



**DATE:** NOVEMBER 9, 2016  
**TO:** MAYOR WILEY AND FAIRWAY CITY COUNCIL  
**FROM:** NATHAN NOGELMEIER, CITY ADMINISTRATOR  
**RE:** APPROVE AGREEMENT WITH AT&T FOR PHONE AND INTERNET SERVICE FOR CITY HALL ND THE POLICE STATION

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**Background:**

The previous 3-year agreement expired this summer and representatives from Johnson County DTI (our IT support provider) and AT&T recently met with us to discuss renewal. There will be no cost increase for another three-year period and there will be no fees involved if a move of City Hall is required.

Outside of a contract, the services we receive at about \$650 per month are billable at roughly \$2000 per month.

**Recommendation:**

Because of the time frame, this contract did not go before the Administration Committee, however it was reviewed by the City Attorney. Staff recommends approval.

**Attachment:**

Agreement



**ILEC INTRASTATE SERVICES PRICING SCHEDULE**  
**Provided Pursuant to Custom Terms for OPT-E-MAN® SERVICE**

Please sign by 11/30, 2016

AT&T MA Reference No. 201306183191UA

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<b>Customer</b>	<b>AT&amp;T</b>
City of Fairway Ks Street Address: 5252 Belinder City: Fairway State/Province: Ks Zip Code: 66205 Country: USA	AT&T ILEC Service-Providing Affiliate
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Nathan Nogelmeier Title: Director Street Address: 4210 Shawnee Mission Pkwy City: Mission State/Province: KS Zip Code: 66205 Country: USA Telephone: 913 262-0350 Fax: Email: nnogelmeier@fairwaykansas.org Customer Account Number or Master Account Number: 913 143-0174 804 913 143-0163 588	Name: Preston Smith Street Address: 2121 E 63Rd St @ Bldg A City: Kansas City State/Province: Mo Zip Code: 64130 Country: USA Telephone: 816-223-9496 Fax: Email: ps056n@us.att.com Sales/Branch Manager: John Fox SCVP Name: Jeff Maggi Sales Strata: GEM Sales Region: West <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name:            Company Name: Agent Street Address:            City:            State:            Zip Code: Telephone:            Fax:            Email:            Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Service. If Customer is purchasing new Service hereunder, Customer confirms receipt of the AT&T customer building / site preparation document for OPT-E-MAN® Service describing the installation requirements at the Site(s).

On the Pricing Schedule Term Start Date (defined below), this Pricing Schedule will supersede and replace all (if any) existing or prior agreement(s) for the Service provided under this Pricing Schedule.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

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

**ILEC INTRASTATE SERVICE PRICING SCHEDULE Provided Pursuant to Custom Terms  
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<i>For AT&amp;T internal use only</i>	
Billing Telephone Number(s) for Existing Service, if applicable:	913 143-0147 & 913 143-0163
ROME/eCRM and/or IMS# or ICB PS Number:	1-5BPSFQ3 798838.3

**1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)**

Service
AT&T OPT-E-MAN® Service

Service Provider (Select only one.)	Service Publication (incorporated by reference)	Service Publication Location(s)
<input type="checkbox"/> AT&T California	AT&T California Service Publications, including AT&T California Guidebook Part 6, Section 9 and any applicable tariffs	<a href="http://cpr.att.com/guidebook/ca/index.html">http://cpr.att.com/guidebook/ca/index.html</a>
<input type="checkbox"/> AT&T Illinois	AT&T Illinois Guidebook, including Part 6, Section 9	<a href="http://cpr.att.com/guidebook/il/index.html">http://cpr.att.com/guidebook/il/index.html</a>
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 6, Section 9	<a href="http://cpr.att.com/guidebook/in/index.html">http://cpr.att.com/guidebook/in/index.html</a>
<input checked="" type="checkbox"/> AT&T Kansas	AT&T Kansas Guidebook, including Part 6, Section 9	<a href="http://cpr.att.com/guidebook/ks/index.html">http://cpr.att.com/guidebook/ks/index.html</a>
<input type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 6, Section 9	<a href="http://cpr.att.com/guidebook/mi/index.html">http://cpr.att.com/guidebook/mi/index.html</a>
<input type="checkbox"/> AT&T Missouri	AT&T Missouri Guidebook, including Part 6, Section 9	<a href="http://cpr.att.com/guidebook/mo/index.html">http://cpr.att.com/guidebook/mo/index.html</a>
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 6, Section 9	<a href="http://cpr.att.com/guidebook/oh/index.html">http://cpr.att.com/guidebook/oh/index.html</a>
<input type="checkbox"/> AT&T Oklahoma	AT&T Oklahoma Guidebook, including Part 6, Section 9	<a href="http://cpr.att.com/guidebook/ok/index.html">http://cpr.att.com/guidebook/ok/index.html</a>
<input type="checkbox"/> AT&T Texas	AT&T Texas Guidebook, including Part 6, Section 9	<a href="http://cpr.att.com/guidebook/tx/index.html">http://cpr.att.com/guidebook/tx/index.html</a>
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 6, Section 9	<a href="http://cpr.att.com/guidebook/wg/index.html">http://cpr.att.com/guidebook/wg/index.html</a>

