ORIGINAL

AVAYA

STATE & LOCAL GOVERNMENT CUSTOMER AGREEMENT
GENERAL TERMS

588-S0711

This Customer Agreement (the "**Agreement**") governs the undersigned Customer's purchase and/or license of hardware, software and associated Documentation ("**Products**") and related services as described in the relevant Attachment(s) ("**Services**") from Avaya Inc., with an address of 211 Mount Airy Road, Basking Ridge, NJ 07920 ("**Avaya**"). The "**Effective Date**" of the Agreement is the date Avaya countersigns it. For purposes of this Agreement, the Customer is an agency or department of a State or Municipal Government, or a publicly funded educational institution. This Agreement covers Products and Services for use only in the United States. If applicable, the Agreement also consists of one or more of the following Attachments:

☑ **Attachment 1** – Supply of Generally Available Products
☑ **Attachment 2** – Implementation Services Terms
☑ **Attachment 3** – Maintenance/Managed Services Terms

1. ORDERS

Orders are subject to acceptance by Avaya. Avaya may accept an order by shipping Products or commencing to perform Services. Accepted orders will be deemed to incorporate and be subject to the Agreement. Orders will be governed by the terms of the Agreement even when they lack an express reference to the Agreement. All other terms and conditions contained in any Customer purchase order or other document not expressly referenced in the Agreement will have no effect.

2. INVOICING AND PAYMENT

2.1 Invoicing and Payment. Avaya will invoice customer product and service fees as provided in the applicable attachment. Unless otherwise requested by customer in writing, Avaya will invoice to and process payments from Customer via Avaya's electronic bill application. Unless otherwise governed by State law, payment of undisputed invoices is due within 30 days from the date of Avaya's invoice. Customer will pay all bank charges, taxes, duties, levies and other costs and commissions associated with other methods of invoicing and payment. Avaya may suspend licenses and performance of orders for which payment is overdue until the overdue amount is paid in full.

2.2 Taxes. Unless Customer provides Avaya with a tax exemption certificate, Customer is solely responsible for paying all legally required taxes, including without limitation any sales, excise or other taxes and fees which may be levied upon the sale, transfer of ownership, license, installation or use of the Products, except for any income tax assessed upon Avaya. The preceding sentence shall be superseded to the extent the payment of taxes is governed by conflicting State law.

3. CUSTOMER RESPONSIBILITIES

Customer will cooperate with Avaya as reasonably necessary for Avaya's delivery of Products and performance of Services in a timely manner. Customer will provide Avaya with interface and other information regarding access to third party products in Customer's network and necessary third party consents and licenses to enable Avaya's performance under the Agreement. Customer is responsible for ensuring that its networks and systems are adequately secured against unauthorized intrusion or attack and regularly backing up its data and files in accordance with good computing practices. If Customer fails to meet its cooperation obligations under this Section or as otherwise provided in the Agreement, Avaya may delay or suspend its delivery of Products or performance of Services relating to Customer's failure.

4. CONFIDENTIAL INFORMATION

4.1 "Confidential Information" means either party's business and/or technical information, pricing, discounts and other information or data, regardless of whether in tangible or other form if marked or otherwise expressly identified in writing as confidential. Information communicated verbally will qualify as Confidential Information if designated as confidential or proprietary at the time of disclosure and summarized in writing within 30 days after disclosure. Confidential Information excludes information that: (i) is publicly available other than by an act or omission of the receiving party; (ii) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information without restriction on its dissemination or disclosure; (iii) was known by the receiving party prior to its receipt and was not received from a third party in breach of that third party's confidentiality obligations; (iv) was independently developed by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by court order or other lawful government action, but only to the extent so ordered, provided the receiving party provides prompt written notification to the disclosing party of the pending disclosure so the disclosing party may attempt to obtain a protective order. In the event of a potential disclosure in the case of subsection (v) above, the receiving party will provide reasonable assistance to the disclosing party should the disclosing party attempt to obtain a protective order.

4.2 Obligations. To the extent permitted by law, each party will protect the secrecy of all Confidential Information received from the other party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Neither party will use or disclose the other party's Confidential Information except as permitted in this Section or for the purpose of performing obligations under the Agreement. The confidentiality obligations of each party will survive expiration or termination of the Agreement. Upon termination of the Agreement, each party will cease all use of the other party's Confidential Information and will promptly return, or at the other party's request destroy, all Confidential Information, including any copies, in tangible form in that party's possession or under its control, including Confidential Information stored on any medium. Upon request, a party will certify in writing its compliance with this Section.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Customer Owns Customer IP. Customer reserves all rights, including, but not limited to, ownership, title, intellectual property rights and all other rights and interest in and to any computer programs (in object or source code format or any other form), know-how, inventions, processes, data bases, documentation, training materials and any other intellectual property and any tangible embodiments of it (collectively "**Intellectual Property**" or "**IP**") that Customer makes available to Avaya (collectively "**Customer IP**").

5.2 Avaya Owns Avaya IP. Avaya reserves all rights, including, but not limited to, ownership, title, and all other rights and interest in, and to, any Intellectual Property that Avaya owned prior to providing Services under the Agreement, any Intellectual Property that Avaya develops, creates, or otherwise acquires independently of this Agreement, and any Intellectual Property that Avaya develops, creates, or otherwise acquires (excluding Customer IP) while performing Services under the Agreement.

5.3 Customer Ownership of Delivered Software. Upon the effective date of this Agreement, neither party contemplates that the Customer will order customized deliverables from Avaya that will result in the transfer of any ownership rights of software or other proprietary data from Avaya to the Customer. Prior to any obligation of Avaya to transfer such rights, a written amendment to this Agreement shall be executed by authorized representatives of both parties expressly identifying the subject intellectual property and identifying the ownership rights that will be transferred.

6. SOFTWARE LICENSE TERMS AND RESTRICTIONS

6.1 License. Avaya grants Customer a non-sublicenseable, non-exclusive, non-transferable, perpetual license to use software and Documentation provided under the Agreement and for which applicable fees have been paid at the indicated capacity and feature levels and within the scope of the applicable license types described below for Customer's internal business purposes and at locations in the United States. Except for the limited license rights expressly granted in the Agreement, Avaya reserves all rights, title and interest in and to the software and Documentation and any modifications to it. "Documentation" means Avaya information manuals containing operating instructions and performance specifications that Avaya generally makes available to users of its products and delivers to Customer with the Products. Documentation does not include marketing materials.

6.2 License Restrictions. To the extent permissible under applicable law, Customer agrees not to: (i) decompile, disassemble, or reverse engineer the software; (ii) alter, modify or create any derivative works based on the software or Documentation; (iii) merge the software with any other software other than as expressly set forth in the Documentation; (iv) use, copy, sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the software or Documentation except as expressly authorized by the Agreement; (v) distribute, disclose or allow use of the software or Documentation, in any format, through any timesharing service, service bureau, network or by any other means; or (vi) permit or encourage any third party to do so.

6.3 Backup Copies. Customer may create a reasonable number of archival and backup copies of the software and Documentation, provided all proprietary rights, notices, names and logos are duplicated on all copies.

6.4 Termination of License. Avaya may, with immediate effect, terminate the software licenses granted in the Agreement and exercise all available rights and remedies if, within ten business days of Customer's receipt of a reasonably detailed written notice, Customer has not cured all breaches of license limitations or restrictions.

6.5 License Compliance. At Avaya's request and upon reasonable prior written notice, Avaya will have the right to inspect Customer's compliance with these Software License Terms.

7. WARRANTIES AND LIMITATIONS

Specific warranties for Products and Services are provided in the Attachments. THESE WARRANTIES ARE LIMITED AS PROVIDED IN EACH ATTACHMENT AND GENERALLY AS PROVIDED BELOW.

7.1 Exclusions and Disclaimers. The warranties do not extend to any damages, malfunctions, or non-conformities caused by: (i) Customer's use of Products in violation of the license granted under the Agreement or in a manner inconsistent with the Documentation; (ii) use of non-Avaya furnished equipment, software, or facilities with Products (except to the extent provided in the Documentation); (iii) Customer's failure to follow Avaya's installation, operation or maintenance instructions; (iv) Customer's failure to permit Avaya timely access, remote or otherwise, to Products; (v) failure to implement all new updates to software provided under the Agreement; (vi) Products that have had their original manufacturer's serial numbers altered, defaced or deleted; or (vii) Products that have been serviced or modified other than by Avaya or a third party specifically authorized by Avaya to provide the service or modification. EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER AVAYA NOR ITS LICENSORS OR SUPPLIERS MAKES ANY EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY PRODUCTS OR SERVICES OR OTHERWISE RELATED TO THE AGREEMENT. AVAYA DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF PRODUCTS OR THAT THE PRODUCTS AND SERVICES WILL PREVENT TOLL FRAUD. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVAYA DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO,

ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE WARRANTY REMEDIES EXPRESSLY PROVIDED IN THE AGREEMENT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.

8. INFRINGEMENT DEFENSE AND INDEMNIFICATION

8.1 Defense and Indemnity. Avaya will defend Customer, at Avaya's expense, against any Claim, as defined below, and will indemnify Customer as provided in this Section for any judgments, settlements and court awarded attorney's fees resulting from a Claim. Avaya's obligations under this Section are conditioned on the following: (i) Customer promptly notifies Avaya of the Claim in writing upon Customer being made aware of the Claim; (ii) Customer gives Avaya sole authority and control of the defense and (if applicable) settlement of the Claim, provided that Customer's legal counsel may participate in such defense and settlement, at Customer's expense; and (iii) Customer provides all information and assistance reasonably requested by Avaya to handle the defense or settlement of the Claim. For purposes of this Section, "**Claim**" means any cause of action in a third party action, suit or proceeding against Customer based upon an allegation that a Product as of its delivery date under the Agreement infringes a valid U.S. patent or copyright.

8.2 Remedial Measures. If a Product becomes, or Avaya reasonably believes use of a Product may become, the subject of a Claim, Avaya may, at its own expense and option: (i) procure for Customer the right to continue use of the Product; (ii) replace or modify the Product; or to the extent that neither (i) nor (ii) are deemed commercially practicable, (iii) refund to Customer a pro-rated portion of the applicable fees for the Product based on a linear depreciation monthly over a five year useful life, in which case Customer will cease all use of the Product and return it to Avaya.

8.3 Exceptions. Avaya will have no defense or indemnity obligation for any Claim based on: (i) a Product that has been modified by someone other than Avaya; (ii) a Product that has been modified by Avaya in accordance with Customer-provided specifications or instructions; (iii) use or combination of a Product with Third Party Products; or (iv) Customer products or third party products. "**Third Party Products**" means any products manufactured by a party other than Avaya, and may include, without limitation, products ordered by Customer from third parties pursuant to Avaya's recommendations. However, components of Avaya-branded Products are not third party products if they are both: (i) embedded in Products (i.e., not recognizable as standalone items); and (ii) are not identified as separate items on Avaya's price list, quotes, order specifications forms or Documentation.

8.4 Sole Remedy. THE FOREGOING STATES AVAYA'S ENTIRE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PARTY.

8.5 General Indemnification. Avaya shall indemnify and hold harmless Customer, Customer's agents, servants and employees against all claims, demands and judgments made or recovered against them by third parties for damages to real or tangible personal property or for bodily injury or death to any person arising out of, or in connection with this Agreement ("Claim"), to the extent such damage, injury or death was proximately caused by the negligence of Avaya, any subcontractor of Avaya or their employees, servants or agents while performing under this Agreement; provided, however, that such indemnification and save harmless obligation shall apply only to direct damages which are proven and shall not apply to the extent such damages, injury or death was caused by Customer's act or omission or the act or omission of Customer's agents, servants, employees or others; and, provided, further, that such indemnification and save harmless obligation is expressly conditioned on the following: (a) that Avaya shall be notified in writing promptly of any such Claim, (b) that Avaya shall have sole control of the defense of any action or such Claim and of all negotiations for its settlement or compromise provided that Customer's legal counsel may participate in such defense and settlement, at Customer's expense; and that (c) Customer shall cooperate with Avaya in a reasonable way to facilitate the settlement or defense of such Claim.

9. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, OR TOLL FRAUD. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO TWICE THE TOTAL CONTRACT PRICE (OR IN THE ABSENCE OF A CONTRACT PRICE, TWICE THE AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THE AGREEMENT IN THE 24 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM), UP TO $5,000,000. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. HOWEVER, THEY WILL NOT APPLY IN CASES OF WILLFUL MISCONDUCT, PERSONAL INJURY, OR BREACHES OF AVAYA'S LICENSE RESTRICTIONS. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS. THE LIMITATIONS OF AGGREGATE LIABILITY WILL NOT APPLY TO CONTRACTUAL INDEMNIFICATION OBLIGATIONS PROVIDED IN THE AGREEMENT.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Governing Law. The Agreement and any disputes arising out of or relating to the Agreement ("**Disputes**") will be governed by the laws of the state where the Customer resides, excluding conflict of law principles.

11. TERM AND TERMINATION

11.1 General Terms. The Agreement will be effective and continue in effect for three years from the Effective Date unless terminated earlier in accordance with this Section. Either party may terminate the Agreement by written notice to the other party effective immediately upon receipt, if the other party fails to cure any material breach of the Agreement within a 30 day period after having received a written notice from the non-breaching party detailing the breach and requesting the breach be cured. Customer may terminate the Agreement for convenience upon 30 days written notice and subject to termination or cancellation fees, if any. If Customer terminates this Agreement for convenience, Avaya shall submit to Customer a termination settlement claim containing any charges up to the date of termination and any applicable termination fees, in the form of an invoice, within ninety (90) days from the effective date of the termination. Notwithstanding the foregoing, except for Customer's termination for non-appropriation of funds as set forth in subsection 11.2 below, termination of Maintenance Services shall be as set forth in Attachment 3. The provisions concerning confidentiality, license grant to Customer, and indemnity (as well as any other terms which, by their nature, are intended to survive termination or expiration) of these General Terms will survive any termination or expiration of the Agreement and any order. Except as expressly provided otherwise in the Agreement and termination for uncured breach, any termination of the Agreement will not affect any rights or obligations of the parties under any order accepted before the termination of the Agreement became effective.

11.2 Availability of Funds. Customer warrants that it has funds available to pay all amounts due hereunder through the end of its current appropriation period and warrants further that it will request funds to make payments in each appropriation period from now until the end of the Agreement term. In the event that: (i) funds are not appropriated and are not otherwise available to Customer for any fiscal period following its current fiscal year ("subsequent fiscal period") for the acquisition of Services and functions which are the same as or similar to those for which the Products provided or installed under the Agreement was acquired, (ii) such non-appropriation has not resulted from Customer's act or failure to act, and (iii) Customer has exhausted all funds legally available for payment under the Agreement and no other legal procedure shall exist whereby payment thereunder can be made to Avaya, then Customer may terminate this Agreement as of the last day for which funds were appropriated or otherwise made available by giving sixty (60) days prior written notice of termination to Avaya. Notwithstanding the preceding paragraph, Customer shall remain responsible for payment to Avaya for all work completed and accepted, as well as for all Products delivered and accepted.

12. AUDIT

Customer may inspect Avaya's records and work-papers directly related to this Agreement to determine the validity of billings for work performed. Such inspections shall be conducted upon reasonable notice and during normal business hours. Adequate records to support these billings shall be maintained. Documentation must be retained for review for at least two (2) years subsequent to final payment.

13. MISCELLANEOUS

The parties will observe all applicable laws and regulations, including export and re-export laws and regulations, when using the Products and work product of any Services. Upon submission and approval of any statutorily required novation or assignment requests, Avaya may assign the Agreement and any order under the Agreement to any of its affiliated entities or to any entity to which Avaya may sell, transfer, convey, assign or lease all or substantially all of the assets or properties used in connection with its performance under the Agreement. Any other assignment of the Agreement or any rights or obligations under the Agreement without the express written consent of the other party will be invalid. Avaya may subcontract any or all of its obligations under the Agreement, but will retain responsibility for the work. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including without limitation, fire, flood, Act of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, and inability to secure materials or transportation facilities ("Force Majeure"). The Agreement constitutes the entire understanding of the parties with respect to the subject matter of the Agreement and will supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to that subject matter and will not be contradicted or supplemented by any prior course of dealing between the parties. If any provision of the Agreement is determined to be unenforceable or invalid by court decision, the Agreement will not be rendered unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law. The failure of either party to assert any of its rights under the Agreement, including, but not limited to, the right to terminate the Agreement in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right to enforce each and every provision of the Agreement in accordance with their terms. All notices under the Agreement and any modifications or amendments to the Agreement must be in writing.

The parties have caused the Agreement to be executed by their duly authorized representatives with the intent to be legally bound, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged.

CUSTOMER LEGAL NAME: El Dorado County	**AVAYA INC.**
By:	By:
Name:	Name:
Title: Chairman, Board of Supervisors	Title:
Date:	Date:

Customer Information: Street Address:	330 Fair Lane
City, State, Zip Code:	Placerville, CA 95667
Billing Address (if different from above):	
Telephone Number: (530) 621-5450	Fax Number:

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

Contract Administrator:

By: _____ Date: 3/23/07
Tom Straling
Technology Officer
Information Technologies

Department Head:

By: _____ Date: 4/3/07
Jacqueline Nilius
Director
Information Technologies

AVAYA

CUSTOMER AGREEMENT
ATTACHMENT 1
SUPPLY OF GENERALLY AVAILABLE PRODUCTS

These terms for Supply of Generally Available Products are part of the Customer Agreement between Avaya and Customer, which incorporates them by reference (the "**Agreement**"). They apply if and to the extent Customer purchases or receives licenses for Products under the Agreement that are generally available on Avaya's price lists.

1. DELIVERY AND IN-SERVICE DATES

1.1 The "**Delivery Date**" means the date on which Avaya delivers: (i) Avaya-installed Products to Customer's premises; or (ii) other Products to a carrier for shipment. In the case of software features that can be enabled by Avaya remotely or delivered via electronic means, "**Delivery Date**" means the date the features are enabled or the software is downloaded to the target processor. The "**In-Service Date**" means the date on which Avaya notifies Customer that the Avaya-installed Products are installed in good working order in accordance with applicable Documentation. "**Installation Start Date**" means the date on which Avaya's personnel arrive at Customer's premises to install Products.

1.2 Acceptance. For Customer-installed products, acceptance shall occur no later than thirty (30) days following the Delivery Date. For Avaya-installed products, acceptance shall occur no later than thirty (30) days following the In-Service Date. In the event that Customer has not provided Avaya with either (a) written acceptance, or (b) a rejection of the order with reasonably detailed explanation of the basis for such rejection, within thirty days following the In-Service Date, formal acceptance of Avaya-installed products will be deemed complete by default. Acceptance shall not be deemed a waiver of any warranties, or any other rights under this Contract.

2. PRODUCT CHANGES

Avaya may make changes to Products or modify the drawings and specifications relating to Products, or substitute Products of later design, provided that the changes do not adversely and materially impact Product form, fit or function.

3. ORDER CHANGES AND CANCELLATIONS

For purposes of this Section, "**Configured Products**" means made-to-order Products provided under this Attachment and "**Non-configured Products**" are all other Products provided under this Attachment. Customer may change or cancel orders as follows:

Configured Products:

- Changes within 72 hours of order placement – 5% of Product and related installation fees
- Changes after 72 hours of order placement or any cancellation prior to Delivery Date – 15% of Product and related installation fees

Non-Configured Products

- Change or cancellation prior to Delivery Date– No Charge
- Change or cancellation after Delivery Date, but prior to Installation Start Date AND Avaya is installing the Product – 15% of Product and related installation fees.

In the event of a permitted cancellation, all preliminary or advance Products that have been delivered to Customer will be returned promptly to Avaya in the original, unopened packaging and in the same condition as delivered. No other changes or cancellations are permitted.

4. SHIPPING; RISK OF LOSS; TITLE

Products will be shipped to the destination in the United States specified in the order. Shipping and handling costs will be reflected as a separate line item on the Avaya invoice. ~~Risk of loss will pass to Customer on the Delivery Date.~~ Title to all hardware will pass to Customer on the Acceptance date, provided Customer maintains all delivered hardware in a secure environment with controlled access. Title to software provided under the Agreement will remain solely with Avaya and its licensors.

5. INVOICING

Unless otherwise agreed, Avaya will invoice Customer for Products as follows: (i) non-Avaya-installed Products will be invoiced 100% on the Delivery Date; (ii) Avaya-installed Products will be invoiced 100% on the In-Service Date.

6. WARRANTY AND LIMITATION OF LIABILITY

6.1 Warranty. Avaya warrants to Customer that during the applicable warranty period, the Product will conform to and operate in accordance with the applicable Documentation in all material respects.

6.2 Warranty Period. Unless a different period is specified in the applicable order, the warranty periods for Products are as follows: (i) hardware: 12 months, beginning on the In-Service Date for Avaya-installed hardware and on the Delivery Date for all other hardware; and/or (ii) software and software media: 90 days, beginning on the In-Service Date for Avaya-installed software and on the Delivery Date for all other software.

6.3 Remedies. If a Product is not in conformance with the warranty above and Avaya receives from Customer during the applicable warranty period a written notice describing in reasonable detail how the Product failed to be in conformance, Avaya at its option will: (i) repair or replace the Product to achieve conformance and return the Product to Customer; or (ii) refund to Customer the applicable fees upon return of the non-conforming Product to Avaya. For software warranty claims, Customer must provide Avaya with information in sufficient detail to enable Avaya to reproduce and analyze the failure and must provide remote access to the affected Products. Replacement hardware may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent and will be furnished only on an exchange basis. Returned hardware that has been replaced by Avaya will become Avaya's property. Replacement Products are warranted as above for the remainder of the original applicable Product warranty period.

6.4 Warranty Procedures. Products subject to a warranty claim must be returned to Avaya in accordance with Avaya's instructions accompanied by evidence satisfactory to Avaya that the Products remain entitled to warranty protection.

6.5 Costs. If a Product is returned within the applicable warranty period subject to a valid warranty claim, Avaya will not charge for any repair, replacement, error identification or correction, or return shipment of the non-conforming Product. If Avaya determines that the Product was operating in conformance with its applicable warranty, Avaya may charge Customer for error identification or correction efforts, repair, replacement and shipment costs at Avaya's then current rates.

7. SOFTWARE LICENSE TERMS

The following license terms and restrictions will apply to software licensed pursuant to this Attachment in addition to those in the General Terms.

7.1 License Types. Avaya grants Customer a license within the scope of one of the license types described below. The license type abbreviations below may be referenced in the order and/or Product Documentation. Where the order or Documentation does not expressly identify a license type, the applicable license will be a Designated System License. Where the order does not expressly indicate a specific number of licenses or units of capacity, the applicable number of licenses and units of capacity for which the license is granted will be one. For purposes of this list of license types: (i) "**Designated Processor**" means a single stand-alone computing device; and (ii) "**Server**" means a Designated Processor that hosts a software application to be accessed by multiple users.

7.1.1 Designated System(s) License (DS). Customer may install and use each copy of the software only on a number of Designated Processors up to the number indicated in the order. Avaya may require the Designated Processor(s) to be identified in the order by type, serial number, feature key, location or other specific designation, or to be provided by Customer to Avaya through electronic means established by Avaya specifically for this purpose.

7.1.2 Concurrent User License (CU). Customer may install and use the software on multiple Designated Processors or one or more Servers, so long as only the licensed number of Units are accessing and using the software at any given time. A "**Unit**" means the unit on which Avaya, at its sole discretion, bases the pricing of its licenses and can be, without limitation, an agent, port or user, an e-mail or voice mail account in the name of a person or corporate function (e.g., webmaster or helpdesk), or a directory entry in the administrative database utilized by the Product that permits one user to interface with the software. Units may be linked to a specific, identified Server.

7.1.3 Database License (DL). Customer may install and use each copy of the software on one Server or on multiple Servers provided that each of the Servers on which the software is installed communicates with no more than a single instance of the same database.

7.1.4 CPU License (CP). Customer may install and use each copy of the software on a number of Servers up to the number indicated in the order provided that the performance capacity of the Server(s) does not exceed the performance capacity specified for the software. Customer may not re-install or operate the software on Server(s) with a larger performance capacity without Avaya's prior consent and payment of an upgrade fee.

7.1.5 Named User License (NU). Customer may: (i) install and use the software on a single Designated Processor or Server per authorized Named User (defined below); or (ii) install and use the software on a Server so long as only authorized Named Users access and use the software. A "**Named User**" means a user or device that has been expressly authorized by Avaya to access and use the software. At Avaya's sole discretion, a Named User may be, without limitation, designated by name, corporate function (e.g., webmaster or helpdesk), an e-mail or voice mail account in the name of a person or corporate function, or a directory entry in the administrative database utilized by the Product that permits one user to interface with the Product.

