

Express Agreement for Private Line Services

CUSTOMER ORIGINAL

This Express Agreement for Private Line Services ("Agreement") is between Pacific Bell Telephone Company dba SBC California ("SBC California"), a California corporation, and City of Costa Mesa ("Customer").

This Agreement is effective when signed by both parties and upon subsequent authorization of the California Public Utilities Commission ("CPUC")("Effective Date"). The term of this Agreement shall end three years after the Cutover Date, as defined herein.

I. SCOPE AND LOCATIONS

A. Scope of Service

Customer elects to subscribe to and SBC California agrees to provide its Private Line services as indicated herein (collectively referred to as "Service") for Customer's use pursuant to the terms and conditions set forth in the Agreement and in SBC California's tariffs for the applicable services, including Tariff Schedule A2.1 Rule 14 which sets forth SBC California's limitation of liability for service errors and outages. In consideration for receiving the price discounts set forth herein, Customer has agreed to subscribe to Service, as described in Section II.B below, for a specified term.

B. Locations of Service

Subject to the availability of equipment and facilities (including outside plant, cable, capacity and memory), SBC California shall provide and Customer shall subscribe to Service at the following Customer locations within SBC California's franchise territory that are located within the State of California.

Location A: 79 Fair Drive Costa Mesa, Ca 92626
CLLI: SNANCA11

II. SERVICE DESCRIPTIONS

A. General Description of Service

- 1. HICAP Service: A Private Line/Special Access service providing dedicated point-to-point channels which are normally separate from the public switched network and are used for voice and data communications. Channels are used for the transmission of 1.544 Mbps synchronous serial data.
- 2. Primary Rate Interface (PRI) Service: A central-office based ISDN Service that will provide a multi-purpose high speed, multiplexed digital interface on CCITT ISDN standards. PRI uses a 1.544 Mbps digital interface structured to contain bearer ("B") channels for the transport of customer's information and a message-oriented out-of-band signaling ("D") channel used to control the B channels. The individual B channels have a bandwidth of 64 Kbps and the D channel has a bandwidth of 64 Kbps. The transmission facility used for PRI is a standard HICAP.

B. Description of Quantities of Service

1. HICAP Service

Quantity	USOC	Description	Monthly Price per USOC
2	TMECS	1.544 Mbps Subscriber Access Line	\$ 129.00

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2. Primary Rate Interface (PRI) Service

<u>Quantity</u>	<u>USOC</u>	<u>Description</u>	<u>Monthly Price per USOC</u>
1	PRAS1	PRI Feature Package 1	\$ 175.00

III. PRICES

A. Price(s) for Service

1. HICAP Service

Monthly Price: \$258.00

Customer will pay on a monthly basis for the term of this Agreement. The monthly price set forth above is for the quantities of Service as set forth and described in Section II.B.1. above. The monthly price includes the monthly service charge for the quantities of Service and the nonrecurring charge to provision and install the quantities of Service as set forth in II.B.1. above.

If Customer elects to decrease the Service to less than the quantities described in Section II.B.1 above, Customer will continue to pay the monthly price set forth above.

For all moves and changes of the Service provided hereunder, Customer will pay the prevailing tariff nonrecurring charge plus any nonrecurring service costs, as established in SBC California's current Price Floor Filing (as required by Decision 94-09-065) at the time of the installation, add, move or change.

2. PRI Service

Monthly Price: \$175.00

Customer will pay on a monthly basis for the term of this Agreement. The monthly price set forth above is for the quantities of Service as set forth and described in Section II.B.2. above. The monthly price includes the monthly service charge for the quantities of Service and the nonrecurring charge to provision and install the quantities of Service as set forth in II.B.2. above.

If Customer elects to decrease the Service to less than the quantities described in Section II.B.2. above, Customer will continue to pay the monthly price set forth above.

For all moves and changes of the Service provided hereunder, Customer will pay the prevailing tariff nonrecurring charge plus any nonrecurring service costs, as established in SBC California's current Price Floor Filing (as required by Decision 94-09-065) at the time of the installation, add, move or change.

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B. The prices for Services provided pursuant to this Agreement do not include applicable Federal Access End User Common Line Charges, Local Number Portability Charges, CPUC or FCC mandated surcharges or applicable taxes, toll usage, directory listings or other miscellaneous Tariff charges. Applicable Federal Access End User Common Line Charges, Local Number Portability Charges, tariff prices, surcharges and taxes will be billed on a monthly basis. SBC California's Tariff Schedule Cal.P.U.C. No. A2.1.33, surcharges/surcredits, are not applicable to the prices set forth in this Agreement.