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

Pricing Schedule Term	36 months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Rates following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
OPT-E-MAN CIR/GoS	50%	Until the end of the Minimum Payment Period for the associated Port Connection
All other Service Components	50%	36 months

**ILEC INTRASTATE SERVICE PRICING SCHEDULE Provided Pursuant to Custom Terms  
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**4. ADDS; MOVES; and UPGRADES**

**4.1 Adds**

Orders for Service Components (other than OPT-E-MAN CIR/GoS) in excess of quantities listed Section A-1 of Attachment A (“Adds”) not permitted.

**4.2 Moves**

Per applicable Service Publication

**4.3 OPT-E-MAN® Upgrades**

**4.3.1** Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T’s equipment or connections at Customer Site(s). In addition, customers may upgrade their Grade of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer’s existing CIR.

**4.3.2 Pricing for OPT-E-MAN Service Reconfiguration Increase in CIR or GoS\***

<b>Service Components</b>	<b>Monthly Recurring Rate and Non-recurring Charges</b>
Committed Information Rate (CIR) or Grade of Service (GoS) specified in Attachment A	As specified in Attachment A
Committed Information Rate (CIR) or Grade of Service (GoS) not specified in Attachment A	57 % discount off of the Service Publication monthly recurring rates then in effect for the increased CIR/GoS for the TPP term equal to the Minimum Payment Period for the associated Port Connection, or if no such TPP term exists then the next shorter TPP term
*only increases which do not require physical changes to AT&T’s equipment or connections at Customer Site(s)	

**5. RATES AND CHARGES; QUANTITIES; INITIAL SITE(S)**

See Attachment(s) A.

**6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS**

**6.1 Evolution of Service**

OPT-E-MAN® Service (“Affected Services”) are expected to evolve into or be replaced by more technologically advanced services over time as part of AT&T’s network modernization initiatives. As the footprint and availability of new or more advanced versions of such services (“Eligible Replacement Services”) expands, AT&T may replace any existing Affected Services or fulfill any new order for such services purchased under this Pricing Schedule with an Eligible Replacement Service, subject to the materially adverse change provision of the Master Agreement.

**6.2 Notice of Withdrawal**

<b>Service and Service Component Withdrawals during Minimum Payment Period</b>	
<b>Prior Notice Required from AT&amp;T to Withdraw and Terminate a Service</b>	12 months
<b>Prior Notice Required from AT&amp;T to Withdraw and Terminate a Service Component</b>	120 days

**ILEC INTRASTATE SERVICE PRICING SCHEDULE Provided Pursuant to Custom Terms  
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**ATTACHMENT A  
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION  
City of Fairway Ks**

**A-1 Rates and Charges; Initial Quantities**

Service Components / USOC	Quantity New	Quantity Existing	Monthly Recurring Rate (MRR), per unit	Non-recurring Charge (NRC) (New Service Components only), per unit
Basic Connection 10/100 Mbps / P9FEX	0	2	\$275.17	\$0.00
CIR - 10 Mbps (Silver) / R6EBC	0	2	\$359.83	\$0.00
CIR - 20 Mbps (Silver) / R6EDC	Growth		\$462.00	\$0.00
CIR - 50 Mbps (Silver) / R6EHC	Growth		\$514.50	\$0.00
CIR - 100 Mbps (Silver) / R6ELC	Growth		\$ 588.00	\$0.00

For additional Service Components, attach additional Attachment A page(s) separately.

Check box if additional Attachment A – Additional page(s) is/are attached.

**A-2 Minimum Quantity Commitment – For Quantity New Services if listed above**

Required Installation Date	Monthly Shortfall Charge
Within three (3) months after the Effective Date, excluding AT&T delay	50% of MRR (partial months prorated) for each “Quantity New” Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

**A-3 Initial New and Existing Sites and Site Configuration**

*(One row per Port Connection)*

Street Address and City	Circuit ID for Existing Service	Port Connection		CIR Speed		Grade of Service		Number of Repeaters, if applicable
		Type	New or Existing	CIR Speed	New or Existing	Grade of Service	New or Existing	
4210 Shawnee Mission Pkwy, Mission	71.L3XN.500006..SW	Basic Service 10/100 Base T	Existing	10 Mbps	Existing	Silver	Existing	
5252 Belinder, Fairway	71.L2XN.500358..SW	Basic Service 10/100 Base T	Existing	10 Mbps	Existing	Silver	Existing	
		(Select)	[Select]	[Select]	[Select]	[Select]	[Select]	
		(Select)	[Select]	[Select]	[Select]	[Select]	[Select]	

For additional Port Connections, attach additional Attachment A page(s) separately.

Check box if additional Attachment A – Additional page(s) is/are attached.