

**DOCUMENT VET SHEET**  
for  
**Karen McConnaughay**  
Chairman, Kane County Board

Name of Document: AT&T DS1 Illinois Century Network Access ("Services")

Submitted by: William Lake

Phone Number: 630-232-15976

Date Submitted: 4/26/12

Examined by: Joseph Lulves  
(Print name)

[Signature]  
(Signature)

5-7-12  
(Date)

Comments: This T-1 is required to add South Elgin to KaneComm. A 36 month contract is our best option:

Cost without Contract - \$1,048.00/month

Cost with Contract - \$334.00/month P2 BL LOW # K OK w/ Robert JENNIFER

POST ON LINE: YES

Chairman signed:  Yes  No 5/8/2012  
(Date)

Document returned to: \_\_\_\_\_

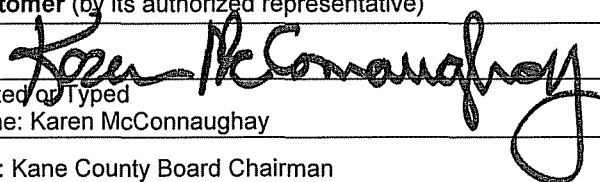


**AT&T DS1 Illinois Century Network Access ("Service")  
Not For Profit Non-Educational Constituents  
Service Agreement Provided Pursuant to Custom Terms**

<b>Customer ("Customer")</b>	<b>AT&amp;T ("AT&amp;T")</b>
KANE COUNTY 719 BATAVIA AV GENEVA IL 60134 USA	For purposes of this 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 checked="" type="checkbox"/> <b>Primary Sales Contact</b>
Name: William Lake Title: Director Administration/Computer Services-CFO Telephone: 630-232-5976 Fax: 630-232-3579 E-mail: lakebill@co.kane.il.us <u>Address for notices, if different from above:</u> 719 South Batavia Avenue Information Technologies Bldg B Geneva IL 60134 USA	Account Rep Name: JENNIFER KUCEBA Title: ACCOUNT MANAGER Telephone: 630-820-5458 Fax: Email: JK9872@ATT.COM Street Address: 4513 WESTERN AV City: LISLE State: IL Zip Code: 60532 <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"/> <b>Primary Sales Contact</b>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase AT&T DS1 Illinois Century Network Access Service in the quantities and according to the prices and terms and conditions set forth in this Service Agreement ("Agreement") and in the applicable Tariffs and/or Guidebooks. In states where the state commission no longer requires a tariff for this Service, Customer agrees to purchase the Service in the quantities and according to the prices and terms and conditions of this Agreement and AT&T's Business Service Agreement (BSA). If there is a conflict between this document and the Tariff, Guidebook or BSA, this document will take priority. The Parties acknowledge and agree that this Agreement represents individual case pricing that is offered to Customer because of the unique or specialized conditions of the AT&T business services purchased by Customer, and, where required, that this Agreement will be filed with the state public utilities commission with competent jurisdiction over the service offering provided hereunder. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate identified below as the Service Provider. References to "Agreement" refer to this Agreement and any attachment attached hereto, and incorporated by reference herein.

This Agreement is effective on the date this Agreement is last signed, unless a later date is required by law or regulation, ("Effective Date") and shall remain in full force and effect for the Term of the Agreement as identified below.

<b>Customer (by its authorized representative)</b>	<b>AT&amp;T (by its authorized representative)</b>
By:  Printed or Typed Name: Karen McConaughay	By: Printed or Typed Name:
Title: Kane County Board Chairman	Title:
Date: 5/8/2012	Date:

<b>For AT&amp;T internal use only</b>	
Billing Telephone Number for Existing service, if applicable:	
SDA Code:	<input checked="" type="checkbox"/> NE36 <input type="checkbox"/> NE60



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This Agreement is for (Select one of the check boxes):

- New Install** (Check this if no current DS1 Service exists at this location, or if adding additional DS1 Service with its own contract term.)
- New Term Plan** (Check this if DS1 Service had been on a term contract which has expired, or is moving to a term plan from a month-to-month arrangement.)
- Renewal** - This Agreement supersedes and replaces existing contract which expires approximately [Enter date existing contract for these services expires] without any liability for early termination charges because the current contract expires within 60 days after execution of this Agreement, and the term for the existing Service is being extended for the Term of this Agreement.