7.1.6 Shrinkwrap License (SR). With respect to software that contains elements provided by third party suppliers, Customer may install and use the software in accordance with the terms and conditions of the applicable license agreements, such as "shrinkwrap" or "click-through" licenses, accompanying or applicable to the software ("**Shrinkwrap License**").

AVAYA

CUSTOMER AGREEMENT
ATTACHMENT 2
IMPLEMENTATION SERVICES TERMS

These Implementation Services Terms are part of the Customer Agreement between Avaya and Customer, which incorporates these Services Terms by reference (the "**Agreement**"). These Implementation Services Terms apply if and to the extent Customer acquires Implementation Services.

1. SCOPE; ORDER OF PRECEDENCE; CHANGES

1.1 Services Provided. Avaya will provide the Services described in this paragraph ("**Implementation Services**") as specified in an order and further described in an applicable ISD and/or where custom Implementation Services are involved, a Statement of Work executed by both parties ("**SOW**"). The "**Implementation Services Description**" or "**ISD**" is the Avaya Implementation Services Package Description of Services then current as of the date of Avaya's acceptance of an order for Implementation Services. As used in this Attachment, "SOW" refers to the Statement of Work or ISD, as applicable. "**Installation**" or "**Installation Services**" are Implementation Services where Avaya performs Product installation and Product configuration. "**Milestone Services**" are Implementation Services where Avaya creates and delivers customized software, hardware, documentation, or other work product ("**Deliverables**") or completes other defined objectives ("**Milestone Objectives**") on a milestone basis. "**T&M Services**" are consulting and other Implementation Services provided on a time and materials basis in exchange for hourly or daily fees and expense reimbursements calculated on the basis of Avaya service records. Deliverables and work product of T&M Services do not include generally available hardware and software and are not Products. To the extent a SOW provides that Avaya will deliver Products, the terms for Supply of Generally Available Products will apply to those Products. Implementation Services do not include Maintenance Services or Managed Services.

1.2 Order of Precedence. In the event of conflict among the General Terms, these Implementation Services Terms, a SOW and any ancillary attachments to or documents referenced in a SOW, the order of precedence is: (i) Implementation Services Terms; (ii) General Terms; (iii) SOW; and (iv) ancillary documents.

1.3 Site Survey. Prior to performing Installation Services, Avaya may perform a site survey to identify site-specific Installation requirements. Upon completion of the site survey, Avaya will notify Customer of any additional fees relating to the Installation that may apply. If the additional fees exceed 5% of the Installation Services fees in the order or SOW, Customer may cancel the Installation Services without incurring cancellation charges if Avaya receives the cancellation in writing within five business days of Customer's receipt of Avaya's notice.

1.4 Changes. Changes in Implementation Services will be made in accordance with the change control procedure in the SOW. If there is no procedure: (i) Avaya will respond promptly to Customer's change requests by identifying the impact of the proposed change on schedules and pricing; and (ii) changes will be valid only where agreed in writing by both parties.

2. ACCEPTANCE

2.1 T&M SERVICES. T&M SERVICES ARE DEEMED ACCEPTED UPON PERFORMANCE.

2.2 SOW without Acceptance Procedures. Where the SOW does not contain specific acceptance criteria and procedures ("**Acceptance Procedures**"), Implementation Services are deemed accepted upon the earlier of either: (i) Avaya providing notice of completion to Customer; or (ii) production use of Deliverables or installed Products.

2.3 SOW with Acceptance Procedures. Where the SOW contains Acceptance Procedures, the Deliverable or Milestone Objective is deemed accepted upon the earlier of either: (i) the end of the acceptance period defined in the Acceptance Procedures, unless Avaya has received from Customer a rejection notice indicating in reasonable detail the material failure of the Deliverable or Milestone Objective to conform to the criteria in the Acceptance Procedures ("**Rejection Notice**"); or (ii) production use (except to the extent production use is included in the Acceptance Procedures). If the Deliverable or Milestone Objective fails to conform to the criteria in the Acceptance Procedures and Avaya has received a timely Rejection Notice, then Avaya will re-perform the respective Milestone Services and re-submit the Deliverable or Milestone Objective for acceptance as described above. If, after resubmission, Customer provides another Rejection Notice, then Customer's remedies will be either to: (a) terminate the SOW, return all Deliverables and receive a refund of fees paid under the SOW; or (b) accept the Deliverable or Milestone Objective subject to the warranties and remedies described in Section 4. If requested by Avaya, Customer will sign and return an acceptance certificate or other document evidencing acceptance in accordance with this Section.

3. TRANSFER OF RISK, TITLE; LICENSE TO DELIVERABLES

3.1Transfer of Risk and Title. Title to hardware components of Deliverables will pass to Customer upon acceptance. Risk of loss will pass to Customer ~~when the carrier receives the Deliverable for shipment to Customer or~~ when the Deliverable arrives on Customer's premises, whichever occurs earlier.

3.2 Customer's License to Deliverables. Subject to Customer's payment of fees for the Services, Avaya grants Customer a non-exclusive, non-transferable, perpetual, limited, non-sublicenseable license to use the Deliverables. Software contained in Deliverables will be licensed subject to the Software License Terms contained in the Agreement.

4. INVOICING AND PAYMENT

Fees will be invoiced as follows: (i) Installation Services on completion of the installation, unless otherwise provided in the SOW; (ii) Milestone Services according to the schedule in the SOW; and (iii) T&M Services monthly in arrears, unless otherwise provided in the SOW.

5WARRANTY AND LIMITATION OF LIABILITY

5.1 Warranty Period. Unless a different period is specified on the order or SOW, the warranty period for Implementation Services and Deliverables will be 30 days beginning on the acceptance or deemed acceptance date of the Deliverables or the performance of the Service (the "**Warranty Period**").

5.2 Warranty. Avaya warrants to Customer that Services will be carried out in a professional and workmanlike manner by qualified personnel. Avaya warrants that, during the Deliverables Warranty Period, Deliverables will conform in all material respects to the specifications contained in the SOW. However, Avaya does not warrant that software contained in the Deliverables will perform uninterrupted or error-free.

5.3 Remedies. For T&M Services, if within the Warranty Period, Avaya receives from Customer a written notice from Customer and request to cure a non-conformity with the above warranty which describes the non-conformance in reasonable detail, and Avaya fails to cure the non-conformance within 30 days of receiving Customer's notice, Customer may cancel the affected T&M Services, subject to payment of fees for T&M Services already performed. If, during the Deliverable Warranty Period, Avaya receives from Customer a written notice describing in reasonable detail how the Deliverables failed to be in conformance with the above warranty, Avaya will, at its option, repair or replace the non-conforming Deliverables, or refund to Customer the applicable fees upon return of the non-conforming Deliverables.

6. TERM AND TERMINATION

6.1 Term. The term of a SOW will begin on the date specified in the SOW or order and will continue until the work is completed or the SOW is terminated earlier in accordance with this Section.

6.2 Termination. Unless otherwise provided in the SOW, either party may terminate T&M or Installation Services upon 30 days prior written notice, and Customer will pay for Services performed to the date of termination. Unless otherwise provided in the SOW, Customer may terminate Milestone Services at any time upon written notice subject to payment of: (i) Avaya's standard time and materials rates for work performed to the date of termination; and (ii) all non-refundable or non-terminable out-of-pocket expenses Avaya incurred.

AVAYA

CUSTOMER AGREEMENT
ATTACHMENT 3
MAINTENANCE/MANAGED SERVICES TERMS

These Maintenance/Managed Services Terms are part of the Customer Agreement between Avaya and Customer, which incorporates these Services Terms by reference (the "**Agreement**"). These Maintenance/Managed Services Terms apply if and to the extent Customer acquires Maintenance/Managed Services.

1. ORDER, PROVISION AND SCOPE OF SERVICES

1.1 Order and Provision of Services. In return for the payment of the fees specified in the order, Avaya will provide the maintenance/managed Services options for Supported Products or Supported Systems at Supported Sites, as described further in this Attachment and the SAS (for purposes of this Attachment, "**Services**"). The "**Service Agreement Supplement**" or "**SAS**" is the applicable Avaya Service Agreement Supplement then current as of the date of Avaya's acceptance of an order for Services and available to Customer upon request. The parties may execute a statement of work describing specific Services to be provided by Avaya ("**Statement of Work**" or "**SOW**"). As used in this Attachment, "SAS" refers to the Service Agreement Supplement or Statement of Work, as applicable. "**Supported Products**" are: (i) hardware or software products identified in the order; and (ii) Added Products (defined in Section 1.9). Supported Products may include non-Avaya products to the extent they are specified in the order. "**Supported Systems**" are a group of products or networks specified in the order. "**Supported Sites**" are locations specified in the order. Where Avaya provides hardware or software for Customer's use as part of the Services but retains ownership of them, including replacement parts for them, these are referred to as "**Avaya Equipment**" and are not considered Products as that term is defined in the General Terms of the Agreement.

1.2 Documents and Order of Precedence. In the event of conflict among the General Terms, these Maintenance/Managed Services Terms; the SAS and any ancillary attachments to or documents referenced in the SAS, the order of precedence is: (i) Maintenance/Managed Services Terms; (ii) General Terms; (iii) SAS; and (iv) ancillary documents.

1.3 Monitoring. Avaya may electronically monitor Supported Products and Supported Systems for the following purposes: (i) remote diagnostics and corrective actions; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) when providing managed Services, to assess Customer needs for additional products or Services; (v) as otherwise provided in the SAS.

1.4 Error Correction. Some Services options may include correction of Errors. An "**Error**" means a failure of a Supported Product to conform in all material respects to the manufacturer's specifications that were currently applicable when the Supported Product was purchased or licensed.

1.5 Help Line Support. Where the selected Services option includes help line support, Avaya will provide it in accordance with the coverage option (service hours, target response intervals, etc.) that Customer has selected.

1.6 Updates. Where the selected Services option includes the provision of Updates, Avaya will make Updates available to Customer if, and when, the manufacturer makes them generally available to its other customers. An "**Update**" is a change in software that typically provides maintenance correction only. It typically is designated as a change in the digit to the right of the second decimal point (e.g. n.y.[z]). Avaya will provide Updates via a website, email or post mail, at Avaya's option. Updates may be remotely installed by Avaya or delivered to Customer for self-installation.

1.7 End of Support. Avaya may discontinue or limit the scope of Services for Supported Products that Avaya or the third party manufacturer has declared "end of life," "end of service," "end of support," "manufacture discontinued" or similar designation ("**End of Support**"). Customer may access Avaya's user support website (www.support.avaya.com) for End of Support notifications. Avaya targets posting of End of Support notifications for Avaya-manufactured Products at least six months in advance of the End of Support date. End of Support will be effective as of the effective date of the End of Support notice. Avaya also may provide End of Support notices by email to email addresses that Customer has registered with Avaya. If Services are discontinued for a Supported Product, the Supported Product will be removed from the order and rates will be adjusted accordingly. For certain Products subject to End of Support, Avaya may continue to offer a limited set of Services ("**Extended Support**"). Where Avaya has chosen to do this, the description of Extended Support available and related fees will be available at the time of Avaya's notice. These notices will communicate information such as Extended Support eligibility, Extended Support alerts related to parts shortages, and end of Services coverage eligibility (including Extended Support).

1.8 Replacement Hardware. Replacement hardware provided as part of Services may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent. It will be furnished only on an exchange basis. Returned hardware that has been replaced by Avaya, whether Avaya Equipment or otherwise, will become Avaya's property.

1.9 Added Products. If Customer acquires additional products of the same type and manufacturer(s) as the existing Supported Products and locates them with existing Supported Products at a Supported Site, they will be considered "**Added Products**", and will be added to the order automatically for the remainder of the term. Added Products purchased from a party other than the manufacturer or an authorized reseller are subject to certification by Avaya at Avaya's then current Services rates. If Added Products fail certification, Avaya may choose not to add them to the Supported Products.

1.10 General Limitations. Unless the SAS provides otherwise, Avaya will provide software Services only for the unaltered current release of the software and the prior release. The following items are included in the Services only if the SAS specifically includes them: (i) support of user-defined applications; (ii) support of Supported Products that have been modified by a party other than Avaya (except for installation of standard, self-installed Updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (vi) correction of Errors arising from causes external to the Supported Products (such as power failures or surges); and (vii) services for Supported Products that have been misused, used in breach of their license restrictions, improperly installed or configured, or that have had their serial numbers altered, defaced or deleted.

