		See Exhibit 2, section 2 Pricing and Term
Installation		
Purchased Equipment		

**6.2 Additional Pricing Terms and Conditions**

- (a) **Defined Scope.** Pricing is based on the currently defined Scope of Work. Any additions or changes to this SOW will necessitate changes in pricing. Pricing herein assumes no project delays will occur that would require AT&T to stop work. AT&T will not be held financially responsible for project delays outside of its control.
- (b) **Invoicing.** AT&T will invoice the Service Fees upon Acceptance, as defined herein. AT&T will invoice Services monthly and will cover any one-time charges or expenses incurred during the previous calendar month.
- (c) **Travel and related Expenses.** Charges do not include expenses for AT&T travel to Customer's facilities. Standard business expenses (e.g., transportation, food, lodging) incurred by AT&T in connection with delivery of the Services will be billed at cost as a separate line item on Customer's invoice. AT&T personnel will incur travel expenses only after receiving permission from Customer's Project Manager.
- (d) **Time and Material ("T&M") Rate.** In the event that the scope of work changes from this SOW or AT&T is requested to perform Services outside of Normal Business Hours, AT&T will bill Customer at a T&M rate of two-hundred fifty dollars (\$250.00) per hour per AT&T Consultant for the additional time spent on the change requests. All such out of scope matters will be handled via the Change Control process outlined herein.

**7. Engagement Assumptions**

This SOW is based on the following assumptions. If any of these assumptions are found to be inaccurate or invalid, AT&T shall provide Customer with the changes to the scope, tasks, deliverables or terms and conditions of this SOW via the Change Control Process described in this SOW.

- (a) Customer will provide AT&T with requested information in a timely manner, and takes full responsibility and liability for the accuracy of all information supplied to AT&T by Customer and which AT&T relies upon in its performance hereunder.
- (b) Customer will coordinate the project kick-off with the designated AT&T Engagement Manager and confirm all required attendees are present as required.
- (c) During this engagement, Customer will provide access to personnel who participated in meetings to resolve questions or issues as they arise.

**8. Termination**

- (a) Customer may not terminate this SOW for any reason other than for uncured AT&T's material breach.
- (b) In the event Customer terminates this SOW or any portion hereof for any reason other than AT&T's uncured material breach, Customer shall be responsible to pay for all Services rendered, Purchased Equipment ordered and expenses incurred hereunder as well as any charges associated with HVS early termination and early termination of AT&T's subcontracts related to this project. An HVS termination fee equal to 50% of remaining term seat license fees shall be incurred that Customer shall be responsible to pay.



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## **EXHIBIT 2: HVS STATEMENT OF WORK**

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### **INTRODUCTION**

This AT&T Hosted VoIP Service ("HVS") Statement of Work ("SOW") is attached to the NI Pricing Schedule and made a part thereof upon execution. The Parties to this SOW are AT&T Corp. ("AT&T") and **Monroe County Government** ("Customer"). AT&T reserves the right to withdraw this SOW or modify the prices and any other terms and conditions, including, but not limited to, any section of this SOW (i) if the SOW is not signed by Customer and AT&T by DATE, and/or (ii) the engagement does not commence within thirty (30) calendar days of the SOW Effective Date.

This SOW sets forth the rights and obligations of AT&T and Customer with respect to the AT&T HVS between AT&T and Customer. AT&T HVS is offered pursuant to the terms of this SOW and the terms and conditions of the AT&T Business Voice over IP (BVoIP) Services Service Guide as specified below, and to the General Provisions referenced in that Service Guide, both of which are available to Customer at: <http://serviceguidenew.att.com> which are incorporated herein by reference. The following sections of the AT&T BVoIP Service Guide apply to the AT&T HVS Service: SD-2.3, 2.4, 2.5, , 2.5.1, 2.5.1.1, 2.6 (excluding 2.6.6.) as applicable to BVoIP Services Calling Plan B and C, SD-4.4, as well as other sections of the AT&T BVoIP Service Guide that are generally applicable to AD&T VDNA Services, but excluding all SLAs.

Customer acknowledges receipt of, and understanding of, the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found in the SG Library accessible at <http://new.serviceguide.att.com>. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

This SOW is effective on the date on which the last party signs below ("SOW Effective Date").

### **1. Overview**

AT&T HVS is provided as described in this SOW until periodic process improvements are published in an AT&T service guide. The published service guide will supersede and replace any conflicting provisions in this SOW.

#### **1.1 Service Description**

AT&T HVS is a network-based, hosted interconnected VoIP service solution that combines VoIP service with traditional TDM communications features, functionality and local and long distance calling capabilities. AT&T HVS is available only with certain makes and models of telephone sets. AT&T reserves the right to change, add or modify features available with AT&T HVS service without notice to the Customer. AT&T HVS requires Customer to separately purchase or provide transport services which may include AT&T VPN Service, AT&T MIS, or third party Internet connection services.

AT&T HVS incorporates the following core capabilities: telephony features, local and domestic long distance calling, unified messaging along with administrative web based interfaces that allow for management of the offer by the Customer. The AT&T HVS platform is hosted by AT&T, includes "Basic" or "Premium" Feature Packages, and is priced on a per Seat basis at the rates set forth in Attachment D. In support of AT&T HVS, AT&T shall also provide onsite and remote installation, and maintenance and monitoring of AT&T provided Customer Premises Equipment ("CPE") as set forth herein.

Except as specifically provided herein, this SOW also excludes support for Customer-owned CPE or support or professional services for implementation and support, onsite and remote installation, or maintenance and monitoring of such Customer CPE.

AT&T HVS consists of the following:

- Private Branch Exchange-like service from the cloud;
- Web portal interfaces to provide Users access to administrative controls;
- Unified Messaging, which integrates voicemail with email notification of voice messages, and supports the capability to integrate with email systems supporting IMAP;
- Local Survivability Option; and,
- Local and domestic long distance calling.

#### **1.2 Registered Location**

For any installation or relocation, Customer must provide AT&T the "Registered Location" according to the AT&T prescribed practice for each User. The "Registered Location" for a User is the address of the physical location at which the Service will be provided to that User.



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- (a) When 911 is dialed over HVS, the Registered Location is used for PSAP routing (i.e., it determines which PSAP will receive the 911/E911 call) and forms the basis of the ALI delivered to the PSAP that the PSAP uses to identify the calling party's actual location.
- (b) The 911 call is routed to a PSAP based on the Registered Location information provided by Customer. Customer is responsible for providing AT&T the Registered Location information and must provide AT&T the correct Registered Location information for each User telephone number (including virtual telephone numbers (VTNs)) that may be used for voice calling prior to the initial activation of HVS at any Site or location. Customer must provide this information during the installation data collection phase of the project.
- (c) If Customer relocates or temporarily moves to another physical location, Customer must update its Registered Location. Customer may update the "Registered Location" by contacting the AT&T 911 Center, its Account Executive, or the Business Office located on its invoice.
- (d) Customer understands and acknowledges that there may be a delay between the time that a new Registered Location is recorded by AT&T and the time that the new name, address and telephone number information is entered into appropriate databases so as to be available to an emergency operator at the appropriate PSAP. The duration of such delay will vary, and can range typically from a few hours to several days. Until the User's new Registered Location is entered into appropriate databases so as to be available to emergency operators, the User will not receive full E911 service as the call may initially be connected to the incorrect PSAP and/or the emergency operator may not have electronic access to the User's address and call back number.
- (e) Customer has the option of using an alternative provider for 911/E911 services. A Customer that elects this option must make independent arrangements with the alternative provider for the submission and maintenance of User information, including Registered Location information, and make arrangements for the updating of such information. In the event any 911/E911 calls from such Customer are routed to a PSAP using the HVS provided 911/E911 service AT&T will provide the PSAP the Registered Location information given to AT&T by Customer.
- (f) Customer is solely, continuously responsible, and fully liable for ensuring the accuracy of the Registered Location information to ensure emergency calls are routed to the appropriate PSAP.

