

LONG DISTANCE VOICE SERVICES ICB AGREEMENT

This Agreement between SBC Global Services, Inc dba A&T Global Services, a Delaware corporation, with a place of business at One SBC Plaza, Dallas, Texas 75202 on behalf of SBC Long Distance, LLC ("AT&T"), and County of San Mateo ("Customer"), a California government agency, with a place of business at the address in the signature block below, is effective as of the date last signed below ("Effective Date") The Expiration Date of this Agreement shall be the date upon which the last of the various Services purchased hereunder expires

I Term and Service(s): 3 Years - For the purpose of this Agreement, the Services are Long Distance Voice and Dedicated Voice Access

II New or Upgrade to Existing SBC Long Distance Addendum or Agreement

This is a new SBC Long Distance Agreement

III INTERSTATE VS. INTRASTATE TRAFFIC

Customer hereby certifies that the percent interstate usage of the Service hereunder is

At least 18% of voice traffic is Interstate or International

This offer is valid only if this Agreement is executed by Customer on or before March 1st, 2006. If this Agreement is not executed by Customer on or before that date, this offer is automatically withdrawn without Notice to Customer

SO AGREED by the Parties' respective authorized signatories

COUNTY OF SAN MATEO	AT&T GLOBAL SERVICES, INC ON BEHALF OF ITSELF AND/OR SBC LONG DISTANCE, LLC
----------------------------	--

455 County Center	Address	1550 Leigh Avenue
Redwood City, CA 94063	City/State	San Jose, CA 95076

By:	By:
_____	<u>Patricia A. Knox</u>
Name: Chris Flatmoe	Name: Patricia A. Knox
_____	_____
Title: CIO	Title: Contract Mgr.
_____	_____
Date:	Date:
_____	_____

1 ADDITIONAL TERMS AND CONDITIONS. THIS AGREEMENT IS SUBJECT TO (1) THE VOICE AND DATA PRODUCT REFERENCE AND PRICING GUIDEBOOKS ("GUIDEBOOKS") CONTAINING PRODUCT DESCRIPTIONS, TECHNICAL INFORMATION, DEFINITIONS, AND SBC LONG DISTANCE VOICE TERMS AND CONDITIONS OR SBC LONG DISTANCE DATA TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO YOUR INDEMNIFICATION OBLIGATIONS, LIMITATIONS ON SBC LONG DISTANCE'S LIABILITY, AND OTHER LEGAL PROVISIONS THAT AFFECT YOUR RIGHTS UNDER THIS AGREEMENT, AND (2) APPLICABLE STATE TARIFFS. BY SIGNING THIS AGREEMENT CUSTOMER ACKNOWLEDGES AND EXPRESSLY AGREES TO BE BOUND BY SUCH ADDITIONAL TERMS AND CONDITIONS. These Guidebooks and tariffs, as modified from time to time, are incorporated into this Agreement by reference. The Guidebooks can be obtained at www.sbc.com/ldguidebooks or from an AT&T salesperson. Unless defined herein, capitalized terms shall have the meanings defined in the Guidebooks. In the case of an inconsistency or conflict between terms and conditions of an applicable tariff or Guidebook, or this ICB Agreement, the governing order of precedence will be (1) this ICB Agreement, (2) the applicable tariff or Guidebook. This Agreement shall at all times be subject to such modifications as a PSC/PUC and/or the FCC may, from time to time, require under their respective jurisdictions.

2 Term This Agreement will become effective when executed by both parties (the "Effective Date") and will remain in full force and effect until the last Service purchased hereunder expires (the "Expiration Date"). Each Service ordered hereunder shall carry a term as specified in Section I of the first page of this Agreement and commencing on the date service is first established under the rates of this Agreement. The term of this Agreement will be automatically extended at the prices, terms and conditions set forth herein for two additional one year

LONG DISTANCE VOICE SERVICES ICB AGREEMENT

terms (each a "Renewal Term") unless Customer provides to AT&T a written notice of Customer's intent not to renew this Agreement at least 30 days' prior to the scheduled expiration date and each Renewal Term expiration date of this Agreement, as applicable. If Customer does not negotiate a new agreement or provide 30 days advanced notice of cancellation by the Expiration Date or prior to the expiration of the Services, as applicable, the Services will continue on a month-to-month basis and the pricing for the Services will revert to the standard rates as listed in the Guidebooks on the date of expiration, subject to future rate changes.

3 Long Distance Voice Services

3.1 Description of Service Long Distance Service - High Volume Outbound Calling enables Customer to place domestic and international Direct Distance Dialed ("DDD") calls. Toll Free Service ("TFS") is a reverse-billed service using a universally recognized numbering scheme that allows Customer to pay for all incoming calls. These calls may be placed from/to the Public Switched Telephone Network ("PSTN") or from/to Dedicated Voice Access ("DVA") facilities, Dedicated Outbound Voice Service ("DOVS") or PRI-ISDN ("PRI").

