

INFORMATION SERVICES



COUNTY OF SANTA CRUZ

GOVERNMENT CENTER
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KENNETH D. WEDDERBURN
DIRECTOR

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July 30, 1998

Agenda: August 18, 1998

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

State Master Agreement for Select Telecom Circuits

Dear Board Members:


In recent months the Telecom Division of the Information Services Department has been working to identify potential savings in telecommunications charges. By joining the Master Agreement between the State of California and Pacific Bell - our local carrier, for selected circuits, Santa Cruz County will realize an annual savings of \$29,602.

Attached is a table of selected circuits that show current tariff rates and rates under the State Master Agreement, This paper transaction will cause no physical change to the circuits, or the level of services provided. Similar savings will be realized as new circuits are added.

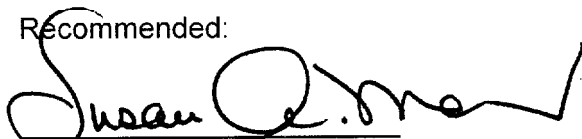
It is therefore RECOMMENDED that your Board:

1. Accept and file this report.
2. Authorize the Information Services Director to join the State Master Agreement and sign the attached "Authorization to Order Channel Termination and T-I Circuits under State Master Agreement - Exhibit 27".

Sincerely,


Kenneth D. Wedderburn
Director of Information Services

Recommended:


SUSAN A. MAURIELLO
County Administrative Officer

cc: County Administrative Officer
Cheryl Fyfe, ISD Administrative Services Officer

**AUTHORIZATION TO ORDER
ADN CHANNEL TERMINATION AND T-I CIRCUITS
UNDER STATE MASTER AGREEMENT
EXHIBIT 27**

Pacific Bell and the State of California have entered into a Master Agreement for Non-Tariffed Services and Equipment, dated April 12, 1979 ("Agreement") and Exhibit 27 to the Agreement providing ADN Channel Termination's and T-1 Circuits. Pursuant to the Agreement and Exhibit 27, Municipalities of the State are allowed to order ADN Channel Termination and T-I Circuits upon execution of this Authorization Order. A description of the ADN Channel Termination and T-I Circuits, applicable rates and charges and the specific terms and conditions under which the ADN Channel Termination and T-I Circuits will be provided to Municipalities of the State are fully set forth in Exhibit 27. A copy of Exhibit 27 is attached hereto.

The County of Santa Cruz ("Municipality") desires to order ADN Channel Terminations and T-I Circuits and Pacific agrees to provide such ADN Channel Terminations and T-I Circuits to Exhibit 27.

1. Municipality may, by placing service orders with Pacific, order any of the ADN Channel Termination and T-I Circuits listed in Exhibit 27. Pacific shall bill Municipality and Municipality shall pay to Pacific the rates and charges set forth in Exhibit 27 for such ADN Channel Terminations and T-I Circuits.
2. This Authorization or Order shall become effective upon execution and, unless sooner terminated as provided herein, shall remain in effect for the remaining term of Exhibit 27. No ADN Channel Terminations and T-I Circuits shall be ordered by Municipality or provided by Pacific until this Authorization to Order has been executed by both parties. In the event Pacific and State extend the term of Exhibit 27, Pacific will automatically extend the term of this Authorization to Order.
3. If the State terminates Exhibit 27 prior to the expiration of its term, Municipality may continue to subscribe to ADN Channel Terminations and T-I Circuits under the terms of this agreement for the remainder of the original term of Exhibit 27. If Municipality terminates this Authorization to Order prior to the expiration of the term of Exhibit 27 or disconnects all of the Service(s) provided pursuant to this Authorization to Order, Municipality shall pay a termination charge based on 65% of the Municipality's highest bill for Service(s) provided hereunder multiplied by the number of months remaining in the term of Exhibit 27.

4. By executing this Authorization to Order, Municipality agrees to subscribe to and Pacific agrees to provide ADN Channel Terminations and T-I Circuits in accordance with the terms and conditions of this Authorization to Order, Exhibit 27 and Pacific's tariffs on file with the CPUC, including but not limited to, the limitation of liability for errors or omissions in service which is set forth in Schedule Cal. P.U.C. No. A2.1, Rule 14.

