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9/20/10

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Pricing Schedule / Service Agreement

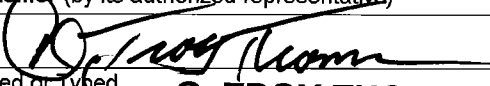
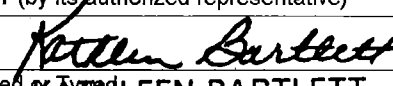
- Pricing Schedule to AT&T Agreement Reference No. \_\_\_\_\_ \*
- Service Agreement

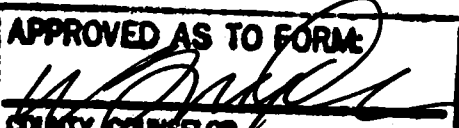
If neither box above is checked then this document is a standalone Service Agreement.

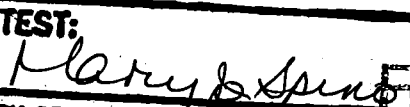
\* This document may be used as a Pricing Schedule only if attached to an Agreement referred to internally at AT&T as a UA MSA, UA MA or UA SSTC.

<b>Customer ("Customer")</b>	<b>AT&amp;T ("AT&amp;T")</b>
Jackson County 415 E 12 Kansas City Mo 64106 USA	For purposes of this Pricing Schedule/Service Agreement, AT&T means the Service Provider specifically identified herein.
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Sales Contact Information and for Contract Notices</b> <input type="checkbox"/> Primary Sales Contact
Name: Mike Lear Title: Telephone: 816 881-3153 Fax: E-mail: Address for notices, if different from above: Street Address City State Zip Code USA	Account Rep Name: First Last Title: Account Manager Telephone: 816 275-0220 Fax: 816 585-3715 Email: jim.monning@att.com Street Address: 500 E 8 <sup>th</sup> St City: Kansas City State: MO Zip Code: 64106 <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
<b>AT&amp;T Authorized Agent or Representative Information (if applicable)</b> <input type="checkbox"/> Primary Sales Contact	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code: _____	

Customer agrees to purchase Service in the quantities and according to the prices and terms and conditions set forth in this Pricing Schedule/Service Agreement and the applicable Tariff(s) and Guidebook(s). If this document serves as a Service Agreement (as indicated above), the Service Agreement is subject to: (a) the terms of the applicable Tariff, if the Service is offered pursuant to Tariff, or (b) the AT&T Business Service Agreement (BSA), if the Service is not offered pursuant to Tariff. Tariffs, Guidebook(s) and the BSA can be found at [www.att.com/servicepublications](http://www.att.com/servicepublications). Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate identified below as the Service Provider. To the extent this Pricing Schedule/Service Agreement relates to Services provided in Texas, Customer acknowledges the possibility of purchasing the Services provided hereunder from other providers. Throughout the remainder of this document, this document shall be referred to as the "Pricing Schedule".

<b>Customer (by its authorized representative)</b>	<b>AT&amp;T (by its authorized representative)</b>
By:  Printed or Typed Name: <b>Q. TROY THOMAS</b> Title: <b>Director of Finance &amp; Purchasing</b> Date: <b>September 28, 2010</b>	By:  Printed or Typed Name: <b>KATHLEEN BARTLETT</b> Title: <b>CONTRACT SPECIALIST - CUSTOMER CONTRACTS</b> Date: <b>8-31-10</b>

**APPROVED AS TO FORM**  
  
**COUNTY COUNSELOR**

**ATTEST:**  
  
**CLERK OF COUNTY LEGISLATURE**

**FILED**  
SEP 30 2010

AT&T And Customer Confidential Information

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$ 22,192.80, which is hereby authorized.

September 25, 2010  
Date

[Signature]  
Director of the Department of Finance  
Acct. No. 001-5101-56430 \$ 20,924.64  
004-5104-56430 \$ 475.56  
045-4500-56430 \$ 792.60  
13052010003



**AT&T ILEC Plexar® ("Service")  
Custom Service SW-4325B**

**Pricing Schedule / Service Agreement**

This Pricing Schedule outlines Individual Case Basis Terms & Conditions for Plexar® - Custom Service. This Pricing Schedule is effective on the date of last signature ("Effective Date"), unless the rules of a regulatory authority having jurisdiction respecting the Service would require a later date, or an applicable tariff or guidebook ("Tariff") filing would require a later date, then the Effective Date of this Pricing Schedule shall be in accordance with such rules. AT&T and Customer are sometimes referred to in this Pricing Schedule collectively as the "Parties" or individually as a "Party."