2. INVOICING AND PAYMENT

Avaya will invoice Customer for Services in advance unless another payment option is specified in the order.

3. CUSTOMER RESPONSIBILITIES

3.1 General. Customer will cooperate with Avaya as reasonably necessary for Avaya's performance of its obligations, such as: (i) providing Avaya with full, free and safe access to its facilities; (ii) providing telephone numbers, network addresses and passwords necessary for remote access; and (iii) providing interface information for Supported Products and necessary third party consents and licenses to access them. All items will be provided by Customer at Customer's expense. If Avaya provides an Update or other new release of software as part of the Services, Customer will implement it promptly.

3.2 Provision of Supported Products and Systems. Except for Avaya Equipment or Avaya hosted facilities identified in the SAS, Customer will provide all Supported Products, Supported Systems and Supported Sites. Customer continuously represents and warrants that: (i) Customer is either the owner of, or is authorized to access and use, each of them; and (ii) Avaya, its suppliers, and subcontractors are authorized to do the same to the extent necessary to provide the Services in a timely manner.

3.3 Moves of Supported Products. Customer will notify Avaya in advance before moving Supported Products. Only Avaya may move Avaya Equipment. Avaya may charge additional amounts to recover additional costs in providing the Services as a result of moved Supported Products.

3.4 Vendor Management. Where Avaya is to instruct or request products or services on Customer's behalf from third party vendors under Customer's supply contracts with the third party vendors ("**Vendor Management**"), Customer will provide Avaya upon request a letter of agency or similar document, in a form reasonably satisfactory to Avaya, permitting Avaya to perform the Vendor Management. Where the third party vendor's consent is required for Avaya to be able to perform Vendor Management in a timely manner, Customer will obtain the written consent of the vendor and provide Avaya a copy of it upon request.

3.5 Third Party Hosting. In the event one or more network address(es) to be monitored by Avaya are associated with systems owned, managed, and/or hosted by a third party service provider ("**Host**"), Customer will: (i) notify Avaya of the Host prior to commencement of the Services; (ii) obtain the Host's advance written consent for Avaya to perform the Services on the Host's computer systems and provide Avaya with a copy of the consent upon request; and (iii) facilitate necessary communications between Avaya and the Host in connection with the Services.

3.6 Access to Personal Data. Where Customer instructs Avaya to access any employee, customer or other individual's personal data contained in any Supported Product or Supported System, or to provide Customer or a third party identified by Customer with access, Customer will indemnify Avaya and its officers, directors, employees, subcontractors and affiliates against, and hold each of them harmless from, any and all liabilities, costs, damages, judgments and expenses (including reasonable attorney's fees and costs) arising out of Avaya accessing or providing access in accordance with Customer's instructions.

3.7 Avaya Equipment. Customer will not remove any identification tags or other markings on Avaya Equipment. Customer will keep Avaya Equipment free and clear of all levies, liens and encumbrances arising by or through Customer or arising in connection with the location of Avaya Equipment at a Supported Site, and consents to the filing of informational financing statements by the owner of the Avaya Equipment to give notice of ownership. Customer will, at its own expense, maintain insurance against loss, theft, destruction or damage to Avaya Equipment (each, a "**Loss**") for the full replacement value of the Avaya Equipment, will provide evidence of this insurance upon request, and will notify Avaya promptly in writing of any Loss.

4. TITLE AND RISK OF LOSS TO EQUIPMENT

Title to Avaya Equipment, whether new or replacement Avaya Equipment, will remain with Avaya or its suppliers and will not pass to Customer. Title to other Avaya-installed replacement hardware provided as part of Services will pass to Customer when installed. Title to all other hardware provided as part of Services will pass to Customer when it arrives at the Supported Site. Avaya may, without notice to Customer, assign, pledge, transfer or otherwise convey any or all of Avaya's right, title and interest in Avaya

Equipment. Customer will bear the risk of loss, theft, destruction or damage to Avaya Equipment except for losses caused by Avaya.

5. SOFTWARE LICENSE

Where Services include provision of patches, Updates or feature upgrades for Supported Products ("**New Software**"), they will be provided subject to the license grant and restrictions contained in the original agreement under which Customer licensed the original software from Avaya. Where there is no existing license from Avaya, New Software will be provided subject to the manufacturer's then current license terms and restrictions for the New Software. New Software may include components provided by third party suppliers that are subject to their own end user license agreements. Customer may install and use these components in accordance with the terms and conditions of the "shrinkwrap" or "clickwrap" end user license agreement accompanying them. Software provided as part of Avaya Equipment is licensed in accordance with the license grant and restrictions contained in the General Terms, but only for the duration of the Services or until return of the Avaya Equipment is required, whichever is earlier.

6. WARRANTY AND LIMITATION OF LIABILITY

6.1 Warranty. Avaya warrants to Customer that Services will be carried out in a professional and workmanlike manner by qualified personnel.

6.2 Remedy. If Services are not in conformance with the above warranty and Avaya receives Customer's detailed request to cure a non-conformance within 30 days of its occurrence, Avaya will re-perform those Services. This remedy will be Customer's sole and exclusive remedy and will be in lieu of any other rights or remedies Customer may have against Avaya with respect to the non-conformance of Services.

6.3 Disclaimer. Services provided to enhance network security are not a guaranty against malicious code, deleterious routines, and other techniques and tools employed by computer "hackers" and other third parties to create security exposures. Neither Avaya nor its suppliers make any warranty, express or implied, that all security threats and vulnerabilities will be detected or that the Services will render an end user's network or particular network elements safe from intrusions and other security breaches.

7. TERM AND TERMINATION

7.1 Term. Unless a different term is defined in the order, Avaya will provide Services for an initial term of one year. Unless otherwise specified in the SAS, Customer may terminate maintenance Services in whole or in part upon 30 days written notice subject to the following cancellation fees equal to maintenance Service fees for 12 months or the remaining term, whichever is less.

7.2 Re-Delivery of Avaya Equipment. Within 30 days after the termination of the SOW, Customer will: (i) deliver at no cost to Avaya all Avaya Equipment located at a Supported Site subject to the termination to a location in the United States designated by Avaya, in the same condition as when originally delivered to the Supported Site, reasonable wear and tear excepted; and (ii) cease all use and return to Avaya all copies of software (including backup copies) provided as part of the Services.

Avaya: Professional Services Cost Rollup.

31-Jan-07

Switch	Location	Charge
PV1	330 Fair Lane, WS	$43,372.00
PV2	495 Main Street, WS	$4,250.00
PV3	931 Spring Street, WS	$4,250.00
PV4	2441 Headington, WS	$2,125.00
PV5	7455 Silva Valley Parkway, '	$186.21
PV6	3057 Briw Road, WS	$4,250.00
ST1	1360 Johnson Blvd, SLT	$6,375.00
ST2	971 Silver Dollar, SLT	$2,125.00
ST3	3368 Lake Tahoe Blvd	$2,125.00
	Total Professional Services Cost for 9 locations	$69,058.21

Avaya
Statement of Work for:

El Dorado County
330 Fair Lane
Placerville CA

EL DORADO COUNTY		Avaya Inc.	
Contact Name:	Tom Straling	Contact Name:	Scott Colosimo
Reach Number:	530-621-5435	Reach Number:	408-456-4929
Address:	360 Fair Lane	Address:	1033 McCarthy Blvd. Building 2
City:	Placerville	City:	Milpitas
State/Province/Department:	CA	State/Province/Department:	CA
ZIP/Postal Code:	95667	ZIP/Postal Code:	95035
Country:	United States of America	Country:	United States of America
eProject Project Code:	Switch Identifier: PV1	Version Number:	1.0
Siebel OTN/ORS ID:		SAP Quote #:	

Customer Initials	Attachment Name
	Attachment A: Service Description Definity Upgrade to Communication Manager

CUSTOMER'S SIGNATURE BELOW ACKNOWLEDGES THAT CUSTOMER HAS REVIEWED AND AGREES TO THIS STATEMENT OF WORK ("SOW"). THE EFFECTIVE DATE ("EFFECTIVE DATE") IS THE DATE ON WHICH AVAYA SIGNS THIS SOW.

EL DORADO COUNTY	Avaya Inc.
X _____	X _____
Printed Name	Printed Name
Chairman, Board of Supervisors	
Title	Title
Date	Date

Avaya - Proprietary & Confidential.
Use pursuant to the terms of your signed agreement or Avaya policy.

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

Contract Administrator:

By: _____ Date: 3/23/07
Tom Straling
Technology Officer
Information Technologies

Department Head:

By: _____ Date: 4/2/07
Jacqueline Nilius
Director
Information Technologies

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Statement of Work
for
EL DORADO COUNTY

Section 1: Contract Reference

This Statement of Work ("SOW") is governed by the agreement ("Agreement") between Avaya and EL DORADO COUNTY ("Customer"). In the event of a conflict between this SOW and the terms of the Agreement, the Agreement will control.

Section 2: Project Overview

Avaya will provide the services ("Services") and/or deliverables ("Deliverables") contained in the attached service description(s) ("Service Description") at the designated price.

Upgrade the existing G3si Release 7 to the Communications Manager Version 4.0 on the S8720 Media Server Platform. Main switch (330 Fair Ln) upgrade is to S8720CM4 / G650 with IPSIs and for PPN (MCC) portion and EPN1 (MCC) portion and IPSI and Single Power for EPN2 (SCC). Please note that MCCs and SCCs are replaced with G650s. Also, TN742s, TN767s and TN722s are replaced with the latest compatible Circuit Packs.

Services and/or Deliverables will be provided to:

End User Name:	EL DORADO COUNTY
Physical Address	
Address:	330 Fair Lane
City:	Placerville
State/Province/Department:	CA
ZIP/Postal Code:	95667
Country:	United States of America
Sold To:	0003146914

Changes to this SOW must be agreed to in writing and signed by both parties. Changes may result in additional charges.

Section 3: Standard Service Hours

Unless otherwise specified in the Project Overview or Services and Deliverables, pricing is based on the assumption that Service affecting work will be performed after 5:00 PM local site time, Monday-Friday, excluding Avaya-designated holidays ("Standard Service Hours"). Non service affecting work can be completed and performed during normal business hours. Work performed outside Standard Service Hours may be subject to overtime charges at the following rates:

Overtime (1.5 times)	Premium Overtime (2.0 times)
Evenings, Monday-Friday 5:00 PM-8:00 AM	Saturday 12:00 AM (midnight)–Monday 8:00 AM
Saturday, 8:00 AM–12:00 AM (midnight)	Avaya-designated holidays

Section 4: General Customer Responsibilities

Customer responsibilities include the following:

- Designate single point of contact (SPOC) for Avaya. Individual will have thorough understanding of business requirements and technical environment, and will be authorized to make binding decisions in Customer's behalf.
- Verify and arrange for installation of all applicable network connections and provide all circuit information (e.g., IP address, subnet mask, gateway, machine names, modem numbers) including network diagrams.
- Ensure that demarcation (DMARC) and applicable wiring are identified and that DMARC points can be connected to the Avaya equipment with the cables that have been provided.
- Ensure that a 7x24 dedicated remote-access line is installed no later than the date on which Avaya begins work.
- Obtain all necessary permits and/or licenses required prior to installation of equipment (if applicable). These costs are not included in this SOW unless expressly stated in Section 5 (Project Pricing).
- Accept receipt of all equipment; retain shipping documentation; inventory shipments by box count; and report any obvious external damages.
- Provide secured site for storage and installation of equipment, including all necessary electrical, wiring, grounding and HVAC. Provide floor plans for equipment-room configuration and related locations, if applicable.
- Work with Avaya to establish trouble-reporting procedures and logistics for use in connection with Avaya's cutover support, if applicable.
- If requested by Avaya, sign and return an acceptance certificate or other document evidencing acceptance.
- Costs incurred by Avaya due to non-performance by Customer or Customer's vendor(s) may result in additional charges, which Avaya will identify in writing for Customer.

Section 5: Project Pricing

This pricing is valid until 2007-03-15. If Effective Date is after this date, prices may be adjusted to reflect Avaya's current rates.