5. Pursuant to Commission general Order 96-A, Exhibit 27 and this authorization to Order shall be at all times subject to such changes or modifications as the CPUC may from time to time direct in the exercise of its jurisdiction.

6. Municipality, upon execution of this form, certifies that Municipality has received and has reviewed the terms and conditions, including the rates and charges, of Exhibit 27.

IN WITNESS WHEREOF, The parties hereto have caused this Authorization to Order to be executed on the date shown below by their respective duly authorized representatives.

PACIFIC BELL

By: _____

Title: _____

Date Signed: _____

The County of Santa Cruz

(Municipality)

By: Kenneth Wedderburn

Title: Director of information Services

Date Signed: July 15, 1998

Doc Se on LEE GULLIVER
County Counsel

8.10.98

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
TELECOMMUNICATIONS **DIVISION**
NON-STATE AGENCY
SERVICE POLICY

The Department of General Services, **Telecommunications** Division (DGS-TD) strives to ensure that quality **telecommunications services** and commodities are provided to all State agencies to meet their needs in a **cost-effective**, efficient and timely manner. In support of that mission, the Division **periodically** negotiates reduced rate contracts/agreements with **LEC's** and **IXC's** for telecommunications services.

Although these contracts/agreements are negotiated specifically for State agencies, the State has the option to authorize their use by other public agencies. The following policies and **procedures** for requesting authorization to use a master **contract/agreement** have been established by DGS-TD to validate eligibility of the requesting agency and for management of State liability as the Customer of Record.

POLICY/PROCEDURE

Approval **from** the Department of General Services, Telecommunications Division, is required **prior** to the use of any DGS-TD Master Contract/Agreement for **Centrex/CentraNet** and related services. DGS-TD must also approve requests for service from **CALNET**, **CALDEX** or a DGS consolidated **Centrex/CentraNet**.

All requests along **with** required documentation will be submitted on a Telecommunications Service Request (STD. Form 20) and will be sent to the Department of General Services, Telecommunications Division, Customer Support Services, 601 Sequoia Pacific Blvd. MS 7-B, Sacramento, California 95814-0282.

All entities requesting use of any of the aforementioned services shall provide documentation to substantiate **that** they are:

1. an entirely tax supported agency
and
2. a non-profit **organization**.
or
3. an agency with a Joint Powers agreement with an agency **that** meets the requirements of **Item 1 and 2**.

Note: Any service authorized based on Joint Powers status must be used solely in support of Tax-supported/non-profit agency business and be discontinued at the termination of the Joint Powers **agreement**.

All agencies meeting the above criteria shall, for the purposes of this **document**, be referred to an "Authorized User". It is the responsibility of the **Authorized User** to ensure that the **contract/agreement** being requested will be used only in support of government business.

To obtain **authorization solely** for use of DGS-TD Master Contract/Agreement:

1. Complete a Telecommunications Service Request (**STD Form 20**)
2. Attach documentation substantiating "Authorized User" status.
3. Attach **a** signed copy of this "Service Policy" indicating you have read and agree **with the** conditions of this policy.
4. Submit package to DGS-TD.

To request service from **CALNET, CALDEX** or a **Department** of General Services (**DGS**) Consolidated **Centrex/CentraNet**, agencies are subject to the following additional requirements:

1. A General Services Agency Code shall be included on the Form 20. **If the** requesting agency does not have a **DGS Agency Code**, enter "Code Required" in the appropriate box and attach a separate sheet of paper with the entire billing name and address (limit of five lines).
2. All telephone numbers added or deleted throughout the tenure of the service must be reported in writing (as changes occur) to the Department of General Services, Telecommunications Division, Attn: **CALNET Accounts Administration**, 601 Sequoia Pacific Blvd., MS 7-D, Sacramento, CA 958 14, telephone number **(916)657-9450**. Update information shall include your DGS Agency Code and billing address.
3. Authorized Users are responsible for charges based on the Telecommunications Division's billing records until the Division has been **notified** in writing of the changes. No credits **will** be given for charges that accrue due to **noncompliance** with the notification procedure. Authorized Users may not re-bill other agencies for charges accruing, due to **noncompliance with** the notification procedure.
4. All invoices, received **from** the Telecommunications Division, which contain errors of \$5.00 or less **will** be paid as billed. **Specific** recurring errors of \$2.00 or more may be brought to the attention of **CALNET Accounts Administration (CAA)** for **correction** of **subsequent** invoices. Billing errors **over \$5.00 may also** be addressed to **CAA**.
5. **All** invoices for service provided via **CALNET, CALDEX** or a **DGS Centrex/CentraNet** shall be paid promptly and in their entirety subject to the conditions of Items 3 and 4 above.