## 2. Pricing and Term

The Service as described herein will be provided at the pricing in Attachment D for the Term of this SOW.

<b>Term</b>	Term of this SOW is <b>60 months</b> from site turn-up. The Project will commence <b>fourteen (14)</b> calendar days after Effective Date of this SOW.
<b>Term Start Date</b>	Shall commence following Customer Acceptance of the initial Site installation
<b>Effective Date of Rates and Discounts</b>	Term Start Date

### 2.2. Features Packages

Features Packages are assigned per Seat and one is required for each User. Customer may select either a Basic or Premium Feature package for each User. The AT&T HVS Feature Package Matrix attached as Attachment A

**2.2.1 Basic Feature Package:** The AT&T HVS Basic Feature Package includes the features shown in the HVS Feature Matrix under the Basic Feature Column in Attachment A.

**2.2.2 Premium Feature Package:** The AT&T HVS Premium Feature Package includes the features included with the AT&T HVS Basic Feature Package features. In addition, The AT&T HVS Premium Feature Package also includes voice mail. The features available are shown in Attachment A

**2.2.3 Optional Features** are in addition to "Basic" or "Premium" Features. Optional Feature availability is as specified in Attachment A. Additional charges apply at the rates specified in Attachment D.

#### **Option Features also include:**

**2.2.3.1 Basic call center:** A Basic call center feature is designed to support a simple call distribution and queuing scenario, such as a front-office receptionist or a small work group. Inbound calls are distributed based on the agent's line state and "join" status. Callers receive appropriate entrance and queue messages, and calls can overflow to alternate locations if they wait too long in queue or if the queue is beyond capacity. This type of call center does not support Agent ACD states, BroadWorks Agent client, or Reporting.

**2.2.3.2 Standard call center:** The Standard call center feature is designed to support a normal call center environment where flexible routing options are needed and the agent's workflow dictates the need for ACD states such as Available, Unavailable, and Wrap-up. In addition, Standard call centers are designed to support deployments that require clients such as the Agent client and Reporting.

**2.2.3.3 Premium call center:** A Premium call center is designed to provide an advanced set of routing and call management options to support a formal call center environment. It supports such capabilities as multiple dialed number



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identification service (DNIS) numbers being assigned to a single call center, additional unavailable codes for when agents are not able to take calls, and disposition codes to associate with ACD calls, outbound calling, and silent monitoring of agents.

**2.3.3.4 Call Center Supervisor:** The Call Center Supervisor is an optional chargeable feature that is web client that enables supervisors to monitor and manage their assigned agents and queue activity. This includes an embedded dashboard so that a supervisor can monitor agent work flows in real-time. Supervisors can also run default or customized reports on agent and queue performance, based on either real-time or in-depth historical data.

**2.3.3.5 Receptionist Seat:** The Receptionist Seat is an optional chargeable feature that is an attendant console client Receptionists or telephone attendants who manage and screen inbound calls for enterprises.

**2.4 Invoicing**

AT&T shall invoice Customer on a monthly basis for all installed Seats and for any other additional applicable charges.

**2.5 Documentation**

AT&T will provide soft copies of AT&T HVS terminal user guides and quick reference guides (Documentation). AT&T grants Customer a limited, non-transferable (except in accordance with authorized assignment of Customer's Agreement), non-sub licensable non-exclusive license, to use the AT&T HVS Documentation until the earlier of termination or expiration of this SOW or Agreement. This license grant is intended to give Customer only a personal, not a property, interest in the Documentation. All intellectual property and proprietary rights arising by virtue of AT&T's performance of the AT&T HVS Services, including the provision of Software (including Third Party Software), are and will be the sole and exclusive property of AT&T, its subcontractor(s) or its supplier(s), and neither ownership nor title to any such property will pass to Customer. The license to use the Documentation is specifically limited to allow Customer to download, print and make a reasonable number of copies of the related user documentation that accompanies the Software.

**2.6 Device Support**

The AT&T HVS solution is designed to support SIP2.0 compliant hardware. AT&T HVS supports many standard Edge Devices, Gateways and devices. Upon Customer request, AT&T shall provide a list of the then currently approved supported CPE. Attachment C lists the approved and support CPE. All Customer CPE must run the firmware versions specified by AT&T. AT&T will assist Customer with identifying the appropriate set up and configuration during the Test and Turn Up for the approved CPE. No changes to the devices shall be made by Customer without prior written notification and agreement to and by AT&T.

**2.7 Teleworker**

AT&T also offers Teleworker service utilizing SIP phones at a fixed location connected to the HVS system via Remote Broadband Internet Service. Customer acknowledges the Teleworker service is authorized for use only at the service location provided on the Customer Order, and only at service locations where 911 emergency dialing is supported. The service is not Nomadic as defined below. "Teleworker" shall mean a permanent Customer worker at a fixed physical Customer Site. "Nomadic" shall mean an IP soft client user from locations on a temporary basis.

**2.8 Supported Soft Clients**

AT&T HVS supports commercially available soft client applications as specified in Attachment C. Customer is responsible for identifying and complying with all requirements applicable to use of the softphone application, including, if necessary, access to emergency services, e.g. 9-1-1/ E911.

**2.9 On-Site Installation Services.** AT&T will provide on-site installation of AT&T provided AT&T HVS equipment.

**2.10 New User Site/Seat Provisioning**

To provision a new Customer Site, or additional Seats and at an existing Site, Customer shall submit a request in the form required by AT&T. AT&T will provide written confirmation to Customer confirming the details of Customer's order at the time the order is placed. AT&T will begin processing Customer's order for service once AT&T receives a signed Customer Order and obtains from Customer all information, authorizations, and approvals necessary for the implementation. Timeframes are determined based on the technical request and number of Users per installation request. Customer Users will be provisioned prior to first use based on one of four standard call provisioning patterns ("Template"). Additional Templates may be developed pursuant to a Change Order at the then current Professional Services rates. If Customer provisions a non-Aastra device by using the BroadWorks Enterprise Administrator capability, no fee applies. If Customer chooses to have AT&T provision the non-Aastra Device, an additional charge will apply. As of the SOW Effective Date, the charge is **\$40.00**.



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**2.10.1 New Site Information**

To add a Customer's Site, the Customer Site will be assigned an AT&T Identification Number (AIN). This number will be used by AT&T's Customer Technical Support (ACTS) to identify the specifics of the Site. This AIN includes: Address of the physical location, primary and secondary contact information (Customer Administrators), AT&T provided equipment located on site.