Pricing Breakdown for EL DORADO COUNTY

Price Breakdown for El Dorado County

Description	Material Code	List Price
CIS Communication Manager Migration Package Premium Service	201168	$43,372.00
	Totals	**$43,372.00**

Attachment A: Definity/Communication Manager

A1: Services and Deliverables

A1.1 Solution Preparation

A1.1.1 Solution Preparation

Avaya will conduct a pre-implementation design conference call including, but not limited to, the following topics:

- Preparing for cutover
- Completing site survey
- Configuring base server
- Setting up PBX integration
- Providing configuration note to Customer

A1.2 Solution Design and Development

A1.2.1 Solution Design and Development

Avaya will perform the following tasks:

- Perform a backup and save translation on existing system translations.
- Install S8720 Media Servers in customer provided data racks
- Install G650s in customer provided data racks
- Remove legacy non-compliant circuit boards and replace them with compliant Avaya circuit boards
- Perform the necessary cross connects and reconnections from the G650s to the new Media Servers
- Complete the appropriate links from the remote G3si systems back to the S8720 Media Ser ver
- Install and program the new 96xx IP telephones, using the customer provided compliant data switch that will provide PoE.
- Additional work that will be provided as part of this upgrade include:
- Project Management (For Media Servers) and implementation
- Site Survey
- System Software & Network Translations – Platform Migration
- System Software & Network Translations – Gateways/Upgrades/Backup Servers
- Trunking Translations
- Station Programming
- Station Programming: IP Softphones
- Software Programming for IP Interface Boards
- Network Region Design Implementation
- Control Network Implementation
- EC500 Mobility
- Phone Access Vulnerability Review
- Software Support
- After Business Hours Software Support
- Hardware Upgrades
- Software and Firmware Upgrades
- Staging
- Station Installation
- Station Placement
- Cross-Connects
- Cutover Support – After Business Hours
- Help Desk Support: Platform Migrations and Software/Hardware Upgrades
- Help Desk Support: Software Only Upgrade
- System Handoff Review
- Project Management
- Pre-Implementation Design Conference Call
- Site Survey
- Hardware Installation
- Single Point of Contact (SPOC) for planning and managing implementation
- Provide Program Management for projects and phases across enterprise
- Monitor the technical, financial and schedule the project
- Plan, direct and control activities of personnel associated with project
- Coordinate formation of project team

- Establish work groups to manage implementation, cutover, testing and user acceptance
-

A1.2.2 Trunking Translations

Avaya will provide the basic system translations for trunking and network connectivity.

A1.3 Solution Deployment

A1.3.1 Trunk Installation

Avaya will:

- Retest connectivity to Customer's network services.
- Perform loop-back test from server DS-1's (integrated CSUs only) to facilities demarcation point, if applicable.
- Inform Customer of loop-back test results, if applicable.
- Test connectivity to Customer's network services.

A1.4 Knowledge Transfer

Provide documentation.

A2: Pricing Assumptions

A2.1 Work activities that do not affect service, excluding cutover support, will be performed and completed during Standard Service Hours, as defined in Section 3: Standard Service Hours.

These services will be delivered remotely, unless otherwise mutually agreed to by Avaya and Customer. **Note:** If Avaya determines that certain resource tasks must be performed onsite, they will be limited to the first day of business support. Services performed by an Avaya technician and/or end-user training may also be delivered onsite.

Travel and living expenses will be invoiced to Customer in accordance with the Avaya travel policy (if applicable and service is requested).

Avaya
Statement of Work
for
El Dorado County
495 Main Street
Placerville CA

EL DORADO COUNTY		Avaya Inc.	
Contact Name:	Tom Straling	Contact Name:	Scott Colosimo
Reach Number:	530-621-5435	Reach Number:	408-456-4929
Address:	360 Fair Lane	Address:	1033 McCarthy Blvd. Building 2
City:	Placerville	City:	Milpitas
State/Province/Department:	CA	State/Province/Department:	CA
ZIP/Postal Code:	95667	ZIP/Postal Code:	95035
Country:	United States of America	Country:	United States of America
eProject Project Code:	Switch Identifier: PV2	Version Number:	1.0
Siebel OTN/ORS ID:		SAP Quote #:	

Customer Initials	Attachment Name
	Attachment A: Service Description Communication Manager/Messaging UCC

CUSTOMER'S SIGNATURE BELOW ACKNOWLEDGES THAT CUSTOMER HAS REVIEWED AND AGREES TO THIS STATEMENT OF WORK ("SOW"). THE EFFECTIVE DATE ("EFFECTIVE DATE") IS THE DATE ON WHICH AVAYA SIGNS THIS SOW.

EL DORADO COUNTY	Avaya Inc.
X _____	X _____
Printed Name	Printed Name
Title	Title
Date	Date

Avaya - Proprietary & Confidential.
Use pursuant to the terms of your signed agreement or Avaya policy.

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

Contract Administrator:

By: _____ Date: 3/23/07
Tom Straling
Technology Officer I
Information Technologies

Department Head:

By: _____ Date: 4/2/07
Jacqueline Nilius
Director
Information Technologies

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Statement of Work
for
EL DORADO COUNTY

Section 1: Contract Reference

This Statement of Work ("SOW") is governed by the agreement ("Agreement") between Avaya and EL DORADO COUNTY ("Customer"). In the event of a conflict between this SOW and the terms of the Agreement, the Agreement will control.

Section 2: Project Overview

Avaya will provide the services ("Services") and/or deliverables ("Deliverables") contained in the attached service description(s) ("Service Description") at the designated price.

Scope of work - Replace the existing legacy quantity (2) TN722 T.1 boards inside the G3si and replace them with (2) TN464 ISDN PRI T.1 boards, add a new TN771DP facility test board and activate the Enhanced Features licenses on the Definity system itself. This work is a prerequisite and required to properly link and network back to the converged platform which will be at Fair Lane. Avaya installation, provisioning and project management is included.

Services and/or Deliverables will be provided to:

End User Name:	EL DORADO COUNTY
Physical Address	
Address:	495 Main St.
City:	Placerville,
State/Province/Department:	CA
ZIP/Postal Code:	95667
Country:	United States of America
Sold To:	0003146946

Changes to this SOW must be agreed to in writing and signed by both parties. Changes may result in additional charges.

Section 3: Standard Service Hours

Unless otherwise specified in the Project Overview or Services and Deliverables, pricing is based on the assumption that Service affecting work will be performed after 5:00 PM local site time, Monday-Friday, excluding Avaya-designated holidays ("Standard Service Hours"). Non service affecting work can be completed and performed during normal business hours. Work performed outside Standard Service Hours may be subject to overtime charges at the following rates:

Overtime (1.5 times)	Premium Overtime (2.0 times)
Evenings, Monday-Friday 5:00 PM-8:00 AM	Saturday 12:00 AM (midnight)–Monday 8:00 AM
Saturday, 8:00 AM–12:00 AM (midnight)	Avaya-designated holidays

Section 4: General Customer Responsibilities

Customer responsibilities include the following:

- Designate single point of contact (SPOC) for Avaya. Individual will have thorough understanding of business requirements and technical environment, and will be authorized to make binding decisions in Customer's behalf.
- Obtain all necessary permits and/or licenses required prior to installation of equipment (if applicable). These costs are not included in this SOW unless expressly stated in Section 5 (Project Pricing).

- Accept receipt of all equipment; retain shipping documentation; inventory shipments by box count; and report any obvious external damages.
- Provide secured site for storage and installation of equipment, including all necessary electrical, wiring, grounding and HVAC. Provide floor plans for equipment-room configuration and related locations, if applicable.
- Work with Avaya to establish trouble-reporting procedures and logistics for use in connection with Avaya's cutover support, if applicable.
- If requested by Avaya, sign and return an acceptance certificate or other document evidencing acceptance.

Costs incurred by Avaya due to non-performance by Customer or Customer's vendor(s) may result in additional charges, which Avaya will identify in writing for Customer.

- Additional responsibilities may appear in Section 3 (Offer-Specific Customer Responsibilities) of the attachment(s).

Section 5: Project Pricing

This pricing is valid until 2007-03-15. If Effective Date is after this date, prices may be adjusted to reflect Avaya's current rates.

Pricing Breakdown for EL DORADO COUNTY

Price Breakdown for El Dorado County		
Description	**Material Code**	**List Price**
NIC Engineering Support	117920	$4,250.00
Communications Mgr. Model	186417	$0.00
	Totals	**$4,250.00**

Attachment A: Definity/Communication Manager

A1: Services and Deliverables

A1.1 Solution Preparation

A1.1.1 Solution Preparation

Avaya will conduct a pre-implementation design conference call including, but not limited to, the following topics:

- Preparing for cutover
- Completing site survey
- Configuring base server
- Setting up PBX integration
- Providing configuration note to Customer

A1.2 Solution Design and Development

A1.2.1 Solution Design and Development

Avaya will perform the following tasks onsite, unless otherwise indicated.

- Remove existing TN722 ISDN T.1 circuit boards
- Replace with new TN464 ISDN-PRI T.1 circuit boards
- Install and program the TN 771D Facility Test Board
- Deliver and program the Enhanced Features license file remotely

A1.2.2 Trunking Translations

Avaya will provide the basic system translations for trunking and network connectivity.

A1.3 Solution Deployment

A1.3.1 Trunk Installation

Avaya will:

- Retest connectivity to Customer's network services.
- Perform loop-back test from server DS-1's (integrated CSUs only) to facilities demarcation point, if applicable.
- Inform Customer of loop-back test results, if applicable.
- Test connectivity to Customer's network services.

A1.4 Knowledge Transfer

Provide documentation.

A2: Pricing Assumptions

A2.1 Work activities that do not affect service, excluding cutover support, will be performed and completed during Standard Service Hours, as defined in Section 3: Standard Service Hours.

These services will be delivered remotely, unless otherwise mutually agreed to by Avaya and Customer. **Note:** If Avaya determines that certain resource tasks must be performed onsite, they will be limited to the first day of business support. Services performed by an Avaya technician and/or end-user training may also be delivered onsite.

Travel and living expenses will be invoiced to Customer in accordance with the Avaya travel policy (if applicable and service is requested).

Avaya
Statement of Work for:

El Dorado County
2441 Headington Road
Placerville CA

EL DORADO COUNTY		Avaya Inc.	
Contact Name:	Tom Straling	Contact Name:	Scott Colosimo
Reach Number:	530-621-5435	Reach Number:	408-456-4929
Address:	360 Fair Lane	Address:	1033 McCarthy Blvd. Building 2
City:	Placerville	City:	Milpitas
State/Province/Department:	CA	State/Province/Department:	CA
ZIP/Postal Code:	95667	ZIP/Postal Code:	95035
Country:	United States of America	Country:	United States of America
eProject Project Code:	Switch Identifier: PV4	Version Number:	1.0
Siebel OTN/ORS ID:		SAP Quote #:	

Customer Initials	Attachment Name
	Attachment A: Service Description Communication Manager/Messaging UCC

CUSTOMER'S SIGNATURE BELOW ACKNOWLEDGES THAT CUSTOMER HAS REVIEWED AND AGREES TO THIS STATEMENT OF WORK ("SOW"). THE EFFECTIVE DATE ("EFFECTIVE DATE") IS THE DATE ON WHICH AVAYA SIGNS THIS SOW.

EL DORADO COUNTY	Avaya Inc.
X _____	X _____
_____	_____
Printed Name	Printed Name
Chairman, Board of Supervisors	
Title	Title
_____	_____
Date	Date

Avaya - Proprietary & Confidential.
Use pursuant to the terms of your signed agreement or Avaya policy.

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

Contract Administrator:

By: _____ Date: 3/23/07
Tom Straling
Technology Officer I
Information Technologies

Department Head:

By: _____ Date: 4/3/07
Jacqueline Nilius
Director
Information Technologies

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Statement of Work
for
EL DORADO COUNTY

Section 1: Contract Reference

This Statement of Work ("SOW") is governed by the agreement ("Agreement") between Avaya and EL DORADO COUNTY ("Customer"). In the event of a conflict between this SOW and the terms of the Agreement, the Agreement will control.

Section 2: Project Overview

Avaya will provide the services ("Services") and/or deliverables ("Deliverables") contained in the attached service description(s) ("Service Description") at the designated price.

Scope of work - Replace the existing legacy quantity (1) TN722 T.1 board inside the G3si and replace them with (1) TN464 ISDN PRI T.1 boards, add a new TN771DP facility test board and activate the Enhanced Features licenses on the Definity system itself. This work is a prerequisite and required to properly link and network back to the converged platform which will be at Fair Lane. Avaya installation, provisioning and project management is included.