6. The Authorized User is responsible for all bills associated with the **Centrex/CentraNet** service provided to their own agency. However, the Authorized User does not have authority to transfer that service to another agency.
7. **Centrex/CentraNet** or **CALDEX** lines shall **NOT** be authorized to be **connected** as trunks or tie lines to a Private Branch Exchange (**PBX**), to provide access to **CALNET**.
8. Approval for common block **additions/deletions** for a CALDEX of DGS Consolidated **Centrex/CentraNet** system must be obtained from **DGS-TD**. Requests should be submitted on a **Form 20** to DGS-TD, Customer Support Services, 601 Sequoia Pacific, Blvd., MS 7-B, Sacramento, CA 958 14.
9. **The State reserves the right to conduct periodic audits of all** authorized services to ensure compliance with **established** policies.

Violations of any of the requirements listed above may subject the Authorized User to penalty fees **and/or discontinuance** of service.

I understand and agree to all policies and **requirements** listed herein.

Signature

Kenneth Wedderburn Name

Director of information Services Title

County of Santa Cruz Agency

July 15, 1998 Date

Dee S. for LEE GULLIVER
County Counsel 8.10.98

EXHIBIT 27
TO THE MASTER **AGREEMENT** FOR
NON-TARIFFED SERVICES AND EQUIPMENT
BETWEEN PACIFIC BELL AND STATE OF CALIFORNIA

CUSTOMER
COPY

91

This Exhibit 27, dated _____, 1993, is incorporated by reference to the Master **Agreement for Non-Tariffed Services and Equipment** between Pacific **Bell** and State of California **dated** April 12, 1979 ("Agreement") ("Exhibit").

I. SCOPE

A. Pacific shall provide and State shall subscribe to an Advanced Digital Network ("**ADN**") and High Capacity Digital Circuits ("**T-1** Circuits"), as described herein, (hereinafter collectively referred to as "**Service(s)**") at any of State's locations which are sewed in **Pacific's** franchised territory. Additionally, Pacific shall provide such Service(s) to Cities, Counties, school Districts and other such entities (hereinafter referred to as "**Municipalities**") as further described in Section **III.** below. Pacific shall provide such Service(s) subject to the availability of equipment and facilities (including, but not limited to, switch capacity, memory, software, outside plant and cable).

B. This Exhibit shall be filed with the California Public Utilities Commission ("**CPUC**") pursuant to its *General Order No. 96-A*, and shall at all times be subject to such changes or modifications as the CPUC may from time to time direct in the exercise of its jurisdiction.

If. **TERM**

This Exhibit is effective upon execution by both parties ("Effective Date") and the initial term of this Exhibit shall end five years after the Effective Date. State shall have the option to extend the term of this Exhibit for an additional two years.

III. STATE MUNICIPALITIES

Pacific shall provide Service(s) under the terms and conditions set forth herein to Municipalities which have executed an Authorization to Order, a sample of which is attached hereto as Attachment No. 1 to this Exhibit. Additionally, Pacific shall provide Service to State locations and offices which have ordered Service hereunder pursuant to the State's *Form 20*.

IV. General Description of the ADN Digital Network and T1 Service

Advanced Digital Network: An existing dedicated digital private line service using a nodal architecture which provides for full duplex, four wire, end-to-end synchronous digital data transport which may include Channel Terminations, Inter-Office **Mileage** and Bridgeports, as defined in Pacific B.9 Tariff.