**2.11 HVS Core System.** The Core Systems shall be geographically diverse to support redundancy.

**2.12 Monitoring/Management**

AT&T shall provide Monitoring and Management for the Customer-provided Acme Packet Session Border Controllers ("SBC"). Monitoring and Management includes: (1) up/down isolation; (2) Toll Free number to access the ACTS; and, (3) monitoring for up to 15 Simple Network Management Protocol ("SNMP") traps, as identified by Customer if Customer has in excess of 15 potential SNMP traps.

Monitoring and Management excludes: (1) Software Maintenance; (2) Hardware Maintenance; and, (3) Change Management. As a condition of the Monitoring and Management, Customer shall: (1) separately obtain the Acme Packet Premium Service Support Plan; (2) provide MIB definitions; (3) provide VPN tunnel access to devices; and, (4) where applicable, identify the specific SNMP traps to be monitored.

**3. Installation/Implementation**

**3.1 Project Management**

AT&T will assign a Project Manager to interface directly with Customer and to have overall responsibility for the implementation. The Project Manager will schedule a kickoff meeting to begin the project. The kickoff meeting outlines the installation process and is the first step to initiate the project. Upon completion of the kickoff meeting, the Project Manager will assemble a project team to conduct a technical interview with Customer to review Customer's Order, and to determine the technical requirements for implementation.

The Project Manager and a Customer Administrator will work together to establish a Project Schedule that will outline all tasks, timeframes for completion, and the responsible party per task. Once the Project Schedule is finalized, all tasks will be completed in the order and timeframes listed in the Project Schedule. A typical installation entails a technician on site to install the hardware, set the phones, and to provide Help Desk. The Project Management responsibilities of each party are detailed below.

**3.1.1 AT&T Responsibilities.** AT&T shall:

- (a) Assign a Project Manager to be the Single Point of Contact (SPOC) through Service Activation.
- (b) Assign an AT&T Operational Manager to be the SPOC for ongoing maintenance after the Service Activation Date.
- (c) Provide Customer written confirmation that the Customer Order is processed and ready to initiate service request.

- (d) Assign Project Manager to work with Customer

- (e) Set up kickoff meeting with Customer Administrator.

- (f) Set up Database collection meeting.

- (g) Conduct Database collection meeting. AT&T's Project Manager will educate the Customer Administrator on HVS features

- (h) Review submitted database.

- (i) Send confirmation to Customer Administrator that database is accepted for new service.

- (j) Initiate database build process.

- (k) Schedule an AT&T Technician on site to install gateways and phones (if installation services are purchased).

- (l) Print Detail Sheets.

- (m) Provision and drop ship phones to requested Customer location.

- (n) Provide a Help Desk after phones are placed and new service goes live.

**3.1.2 Customer Responsibilities.** Customer shall:

- (a) Submit new requests in the AT&T-designated format.
- (b) Designate a Single Point of Contact (SPOC) to work with AT&T during the installation process for each new installation.

- (c) Configure and install any CPE (SBC/Gateway) not provided by AT&T.

- (d) Provide Customer Administrator(s) to attend the kickoff and database collection meetings. The database collection meeting is to train the Customer Administrator to collect the necessary database information for AT&T's station database build process.

- (e) Provide Purchase Order to meet cutover timelines.

- (f) Provide required end user phone settings to AT&T. The information must be received based on the time requirements set by AT&T.

- (g) Perform any desktop or server configuration changes if required.



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**3.1.3 Customer Administrator Responsibilities.** Customer Administrator shall:

- (a) Be available to attend the kickoff and database collection meetings.
- (b) Gather the requirements for each User's phone
- (c) Review, update, and provide in Microsoft® Excel® format location and network information prior to the start of the installation. Such information shall include:
  - Location information:
    - office or cubicle number and location
    - jack number and location
  - Network information
    - Voice VLAN (if any)
    - PC VLAN (if data connection is provided via the phone)
- (d) Submit collected information on the agreed upon timeframe with the AT&T Project Manager.
- (e) Provide necessary sign-off on database information in order for the database build process to be initiated. Any database changes after sign-off will require a MAC form.
- (f) Notify end users of installation task and timelines.
- (g) Be available during the installation and Help Desk to address technician's questions.
- (h) Sign acceptance notice that job is complete.
- (i) Prior to start of deployment activities, provide up-to-date documentation that identifies location of all existing users. Documentation to include: building name, floor, office/cubicle number and station jack number.
- (j) Ensure that all required network patch cords are provided and installed by Customer in remote IDF Closets to support proposed VoIP instruments.
- (k) Ensure that existing transport equipment designated for removal is staged and ready to de-install.
- (l) Ensure Customer-provided distribution and station cable connections (for analog devices only) are provided and installed. Such installation to include any required frames, backboards, terminal blocks, and patch panels.
- (m) Ensure that any required distribution and station cable (for analog devices only) are provided, installed, and terminated.
- (n) Ensure that any required riser and station cross connects/patch cords (for analog devices only) are provided and installed.
- (o) Ensure that any required station jacks/information outlets are provided and installed.
- (p) Ensure network access to the HVS is provided to AT&T for remote administration, troubleshooting, and installation activities.

**3.1.4 Customer Responsibilities for Equipment Room and Hardware Installation.** Prior to AT&T commencing installation, Customer shall:

- (a) Ensure Customer-provided cable plant and equipment are in acceptable condition and that sufficient cable pairs are available.
- (b) Ensure all cable plant activities performed by other than AT&T must be complete and tested prior to the start of AT&T's installation activities unless otherwise agreed to by AT&T and Customer.
- (c) Ensure that sufficient space is available in the existing AT&T equipment room(s) to set and place the AT&T equipment.
- (d) Ensure access to work areas and parking at installation site is provided for AT&T during Normal Business Hours or outside of Normal Business Hours if required twenty-four hours a day, seven days a week to complete some tasks.

In the event Customer does not comply with the Customer Responsibilities above, AT&T shall assess additional charges for:

- (a) AT&T time spent on problems that arise during the installation that are a result of non-AT&T provided cable plant and/or equipment are not included in the quoted price;
- (b) Relocation of existing equipment prior to installation or following the Service Activation Date;
- (c) Changes to the installation date made less than 14-calendar days prior to the scheduled Service Activation Date. Change requests received with shorter notice may result in additional charges or significant schedule changes to complete any remaining work, or both.

**3.1.4 Customer Requirements Regarding Cable, Plant and Reused Cable Plant**

Cable, cable plant and equipment are provided and are the responsibility of Customer. AT&T does not warrant new or reused cable plant. In the event Customer cannot meet the cabling requirements/specifications, AT&T will use reasonable efforts to work around any deficiencies, but AT&T cannot guarantee the quality of voice service and AT&T cannot be held responsible.

**3.1.4.1 Customer Requirements Regarding Existing Cable Plant Reuse Specifications**

AT&T generally accepts Customer cable plant and equipment as acceptable if the condition of such cable plant and equipment conforms to the minimum requirements below. AT&T reserves the right to accept or reject the condition of cable following inspection of such cable plant and equipment by AT&T prior to or during installation. Customer represents, understands and agrees:

- (a) Customer has sufficient LAN/WAN cabling and a transport infrastructure that will fully satisfy the stringent





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requirements of IP Telephony communications for all intra-premises and inter-premises call control and voice communications transmissions as determined by AT&T.