Services and/or Deliverables will be provided to:

End User Name:	EL DORADO COUNTY
Physical Address	
Address:	2441 Headington Road .
City:	Placerville,
State/Province/Department:	CA
ZIP/Postal Code:	95667
Country:	United States of America
Sold To:	0003146925

Changes to this SOW must be agreed to in writing and signed by both parties. Changes may result in additional charges.

Section 3: Standard Service Hours

Unless otherwise specified in the Project Overview or Services and Deliverables, pricing is based on the assumption that Service affecting work will be performed after 5:00 PM local site time, Monday-Friday, excluding Avaya-designated holidays ("Standard Service Hours"). Non service affecting work can be completed and performed during normal business hours. Work performed outside Standard Service Hours may be subject to overtime charges at the following rates:

Overtime (1.5 times)	Premium Overtime (2.0 times)
Evenings, Monday-Friday 5:00 PM-8:00 AM	Saturday 12:00 AM (midnight)–Monday 8:00 AM
Saturday, 8:00 AM–12:00 AM (midnight)	Avaya-designated holidays

Section 4: General Customer Responsibilities

Customer responsibilities include the following:

- Designate single point of contact (SPOC) for Avaya. Individual will have thorough understanding of business requirements and technical environment, and will be authorized to make binding decisions in Customer's behalf.
- Obtain all necessary permits and/or licenses required prior to installation of equipment (if applicable). These costs are not included in this SOW unless expressly stated in Section 5 (Project Pricing).

- Accept receipt of all equipment; retain shipping documentation; inventory shipments by box count; and report any obvious external damages.
- Provide secured site for storage and installation of equipment, including all necessary electrical, wiring, grounding and HVAC. Provide floor plans for equipment-room configuration and related locations, if applicable.
- Work with Avaya to establish trouble-reporting procedures and logistics for use in connection with Avaya's cutover support, if applicable.
- If requested by Avaya, sign and return an acceptance certificate or other document evidencing acceptance.

Costs incurred by Avaya due to non-performance by Customer or Customer's vendor(s) may result in additional charges, which Avaya will identify in writing for Customer.

- Additional responsibilities may appear in Section 3 (Offer-Specific Customer Responsibilities) of the attachment(s).

Section 5: Project Pricing

This pricing is valid until 2007-03-15. If Effective Date is after this date, prices may be adjusted to reflect Avaya's current rates.

Pricing Breakdown for EL DORADO COUNTY

Price Breakdown for El Dorado County		
Description	**Material Code**	**List Price**
NIC Engineering Support	117920	$2,125.00
Communications Mgr. Model	186417	$0.00
	Totals	**$2,125.00**

Attachment A: Definity/Communication Manager

A1: Services and Deliverables

A1.1 Solution Preparation

A1.1.1 Solution Preparation

Avaya will conduct a pre-implementation design conference call including, but not limited to, the following topics:

- Preparing for cutover
- Completing site survey
- Configuring base server
- Setting up PBX integration
- Providing configuration note to Customer

A1.2 Solution Design and Development

A1.2.1 Solution Design and Development

Avaya will perform the following tasks onsite, unless otherwise indicated.

- Remove existing TN722 ISDN T.1 circuit boards
- Replace with new TN464 ISDN-PRI T.1 circuit boards
- Install and program the TN 771D Facility Test Board
- Deliver and program the Enhanced Features license file remotely

A1.2.2 Trunking Translations

Avaya will provide the basic system translations for trunking and network connectivity.

A1.3 Solution Deployment

A1.3.1 Trunk Installation

Avaya will:

- Retest connectivity to Customer's network services.
- Perform loop-back test from server DS-1's (integrated CSUs only) to facilities demarcation point, if applicable.
- Inform Customer of loop-back test results, if applicable.
- Test connectivity to Customer's network services.

A1.4 Knowledge Transfer

Provide documentation.

A2: Pricing Assumptions

A2.1 Work activities that do not affect service, excluding cutover support, will be performed and completed during Standard Service Hours, as defined in Section 3: Standard Service Hours.

These services will be delivered remotely, unless otherwise mutually agreed to by Avaya and Customer. **Note:** If Avaya determines that certain resource tasks must be performed onsite, they will be limited to the first day of business support. Services performed by an Avaya technician and/or end-user training may also be delivered onsite.

Travel and living expenses will be invoiced to Customer in accordance with the Avaya travel policy (if applicable and service is requested).

Avaya
Statement of Work for:

El Dorado County
931 Spring Street
Placerville CA

EL DORADO COUNTY		Avaya Inc.	
Contact Name:	Tom Straling	Contact Name:	Scott Colosimo
Reach Number:	530-621-5435	Reach Number:	408-456-4929
Address:	360 Fair Lane	Address:	1033 McCarthy Blvd. Building 2
City:	Placerville	City:	Milpitas
State/Province/Department:	CA	State/Province/Department:	CA
ZIP/Postal Code:	95667	ZIP/Postal Code:	95035
Country:	United States of America	Country:	United States of America
eProject Project Code:	Switch Identifier: PV3	Version Number:	1.0
Siebel OTN/ORS ID:		SAP Quote #:	

Customer Initials	Attachment Name
	Attachment A: Service Description Communication Manager/Messaging UCC

CUSTOMER'S SIGNATURE BELOW ACKNOWLEDGES THAT CUSTOMER HAS REVIEWED AND AGREES TO THIS STATEMENT OF WORK ("SOW"). THE EFFECTIVE DATE ("EFFECTIVE DATE") IS THE DATE ON WHICH AVAYA SIGNS THIS SOW.

EL DORADO COUNTY	Avaya Inc.
X _____	X _____
Printed Name	Printed Name
Chairman, Board of Supervisors	
Title	Title
Date	Date

Avaya - Proprietary & Confidential.
Use pursuant to the terms of your signed agreement or Avaya policy.

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

Contract Administrator:

By: _____ Date: 3/23/07
Tom Straling
Technology Officer
Information Technologies

Department Head:

By: _____ Date: 4/3/07
Jacqueline Nilius
Director
Information Technologies

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Statement of Work
for
EL DORADO COUNTY

Section 1: Contract Reference

This Statement of Work ("SOW") is governed by the agreement ("Agreement") between Avaya and EL DORADO COUNTY ("Customer"). In the event of a conflict between this SOW and the terms of the Agreement, the Agreement will control.

Section 2: Project Overview

Avaya will provide the services ("Services") and/or deliverables ("Deliverables") contained in the attached service description(s) ("Service Description") at the designated price.

Scope of work - Replace the existing legacy quantity (2) TN722 T.1 boards inside the G3si and replace them with (2) TN464 ISDN PRI T.1 boards, add a new TN771DP facility test board and activate the Enhanced Features licenses on the Definity system itself. This work is a prerequisite and required to properly link and network back to the converged platform which will be at Fair Lane. Avaya installation, provisioning and project management is included.

Services and/or Deliverables will be provided to:

End User Name:	EL DORADO COUNTY
Physical Address	
Address:	931 Spring St.
City:	Placerville,
State/Province/Department:	CA
ZIP/Postal Code:	95667
Country:	United States of America
Sold To:	0003146958

Changes to this SOW must be agreed to in writing and signed by both parties. Changes may result in additional charges.

Section 3: Standard Service Hours

Unless otherwise specified in the Project Overview or Services and Deliverables, pricing is based on the assumption that Service affecting work will be performed after 5:00 PM local site time, Monday-Friday, excluding Avaya-designated holidays ("Standard Service Hours"). Non service affecting work can be completed and performed during normal business hours. Work performed outside Standard Service Hours may be subject to overtime charges at the following rates:

Overtime (1.5 times)	Premium Overtime (2.0 times)
Evenings, Monday-Friday 5:00 PM-8:00 AM	Saturday 12:00 AM (midnight)–Monday 8:00 AM
Saturday, 8:00 AM–12:00 AM (midnight)	Avaya-designated holidays

Section 4: General Customer Responsibilities

Customer responsibilities include the following:

- Designate single point of contact (SPOC) for Avaya. Individual will have thorough understanding of business requirements and technical environment, and will be authorized to make binding decisions in Customer's behalf.
- Obtain all necessary permits and/or licenses required prior to installation of equipment (if applicable). These costs are not included in this SOW unless expressly stated in Section 5 (Project Pricing).

- Accept receipt of all equipment; retain shipping documentation; inventory shipments by box count; and report any obvious external damages.
- Provide secured site for storage and installation of equipment, including all necessary electrical, wiring, grounding and HVAC. Provide floor plans for equipment-room configuration and related locations, if applicable.
- Work with Avaya to establish trouble-reporting procedures and logistics for use in connection with Avaya's cutover support, if applicable.
- If requested by Avaya, sign and return an acceptance certificate or other document evidencing acceptance.

Costs incurred by Avaya due to non-performance by Customer or Customer's vendor(s) may result in additional charges, which Avaya will identify in writing for Customer.

- Additional responsibilities may appear in Section 3 (Offer-Specific Customer Responsibilities) of the attachment(s).

Section 5: Project Pricing

This pricing is valid until 2007-03-15. If Effective Date is after this date, prices may be adjusted to reflect Avaya's current rates.

Pricing Breakdown for EL DORADO COUNTY

Price Breakdown for El Dorado County		
Description	**Material Code**	**List Price**
NIC Engineering Support	117920	$4,250.00
Communications Mgr. Model	186417	$0.00
	Totals	**$4,250.00**

Attachment A: Definity/Communication Manager

A1: Services and Deliverables

A1.1 Solution Preparation

A1.1.1 Solution Preparation

Avaya will conduct a pre-implementation design conference call including, but not limited to, the following topics:

- Preparing for cutover
- Completing site survey
- Configuring base server
- Setting up PBX integration
- Providing configuration note to Customer

A1.2 Solution Design and Development

A1.2.1 Solution Design and Development

Avaya will perform the following tasks onsite, unless otherwise indicated.

- Remove existing TN722 ISDN T.1 circuit boards
- Replace with new TN464 ISDN-PRI T.1 circuit boards
- Install and program the TN 771D Facility Test Board
- Deliver and program the Enhanced Features license file remotely

A1.2.2 Trunking Translations

Avaya will provide the basic system translations for trunking and network connectivity.

A1.3 Solution Deployment

A1.3.1 Trunk Installation

Avaya will:

- Retest connectivity to Customer's network services.
- Perform loop-back test from server DS-1's (integrated CSUs only) to facilities demarcation point, if applicable.
- Inform Customer of loop-back test results, if applicable.
- Test connectivity to Customer's network services.

A1.4 Knowledge Transfer

Provide documentation.

A2: Pricing Assumptions

A2.1 Work activities that do not affect service, excluding cutover support, will be performed and completed during Standard Service Hours, as defined in Section 3: Standard Service Hours.

These services will be delivered remotely, unless otherwise mutually agreed to by Avaya and Customer. **Note:** If Avaya determines that certain resource tasks must be performed onsite, they will be limited to the first day of business support. Services performed by an Avaya technician and/or end-user training may also be delivered onsite.

Travel and living expenses will be invoiced to Customer in accordance with the Avaya travel policy (if applicable and service is requested).

Avaya
Statement of Work for:

El Dorado County
Location: 7455 Silva Valley Parkway
El Dorado Hills CA

EL DORADO COUNTY		Avaya Inc.	
Contact Name:	Tom Straling	Contact Name:	Scott Colosimo
Reach Number:	530-621-5435	Reach Number:	408-456-4929
Address:	360 Fair Lane	Address:	1033 McCarthy Blvd. Building 2
City:	Placerville	City:	Milpitas
State/Province/Department:	CA	State/Province/Department:	CA
ZIP/Postal Code:	95667	ZIP/Postal Code:	95035
Country:	United States of America	Country:	United States of America
eProject Project Code:	Switch Identifier: PV 5	Version Number:	1.0
Siebel OTN/ORS ID:		SAP Quote #:	

Customer Initials	Attachment Name
	Attachment A: Service Description Communication Manager/Messaging UCC

CUSTOMER'S SIGNATURE BELOW ACKNOWLEDGES THAT CUSTOMER HAS REVIEWED AND AGREES TO THIS STATEMENT OF WORK ("SOW"). THE EFFECTIVE DATE ("EFFECTIVE DATE") IS THE DATE ON WHICH AVAYA SIGNS THIS SOW.

EL DORADO COUNTY	Avaya Inc.
X _____	X _____
Printed Name	Printed Name
Chairman, Board of Supervisors	
Title	Title
Date	Date

Avaya - Proprietary & Confidential.
Use pursuant to the terms of your signed agreement or Avaya policy.