T-1 Circuits: An existing dedicated private line channel service suitable for the transmission of digital signals at a speed of up to 1.544 **Mbps** that provides the State large capacity transmission capabilities on a full time basis for multiple uses, as defined in Pacific's B.10 Tariff. T-1 Circuits consist of any two of the following three types of terminations and may include Inter-Office Channel Mileage (including fixed and per Airline Miles, as defined in Pacific's Tariffs **A2.1** and **A9.1.3**): 1) **Type A** termination is a 1.54.4 megabits-per-second digital channel between a customer's premises and a wire center (Type A termination is also referred to as a local distribution channel or **LDC**); 2) Type Q termination provides a digital interface connecting a **LDC** or T-1 interoffice channel to a central office service (i.e. **Centrex**) which is provided separate from the T-1; 3) **Type E** termination provides a digital interface connecting an LDC or T-1 interoffice channel to a Digital Cross Connect system (**DCS**) in an ADN hub. The **DCS** converts the 1.544 **mbps** channel to 24 DSO digital channels for cross connection.

v. STATE BASIC SERVICE

A. Minimum Quantities

State will subscribe to the minimum **ADN** Channel Terminations and T-1 Circuits as set forth below. In the event that ADN Channel Terminations or T-1 Circuits are disconnected and such disconnections bring the number of ADN Channel Terminations and/or T-1 Circuits below the minimum quantities stated herein, any additional ADN Channel Terminations or T-1 Circuits thereafter connected shall be considered as replacements for the disconnected Service(s).

1. ADN Channel Terminations

Min. Qty.	USOC	Description
323	VAN+P	Channel Termination Fixed Speed ADN
7909	DFOMO	channel Mileage Fixed Speed ADN

2. T-1 Circuits

Min. Qty.	USOC	Description
45	LCDHC	Type A Local Distribution Channel
256	CHC	Type D Distribution Channel
23	VAND	Type E Termination
4033	LNPX	Interoffice Channel Mileage

B. Central Office Locations where Service will be Provided

Although Pacific will provide its **Service(s)** to any of State's locations which are served out of any central offices within Pacific's franchised territory, State has, at this time, ordered Service(s) as follows:

1. LATA 1 Central Office Locations

<u>Central Office Descriptions</u>	No. of ADN Channel Terminations	No. of Circuits
ARCTCA11	0	1
BKLYCA01	8	4
CNCRCA01	3	2
COLACA01	1	0
EURKCA01	5	1
FRFDCA01	2	2
FRMTCA11	2	2
FRMTCA12	1	0
FTBRCA02	1	0
HYWRCA01	2	1
LKPTCA02	1	0
LRKSCA11	1	1
MTVWCA11	1	0
NAPACA01	5	1
OKLDCA03	6	4
OKLDCA12	1	0
PLALCA02	1	2
PLTNCA12	1	0
PSBGCA01	1	2
PTLMCA01	1	1
RCMDCA11	3	0

LATA 1 Central Office Locations (continued)

94

<u>Central Office Descriptions</u>	<u>No. of ADN Channel Terminations</u>	<u>No. of T-1s Circuits</u>
RDCYCA01	1	0
SNBUCA02	2	1
SNCZCA01	2	2
SNCZCA11	1	0
SNFCCA04	4	0
SNFCCA06	0	1
SNFCCA11	1	0
SNFCCA19	4	1
SNFCCA21	1	5
SNJSCA02	7	9
SNJSCA12	2	0
SNJSCA13	1	0
SNJSCA21	1	5
SNLNCA11	1	0
SNMTCA11	0	1
SNRFCA01	1	1
SNRFCA11	2	1
SNRMCA11	0	1
SNRSCA01	1	2
SNTCCA11	2	0
SONMCA12	0	1
UKIHCA01	1	1
VCVLCA12	2	1
VLLJCA01	2	2
WNCKCA11	2	0
WTVLCA01	1	0
YNVLCA11	0	1
Totals for LATA 1	a9	5 7

2. LATA 2 Central Office Locations

<u>Central Office Descriptions</u>	<u>No. of ADN Channel Terminations</u>	<u>No. of T-1s Circuits</u>
CHICCA01	5	5
MTSHCA12	1	0
ORLDCA11	1	0
ORVLCA11	4	1
PRDSCA11	1	0
QNCYCA12	3	0
RDBLCA01	2	0
RDNGCA02	a	1
RDNGCA11	6	1
WLWSCA11	1	0
YREKCA11	2	0
Totals for LATA 2	34	a