(b) Customer shall ensure all Ethernet switches and IP WAN routers will be equipped and programmed to satisfy QoS and security standards necessary to support voice communications.

(c) Customer will ensure pertinent bandwidth, latency, packet loss, and echo issues will be addressed in the design and implementation.

(d) Customer shall ensure each station user's work area will be supported by a minimum of one (1) four-pair, Category 5E (RJ-45) or higher station cable for LAN. The RJ-45 connectors will be either wall mounted or mounted in the modular furniture throughout the office environment.

(e) Customer shall provide RJ-11 connectors, if required.

(f) Customer has sufficient network connectivity (as determined by AT&T) to each building served by AT&T HVS in a campus environment.

(g) Customer has sufficient cable pairs from the Main Equipment Room to each local wiring closet to support all required Analog circuits.

(h) The installation cost for this proposal is based on reuse of the existing station wire, riser cable and outside plant.

(i) Customer shall remediate any cable plant and equipment conditions identified by AT&T prior to or during installation. Customer understands the failure to remediate such conditions may prevent or delay AT&T from utilizing such cable plant and equipment, and may also prevent or delay installation and Service Activation of AT&T HVS. AT&T reserves the right to charge customer for time and materials, including truck roll charges associated with the Customer delay.

**3.1.4.2 Customer Requirements regarding Cable.** Customer shall provide:

(a) Cable meeting the industry standard requirements for VoIP cable specifications. Such standards will be provided to Customer by AT&T upon request. All cable must comply with NEC Article 800 specifications.

(b) Exchange cable (copper outside plant distribution), meeting characteristics of either REA PE-39 or PE-89. (Analog). Equivalent fiber is an acceptable alternative.

(c) Riser cable (inside plant distribution meeting characteristics of Insulated Cable Engineers Association for Communications Wire and Cable for Wiring of Premises (Publication S-80-576) or REA PE-71.

(d) Station wire for AT&T analog station instruments meeting Category 3 or better characteristics of ANSI/TIA/EIA 568B. Category 3 characteristics are the minimum for 10BaseT/data applications.

(e) Station wire for AT&T VoIP station instruments meeting Category 5e or better characteristics of ANSI/TIA/EIA 568B. Category 5e characteristics are minimum bandwidth requirements for VoIP applications.

(f) Installations meeting National Electrical Code (NEC), UL, REA and all local fire and building codes pertaining to new telecommunications system installations.

(g) Copper cable to support Analog devices without multiples or bridge taps.

**3.2 Data Base Changes**

AT&T requires that Customer provide station database collection information (including User Name, Phone type, button template, extensions that appear on phone etc.). The ACTS will provide assistance to designated Customer resources for technical consultation. The AT&T Help Desk will provide assistance to the Customer Administrator for technical consultation. Customer will be charged the then current applicable professional services rate if Customer requires AT&T assistance to modify the database information, or if AT&T is required to reformat the database information. Data Base requirements and conditions are as follows:

(a) Customer Administrators may be referred to a web-based application that supports the provisioning process for Group/Dept Administrators. Provisioning functions include: users, user features, user profiles, and templates (the "OpEasy Tool") to submit Move, Add, Change, (MAC) requests. A MAC charge may apply.

(b) Database Freeze begins at Database Sign-off. Only critical changes should be made to the database at this time. All changes must be documented in the Moves, Adds, and Changes (MAC) Log and provided to the Implementation and Design Specialist. After initial Service Activation Date, any MAC's that AT&T is required to perform will be billable at the current applicable MAC rate. Database Freeze ends at Cutover per phase. A Customer-provided HVS trained resource may perform post-Cutover MACs.

(c) Customer shall provide database to AT&T via CSV file (or other approved format). The database shall be imported into the HVS Database entry tool. If the database provided per the specifications via the CSV file does not have all of the information requested by AT&T, the coordinator will be responsible to enter the remaining database. The format for the database requirement will be provided in the database workshop.

(d) Customer responsibilities with respect to Database Collection include:

- a. Provide coordinator(s) to attend a Database Collection Session for training on how to collect all necessary database information for station database build process.
- b. Provide Group Administrator(s) to attend the kickoff and database collection meetings
- c. Provide Change Order to meet cutover timelines
- d. Provide required end user phone settings to AT&T. The information must be received based on the time requirements set by AT&T. Customer will take responsibility for HVS database at completion of scheduled Service Activation Date.



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### **3.3 Training**

AT&T will provide web based training for phones and assistants. AT&T will also provide phone user guides electronic source documents for use consistent with the Documentation license above.

#### **3.3.1 Web Based Training**

AT&T will assign a URL to access the AT&T HVS web based training content and assign a system wide log-in and password (Web Based Training). The Web Based Training for the end user is delivered in tiered levels as required. AT&T will provide Customer a description of Web Based Training options that Customer may select for use. Training topics include; User Training, HVS Assistant Toolbar, HVS Receptionist and HVS Unified Messaging. Customer Administrators will be provided with web based portal access to access Web Based Training.

#### **3.3.2 On Site Training**

On Site training will cover functionality, feature usage, voice mail, and assistant overview for the features purchased per location is available at an additional price on an as needed basis.

### **3.4 Test and Turn Up Support**

AT&T will provide remote Help Desk support via ACTS during Normal Business Hours. Upon completion of the Test and Turn Up, AT&T will provide a document that includes a toll-free phone number and procedure for direct ACTS support. Upon completion of a new installation all issues should be reported to the ACTS for resolution.

## **4. Remote Technical Support**

### **4.1 HVS Managed Service Technical Support Overview**

AT&T's Customer Technical Support (ACTS) organization is Customer's single point of contact for problem notification, escalation, and resolution at remote sites that are connected to a pre-provisioned, direct network minimum point of entry (MPOE) and that have pre-tested network connectivity and addressing.

- (a) The ACTS operational center is staffed 7x24x365 by trained Support Engineers.
- (b) Non- critical issues are supported during Normal Business Hours. Night and weekend rates apply based on the rates set forth in Attachment D
- (c) Critical issue support is available 7x24x365.
- (d) The Customer Administrator shall provide ACTS the Site AIN (as described above) for access to trouble ticket tracking and the ACTS Call Center. A password may be required.

### **4.2 Reported Issues**

Issues are to be reported to ACTS by a designated Customer resource via the provided toll-free number for the ACTS call center. Impact Level, Severity levels, supports Tiers and the resolution SLO is detailed in this section. All support requests are documented into the ACTS database and assigned an Incident Report (IR) number. When the IR is documented, the Customer contact will receive a confirmation e-mail indicating the problem description and IR number. Upon closure of an IR, a secondary e-mail notification with details of the problem resolution and/or corrective action is sent to the Customer contact. The Customer contact will have access to view both open and closed IRs related to their site, including all the resolution notes pertaining to each ticket.

Customer shall provide Tier 1 Support through the Customer on site personnel.

AT&T shall personnel shall respond to Tier 2 through 4 support with the following functional responsibilities and hierarchy of escalation:

- (a) Tier 2 Support: The ACTS operational Center 24x7, 365 days a year
- (b) Tier 3 Support: Senior support engineers
- (c) Tier 4 Support: R&D Engineering support from Aastra and Third Parties

"Production Systems" are defined as the core Application, Network, Media and provisioning servers which include Voicemail, Meet-Me Conferencing and Call Center applications and connectivity to the cores.