The term "Pricing Schedule" refers to this Pricing Schedule, associated Attachment (SW-4325C), or other attachments, and any applicable Tariff. All material changes to this Pricing Schedule, including any new or revised Attachment and/or other attachments, must be signed by Customer and AT&T.

**1. SERVICE PROVIDER AND TARIFF OR GUIDEBOOK: (Check only one.)**

<input type="checkbox"/>	Southwestern Bell Telephone Company d/b/a AT&T Arkansas – General Exchange Tariff, Section 22
<input type="checkbox"/>	Southwestern Bell Telephone Company d/b/a AT&T Missouri – General Exchange Tariff, Section 45
<input checked="" type="checkbox"/>	Southwestern Bell Telephone Company d/b/a AT&T Kansas – General Exchange Tariff, Section 45
<input type="checkbox"/>	Southwestern Bell Telephone Company d/b/a AT&T Oklahoma – General Exchange Tariff, Tab 25
<input type="checkbox"/>	Southwestern Bell Telephone Company d/b/a AT&T Texas – General Exchange Tariff, Section 5

**2. SCOPE OF SERVICE**

Plexar-Custom Service ("Service") is a central-office based business communications system, which serves customers with a minimum of 75 stations within a single serving office.

The Service is provided by AT&T utilizing existing AT&T facilities and equipment, construction of new facilities, the purchase of new central office equipment, or any combination thereof. The Service is provided by an arrangement of station lines, switching equipment, customer facility groups, and other facilities located on AT&T's premises.

To the extent this Pricing Schedule relates to Services provided in Texas, Customer acknowledges the possibility of purchasing the Services provided hereunder from other providers.

**3. TERM AND EFFECTIVE DATES**

**A. Term and Term Start Date:** The Term is specified in the Attachment; the Term begins ("Term Start Date") when the Service is first provisioned or otherwise available for Customer's use at any single Site at the rates provided in an Attachment. If regulatory approval is required to initiate the Service, then in no event shall the Term Start Date occur before the date of final approval by the regulatory agency with jurisdiction over the Service. No rates or discounts shall be applied before the Term Start Date. Upon the expiration of the Term, any rates or discounts provided under this Pricing Schedule will no longer apply.

**B. Effective Date of Rates and Discounts:** Term Start Date

**C. Term of this Pricing Schedule:** This Pricing Schedule shall be effective from the Effective Date and shall remain in effect until Service provided under any associated Attachment expires or is otherwise terminated.

**4. GENERAL PROVISIONS**

**A.** Service will be provided to Customer for a Term as specified on AT&T Plexar-Custom Service Arrangement Attachment, Services Covered, SW-4325C attached and made a part of this Pricing Schedule. The Service is intended for the administrative use by Customer only and should not be used by or resold to any other entity.

**B.** This Pricing Schedule shall be subject to all applicable Federal, State, and Local laws, ordinances, and regulations. If Federal or State law prohibits Customer from executing any agreement that extends beyond Customer's fiscal year, then the term of the Pricing Schedule shall be deemed to be through Customer's fiscal year, and automatically renewable at the beginning of each fiscal year throughout the Term. If, after the first fiscal year of Service under this Pricing Schedule, funds are not appropriated to continue paying for a particular Service in a subsequent fiscal year, then Customer may terminate that particular Service effective the last day for which funds were duly appropriated ("Date of Termination"), without being subject to termination charges; provided,

**AT&T And Customer Confidential Information**



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however, that (i) Customer shall be obligated to pay all charges incurred through the Date of Termination, plus any unpaid, non-recurring charges that may be owed AT&T on the Date of Termination; (ii) Customer shall use its best efforts to obtain funding for that particular Service; (iii) Customer agrees not to obtain substantially similar service and/or equipment to replace those provided under this Pricing Schedule for a period equal to the remainder of the Term as of the Date of Termination; and (iv) Customer may exercise such right to terminate upon delivery to AT&T of a 30-day written notice setting forth the reason for termination and, within 30 days following the delivery of such written notice, Customer shall provide AT&T a legal opinion of Customer's counsel certifying that no funds have been appropriated or otherwise made available for payments due under the Pricing Schedule and that funds have not been made available for the acquisition of substantially similar service and/or equipment to replace those provided under this Pricing Schedule. In Oklahoma, this Pricing Schedule is subject to the provisions of the Oklahoma Constitution pertaining to public indebtedness, and Title 15 O.S. §§213, 214, and 215; and, the rates and charges, terms, and conditions of this Pricing Schedule, including form SW-4325C, are subject to the review and/or approval by the regulatory authorities of the state of Oklahoma.