3. LATA 3 Central Office Locations

<u>Central Office Descriptions</u>	<u>No. of ADN Channel Terminations</u>	<u>No. of T-1s Circuits</u>
AUBNCA01	1	2
DAVSCA11	1	1
FLSMCA12	4	1
FLSMCA14	1	0
FROKCA11	2	1
GRVYCA01	1	0
MYVICA01	0	2
NSCRCA11	1	2
PLVLCA11	1	1
RCKLCA11	1	0
SCRMCA01	56	0
scRMCAo2	1	2
SCRMCA03	2	2
SCRMCA11	13	14
SCRMCA12	0	3
SCRMCA13	0	1
STAHCA02	1	0
TRUCCA11	1	0
WDLCA11	1	0
YBCYCA01	3	0
Totals for LATA 3	41	32

4. LATA 4 Central Office Locations

<u>Central Office Descriptions</u>	<u>No. of ADN Channel Terminations</u>	<u>No. of T-1s Circuits</u>
CLVSCA11	1	2
FRSNCA01	3	4
FRSNCA13	1	0
HNFRCA01	2	0
MADRC A11	1	0
PTVLCA11	2	0
TULRCA11	1	0
VISLCA11	3	0
Totals for LATA 4	14	6

5. LATA 5 Central Office Locations

<u>Central Office Descriptions</u>	<u>No. of ADN Channel Terminations</u>	<u>No. of T-1s Circuits</u>
ALHBCA01	1	1
ANHMCA11	1	2
ARCDCA11	1	0
BRBNCA11	0	1
CMTNCA01	1	0
CNPKCA01	1	1
CORNCA11	1	1
CRDMCA11	0	1
CSMSCA11	1	0
ELMNCA01	1	2
ELTRCA11	1	0
FNTACA11	2	0
FUTNCA01	2	2
GLDLCA11	2	2
GRDNCA01	1	-2
GRGVCA01	1	0
HGLDCA11	0	2
HLWDCA01	1	0
HWTHCA01	1	0
IGWDCA01	3	1
IRVNCA11	3	1
LSANCA01	0	0
LSANCA02	1	0
LSANCA03	11	1
LSANCA05	1	0
LSANCA08	1	1
LSANCA09	3	1
LSANCA10	0	1
LSANCA11	1	2
LSANCA15	1	0
LSANCA34	3	2
LSANCA35	3	0
LSANCA56	1	0
NHLLCA01	1	1
NHWDCA02	1	0
NORGCA11	1	2
ORNGCA13	1	0
ORNGCA14	0	2
PLCNCA11	1	0
PLDLCA01	1	0
PRMTCA01	1	0
PSDNCA11	2	0
RILTCA11	1	0
RVSDCA01	4	2
SHOKCA04	2	0
SIMICA11	2	0

LATA 5 Central Office Locations (continued) **97**

5. **LATA 5 Central Office Locations**

<u>Central Office Descriptions</u>	No. of ADN	L	<u>No. of T-1s Circuits</u>
SNANCA01	1		6
SNANCA11	1		1
SNCLCA12	1		0
SNPCCA01	1		0
TRNCCA11	1		0
VNNYCA02	2		1
VNTRCA11	1		2
Totals for LATA 5	77		44

6. **LATA 6 Central Office Locations**

<u>Central Office Descriptions</u>	<u>No. of ADN Channel Terminations</u>	<u>No. of T-1s Circuits</u>
BRWLCA11	1	0
CHVSCA11	3	0
ELCJCA11	1	0
ELCNCA01	2	0
ESCNCA01	2	0
LAMSCA01	2	0
OTMSCA11	0	1
POWYCA11	1	0
SNDGCA01	5	0
SNDGCA02	2	3
SNDGCA03	2	1
SNDGCA15	1	0
SNYSCA12	1	0
VISTCA12	1	0
Totals for LATA 6	24	5

7. **LATA 7 Central Office Locations**

<u>Central Office Descriptions</u>	<u>No. of ADN Channel Terminations</u>	<u>No. of T-1s Circuits</u>
ARVNCA11	3	0
BKFDCA12	4	2
BKFDCA14	1	0
DELNCA11	1	0
SHFTCA11	1	0
THCHCA01	3	0
Totals for LATA 7	13	2