3.2 The rates in Section 3.4 shall be fixed for the term of this Agreement.

3.3 Rates are in lieu of any other discounts specified in any other applicable Guidebooks, tariffs, and/or rate schedules.

3.4 High Volume Calling Plan Rates

3.4.1 Domestic High Volume Calling Plan Rates- Per Minute

	High Volume Switched Outbound Calling and Calling Card ^{***}	High Volume Dedicated Outbound Calling	High Volume Switched Toll Free Calling ^{1 & 2}	High Volume Dedicated Toll Free Calling ^{1 & 2}
Interstate ³	\$ 0 0320	\$ 0 0252	\$ 0 0320	\$ 0 0252
Intrastate				
California	\$ 0 0320	\$ 0 0297	\$ 0 0320	\$ 0 0297

¹Pursuant to the Guidebooks, TFS and optional features for TFS have recurring and non-recurring charges. Unless otherwise specified in this Agreement, the rates in the Guidebook will apply.

²This does not include any Payphone Origination Charges that may apply.

³Interstate calls from any state where Customer has SBC Long Distance Services are eligible for the Interstate rates.

***** The Interstate/Intrastate Calling Card rate is equal to the Interstate/Intrastate Switched Outbound rate**

3.5 Annual Minimum Customer shall purchase at least \$30,000.00 of High Volume Calling Plan Services (excluding applicable taxes and surcharges) from AT&T for each year of this Agreement ("Minimum Annual Commitment" or "MAC"). The monthly recurring charges from AT&T for the TFS, DVA, DOVS, or PRI will contribute to the MAC (excluding applicable taxes and surcharges). If Customer fails to satisfy the MAC, Customer will be billed and required to pay an under-utilization charge (which Customer agrees is reasonable). The under-utilization charge shall be equal to the difference between the amount billed to Customer by AT&T for Services for the year (excluding taxes and surcharges) and the MAC.

3.6 In consideration of the services provided by AT&T in accordance with all terms, conditions, and specifications set forth herein, Customer shall make payment to AT&T based on the rates and in the manner specified herein. In no event shall the Customer's total fiscal obligation under this Agreement exceed SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000.00).

Customer will monitor the payments to AT&T. Should payments approach the not to exceed limit before the end of the contract term, Customer will submit an amendment to the contract to the Customer's Board of Supervisors requesting an increase to the total fiscal obligation under this Agreement. The amendment, should it be needed, will be completed in a timely manner. Should the amendment not be approved before the not to exceed amount is reached, the Customer's rates specified herein, would revert to a standard month to month arrangement as listed in the Guidebooks, subject to future rate changes.

3.7 Domestic Rates Except as specified in Section 3.2, the rates for all other Intrastate and interstate traffic shall be then current rates set forth in the Domestic High Volume Calling Plan that are in effect on the Effective Date of this Agreement (as specified in the Guidebooks and applicable Tariffs) for the term of this Agreement. If the MAC in Section 3.3 does not match a MAC and/or term commitment in the Guidebooks, the next lower MAC or term commitment will be used. The High Volume Calling Plan associated with this Agreement is High Volume Calling III.

3.8 International Rates The rates for all other international traffic shall be the then current rates set forth in the High Volume Calling III International Plan in Section 8 of the Guidebook. All of these charges are subject to change during the term of this Agreement.

LONG DISTANCE VOICE SERVICES ICB AGREEMENT

3.9 Recurring and Non-Recurring Charges for Toll Free Service

3.9.1 Domestic Toll Free Service Recurring and Non-Recurring Charges

	Monthly Recurring Charge	One Time Charge	Change Charge
Domestic			
TFS National Directory Assistance Listing (800-555-1212) (per TFS Number)	\$0.00	\$0.00	
Toll Free Call Routing 1 - 3 plans (per TFS Number)	\$0.00	\$100.00	\$100.00
Toll Free Call Routing 4 - 99 plans (per TFS Number)	\$50.00	\$100.00	\$100.00
Toll Free Alternate Routing Selection (per TFS Number)			\$50.00
Busy/No Answer Overflow (per trunk group)	\$0.00		\$50.00
Real-Time ANI Delivery (per trunk group)	\$0.00	\$200.00	
DNIS (per trunk group)	\$0.00	\$250.00	\$50.00
Toll Free Service Number terminated over a Switched facilities (per TFS Number)	\$5.00	\$0.00	
Toll Free Service Number terminated over a DVA facility (per trunk group up to 250 Toll Free Numbers)	\$50.00	\$0.00	

3.10 Billing Increments Domestic and International usage rates are per minute of use ("MOU")

Price Plan	Initial Period	Additional Periods
Domestic Outbound High Volume Calling Plan	18 Seconds	1 Seconds
Domestic High Volume Calling Plan TFS (Inbound)	18 Seconds	1 Seconds

Call durations shall be rounded up to the next applicable billing increment. Each rated call that contains a fraction of a cent shall be rounded either up or down to the nearest cent, as set forth in the Guidebook.