**Service Provider and Tariff or Guidebook:** Illinois Bell Telephone Company d/b/a AT&T Illinois; Illinois State Exchange Tariff, including ILL. C.C. NO. 19, Part 15, Section 3  
<http://cpr.bellsouth.com/pdf/ic/ic.htm?bookno=&booktitle=&bookID=&parttitle=&coll=illpdf&qtext>

**Order information:**

- I. **Services:** 1.544 MBPS High Capacity Digital Service Channels
- II. **Existing Circuit ID(s) (if applicable):** .
- III. **Requested Installation Date:**
- IV. **Service Elements, Prices and Quantities:** In accordance with the Terms and Conditions attached hereto and incorporated herein by this reference, AT&T shall provide Service at the rates and quantities and at the locations designated below. In the event that any extended or total amounts conflict with any per-unit rates in the table below, the per-unit rates shall control.

<b>Service Term ("Term" or "Minimum Payment Period"): (Check one.)</b>	
<input checked="" type="checkbox"/> Term Payment Plan/Monthly Charge: <b>36 Months</b>	<input checked="" type="checkbox"/> Term Payment Plan/Monthly Charge: <b>60 Months</b>
LDCs @ \$112.50 ea x 2 (Qty) = \$225.00 Subtotal	LDCs @ \$98 ea x (Qty) = Subtotal
CMTs @ \$18.75 ea x 2 = \$37.50 Subtotal	CMTs @ \$13.50 ea x 2 = Subtotal
CM @ \$6.50 ea x 11 (Qty) = \$71.50 Subtotal	CM @ \$5.65 ea x (Qty) = Subtotal
Or ≥ 30 miles \$6.50 X 30 = \$195.00 Subtotal	Or ≥ 30 miles \$5.65 X 30 = \$169.50 Subtotal
<b>Total: \$334.00</b>	<b>Total:</b>
Nonrecurring Service Charges Waived \$ 350.00	

- V. **Circuit Location Addresses and Quantity:** In accordance with the Terms and Conditions, AT&T shall furnish and Customer shall subscribe to and pay for Service provided to Customer at the following Customer locations in the state of Illinois.

<b>Circuit Location Addresses:</b>	<b>719 S BATAVIA AV, GENEVA 2025 MCDONALD RD, SOUTH ELGIN</b>
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- VI. **Terms and Conditions:** The Terms and Conditions for Service are attached hereto and incorporated herein by this reference.



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TERMS AND CONDITIONS

The following terms and conditions apply to the Services subscribed to by Customer under this Agreement.

**1. Definitions**

"Term Start Date" is when the Service is first provisioned or otherwise available for Customer's use at any single Site pursuant to this Agreement.

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

**Tariffs, Guidebooks and AT&T Business Service Agreement (BSA).** "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "AT&T Business Service Agreement" and "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. In some states, the "AT&T Guidebook" and "AT&T Business Service Agreement" constitutes the "Guidebook" applicable to the Service(s) and the AT&T Business Service Agreement and AT&T Guidebook shall be treated as a "Guidebook" for purposes of this Agreement. Tariffs, Guidebooks and the BSA can be found at [www.att.com/servicepublications](http://www.att.com/servicepublications).

**2. Description of Service.** The Service described below is provided solely by the AT&T entity identified above and is not jointly provided with any other carrier. Service is provided pursuant to the terms and conditions set forth in the appropriate Tariff, Guidebook, or BSA.

In accordance with the terms and conditions herein, AT&T shall provide 1.544 MBPS High Capacity Digital Service Channels ("DS1 Service") for intrastate data and/or video transport between (i) two Illinois Century Network ("ICN") sites, (ii) between an ICN site, or ICN Central Office Multiplexer, and an Not For Profit Non-Educational constituent, or (iii) between a Not For Profit Non-Educational constituent and another Not For Profit Non-Educational constituent as designated above.