8. LATA 8 Central Office Locations

<u>Central Office Descriptions</u>	<u>No. of ADN Channel Terminations</u>	<u>No. of T-1s Circuits</u>
HLSTCA11	1	0
KGCYCA11	1	0
MTRYCA01	0	1
SESDCA11	1	0
SLNSCA01	3	1
SLNSCA11	2	0
Totals for LATA 8	a	2

9. LATA 9 Central Office Locations

<u>Central Office Descriptions</u>	<u>No. of ADN</u>	<u>No. of T-1s Circuits</u>
ANCMCA01	1	0
JCSNCA01	1	0
JMTWCA11	1	0
LODICA01	1	0
LSBNCA12	1	0
MDSTCA02	3	2
MRCDCA01	1	0
SKTNCA01	3	1
SKTNCA11	1	0
sKTNcA14	0	1
SNADCA11	1	0
SNRACA13	1	0
TRACCA11	1	0
TRLCCA11	1	0
Totals for LATA 9	17	4

10. LATA 10 Central Office Locations

<u>Central Office Descriptions</u>	<u>No. of ADN Channel Terminations</u>	<u>No. of T-1s Circuits</u>
ARGRCA12	1	0
PSRBCA01	1	0
SNLOCA01	4	2
Totals for LATA 10	6	2
TOTAL	359	180

VI. **PERFORMANCE SPECIFICATIONS**

Pacific will adhere to performance standards as required in the applicable tariffs governing the provisioning of the Service(s) provided hereunder.

VII. **RATES AND CHARGES**

A. **Rates and Charges for the Minimum Quantity of Service(s)**

1. **ADN Channel Terminations**

Monthly Rate*

The Monthly Rate for the minimum quantity 323 ADN Channel Terminations described in Section V.A.1. above includes: 1) the monthly service charge; and 2) the nonrecurring charge for conversion to contract rates for 323 existing ADN Channel Terminations; and 3) all required wiring up to State's Data Service Unit interface cable; and 4) maintenance.

\$45,525.00

2. **T-1 Circuits**

Monthly Rate

The Monthly Rate for the minimum quantity of 162 T-1 Circuits described in Section V.A.2. above, includes: 1) the monthly service charge; and 2) the nonrecurring charge for conversion to contract rates for 162 existing T-1 Circuits; and 3) all required wiring up to State's Data Service Unit interface cable and 4) maintenance.

\$87,900.00

* Rates and charges set forth in this Exhibit do not include CPUC or ~~mandated~~ mandated surcharges or applicable taxes, toll usage or directory listings or other miscellaneous Tariff charges. In addition to the Monthly Rates described above, applicable tariff rates and charges, surcharges and taxes will be billed on a monthly basis. Pacific's Tariff Schedule Cal. P.U.C. No. A2.1.33, surcharges and surcredits, is not applicable to the rates and charges set forth in this Exhibit.

Channel Terminations and/or T-1 Circuits which are not **installed** on the Effective **Date** of this Exhibit and any subsequent moves and *change*s of the **ADN** Channel Terminations and/or T-1 Circuits provided hereunder, are not included in the monthly rates set forth above, and such installations, moves and changes shall be charged the prevailing tariff nonrecurring rates and charges as set forth in Pacific's tariffs. The tariff nonrecurring charges will reflect the actual network services which are being installed and/or moved or changed.

If State **chooses** to exercise its option and extend the term for an additional two years, the rate for the minimum quantity of **ADN** Channel Terminations set forth above shall be **\$45,525.00** per month for the two year *extension* and the rate for the minimum quantity of T-1 Circuits set forth above shall be **\$87,900.00** per month for the two year extension. All other terms and conditions shall remain the same, including the rates and charges set forth in Sections **VII.B** and **VII.C** below.

If State elects to decrease the Service(s). to **less than the** minimum quantities described herein, State will continue to pay the monthly rates for such minimum quantities pursuant to the Rate Schedules set forth in Section **VII.B.** below.

B. Additional Service(s)

Pacific shall provide additional Service(s) to State and any of the Service(s) to Municipalities pursuant to the rate schedule which is set forth below. Upon the Effective Date of this Exhibit and at six month intervals thereafter ("**Six** month anniversary"), Pacific will determine the monthly rates for the Service(s) based upon the total number of ADN Channel Terminations and T-1 Circuits which are in **service**. Pacific will bill such monthly rates to Municipalities and State. for all Channel Terminations, Inter-Office **Mileage** and Bridgeports associated with ADN service and the Terminations and Inter-Office Channel **Mileage** (including Fixed and Per Airline **Mile**) associated with T-1 Circuits for the following six month interval, except that the minimum quantities provided to State will be billed pursuant to Section A. above.