#### **4.2.2 Impact Levels - Defined**

Customer shall contact AT&T and inform AT&T of an event impacting the service. At the time the Customer contacts the ACTS, ACTS will, in the exercise of its reasonable discretion, assign the event an Impact Level based on the criteria set forth below.

**Impact Level - Severity 1** - Issues on Production Systems that severely affect call processing or traffic for a significant number of the Customer population and require immediate corrective action. This also includes events where 911 emergency calls are not working and there is no functional workaround. Customer may specify a "Critical Lines" list, (e.g., PSAP outbound lines, Nuclear Material monitoring lines, the President's Office) that will be treated as Severity 1 issues. A loss of Production Systems will be handled as a Severity 1 Incident.

**Impact Level - Severity 2** - Issues that significantly affect operation of a Production System or administration and requires prompt attention including degradation of system performance.

**Impact Level - Severity 3** - Issues that do not significantly impair the functioning of the Production System and do not significantly affect availability of basic service to Customer.

- There is a functional workaround
- Partial feature unavailability to Users



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- Maintenance or backup processes are significantly impacted
- Any redundant component that successfully fails over and redundancy is restored

**Impact Level - Severity 4** - Issues or requests that do not affect the availability or performance of the production system

**4.2.3 Trouble Escalation/Resolution Service Level Objective**

**4.2.3.1 Service Impact Level - Severity 1**

For events reported by Customer via the telephone, ACTS will commence investigation of the reported issue within 15 minutes of receipt of such report. For events reported by Customer via the on-line ticketing system, ACTS will commence investigation of the reported issue within 30 minutes of receipt of such report. ACTS will escalate reported events to the next level of help desk support based upon the following guidelines:

Tier 2 to Tier 3: less than 1 hour

Tier 3 to Tier 4: less than 4 hours

Restoration Objective - provide restoration of service in less than 4 hours from the time Customer is notified by the ACTS the severity of the issue is Severity 1.

**4.2.3.2 Service Impact Level - Severity 2**

For events reported by Customer via the telephone, ACTS will commence investigation of the reported issue within one hour of receipt of such report. For events reported by Customer via the on-line ticketing system, ACTS will commence investigation of the reported issue within 2 hours of receipt of such report. ACTS will escalate reported events to the next level of help desk support based upon the following guidelines:

Tier 2 to Tier 3: less than 4 hours

Tier 3 to Tier 4: less than 8 hours

Restoration Objective - provide restoration of service in less than 1 Business Day from the time the event is acknowledged by ACTS and Customer is notified of the severity of the issue.

**4.2.3.3 Service Impact Level - Severity 3**

For events reported by Customer via the telephone, ACTS will commence investigation of the reported issue within one Business Day of receipt of such report. For events reported by Customer via the on-line ticketing system, ACTS will commence investigation of the reported issue within 2 Business Days of receipt of such report. ACTS will escalate reported events to the next level of help desk support based upon the following guidelines:

Tier 2 to Tier 3: as needed

Tier 3 to Tier 4: as needed

Restoration Target: Service restoration is situation dependent. AT&T will make commercially reasonable efforts to resolve the problem promptly, but makes no commitments on resolution time.

**4.2.3.4 Service Impact Level - Severity 4**

For events reported by Customer via the telephone or via the on-line ticketing system, ACTS will commence investigation of the reported issue within a commercially reasonable time.

Escalation

Tier 2 to Tier 3: Commercially Reasonable time

Tier 3 to Tier 4: Commercially Reasonable time

Restoration/Resolution: Situation dependent - will make commercially reasonable efforts to resolve the issue or provide a response in a timely manner.

**4.4 Monitoring Notification**

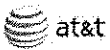
The AT&T Network Operations Center monitors all components of the AT&T HVS solution (excluding Customer owned CPE) 7x24x365. A&T HVS includes a suite of management tools called OpEasy. OpEasy detects and documents issues into the database and assigns an Incident Report (IR) number. The same Documentation, processed as Customer Reported issues, will be emailed to Customer Group Administrator. Documentation will also be emailed to designated AT&T personnel (Service Manager, Service Assurance). OpEasy consists of the following System Monitoring tools:

Aggregates SNMP messages;

- "Phone home" to HVS (if enabled, allows Customer staff to get SNMP alarms and server alerts);
- Local notification via email; this is an additional method of notification of
  - Voice Quality Statistics
  - System Performance
  - Load Monitoring
  - Hardware Level Monitoring

**5. Change Control**

AT&T's Change Control process facilitates the necessary technical and operational coordination planning and execution for both AT&T and Customer. The process automatically archives every request into the HVS database. Access to the Change Control process is facilitated by the Op Easy WEB portal (the online application for the Change Control process) and requires authentication based on a Customer specific ID and password. The Change Control Process is required for any change to this SOW or Customer Order.



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**5.1 New Releases and Upgrades:**

**5.1.1 Standard Maintenance:** AT&T will provide a schedule of standard maintenance windows for upgrades and patches. All standard maintenance will be performed during Normal Business Hours.

**5.1.2 Emergency maintenance:** Where reasonably practicable, AT&T will give Customer 24 hours' notice of the need for the maintenance and a summary of the potential impact. Emergency maintenance may occur at any time.

**5.2 Firmware upgrades on end points:** AT&T will perform firmware upgrades on end points after Normal Business Hours. AT&T will give Customer one week's notice on firmware upgrades.

**5.3 Network Maintenance:** The network trunks to a Customer Site will terminate on Customer-owned and managed equipment. The two network connections to Customer will not have maintenance performed simultaneously. AT&T will notify Customer of planned maintenance windows.

**6. Hardware Support**

**6.1 Terminal, Site Edge, and Gateway Support**

AT&T will only provide support for any site terminal, edge device or gateway that is listed on the AT&T approved HVS Certified Edge Devices and Gateways equipment list.

**6.1.1 HVS Certified Terminals, Site Edge or Gateways (collectively "Devices"):** AT&T may support Devices for which a Broadsoft PCG exists and required features have been tested by Broadsoft.

**6.1.2** AT&T will not provide support, including firmware upgrades and isolating/resolving device firmware issues, for any Device that is not purchased from AT&T. If a problem is isolated as related to non-AT&T provided Devices, AT&T will not be responsible for its repair or replacement. AT&T will refer Customer to the Device vendor for device replacement or resolution. Customer will also be given an Incident Report (IR) number that can be referenced by the vendor if additional information or consultation is required.

**6.1.3** AT&T does not provide any Device repair or parts replacements required due to: (a) repair of AT&T provided Devices by other than AT&T or its authorized representative, (b) unauthorized modification, alteration or changes to AT&T provided Devices by other than AT&T or its authorized representative, (c) negligence or damage other than caused by AT&T or its authorized representative, (d) abuse of products other than caused by AT&T or its authorized representative, (e) Force Majeure events, (f) connection of non-compatible equipment other than by AT&T or its authorized representative, and (g) any problems induced by other than AT&T or an AT&T authorized representative.