C. Items specified in the attached SW-4325C will be provided at the rates and charges shown.

5. CUSTOMER SERVICE LOCATION(S) & PLEXAR STATION QUANTITIES

A. Service shall be provided to Customer at the locations specified and at the quantities for Plexar station types (Digital, Basic, Off-Premises and/or Non-Working Plexar Stations) shown on SW-4325C attached.

B. Installation of Off-Premises stations will be subject to charges set out in the SW-4325C, charges in applicable sections of AT&T's tariffs, and all other terms and conditions of this Pricing Schedule.

6. FIXED PAYMENT PLAN PROVISIONS

A. The Fixed Payment Plan provides that Customer shall pay a monthly rate for Service over the Term, beginning on Term Start Date.

B. Installation and Non-recurring Charges shown for this Service may be deferred over the Term. For Service Components added after Term Start Date ("Additions"), Customer may elect to defer installation and Non-recurring Charges over the remaining Term based on the discount rate referenced on the SW-4325C. Installation and Non-recurring Charges will be applied each and every time services are installed or reinstalled.

C. Service rates are not subject to increases initiated by AT&T during the Term.

D. Services not specified in the attached SW-4325C, including tariffed exchange access services and/or trunk services and miscellaneous service offerings, are subject to AT&T-initiated rate changes.

E. The rates and quantities specified in the attached SW-4325C are applicable to Additions made during the period of the Term. Charges for monthly Additions begin at installation of the Addition and end at the end of the Term.

7. PROVISIONS FOR DISCONNECTION'S OR MOVES

A. Disconnection of Plexar Stations

If Customer disconnects Plexar stations before the expiration of this Pricing Schedule, the Customer shall pay a termination fee. Termination fee is applicable only on those Plexar stations disconnected that result in a reduction in the number of remaining in-service Plexar stations below 65% of the Existing Quantity (plus all other Term Start Date station quantities resulting from subsequent system additions during the Term). The termination fee is the present worth of the sum of the station rates for the unexpired portion of the Term for the number of Plexar stations determined above. In addition, the present worth of any installation and Non-recurring Charges that have been deferred must be paid in full. AT&T will use the discount rate shown on the attached SW-4325C to determine the present worth of these charges.

B. Complete Disconnection of Service

If Customer disconnects Service in its entirety, the Customer shall pay a termination fee. The termination fee is the present worth of the sum of the station rates for the unexpired portion of the Term for the number of stations determined in paragraph 6.A above or 65% of the Existing Quantity (plus all other Term Start Date station quantities



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resulting from subsequent system additions during the duration of the Term), whichever is greater. In addition, the present worth of any installation and Non-recurring Charges that have been deferred must be paid in full. AT&T will use the discount rate shown on the attached SW-4325C to determine the present worth of these charges. Previously disconnected Plexar stations, for which termination liability has already been incurred by Customer, shall not be included in calculating station termination liability for a complete disconnection of service.

C. Moves of Service to Different Customer Locations

Where facilities permit, Customer may move the Service and other AT&T services from one Customer location to another, subject to the appropriate installation, Non-recurring, and recurring charges associated with the move; and subject to regulatory approval, where applicable. Monthly rates for Plexar stations at the new location will be based on the then-existing rate and will be set out in an Attachment to this Pricing Schedule. Fixed monthly rates for features affected by the move will also be established by an Attachment to this Pricing Schedule at the time of the request. A termination fee may apply if the 65% condition of paragraph 6.A above is met. These charges shall become due and immediately payable upon termination.

8. MISCELLANEOUS PROVISIONS

Any subsequent Attachment shall be coterminous with the original contract period unless the Customer initially requests a shorter term.

One primary directory listing will be furnished with this Service in accordance with the regulations set forth in the Directory Listings section of AT&T's Tariff.

The assignment of telephone numbers for this Service shall be in accordance with the Rules and Regulations Applying to All Customers' Contracts section of AT&T's Tariff.

At the specified locations, Customer shall furnish to AT&T sufficient floor space and the necessary wiring, outlets, and commercial power for the operation of the Service; the Customer will be responsible for the safe condition of such floor space, wiring, outlets, and power.

Service Connection Charges that apply to the Service are listed in the attached SW-4325C. Service Connection Charges included may be in the form of Plexar-Custom Establishment Charges, subsequent Station and/or System Change Charges. Subsequent Station and/or System Change Charges may apply should Customer change a feature on a station after the initial installation of such feature. The Service Connection Charges listed in SW-4325C do not include Simulated Access Line Charges, which may also apply.

Should Customer elect to add the Optional Features listed in the attached SW-4325C, the monthly rates in the SW-4325C will apply.