RATE SCHEDULES FOR ADDITIONAL SERVICE

1. **Monthly Rate Schedule for ADN Service ***

<u>No. of Chanell Terminations in Service</u>	<u>Monthly Rate for each Termination (VAN+P)</u>	<u>Monthly Rate for Inter-Office Mileage (DFQHO)</u>
324 - 500	\$47.00	\$4.75 per mile
501 - 750	\$45.00	\$4.50 per mile
751 and beyond	\$43.00	\$4.00 per mile
<u>Bridge Ports (DFOBR)</u>		\$14.50 per port

2. **Monthly Rate Schedule for T-1 Circuits ***

<u>No. of T-1 Circuits in Service</u>	<u>Monthly Rate for Each Type of Termination</u>			<u>Xonthly Rate for Inter Office Channel Mileage</u>	
	<u>Type A (LCDHC)</u>	<u>Type D (CHC)</u>	<u>Type E (VAND)</u>	<u>Fixed</u>	<u>Per Airline Mile</u>
163 - 250	\$125.00	\$55.00	\$60.00	\$110.00	\$20.50
251 - 350	\$115.00	\$50.00	\$55.00	\$100.00	\$20.00
351 plus	\$105.00	\$45.00	\$50.00	\$90.00	\$19.50

c. **Nonrecurring Rates and Charges for Service(s) to
Municipalities and for Additional Service(s) to State**

1. **Nonrecurring Charge for Installation**

State and Municipalities shall pay the prevailing tariff nonrecurring rates and charges associated with the provisioning and installation of the additional ADN and T-1 service.

* Rates and charges set forth in this Exhibit do not include CPUC or FCC mandated surcharges or applicable taxes, toll usage Or directory listings or other miscellaneous Tariff charges. In addition to the Monthly Rates described above, applicable tariff rates and charges, surcharges and taxes will be billed on a monthly basis. Pacific's Tariff Schedule Cal. P.U.C. No. A2.1.33, surcharges and surcredits, is not applicable to the rates and charges set forth in this Exhibit.

2. Nonrecurring Charge for Converting Tariff Service(s) to Contract 102

State and Municipalities may add existing ADN Channel Terminations and/or T-1 Circuits to this Agreement. State and/or Municipalities shall pay a nonrecurring service order conversion charge of \$100.00 per ADN Channel Termination and/or T-1 Circuit which is converted from an existing tariff to the terms and conditions of this Exhibit.

VIII. ADDITIONAL TERMS AND CONDITIONS

A. Rates and charges set forth above do not include wiring associated with customer-provided terminal equipment, Off-Premises station mileage, WATS, 800 Service, Foreign Exchange Service, or Tie Lines.

B. In the event 1) State or Municipalities order additional Service(s) and Pacific determines that supplemental equipment and facilities (such as outside plant, cable, capacity or memory) are required or 2) State requests a transition of the Service(s) provided hereunder to new or alternate technologies offered by Pacific, Pacific shall do a full financial study to determine the rates and charges for the requested service(s) and, upon mutual agreement, the parties shall either execute a modification to this Exhibit or a new Exhibit reflecting the requested or alternate service(s) to be provided and the rates and charges therefor.

IX. TERMINATION CHARGES

A. If State terminates this Exhibit prior to the end of the term and State does not enter into another agreement with Pacific for the Service(s) provided hereunder, the termination charges shall be as follows:

1. ADN Channel Terminations

65% of the Monthly Rate of \$45,525.00	X	Number of months remaining in the term of this Exhibit
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2. T-1 Circuits

65% of the Monthly Rate of \$87,900.00	X	Number of months remaining in the term of this Exhibit
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Pacific shall compute the termination charges as set forth above and render a bill to State. Upon receipt of such bill, State shall pay the amount due to Pacific, pursuant to the terms of the Agreement.

B. Termination charges applicable to Municipalities are set forth in the Authorization to Order.

X. BILLING ADDRESS

The Services will be billed to the following address or Agency Billing, as mutually agreed.