**3. Term.** For the Service(s) offered under this Agreement, the Term Start Date for all Services shall begin on the later of (1) if this Agreement is only for "New Install" as checked above, on the date when the first Service at the first Customer Site is installed and available for use by Customer pursuant to this Agreement, or (2) if this Agreement is for "New Term Plan" or "Renewal" as checked above, the last date on which this Agreement is signed by a party as indicated in the signature block above, or (3) the date of approval of this Agreement by an appropriate regulatory body, if regulatory approval is required for this Agreement for the Service(s), and will continue for the Term as selected by Customer above. No rates or discounts shall be applied prior to the Term Start Date. Upon the expiration of the Term, no rates or discounts provided under this Agreement will apply to such Service. For any Service provided under this Agreement, upon expiration of the Term, Customer will have the option to either (a) notify AT&T as per contract notice information on page 1 of this Agreement of Customer's desire to terminate the Service or (b) continue using the Service on a month-to-month basis until the Service is terminated by either party on thirty days' notice. Unless otherwise agreed by the parties in writing, during the month-to-month extension period following the expiration of this Agreement, the prices for the Service provided under this Agreement will automatically be the then-current month-to-month rates set forth in the applicable Tariff or Guidebook. After expiration of the Term of this Agreement, AT&T may modify rates, terms and conditions applicable to the Service(s) on thirty days' notice.

This Agreement will expire when Service(s) or Service Component(s) are no longer provided under this Agreement.

**4. Pricing.** The rates and charges stated in this Agreement are stabilized until the end of the Term of this Agreement, and apply in lieu of the corresponding rates and charges set forth in the applicable Tariff or Guidebook. Except as otherwise provided herein, no other discount, promotion, credit or waiver set forth in a Tariff or Guidebook will apply. Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, regulatory surcharges, recovery fees, and other similar charges specified or allowed by any governmental entity relating to the sale, use or provision of the Services.

**5. Billing and Payments.** Customer will pay AT&T (i) the Monthly Charges and Non-recurring Charges set forth herein, and (ii) applicable taxes, surcharges, and recovery fees (including universal service fees), and customs and duties. Customer's obligation to pay for all Services will begin upon the Term Start Date. AT&T will invoice Customer for the Services on a monthly basis. AT&T may require Customer to tender a deposit if AT&T determines, in its reasonable judgment, that Customer is not creditworthy.

Payment is due within 30 days after the date of the invoice and must refer to the invoice number. Charges will be quoted and 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 attorney's fees. AT&T may charge late payment fees as specified in the applicable Tariff or Guidebook, at the rate specified therein.

**6. Termination for Convenience.** The following termination provisions are only applicable to Services provided pursuant to this Agreement.



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6.1. If Customer cancels this Agreement prior to the Term Start Date, Customer 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.

6.2. If Customer terminates Service(s) before expiration of the Term, in whole or in part, for any reason other than default by AT&T, or AT&T terminates for Customer's default, on or after the Term Start Date but before the scheduled completion of the Term, Customer shall pay a termination liability of an amount equal to (a) all unpaid non-recurring charges (excluding non-recurring charges that were waived or incorporated into the monthly recurring rates), (b) fifty percent (50%) of the recurring monthly charges for the terminated Service(s) as set forth in this Agreement, multiplied by the number of months remaining in the Term for the applicable Service at the point of termination, and (c) any special construction liabilities. These charges shall become due and immediately payable upon termination.

**7. Tariff and Regulations.**

This Agreement may be subject to the jurisdiction of a regulatory commission and will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, this Agreement will be deemed to be a separate agreement with respect to the Service offered in a particular jurisdiction.

AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Service pursuant to the terms and conditions in the Tariff or Guidebook. This Agreement may be filed with the appropriate state commission. If approval is required and not obtained, then this Agreement will immediately terminate, and Customer shall receive a refund of any non-recurring charge paid and pre-paid amounts for Service not received.