4 Dedicated Voice Access.

4.1 Description of Service Dedicated Voice Access ("DVA") is a Local Access permanent dedicated bandwidth for Customer's exclusive use. It provides one permanent, continuous, unbroken circuit path between Customer's location and AT&T's Point of Presence ("POP"). The DVA is purchased from a local access provider and AT&T will bill Customer for this DVA Service.

4.2 The rates in Section 4.4 shall be fixed for the term of this Agreement.

4.3 Rates are in lieu of any other discounts specified in any other applicable Guidebooks, tariffs, and/or rate schedules.

4.4 DS1 DVA Locations.

4.4.1 Customer Specific locations

City	State	NPA/NXX	Bandwidth	Quantity	Monthly Recurring Charge Each	Non-Recurring Charge Each
Redwood City	CA	650/363	DS1	1	\$200.00	\$0.00

Total Monthly Recurring and Non-Recurring Charges	\$200.00	\$0.00
Sum of (Quantities x Charge Each)		

4.4.2 Customer will be responsible for any termination charges assessed by the Local Access Provider, for any Local Access Service procured by AT&T on its behalf. Each DVA installed must remain in Service for at least 1 year (the "Initial Term"). AT&T has agreed to waive the \$250 Installation Charge. For each DVA disconnection prior to the full Initial Term, Customer will incur early termination fees of \$250 per DVA.

LONG DISTANCE VOICE SERVICES ICB AGREEMENT

- 4.5 **Local Access** Customer has requested AT&T to provision DVA circuits between the Customer location and the serving wire center and AT&T will bill Customer for this DVA Service. Local Access Service is offered subject to the availability of the necessary systems, facilities, equipment, and where AT&T provides Service. If Customer requests Service which requires special construction in order to become available, and AT&T agrees to provide such requested Service, AT&T shall pass through any such special construction charges to Customer with Customer's prior written acceptance to incur such special construction charges.
- 5 **Limitations and Qualifications**
- 5.1 AT&T will act on behalf of Customer to provision any requested Local Access circuits between the Customer location and the serving wire center and AT&T will bill Customer for this Local Access Service. Local Access Service is subject to the availability of the necessary systems, facilities, equipment, and where AT&T provides Service.
- 5.2 Rates are in lieu of any other discounts specified in any other applicable Guidebooks, tariffs, and/or rate schedules.
- 5.3 If Customer requests Service which requires special construction in order to become available, and AT&T agrees to provide such requested Service, AT&T shall pass through any such special construction charges to Customer following Customer's prior written acceptance to incur such special construction charges.
- 5.4 Services provided hereunder shall not be resold or provided to third parties.
- 5.5 **Credit and Deposits** AT&T reserves the right to require Customer to establish, re-establish, and/or maintain creditworthiness at any time and to the satisfaction of AT&T. AT&T reserves the right to examine the credit record and check the references of Customer at any time. If Customer's financial condition is unknown or unacceptable, AT&T reserves the right to require a security deposit, which AT&T may apply to overdue charges. AT&T shall determine the amount of any deposit, in its sole discretion, up to three months' estimated usage. AT&T shall pay interest on deposits as required under state law. AT&T may review Customer's account to determine whether all amounts due have been paid within these terms and conditions. If Customer's payment history is satisfactory, AT&T shall refund the deposit in full within the time prescribed under state law.
- 6 **Customer Mass Outbound Calling Device Usage.** CUSTOMER ACKNOWLEDGES AND AGREES THAT USE OF AUTODIALERS, PREDICTIVE DIALERS OR OTHER DEVICES THAT GENERATE AUTOMATED OUTBOUND CALLS IN CONJUNCTION WITH PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT IS STRICTLY PROHIBITED. AT&T MAY TERMINATE THIS AGREEMENT IMMEDIATELY SHOULD CUSTOMER USE SUCH DEVICES.
- 7 **Billing – Monthly Recurring and Non-Recurring Charges.** Monthly Recurring Charges are a recurring charge billed each month in advance. Non Recurring Charges are a one-time charge billed when the Service is installed or moved. Customer understands the quantities listed with monthly recurring charges in this Agreement shall be billed throughout the term of this Agreement.
- 8 **Non-disclosure and Publicity** Except as required by law or as reasonably necessary for a party to perform its obligations under this Agreement, each party will keep this Agreement confidential. Notwithstanding the foregoing, Customer agrees that during the term of this Agreement, AT&T may refer to Customer, orally and in writing, as a customer of AT&T and may publish a press release announcing in general terms that AT&T and Customer have entered into this Agreement and AT&T may in general terms describe the activities contemplated hereunder. Any other reference to one party by the other party requires written consent of the first party. With respect to Service regulated by the Public Utility Commission of Ohio, and subject to the regulations of the Commission, AT&T will not (and this Agreement does not) restrict Customer's ability to disclose the existence of this Agreement.
- 9 **Non-discrimination** Customer acknowledges AT&T's compliance of Non-Discrimination and Equal Employment Opportunity.
- 10 **Insurance.** At all times during this Agreement, AT&T shall provide and maintain, at AT&T's expense, the following types of insurance:
- A AT&T provides insurance for general liability that meets or exceeds the limits of \$1,000,000.00. This provides protection for Bodily Injury and Property Damage and supplementary coverages for Contractual Liability to cover liability assumed under this Agreement, Product and Completed Operation Liability Insurance, and Broad Form Property Damage Liability Insurance.
 - B AT&T provides insurance for automobile liability that meets or exceeds the limits of \$1,000,000.00. Such insurance shall extend to owned, non-owned and hired automobiles used in the performance of this Agreement and shall comply with applicable statutes.
 - C General Liability \$5,000,000 per occurrence for bodily injury, personal injury and property damage. Automobile Liability \$1,000,000 per accident for bodily injury and property damage. Employer's Liability \$1,000,000 per accident for bodily injury or disease.
 - D Professional Liability. AT&T shall maintain professional liability policy or policies insuring against liability for errors and omissions covering the professional activities contemplated under this Agreement in an amount of not less than \$1,000,000.00 (One Million Dollars) each claim. AT&T shall, at Customer's request, provide a Certificate of Professional Liability Insurance.