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

Contract Administrator:

By: _____ Date: 3/23/07
Tom Straling
Technology Officer I
Information Technologies

Department Head:

By: _____ Date: 4/3/07
Jacqueline Nilius
Director
Information Technologies

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Statement of Work
for
EL DORADO COUNTY

Section 1: Contract Reference

This Statement of Work ("SOW") is governed by the agreement ("Agreement") between Avaya and EL DORADO COUNTY ("Customer"). In the event of a conflict between this SOW and the terms of the Agreement, the Agreement will control.

Section 2: Project Overview

Avaya will provide the services ("Services") and/or deliverables ("Deliverables") contained in the attached service description(s) ("Service Description") at the designated price.

Scope of work - Add a new TN771DP facility test board to the Definity G3si. This work is a prerequisite and required to properly link and network back to the converged platform which will be at Fair Lane. Avaya installation, provisioning and project management is included.

Services and/or Deliverables will be provided to:

End User Name:	EL DORADO COUNTY
Physical Address	
Address:	7455 Silva Valley Parkway
City:	El Dorado Hills
State/Province/Department:	CA
ZIP/Postal Code:	95762
Country:	United States of America
Sold To:	0003146935

Changes to this SOW must be agreed to in writing and signed by both parties. Changes may result in additional charges.

Section 3: Standard Service Hours

Unless otherwise specified in the Project Overview or Services and Deliverables, pricing is based on the assumption that Service affecting work will be performed after 5:00 PM local site time, Monday-Friday, excluding Avaya-designated holidays ("Standard Service Hours"). Non service affecting work can be completed and performed during normal business hours. Work performed outside Standard Service Hours may be subject to overtime charges at the following rates:

Overtime (1.5 times)	Premium Overtime (2.0 times)
Evenings, Monday-Friday 5:00 PM-8:00 AM	Saturday 12:00 AM (midnight)–Monday 8:00 AM
Saturday, 8:00 AM–12:00 AM (midnight)	Avaya-designated holidays

Section 4: General Customer Responsibilities

Customer responsibilities include the following:

- Designate single point of contact (SPOC) for Avaya. Individual will have thorough understanding of business requirements and technical environment, and will be authorized to make binding decisions in Customer's behalf.
- Obtain all necessary permits and/or licenses required prior to installation of equipment (if applicable). These costs are not included in this SOW unless expressly stated in Section 5 (Project Pricing).
- Accept receipt of all equipment; retain shipping documentation; inventory shipments by box count; and report any obvious external damages.

- Provide secured site for storage and installation of equipment, including all necessary electrical, wiring, grounding and HVAC. Provide floor plans for equipment-room configuration and related locations, if applicable.
- Work with Avaya to establish trouble-reporting procedures and logistics for use in connection with Avaya's cutover support, if applicable.
- If requested by Avaya, sign and return an acceptance certificate or other document evidencing acceptance.

Costs incurred by Avaya due to non-performance by Customer or Customer's vendor(s) may result in additional charges, which Avaya will identify in writing for Customer.

- Additional responsibilities may appear in Section 3 (Offer-Specific Customer Responsibilities) of the attachment(s).

Section 5: Project Pricing

This pricing is valid until 2007-03-15. If Effective Date is after this date, prices may be adjusted to reflect Avaya's current rates.

Pricing Breakdown for EL DORADO COUNTY

Price Breakdown for El Dorado County

Description	Material Code	List Price
NIC Engineering Support	117920	$186.21
Communications Mgr. Model	186417	$0.00
	Totals	**$186.21**

Attachment A: Definity/Communication Manager

A1: Services and Deliverables

A1.1 Solution Preparation

A1.1.1 Solution Preparation

Avaya will conduct a pre-implementation design conference call including, but not limited to, the following topics:

- Preparing for cutover
- Completing site survey
- Configuring base server
- Setting up PBX integration
- Providing configuration note to Customer

A1.2 Solution Design and Development

A1.2.1 Solution Design and Development

Avaya will perform the following tasks onsite, unless otherwise indicated.

- Remove existing TN722 ISDN T.1 circuit boards
- Replace with new TN464 ISDN-PRI T.1 circuit boards
- Install and program the TN 771D Facility Test Board
- Deliver and program the Enhanced Features license file remotely

A1.2.2 Trunking Translations

Avaya will provide the basic system translations for trunking and network connectivity.

A1.3 Solution Deployment

A1.3.1 Trunk Installation

Avaya will:

- Retest connectivity to Customer's network services.
- Perform loop-back test from server DS-1's (integrated CSUs only) to facilities demarcation point, if applicable.
- Inform Customer of loop-back test results, if applicable.
- Test connectivity to Customer's network services.

A1.4 Knowledge Transfer

Provide documentation.

A2: Pricing Assumptions

A2.1 Work activities that do not affect service, excluding cutover support, will be performed and completed during Standard Service Hours, as defined in Section 3: Standard Service Hours.

These services will be delivered remotely, unless otherwise mutually agreed to by Avaya and Customer. **Note:** If Avaya determines that certain resource tasks must be performed onsite, they will be limited to the first day of business support. Services performed by an Avaya technician and/or end-user training may also be delivered onsite.

Travel and living expenses will be invoiced to Customer in accordance with the Avaya travel policy (if applicable and service is requested).

Avaya
Statement of Work for:

El Dorado County
3057 Briw Road
Placerville CA

EL DORADO COUNTY		**Avaya Inc.**	
Contact Name:	Tom Straling	Contact Name:	Scott Colosimo
Reach Number:	530-621-5435	Reach Number:	408-456-4929
Address:	360 Fair Lane	Address:	1033 McCarthy Blvd. Building 2
City:	Placerville	City:	Milpitas
State/Province/Department:	CA	State/Province/Department:	CA
ZIP/Postal Code:	95667	ZIP/Postal Code:	95035
Country:	United States of America	Country:	United States of America
eProject Project Code:	Switch Identifier: PV 6	Version Number:	1.0
Siebel OTN/ORS ID:		SAP Quote #:	

Customer Initials	Attachment Name
	Attachment A: Service Description Communication Manager/Messaging UCC

CUSTOMER'S SIGNATURE BELOW ACKNOWLEDGES THAT CUSTOMER HAS REVIEWED AND AGREES TO THIS STATEMENT OF WORK ("SOW"). THE EFFECTIVE DATE ("EFFECTIVE DATE") IS THE DATE ON WHICH AVAYA SIGNS THIS SOW.

EL DORADO COUNTY	Avaya Inc.
X _____	X _____
Printed Name	Printed Name
Chairman, Board of Supervisors	
Title	Title
Date	Date

Avaya - Proprietary & Confidential.
Use pursuant to the terms of your signed agreement or Avaya policy.

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

Contract Administrator:

By: _____ Date: 3/23/07
Tom Straling
Technology Officer I
Information Technologies

Department Head:

By: Jacqueline Nilius Date: 4/3/07
Jacqueline Nilius
Director
Information Technologies

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Statement of Work
for
EL DORADO COUNTY

Section 1: Contract Reference

This Statement of Work ("SOW") is governed by the agreement ("Agreement") between Avaya and EL DORADO COUNTY ("Customer"). In the event of a conflict between this SOW and the terms of the Agreement, the Agreement will control.

Section 2: Project Overview

Avaya will provide the services ("Services") and/or deliverables ("Deliverables") contained in the attached service description(s) ("Service Description") at the designated price.

Scope of work - Replace the existing legacy quantity (2) TN722 T.1 boards inside the G3si and replace them with (2) TN464 ISDN PRI T.1 boards, add a new TN771DP facility test board and activate the Enhanced Features licenses on the Definity system itself. This work is a prerequisite and required to properly link and network back to the converged platform which will be at Fair Lane. Avaya installation, provisioning and project management is included.

Services and/or Deliverables will be provided to:

End User Name:	EL DORADO COUNTY
Physical Address	
Address:	3057 Briw Road
City:	Placerville,
State/Province/Department:	CA
ZIP/Postal Code:	95667
Country:	United States of America
Sold To:	0003147012

Changes to this SOW must be agreed to in writing and signed by both parties. Changes may result in additional charges.

Section 3: Standard Service Hours

Unless otherwise specified in the Project Overview or Services and Deliverables, pricing is based on the assumption that Service affecting work will be performed after 5:00 PM local site time, Monday-Friday, excluding Avaya-designated holidays ("Standard Service Hours"). Non service affecting work can be completed and performed during normal business hours. Work performed outside Standard Service Hours may be subject to overtime charges at the following rates:

Overtime (1.5 times)	Premium Overtime (2.0 times)
Evenings, Monday-Friday 5:00 PM-8:00 AM	Saturday 12:00 AM (midnight)–Monday 8:00 AM
Saturday, 8:00 AM–12:00 AM (midnight)	Avaya-designated holidays

Section 4: General Customer Responsibilities

Customer responsibilities include the following:

- Designate single point of contact (SPOC) for Avaya. Individual will have thorough understanding of business requirements and technical environment, and will be authorized to make binding decisions in Customer's behalf.
- Obtain all necessary permits and/or licenses required prior to installation of equipment (if applicable). These costs are not included in this SOW unless expressly stated in Section 5 (Project Pricing).

- Accept receipt of all equipment; retain shipping documentation; inventory shipments by box count; and report any obvious external damages.
- Provide secured site for storage and installation of equipment, including all necessary electrical, wiring, grounding and HVAC. Provide floor plans for equipment-room configuration and related locations, if applicable.
- Work with Avaya to establish trouble-reporting procedures and logistics for use in connection with Avaya's cutover support, if applicable.
- If requested by Avaya, sign and return an acceptance certificate or other document evidencing acceptance.

Costs incurred by Avaya due to non-performance by Customer or Customer's vendor(s) may result in additional charges, which Avaya will identify in writing for Customer.

- Additional responsibilities may appear in Section 3 (Offer-Specific Customer Responsibilities) of the attachment(s).

Section 5: Project Pricing

This pricing is valid until 2007-03-15. If Effective Date is after this date, prices may be adjusted to reflect Avaya's current rates.

Pricing Breakdown for EL DORADO COUNTY

Price Breakdown for El Dorado County		
Description	**Material Code**	**List Price**
NIC Engineering Support	117920	$4,250.00
Communications Mgr. Model	186417	$0.00
	Totals	**$4,250.00**

Attachment A: Definity/Communication Manager

A1: Services and Deliverables

A1.1 Solution Preparation

A1.1.1 Solution Preparation

Avaya will conduct a pre-implementation design conference call including, but not limited to, the following topics:

- Preparing for cutover
- Completing site survey
- Configuring base server
- Setting up PBX integration
- Providing configuration note to Customer

A1.2 Solution Design and Development

A1.2.1 Solution Design and Development

Avaya will perform the following tasks onsite, unless otherwise indicated.

- Remove existing TN722 ISDN T.1 circuit boards
- Replace with new TN464 ISDN-PRI T.1 circuit boards
- Install and program the TN 771D Facility Test Board
- Deliver and program the Enhanced Features license file remotely

A1.2.2 Trunking Translations

Avaya will provide the basic system translations for trunking and network connectivity.

A1.3 Solution Deployment

A1.3.1 Trunk Installation

Avaya will:

- Retest connectivity to Customer's network services.
- Perform loop-back test from server DS-1's (integrated CSUs only) to facilities demarcation point, if applicable.
- Inform Customer of loop-back test results, if applicable.
- Test connectivity to Customer's network services.

A1.4 Knowledge Transfer

Provide documentation.

A2: Pricing Assumptions

A2.1 Work activities that do not affect service, excluding cutover support, will be performed and completed during Standard Service Hours, as defined in Section 3: Standard Service Hours.

These services will be delivered remotely, unless otherwise mutually agreed to by Avaya and Customer. **Note:** If Avaya determines that certain resource tasks must be performed onsite, they will be limited to the first day of business support. Services performed by an Avaya technician and/or end-user training may also be delivered onsite.

Travel and living expenses will be invoiced to Customer in accordance with the Avaya travel policy (if applicable and service is requested).