State of California
Department of General Services
601 Sequoia Pacific Blvd.
Sacramento, California **95814-0282**

Attention: **CalNet Agency Billing**

This Exhibit 27 is incorporated by reference and is subject to the terms and conditions of that Master Agreement for Non-Tariffed **Services** and **Equipment** between Pacific Bell and State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Exhibit 27 to be executed on the date shown below by their respective duly authorized representatives.

PACIFIC BELL

By: _____

Print Name: _____

Title: _____

Date Signed: _____

STATE OF CALIFORNIA

By: *[Signature]*

Print Name: LARRY T. ROUSE

Title: SENIOR SYSTEMS ENGINEER

Date Signed: 5/11/93

PC 113 10240
PACIFIC BELL

By *[Signature]* Attorney

CUSTOMER
COPY

**AUTHORIZATION TO ORDER
ADM CHANNEL TERMINATIONS AND T-1 CIRCUITS
UNDER STATE MASTER AGREEMENT
EXHIBIT 27**

Pacific Bell and the State of California have entered into a Master Agreement for Non-Tariffed Services and Equipment, dated April 12, 1979 ("Agreement") and Exhibit 27 to the Agreement providing ADM Channel Terminations and T-1 Circuits. Pursuant to the Agreement and Exhibit 27, Municipalities of the State are allowed to order ADM Channel Terminations and T-1 Circuits pursuant to the terms of this Authorization Order. A description of the ADM Channel Terminations and T-1 Circuits, applicable rates and charges and the specific terms and conditions under which the ADM Channel Terminations and T-1 Circuits will be provided to Municipalities of the State are fully set forth in Exhibit 27. A copy of Exhibit 27 is attached hereto.

_____, ("Municipality") desires to order ADM Channel Terminations and T-1 Circuits and Pacific agrees to provide such ADM Channel Terminations and T-1 Circuits to Exhibit 27.

1. Municipality may, by placing service orders with Pacific, order any of the ADM Channel Terminations and T-1 Circuits listed in Exhibit 27. Pacific shall bill Municipality and Municipality shall pay to Pacific the rates and charges set forth in Exhibit 27 for such ADM Channel Terminations and T-1 Circuits.
2. This Authorization to Order shall become effective upon execution and, unless sooner terminated as provided herein, shall remain in effect for the remaining term of Exhibit 27. No ADM Channel Terminations and T-1 Circuits shall be ordered by Municipality or provided by Pacific until this Authorization to Order has been executed by both parties. In the event Pacific and State extend the term of Exhibit 27, Pacific will automatically extend the term of this Authorization to Order.
3. If the State terminates Exhibit 27 prior to the expiration of its term, Municipality may continue to subscribe to ADM Channel Terminations and T-1 Circuits under the terms of this agreement for the remainder of the original term of Exhibit 27. If Municipality terminates this Authorization to Order prior to the expiration of the term of Exhibit 27 or disconnects all of the Service(s) provided pursuant to this Authorization to Order, Municipality shall pay a termination charge based on 65X of the Municipality's highest bill for Service(s) provided hereunder multiplied by the number of months remaining in the term of Exhibit 27.
4. By executing this Authorization to Order, Municipality agrees to subscribe to and Pacific agrees to provide ADM Channel Terminations and T-1 Circuits in accordance with the terms and conditions of this Authorization to Order, Exhibit 27 and Pacific's Tariffs on file with the CPUC, including but not limited to, the limitation of liability for errors or omissions in service which is set forth in Schedule Cal. P.U.C. No. A2.1, Rule 14.
5. Pursuant to Commission General Order 96-A, Exhibit 27 and this Authorization to Order shall be subject to such changes or modifications as the CPUC may from time to time direct in the exercise of its jurisdiction.
6. Municipality, upon execution of this form, certifies that Municipality has received and has reviewed the terms and conditions, including the rates and charges, of Exhibit 27.

IN WITNESS WHEREOF, the parties hereto have caused this Authorization to Order to be executed on the date shown below by their respective duly authorized representatives.

PACIFIC BELL

BY: _____

TITLE: _____

DATE SIGNED: _____

(Municipality)

BY: _____

TITLE: _____

DATE SIGNED: _____