**6.1.4** Changes to the AT&T provided Devices, including but not limited to repair, modification, service, additions, removal, or replacement by other than an AT&T authorized representative must be performed under the direction of an AT&T authorized representative with written preauthorization from AT&T. Any changes made to the AT&T provided terminal devices outside of this condition may void the warranty, if any, on the hardware and negate any support agreements associated with or dependent on the functionality of the specific hardware. In addition, if the result of unauthorized work requires additional service by AT&T to restore the product to operating condition, such services may be provided, at AT&T's sole discretion, at AT&T's then applicable time and materials rates and terms. If AT&T determines that it will not restore the products to such operating condition, AT&T will have no further responsibility for maintaining those products, including any otherwise applicable service level commitments, however identified. Any exceptions to these policies will only be approved on a case-by-case decision at AT&T's sole discretion.

**7.0 Definitions**

Definitions of terms used in this HVS Service Description	
Term/Abbreviation	Definition
911	In the US, by dialing the three-digit code 911, the caller can originate an emergency call to the local public safety answering point.
AT&T Equipment	The equipment owned and provided by AT&T that is necessary to use FBB. Generally consists of a router and a diagnostic modem.
ACD	AN Automated Call Distribution is a telephone facility that distributes and manages incoming calls to a specific group of users called agents.
ACTS	AT&T Customer Technical Support.
Agents	An agent is member of Call Center is responsible for receiving incoming calls
AT&T POP	Point of Presence – a location at which a service provider provides access to its network. A location may be an AT&T POP for one or more purposes.
Business Days	Weekdays excluding holidays locally recognized by AT&T
CSV File	A comma separated file. Used to store tabular data in plain text format.



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Definitions of terms used in this HVS Service Description	
Term/Abbreviation	Definition
	Plain Text means that the file is a sequence of characters in binary format
Customer Premises Equipment (CPE)	All communications equipment located on the Customer's premises; owned, leased, or rented by the Customer; connected to a public or private network through a network interface of some sort; and on the Customer side of the demarcation point (demarc). CPE primarily refers to voice equipment, including telephone sets, key equipment, PBXs, ACDs, and peripheral equipment such as answering machines.
Customer Administrator	The Customer Administrator is the primary point of contact for the customer in communicating with AT&T concerning business matters related to HVS
E911	In the US, enhanced 911 enables call originating location information to be transmitted to the appropriate PSAP. HVS Customers are responsible for providing AT&T with the Registered Location of each User for purpose of facilitating E911 functionality for HVS originated calls. Customer must acknowledge its understanding of the circumstances under which E911 service may not be available with HVS originated calls, and agrees to advise each User of the limitations and conditions. Such circumstances include, but are not limited to, relocation of the User's Customer Premise Equipment (CPE), use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database. E911 also enables the PSAP to originate a call back to the calling number. See the Registered Locations, 911, E911 and Emergency Calling advisories in this Service Description (e.g., sections cross-referenced below).
IMAP	Internet Message Access Protocol is a protocol for email retrieval The current version. IMAP Version 4 revision 1 is defined by RFC3501.
IP Phone	An IP phone is a device that uses voice of Internet Protocol I(IP) technologies for placing and transmitting telephone calls over an IP network.
Local Calling Area	the geographic area used by local exchange carriers to set rate boundaries for billing.
Local Calls	In the US, Calls between locations within an area defined by the local exchange carrier as "local".
Local Survivability Option	The Site Survivability feature provides backup calling capabilities to or from the PSTN or within the Customer LAN should there be a connectivity failure to the Wide Area Network caused by failure of one or more of the following: provider edge router; Customer edge router; HVS Session Border Controller; or The HVS application server.
MIB	Management Information Base is a database used for managing entities in a communication
Normal Business Hours	Weekdays between 8 a.m. and 6 p.m. local time, excluding holidays locally recognized by AT&T.
Op Easy	OpEasy is a web-based application that supports the provisioning process for Group/Dept Administrators. Provisioning functions include:



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Definitions of terms used in this HVS Service Description	
Term/Abbreviation	Definition
	users, user features, user profiles, and templates
PSAP (Public Safety Answering Point)	In the US, a community-designated answering point which answers emergency 911/E911 calls and takes mandated steps to have the necessary emergency response team dispatched. Customer is advised by AT&T of the notable difference between access to the PSAP when a 911/E911 call originates from a VoIP system versus traditional wireline services. Customer is responsible for ensuring all Users are aware of these differences.
Service Activation Date	Service Activation Date is the day the Service Component or Feature is made available for use by Customer.
SNMP	Simple Network Management Protocol is an Internet protocol for managing devices on IP networks
SIP 2.0	Session Initiated Protocol 2.0 is a signaling communications protocol used for controlling multimedia communications session such as voice and video over Internet Protocol (IP) networks.
Supervisor	A supervisor is a feature within an ACD that enables management of an ACD. This feature is typically used by a team lead or manager of the Call Center to control agents and inbound call
Test and Turn Up	the day upon which FBB is tested by AT&T and is activated for Customer use at a Site.
Template	A predefined telephone device type used to streamline implementation and to provide consistency in the deployment of device configurations across an organization
Unified Messaging	Unified Messaging provides voice message access via both the standard voice-based telephone user interface and as a voice message attached and delivered in the User's Email inbox. The Unified Messaging option is included with the HVS Premium Seat
Voice over Internet Protocol (or VoIP)	Is a technology that allows telephone calls to be made over computer networks like the Internet. VoIP converts analog voice signals into digital data packets and supports real-time, two-way transmission of conversations using Internet protocol (IP). The Internet Protocol (IP) is the principal communications protocol used for relaying datagrams (packets) across an internetwork using the Internet Protocol Suite. Responsible for routing packets across network boundaries, it is the primary protocol that establishes the Internet.



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**ATTACHMENT A: AT&T HVS Features Matrix**

AT&T HVS Feature Package	Basic Feature Package	Premium Feature Package	Chargeable Options
Account Codes		x	
Alternate Numbers		x	
Anonymous Call Rejection		x	
Authentication	x	x	
Authorization Codes		x	
Auto Attendant		x	
Auto Attendant Greeting Recording	x	x	
Auto Callback		x	
Automatic Hold/Retrieve		x	
Barge-In Exempt		x	
Blind Call Transfer	x	x	
Call Center User – Basic			x
Call Center User – Standard			x
Call Center User – Premium			x
HVS Anywhere		x	
HVS Assistant – Enterprise		x	
HVS Receptionist – Enterprise			x
HVS Agent Client			x
HVS Supervisor Client			x
Busy Lamp Field		x	
Call Capacity Management (Configured by SP)	x	x	
Call Forwarding Not Reachable	x	x	
Call Forwarding Always (Remote Access on Voice Portal)	x	x	
Call Forwarding Always (Ring Splash option included)	x	x	
Call Forwarding Busy	x	x	
Call Forwarding No Answer	x	x	
Call Forwarding Selective (Ring Splash option)		x	
Call Intercept Group	x	x	
Call Intercept User	x	x	
Call Notify		x	
Call Park		x	
Call Pickup		x	
Call Return	x	x	
Call Screening by Digit Patterns		x	
Call Trace	x	x	
Call Transfer	x	x	
Call Transfer with Third Party Consultation	x	x	
Call Transfer with Three-Way Consultation	x	x	
Call Waiting	x	x	
Calling Line ID Blocking	x	x	