Monthly End User Common Line Charges will be billed to Customer for each Plexar-Custom station as prescribed by the Federal Communications Commission and set forth in AT&T's Access Tariff.

9. ENTIRE AGREEMENT

This is a Pricing Schedule for Plexar Service, as that Service is offered in the applicable, filed State Tariff(s) or Guidebook. This supersedes all prior representations, warranties, or agreements, whether oral or written, express or implied. This Pricing Schedule, including AT&T form SW-4325C and any other Attachments, and the Tariff constitute the entire agreement of the Parties for the provision and use of the Service and can be amended only by a writing signed by both of the Parties.

<i>For internal use only</i>	
Billing Telephone Number for Existing service, if applicable:	816 881-1001 161
Program Code:	

End of Document



**II. SERVICE CONNECTION CHARGES**

Double Click Table to Enter Information

**A. Establishment Charges** (if applicable).

Description - Service Components	USOC	Non-Recurring Rate each
<b>Establishment Charges</b> - When initiating or adding Plexar-Custom service, AT&T will assess Customer an Establishment Charge per host central office to establish Plexar-Custom service in any host and/or its associated remote offices unless the Customer already has Plexar II, Plexar-Custom, or Centrex III service in the affected host and/or associated remote offices. Central Office Type (Enter All That Apply DMS100, 5ESS or TAESS)	NA	NA

**B. Station/System Change Charges** (if applicable)

Description - Service Components	USOC	Non-recurring Rate each
<b>Station Change Charge</b> One charge per station applies for 5 features or fewer per service order.	NA	NA
<b>System Change Charge</b> One charge applies for any system change. (per technology) Central Office Type (Enter All That Apply DMS100, 5ESS and or 1 AESS)	NA	NA

9/15/10  
 Date  
 Customer Initials  
 RT





Contract ICB PS#:

**IV. Optional Feature Charges.** If features are listed below, Customer may add the following Optional Features/Service Components at the discounted rates below for the entire Term of this Plexar-Custom Service Arrangement. (Add additional pages if needed.)

Description - Service Components	USOCs	Monthly Recurring Rate Each	Non-Recurring Rate Each
Basic Plexar Station	SHWCF	\$11.60	\$52.00
ACD Advanced Feature PKG	SWZ6K	\$1.40	\$0.00
Electronic Sets	SWZ6M	\$0.60	\$0.00
ACD Display Feature PKG	SWZ6N	\$1.00	\$38.00
Electronic sets Per Agent	SWZ8E	\$3.75	\$0.00
Additional Queue Slot per Queue Slot/ 5ESS	SWZ6G	\$11.25	\$3.00
Agent Status Lamp Per ACD group/ DMS	SWZ6F	\$11.25	\$8.00
Basic ACD Electronic Sets per additional Agent DMS	SWZ6C	\$1.00	\$0.00
Basic ACD Electronic Sets per initial agent DMS	SHWDN	\$2.65	\$0.00
Basic ACD on Non Electronic Sets per agent DMS	SHWDF	\$0.15	\$2.00
Basic UC D Package Per UC D group DMS	STWCL	\$1.35	\$10.00
Business Set Feature Pkg per station	SWZA8	\$0.30	\$0.00
Business Set Interface Package per station DMS	SHWCJ	\$0.95	\$10.00
Display Agents Summary Key per agent DMS	STWEF	\$1.85	\$2.00
Enhanced Electronic Set Proprietary ISDN Interface Package per station DMS	SWZ1U	\$13.50	\$9.00
Message Waiting Lamp (E Card) per station DMS	SWZS5	\$0.20	\$0.00
Mini console Feat PKG per answering position DMS	SOZMU	\$28.00	\$18.00
Multiset Queue Status Display with Refresh per agane DMS	SOZPS	\$12.00	\$43.00
Music Customer Provided Dedicated per music source Preset Conference per system	SWZ15	\$0.50	\$30.00
Queuing per queu slot DMS	SWZ2R	\$0.90	\$51.00
Second and Third Recorded Announcement DMS			

Simplified Message Desk Capabilities Package per station			\$0.20	\$0.00
(75+) DMS	STWBF			
Speed Calling Long List 30 Numbers per station DMS	SWZ3L		\$0.50	\$3.00
Station Controlled conferenc 6 port shared per station	SWZ12		\$0.20	\$3.00
Stutter Dial Tone for Message Waiting without SMDI per station DMS	SWZ21		\$0.00	\$2.00
Transfer for UCD per UCD group DMS	SWZ3W		\$0.10	\$0.00

9/28/10 Date                      Customer Initials