**8. Installation and Cutover.** Consistent with the availability of certain equipment and facilities on AT&T's side of the demarcation point, AT&T shall develop and advise Customer of the installation and cutover schedule. Cutover shall be deemed to have occurred when the DS1 Service is substantially provided to Customer. If AT&T's performance is delayed due to changes, acts, or omissions of Customer, or Customer's contractor, or due to any force majeure condition, AT&T shall have the right to extend cutover for a reasonable period of time, at least equal to the period of such delay. If Customer cancels this Agreement before the DS1 Service is established, Customer shall reimburse AT&T for all expenses incurred in processing the order and in installing the required equipment and facilities.

**9. Service and Maintenance Obligations.** AT&T represents to Customer that the DS1 Service will operate materially in accordance with the service description set forth in the Tariff. If, under normal and proper use, the DS1 Service fails to perform substantially as specified above, and Customer notifies AT&T within the Term, AT&T shall correct such service degradations or failures without charge to Customer in accordance with the provisions herein. Customer may report service problems seven (7) days per week and twenty-four (24) hours per day. AT&T's repair obligation does not include damage, defects, malfunctions service degradations or failures caused by Customer's or a third party's abuse, intentional misuse, unauthorized use or negligent acts or omissions. In addition, the foregoing repair obligation applies only if Customer provides AT&T with access on its side of the premises demarcation point so as to enable AT&T to perform maintenance or repair work. In the event of an interruption in the DS1 Service, a credit allowance shall be made for the affected portion of the DS1 Service to the extent specified in ICC No. 20, Part 2, Section 2.23.

THE FOREGOING REPRESENTATION IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST AT&T, FOR LOSS OR DAMAGE CAUSED BY, OR ARISING IN CONNECTION WITH, THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICE SHALL BE THE OBLIGATION OF AT&T AS SET FORTH IN THIS AGREEMENT.

**10. Limitation of Damages.** The liability of AT&T for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing the DS1 Service, and not caused by the negligence of Customer, shall in no event exceed an amount equivalent to the proportionate charge to Customer for the period of Service during which such mistake, omission, interruption, delay, error or defect in transmission occurs. No other liability shall in any case attach to AT&T.

**11. Assignment.** Customer shall not assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of AT&T which shall not be unreasonably withheld or delayed.

**12. Breach.** Either party may terminate this Agreement, or an appropriate portion of this Agreement if such breach does not affect the entire Agreement, immediately following written notice in the event the other party is in default as to any of its material obligations hereunder, provided (a) the defaulting party receives notice of termination containing a reasonably complete description of the default, and (b) the defaulting party fails to cure such default within thirty (30) days of receiving such notice or ten (10) days of such notice if the default is nonpayment.

**13. Publicity and Trademarks.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or the provision of Services without the prior written consent of the other party. Each party agrees not to



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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.

**14. Governing Law.** This Agreement and any claims arising hereunder or related hereto, whether in contract or tort, shall be governed by the domestic laws of the State in which the Services are provided.

**15. Severability.** If any portion of this Agreement is found to be invalid or unenforceable, or if 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.

**16. 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.

**17. Notices.** All notices required under this Agreement will be delivered in writing to the recipient's contact designated on the first page of this Agreement, or to such other contact as designated in writing from time to time. Notices shall be by internationally recognized overnight courier, certified or registered mail, email, or facsimile and will be effective upon receipt or when delivery is refused, whichever occurs sooner.

**18. Confidentiality.** This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise 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.

**19. Jurisdiction.** Customer acknowledges and certifies that the total interstate traffic (including Internet traffic) on the Service(s) constitutes ten percent (10%) or less of the total traffic on the Service.

**20. Entire Agreement.** This Agreement and the applicable Tariff(s) or Guidebook(s) constitute the entire agreement between the parties with respect to the Services provided under this Agreement, and supersedes all other agreements, proposals, representations, statements or 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 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.

End of Document