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Calling Line ID Blocking Override		X	
Calling Line ID Blocking per Call	X	X	
Calling Line ID Delivery	X	X	
Calling Line ID Delivery Enhancement (Configured by group administrator or above)	X	X	
Calling Name Delivery	X	X	
Calling Number Delivery (R17SP2)	X	X	
Cancel Call Waiting	X	X	
Charge Number	X	X	
Classmark	X	X	
Client Call Control (used for third-party clients)	X	X	
CommPilot Call Manager – Blind Call Transfer		X	
CommPilot Call Manager – Call Hold		X	
CommPilot Call Manager – Call Transfer		X	
CommPilot Call Manager – Calling Line ID Delivery		X	
CommPilot Call Manager – Dial and Last Number Redial		X	
CommPilot Call Manager – Phone Lists (Group, Personal, Call Log)		X	
CommPilot Call Manager – Send to Voicemail		X	
CommPilot Call Manager – Three-Way Calling		X	
CommPilot Call Manager – Transfer with Consultation		X	
CommPilot Express		X	
CommPilot Group Web Portal	X	X	
CommPilot Personal Web Portal		X	
Communication Barring User-Control	X	X	
Connected Line Identification Presentation	X	X	
Connected Line Identification Restriction	X	X	
Configurable Calling Line ID	X	X	
Configurable Extension Dialing	X	X	
Configurable Feature Codes	X	X	
Consultation Hold	X	X	
Custom Ringback – Audio	X	X	
Department Administrative Layer	X	X	
Direct Inward/Outward Dialing	X	X	
Directed Call Pickup		X	
Directed Call Pickup with Barge-In		X	
Directory Number Hunting		X	
Distinctive Alert/Ringing		X	
Diversion Inhibitor		X	
Do Not Disturb (Ring Splash option)		X	
Emergency Zones	X	X	
Enhanced Equal Access Provisioning	X	X	
Enhanced Equal Access Provisioning	X	X	
Enhanced Outgoing Calling Plan		X	
Enhanced Privacy On Hold		X	
Enterprise Voice Portal	X	X	
Extension Dialing	X	X	
External Source for Music On Hold		X	





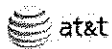
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Flash Call Hold	x	x	
Forwarded Calling Plan	x	x	
Group Resource Inventory Report	x	x	
Home Zones (Configured by SP)	x	x	
Hoteling		x	
Hunt Group Enhancement (Assigned only to Hunt Groups)	x	x	
Hunt Groups	x	x	
Immediate Voice Mail		x	
In-Call Service Activation		x	
Incoming Calling Plan	x	x	
Instant Group Call		x	
IP Phone Support		x	
Last Number Redial	x	x	
Lawful Intercept	x	x	
Lawful Intercept	x	x	
LDAP Integration	x	x	
Legacy Automatic Callback (R17SP2)		x	
Location-based Call Restrictions (R17SP2)		x	
Loudspeaker Paging	x	x	
Malicious Call Trace – Enhancement to Call Trace capabilities (Configured by system provider)	x	x	
Meet Me Conferencing			x
Multipath Forwarding	x	x	
Multiple Call Arrangement		x	
Music On Hold		x	
MWI Delivery to Mobile Endpoint		x	
Network Wide Messaging		x	
N-Way Calling		x	
Outgoing Calling Plan	x	x	
Outlook Integration		x	
Parking Stations		x	
Personalized Name and Greeting Recording (Personal)	x	x	
Physical Location	x	x	
Pre-alerting Announcement (R17SP2)		x	
Printable Group Directory	x	x	
Priority Alert/Ringing		x	
Push To Talk		x	
Remote Office		x	
Selective Call Acceptance		x	
Selective Call Rejection		x	
Sequential Ringing		x	
Series Completion	x	x	
Service Packs	x	x	
Service Scripts – Group	x	x	
Service Scripts – User	x	x	
Shared Call Appearance		x	
Shared Call Appearance - Enhanced		x	
Simultaneous Ring		x	



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SIP TCP	x	x	
SIP Trunking Seat			x
Soft Client Support		x	
Speed Dial 100		x	
Speed Dial 8		x	
Third-Party Voicemail MWI	x	x	
Third-Party Voicemail Support	x	x	
Three-Way Calling	x	x	
Transferred Calling Plan	x	x	
Two-Stage Dialing		x	
User-Managed Privacy		x	
Video Add-On		x	
Video Auto Attendant		x	
Video Call Intercept (Covers both user and group licenses)	x	x	
Video Call Intercept (Covers both user and group licenses)	x	x	
Video Music On Hold		x	
Voice Mail Only Seat			x
Voice Portal	x	x	
Voice Portal Calling		x	
Web Portal Call Logs	x	x	
Wireless Dialing		x	



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**Attachment B – Soft Clients**

NONE

**Attachment C – Phone Set and Equipment**

HVS supports the following Equipment.

**HVS Certified Edge Devices & Gateways**

- AudioCodes MediaPack 1xx Series Analog Gateways
- AudioCodes Mediant 1000 Modular Gateways
- AudioCodes Mediant 2000 Digital Gateways
- EdgeMarc 4508 Series Appliances
- EdgeMarc 5300 Series Appliances

**Acme Packet Session Border Controller ("SBC's")**

- Virtual Machine Edition
- Server Edition 25-250
- 3820
- 4500

**HVS Certified Terminals**

- All Aastra SIP Terminals
- Polycom model numbers 321, 331, 450, 560, 550, 650
- Conference phones include the Polycom 6000 and 7000 series devices



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**Attachment D Pricing**

AT&T will provide customer Hosted Voice Services mentioned above on a per seat basis at pricing shown below in Table 1. Pricing has a minimum seat commitment as shown in Table 1 and is based upon a sixty (60) month contractual term. Taxes and shipping charges if any may apply and are extra.

**Table 1 – Seat License Monthly Rates**

Item #	Item	Product Description	Unit Price	QTY	One-Time Charge	Monthly Price
	<b>HVS Monthly Service</b>					
1	HVS Standard IP stations without Voice Mail		\$7.97	80		\$637.60
2	HVS Premium IP stations with Voice Mail		\$11.25	370		\$4,162.50
3	Voice Mail Only		\$8.74	0		\$0.00
4	SIP Trunk Seat - per CC		\$11.96	1		\$11.96
	<b>Call Center</b>	<b>Per Seat - Incremental to Seat Prices above</b>				
5	Standard Agent		\$5.55	0		\$0.00
6	Premium Agent		\$15.15	0		\$0.00
7	Call Center Supervisor w/ Client		\$30.85	0		\$0.00
8	Lync Client		\$13.00	0		\$0.00
9	Broadtouch Communicator Client		\$15.00	0		\$0.00
10	Receptionist Seat		\$55.00	0		\$0.00
11	Meet-Me-Conferencing a Port/Month (ports are Pooled)		\$8.00	0		\$0.00
	<b>Installation</b>					
12	Installation - Site Setup Charge (10 sites, 0 handsets)		\$406.77	10	\$4,067.70	
	<b>Phone Sets</b>					
14	Aastra 6867i Phone (No AC Adapter)		\$69.00	455	\$31,395.00	
15	Aastra M680i Expansion Module		\$59.99	13	\$779.87	
16	Non-Aastra endpoints		\$40.00	0	\$0.00	
	<b>Additional Options</b>	None				
					<b>One-Time Charge</b>	<b>Monthly Charges</b>
		<b>Totals</b>			<b>\$36,242.57</b>	<b>\$4,812.06</b>