C. This Agreement sets forth the entire discount price applicable to the Service and no other tariff discount plans or promotional prices shall apply.

D. In the event Customer requests a transition of the Service provided hereunder to new or alternate technologies offered by SBC California, SBC California shall perform a financial study to determine the price(s) for the requested service and, if appropriate, the parties shall execute a modification to this Agreement reflecting the service and the agreed upon price(s).

E. The prices set forth above do not include intrabuilding network cable, Simple Inside Wire, repair services for such cable and wire, wiring associated with Customer-provided terminal equipment, Off-premises station mileage, WATS, 800 Service, usage associated with Foreign Exchange Service, Data Lines, or Tie Lines.

IV. BILLING

SBC California shall bill and Customer shall pay such bills in accordance with SBC California's general billing tariffs and the Agreement. 175T 2.4.1.3B imposes a late payment charge of 1.5% of the entire unpaid balance for each month or portion thereof that an outstanding balance remains. The three month backbilling limitation set forth in Tariff Schedule Cal.P.U.C. A2.1.9 and the adjustment factors set forth in Tariff Schedule Cal. P.U.C. A2.1.33, applicable to tariff services, do not apply to this Agreement.

V. TERMINATION CHARGES

A. If this Agreement is terminated prior to the Cutover Date, the termination charge shall be determined as follows:

SBC California's recurring and nonrecurring costs of labor, engineering, nonreusable materials, interest, transportation, storage, manufacturer's cancellation charges and any other costs incurred by SBC California or its subcontractors prior to completion of installation, including those expenses incurred in preparation for start of installation.

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B. After the Cutover Date, the termination charge shall be determined as follows:

70% of the monthly price X the number of months remaining in the term of this Agreement

Customer shall also pay SBC California for any unrecovered nonrecurring charges owed to SBC California on the date of termination.

If Customer or SBC California terminates this Agreement and a termination charge is due, SBC California shall compute the termination charges, as set forth above, and render a bill to Customer. Customer shall pay such bill pursuant to the terms of this Agreement.

VI. GENERAL

A. Customer requests that its identity be kept confidential and not be publicly disclosed by SBC California or the CPUC, unless required by law.

B. This Agreement is subject to the jurisdiction of the CPUC and shall at all times be subject to such changes or modifications as the CPUC or its Telecommunications Division may, from time to time, direct in the exercise of its jurisdiction.

C. Customer acknowledges and warrants that it lacks requisite regulatory authority such as Certificates of Public Convenience and Necessity ("CPCN") or other like authorization to resell services, and Customer is prohibited from reselling the Service provided pursuant to this Agreement to any other customers. However, Customer may make services hereunder available to its own subsidiaries or to legally affiliated entities. If Customer obtains regulatory authority to resell services and attempts to resell services hereunder, SBC California may, on ten days notice, terminate this Agreement.

D. All notices or other communications hereunder shall be deemed to have been fully given when made in writing and delivered in person or deposited in the United States mail, postage prepaid and addressed as follows:

To Customer:
City of Costa Mesa
79 Fair Drive
Costa Mesa, CA 92626
Attention: Allen Roeder, City Manager

To SBC California:
Pacific Bell Telephone Company dba
SBC California
200 Center Street Promenade
Anaheim, CA 92805
Attention: Account Manager for
City of Costa Mesa

Either party may change address listed above upon written notification to the other party.

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E. In the event the parties modify this Agreement and such modification does not materially change the Service provided hereunder, the modification may become effective upon authorization of the Advice Letter by the Telecommunications Division of the CPUC, unless the customer is a government customer, in which case, modification shall become effective upon signature of both parties.

F. The Cutover Date is defined as the date that a Service provided hereunder is first installed and available for Customer's use at any one location.

G. This Agreement and SBC California's Tariffs set forth the entire understanding of the parties and supersede any and all prior agreements, arrangements, representations or understandings relating to the subject matter hereof. No subsequent agreement between Customer and SBC California concerning the subject matter hereof shall be effective or binding unless it is made in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Express Agreement for Private Line Services to be executed on the date shown below by their respective duly authorized representatives.

CITY OF COSTA MESA

PACIFIC BELL TELEPHONE COMPANY dba SBC CALIFORNIA

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: Contract Management

Date Signed: _____

Date Signed: _____

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