LONG DISTANCE VOICE SERVICES ICB AGREEMENT

E AT&T does not insure against any claims and/or losses caused, in whole or in part, by the Customer or their officers, agents and employees, or any third persons

- 11 Termination Charges. Customer may terminate this Agreement or disconnect, in whole or in part, Service at any time and without cause upon written notice to AT&T. If this occurs during the term, AT&T will compute the termination charges according to the following formula and render a bill to Customer, which Customer agrees to pay within 30 days

Long Distance Service

- 100% of any waived Non Recurring Charges and Rebates
- 50% of the remaining MAC for each year remaining in Long Distance Voice term

For all of the Services above, Customer will be responsible for any termination charges assessed by the Local Access Provider, for any Local Access Service procured by AT&T on its behalf

**COUNTY OF SAN MATEO
APPROPRIATION TRANSFER REQUEST**

REQUEST NO
ATR6 024

DEPARTMENT
Information Services Department

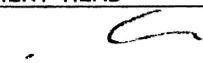
DATE
19-Jan-06

1 REQUEST TRANSFER OF APPROPRIATIONS AS LISTED BELOW

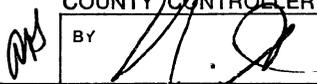
	C O D E S		AMOUNT	DESCRIPTION
	FUND OR ORG	ACCOUNT		
From	18640	8612	244,950 00	Departmental Reserves
To	18640	7311	244,950 00	Fixed Assets - Equipment

Justification (Attach Memo if Necessary)

To transfer funds from the Departmental Reserves Account for the purpose of purchasing equipment to upgrade the current voicemail system to the Nortel Call Pilot System.

DEPARTMENT HEAD
BY  DATE 1-23-06

2 Board Action Required Four-Fifths Vote Required Board Action Not Required
Remarks

COUNTY CONTROLLER
BY  DATE 1-23-06

3 Approve as Requested Approve as Revised Disapprove
Remarks

COUNTY MANAGER
BY _____ DATE _____

DO NOT WRITE BELOW THIS LINE — FOR BOARD OF SUPERVISORS' USE ONLY

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

RESOLUTION TRANSFERRING FUNDS

RESOLUTION NO _____

RESOLVED, by the Board of Supervisors of the County of San Mateo, that

WHEREAS, the Department hereinabove named in the Request for Appropriation, Allotment or Transfer of Funds has requested the transfer of certain funds as described in said Request, and

WHEREAS, the County Controller has approved said Request as to accounting and available balances, and the County Manager has recommended the transfer of funds as set forth hereinabove

NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED that the recommendations of the County Manager be approved and that the transfer of funds as set forth in said Request be effected

Regularly passed and adopted this _____ day of _____, 19____

Ayes and in favor of said resolution _____ Noes and against said resolution _____

Supervisors _____ Supervisors _____