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Additional Hourly rate; Normal Business Hours;	\$175.00
Off Hour Hourly rate; non Normal Business Hours;	\$250.00
Expedite Charge; per Incident	\$210.00
Re-Schedule or Cancellation Charge; per Incident	\$310.00
Site re-visit; assumes two (2) hours on-site min.	\$350.00
Customer Not Ready Charge; per Incident	\$310.00

1. Equipment price quote is valid for 30 Days.
2. Non-BVoIP rates centers require additional PSTN connectivity, not included in rates above.
3. All sites require dedicated 1FB, not included in rates above.
4. Access is required to the AT&T network, not included in rates above.
5. PSTN access is required for site resiliency, not included in rates above.
6. Installation Unit Rates are indicative. Fixed pricing will be estimated on a per site basis using specific quantities provided by the Customer. The Change Management process as described in HVS SOW Section 5 Project Governance will be used to approve installation estimates.
7. This Quote does not include a Network Performance Analysis or Readiness Assessment for existing network integration unless otherwise specified.
8. Analog Gateways are optional. Installation of analog gateways is not included in equipment pricing.
9. Quotes do not include pricing for any structured cabling, including DMARC extensions, unless specifically requested in the SCOPE. Structured cabling request may require third party installation and site surveys.
10. All installation work is based on normal business hours 8:00am to 5:00pm M-F, unless otherwise specified. After-hours, Weekends or Holidays will REQUIRE additional costs.
11. Internal field resource pricing has been used based on the submittal of complete and accurate order. Escalated time windows and delays in providing required documents carry the risk of internal resources becoming unavailable, which will force work to go out to a vendor for bid. Every attempt will be made to meet or beat quoted pricing, but there is always a risk of a pricing overrun which will be applied to the margin.
12. Travel and Expenses (T & E) will be charged on all projects wherever it applies and will be passed on at cost to the end user. T & E pricing is always budgetary, and final cost will need to be entered on a sales order and billed back to the customer. If there is no T & E listed on a quote, it will still be charged where it applies.
13. Any project requiring Erate or Federal pricing may be valid for longer than 60 days, according to Erate or Federal Guidelines.
14. As part of the installation, an overview of the features and configuration will be provided. This overview should not be considered a replacement for formal training delivered by Cisco or an approved training partner. Cisco, Global Knowledge and Skyline provide leader led classes to support in-depth training needs such as report generation or detailed configuration of network equipment (Call Manager, Unity, IPCC, E911, Cisco Works). The overview provided assumes the Customer has attended formal training or understands the technology and has a working knowledge of the components installed.
15. Customer is responsible for all rack space, power and all cabling.



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**APPENDIX A: PURCHASED EQUIPMENT ORDER LIST (EOL) - OPTIONAL**

**Analog Gateways**

Item Number	Material	Description	List Price	Quantity	Unit Price
000050	MP118/8O/SIP	including 8 FXO analog lines, single 10/100 BaseT, AC power supply, including G.711/723.1/726/727/729AB Vocoders, SIP	\$729.30	1	\$525.10

**Notes:**

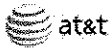
1. Equipment pricing is valid for 30 days from the date of this response.
2. Taxes and shipping are not included.
3. Equipment maintenance pricing can be provided upon request.
4. Analog Gateway installation is not included in equipment pricing.

**Telephone Sets**

<b>Aastra Telephone Pricing</b> 28-Feb-14 - Warranty pricing is separate		<b>Product Prices</b>	
Part Number	Item Description	MSRP	Client Price
80C00002AAA-A	Aastra 6867i 9-Line Gigabit phone (Promotional*)	\$229.99	\$69.00
	*Promotional phones must be installed prior to December 31, 2014 for promotional pricing. Otherwise A6867i is priced at \$172.49.		
80C00010AAA-A	M680i Expansion Module	\$79.99	\$59.99

**Notes:**

1. Equipment pricing is valid for 30 days from the date of this response.
2. Taxes and shipping are not included.
3. Handset maintenance pricing can be provided upon request.



**Pricing Schedule**  
**AT&T Network Integration Services and Equipment Resale**  
**("NI Pricing Schedule")**

**APPENDIX B: SAMPLE CHANGE REQUEST FORM**

Type of Request:	
Initiator (Company):	
Change Request Received by:	
Price Impact:	
AT&T Additional Resources Req'd:	

Task Description:
-------------------

Other information related to Change:
--------------------------------------

<b>Impact of Change</b> <i>Provide a description of the impact of the change (increase in duration, delay in start, cut-over date change, added dependency, additional resources required change to design, change to baseline solution, other).</i>
---

**AGREED and ACCEPTED:**

**CUSTOMER:**

By: \_\_\_\_\_  
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

**AGREED and ACCEPTED:**

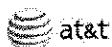
**AT&T**

By: \_\_\_\_\_  
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)



Pricing Schedule  
AT&T Network Integration Services and Equipment Resale  
("NI Pricing Schedule")

**APPENDIX C: SAMPLE SERVICES ACCEPTANCE CHECKLIST**

LIST OF ACTIVITIES	Applicable	Completion date	Initial
<u>Customer Responsibilities</u>	√		
	√		
<u>AT&amp;T Responsibilities</u>	√		
	√		
	√		
	√		
	√		
	√		
<u>Delivery &amp; Checkout</u>	√		
	√		
	√		

**Customer Acceptance:**

By: \_\_\_\_\_  
(Authorized Representative)

(Typed or Printed Name)

(Title)

(Date)

**AT&T Acknowledgement:**

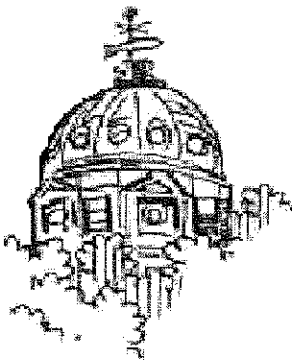
By: \_\_\_\_\_  
(Authorized Representative)

(Typed or Printed Name)

(Title)

(Date)





## MONROE COUNTY BOARD OF COMMISSIONERS

### REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Authorization to enter  
Negotiations with Vendor regarding the County's request for Qualifications for a facility  
improvement contract.

SOURCE OF FUNDS: FUND #: n/a AMOUNT: n/a

FUND NAME: n/a

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF  
COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: Monroe County received responses to its request for qualifications in  
May of 2014. It received three timely responses. After thorough review, Monroe County next step is  
To enter negotiations with the most highly qualified provider.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: Aug. 8, 2014

CONTACT PERSON: Jeff Cockerill PHONE NUMBER: 349-2525

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) \_\_\_\_\_

OFFICE/DEPARTMENT: \_\_\_\_\_

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes \_\_\_\_\_ No \_\_\_\_\_

#### INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) \_\_\_\_\_

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? \_\_\_\_\_  
Local Match \_\_\_\_\_  
Total? \_\_\_\_\_

SIGNED: [Signature] DATE: 8-6-14