Avaya
Statement of Work for:

El Dorado County
1360 Johnson Blvd
South Lake Tahoe CA

EL DORADO COUNTY		Avaya Inc.	
Contact Name:	Tom Straling	Contact Name:	Scott Colosimo
Reach Number:	530-621-5435	Reach Number:	408-456-4929
Address:	360 Fair Lane	Address:	1033 McCarthy Blvd. Building 2
City:	Placerville	City:	Milpitas
State/Province/Department:	CA	State/Province/Department:	CA
ZIP/Postal Code:	95667	ZIP/Postal Code:	95035
Country:	United States of America	Country:	United States of America
eProject Project Code:	Switch Identifier: ST1	Version Number:	1.0
Siebel OTN/ORS ID:		SAP Quote #:	

Customer Initials	Attachment Name
	Attachment A: Service Description Communication Manager/Messaging UCC

CUSTOMER'S SIGNATURE BELOW ACKNOWLEDGES THAT CUSTOMER HAS REVIEWED AND AGREES TO THIS STATEMENT OF WORK ("SOW"). THE EFFECTIVE DATE ("EFFECTIVE DATE") IS THE DATE ON WHICH AVAYA SIGNS THIS SOW.

EL DORADO COUNTY	Avaya Inc.
X _____	X _____
Printed Name	Printed Name
Chairman, Board of Supervisors	
Title	Title
Date	Date

Avaya - Proprietary & Confidential.
Use pursuant to the terms of your signed agreement or Avaya policy.

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

Contract Administrator:

By: _____ Date: 3/23/07
Tom Straling
Technology Officer
Information Technologies

Department Head:

By: _____ Date: 4/3/07
Jacqueline Nilius
Director
Information Technologies

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Statement of Work
for
EL DORADO COUNTY

Section 1: Contract Reference

This Statement of Work ("SOW") is governed by the agreement ("Agreement") between Avaya and EL DORADO COUNTY ("Customer"). In the event of a conflict between this SOW and the terms of the Agreement, the Agreement will control.

Section 2: Project Overview

Avaya will provide the services ("Services") and/or deliverables ("Deliverables") contained in the attached service description(s) ("Service Description") at the designated price.

Scope of work - Replace the existing legacy quantity (3) TN722 T.1 boards inside the G3si and replace them with (3) TN464 ISDN PRI T.1 boards, add a new TN771DP facility test board and activate the Enhanced Features licenses on the Definity system itself. This work is a prerequisite and required to properly link and network back to the converged platform which will be at Fair Lane. Avaya installation, provisioning and project management is included.

Services and/or Deliverables will be provided to:

End User Name:	EL DORADO COUNTY
Physical Address	
Address:	1360 Johnson Blvd.
City:	South Lake Tahoe
State/Province/Department:	CA
ZIP/Postal Code:	96150
Country:	United States of America
Sold To:	0003146968

Changes to this SOW must be agreed to in writing and signed by both parties. Changes may result in additional charges.

Section 3: Standard Service Hours

Unless otherwise specified in the Project Overview or Services and Deliverables, pricing is based on the assumption that Service affecting work will be performed after 5:00 PM local site time, Monday-Friday, excluding Avaya-designated holidays ("Standard Service Hours"). Non service affecting work can be completed and performed during normal business hours. Work performed outside Standard Service Hours may be subject to overtime charges at the following rates:

Overtime (1.5 times)	Premium Overtime (2.0 times)
Evenings, Monday-Friday 5:00 PM-8:00 AM	Saturday 12:00 AM (midnight)–Monday 8:00 AM
Saturday, 8:00 AM–12:00 AM (midnight)	Avaya-designated holidays

Section 4: General Customer Responsibilities

Customer responsibilities include the following:

- Designate single point of contact (SPOC) for Avaya. Individual will have thorough understanding of business requirements and technical environment, and will be authorized to make binding decisions in Customer's behalf.
- Obtain all necessary permits and/or licenses required prior to installation of equipment (if applicable). These costs are not included in this SOW unless expressly stated in Section 5 (Project Pricing).

- Accept receipt of all equipment; retain shipping documentation; inventory shipments by box count; and report any obvious external damages.
- Provide secured site for storage and installation of equipment, including all necessary electrical, wiring, grounding and HVAC. Provide floor plans for equipment-room configuration and related locations, if applicable.
- Work with Avaya to establish trouble-reporting procedures and logistics for use in connection with Avaya's cutover support, if applicable.
- If requested by Avaya, sign and return an acceptance certificate or other document evidencing acceptance.

Costs incurred by Avaya due to non-performance by Customer or Customer's vendor(s) may result in additional charges, which Avaya will identify in writing for Customer.

- Additional responsibilities may appear in Section 3 (Offer-Specific Customer Responsibilities) of the attachment(s).

Section 5: Project Pricing

This pricing is valid until 2007-03-15. If Effective Date is after this date, prices may be adjusted to reflect Avaya's current rates.

Pricing Breakdown for EL DORADO COUNTY

Price Breakdown for El Dorado County

Description	Material Code	List Price
NIC Engineering Support	117920	$6,375.00
Communications Mgr. Model	186417	$0.00
	Totals	**$6,375.00**

Attachment A: Definity/Communication Manager

A1: Services and Deliverables

A1.1 Solution Preparation

A1.1.1 Solution Preparation

Avaya will conduct a pre-implementation design conference call including, but not limited to, the following topics:

- Preparing for cutover
- Completing site survey
- Configuring base server
- Setting up PBX integration
- Providing configuration note to Customer

A1.2 Solution Design and Development

A1.2.1 Solution Design and Development

Avaya will perform the following tasks onsite, unless otherwise indicated.

- Remove existing TN722 ISDN T.1 circuit boards
- Replace with new TN464 ISDN-PRI T.1 circuit boards
- Install and program the TN 771D Facility Test Board
- Deliver and program the Enhanced Features license file remotely

A1.2.2 Trunking Translations

Avaya will provide the basic system translations for trunking and network connectivity.

A1.3 Solution Deployment

A1.3.1 Trunk Installation

Avaya will:

- Retest connectivity to Customer's network services.
- Perform loop-back test from server DS-1's (integrated CSUs only) to facilities demarcation point, if applicable.
- Inform Customer of loop-back test results, if applicable.
- Test connectivity to Customer's network services.

A1.4 Knowledge Transfer

Provide documentation.

A2: Pricing Assumptions

A2.1 Work activities that do not affect service, excluding cutover support, will be performed and completed during Standard Service Hours, as defined in Section 3: Standard Service Hours.

These services will be delivered remotely, unless otherwise mutually agreed to by Avaya and Customer. **Note:** If Avaya determines that certain resource tasks must be performed onsite, they will be limited to the first day of business support. Services performed by an Avaya technician and/or end-user training may also be delivered onsite.

Travel and living expenses will be invoiced to Customer in accordance with the Avaya travel policy (if applicable and service is requested).

Avaya
Statement of Work for:

El Dorado County
971 Silver Dollar
South Lake Tahoe CA

EL DORADO COUNTY		Avaya Inc.	
Contact Name:	Tom Straling	Contact Name:	Scott Colosimo
Reach Number:	530-621-5435	Reach Number:	408-456-4929
Address:	360 Fair Lane	Address:	1033 McCarthy Blvd. Building 2
City:	Placerville	City:	Milpitas
State/Province/Department:	CA	State/Province/Department:	CA
ZIP/Postal Code:	95667	ZIP/Postal Code:	95035
Country:	United States of America	Country:	United States of America
eProject Project Code:	Switch Identifier: ST2	Version Number:	1.0
Siebel OTN/ORS ID:		SAP Quote #:	

Customer Initials	Attachment Name
	Attachment A: Service Description Communication Manager/Messaging UCC

CUSTOMER'S SIGNATURE BELOW ACKNOWLEDGES THAT CUSTOMER HAS REVIEWED AND AGREES TO THIS STATEMENT OF WORK ("SOW"). THE EFFECTIVE DATE ("EFFECTIVE DATE") IS THE DATE ON WHICH AVAYA SIGNS THIS SOW.

EL DORADO COUNTY	Avaya Inc.
X _____	X _____
Printed Name	Printed Name
Chairman, Board of Supervisors	
Title	Title
Date	Date

Avaya - Proprietary & Confidential.
Use pursuant to the terms of your signed agreement or Avaya policy.

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

Contract Administrator:

By: _____ Date: 3/23/07
Tom Straling
Technology Officer I
Information Technologies

Department Head:

By: Jacqueline Nilius Date: 4/3/07
Jacqueline Nilius
Director
Information Technologies

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Statement of Work
for
EL DORADO COUNTY

Section 1: Contract Reference

This Statement of Work ("SOW") is governed by the agreement ("Agreement") between Avaya and EL DORADO COUNTY ("Customer"). In the event of a conflict between this SOW and the terms of the Agreement, the Agreement will control.

Section 2: Project Overview

Avaya will provide the services ("Services") and/or deliverables ("Deliverables") contained in the attached service description(s) ("Service Description") at the designated price.

Scope of work - Replace the existing legacy quantity (1) TN722 T.1 board inside the G3si and replace them with (1) TN464 ISDN PRI T.1 boards, add a new TN771DP facility test board and activate the Enhanced Features licenses on the Definity system itself. This work is a prerequisite and required to properly link and network back to the converged platform which will be at Fair Lane. Avaya installation, provisioning and project management is included.

Services and/or Deliverables will be provided to:

End User Name:	EL DORADO COUNTY
Physical Address	
Address:	971 Silver Dollar Ave.
City:	South Lake Tahoe
State/Province/Department:	CA
ZIP/Postal Code:	96150
Country:	United States of America
Sold To:	0003146980

Changes to this SOW must be agreed to in writing and signed by both parties. Changes may result in additional charges.

Section 3: Standard Service Hours

Unless otherwise specified in the Project Overview or Services and Deliverables, pricing is based on the assumption that Service affecting work will be performed after 5:00 PM local site time, Monday-Friday, excluding Avaya-designated holidays ("Standard Service Hours"). Non service affecting work can be completed and performed during normal business hours. Work performed outside Standard Service Hours may be subject to overtime charges at the following rates:

Overtime (1.5 times)	Premium Overtime (2.0 times)
Evenings, Monday-Friday 5:00 PM-8:00 AM	Saturday 12:00 AM (midnight)–Monday 8:00 AM
Saturday, 8:00 AM–12:00 AM (midnight)	Avaya-designated holidays

Section 4: General Customer Responsibilities

Customer responsibilities include the following:

- Designate single point of contact (SPOC) for Avaya. Individual will have thorough understanding of business requirements and technical environment, and will be authorized to make binding decisions in Customer's behalf.
- Obtain all necessary permits and/or licenses required prior to installation of equipment (if applicable). These costs are not included in this SOW unless expressly stated in Section 5 (Project Pricing).

- Accept receipt of all equipment; retain shipping documentation; inventory shipments by box count; and report any obvious external damages.
- Provide secured site for storage and installation of equipment, including all necessary electrical, wiring, grounding and HVAC. Provide floor plans for equipment-room configuration and related locations, if applicable.
- Work with Avaya to establish trouble-reporting procedures and logistics for use in connection with Avaya's cutover support, if applicable.
- If requested by Avaya, sign and return an acceptance certificate or other document evidencing acceptance.

Costs incurred by Avaya due to non-performance by Customer or Customer's vendor(s) may result in additional charges, which Avaya will identify in writing for Customer.

- Additional responsibilities may appear in Section 3 (Offer-Specific Customer Responsibilities) of the attachment(s).

Section 5: Project Pricing

This pricing is valid until 2007-03-15. If Effective Date is after this date, prices may be adjusted to reflect Avaya's current rates.

Pricing Breakdown for EL DORADO COUNTY

Price Breakdown for El Dorado County		
Description	**Material Code**	**List Price**
NIC Engineering Support	117920	$2,125.00
Communications Mgr. Model	186417	$0.00
	Totals	**$2,125.00**

Attachment A: Definity/Communication Manager

A1: Services and Deliverables

A1.1 Solution Preparation

A1.1.1 Solution Preparation

Avaya will conduct a pre-implementation design conference call including, but not limited to, the following topics:

- Preparing for cutover
- Completing site survey
- Configuring base server
- Setting up PBX integration
- Providing configuration note to Customer

A1.2 Solution Design and Development

A1.2.1 Solution Design and Development

Avaya will perform the following tasks onsite, unless otherwise indicated.

- Remove existing TN722 ISDN T.1 circuit boards
- Replace with new TN464 ISDN-PRI T.1 circuit boards
- Install and program the TN 771D Facility Test Board
- Deliver and program the Enhanced Features license file remotely

A1.2.2 Trunking Translations

Avaya will provide the basic system translations for trunking and network connectivity.

A1.3 Solution Deployment

A1.3.1 Trunk Installation

Avaya will:

- Retest connectivity to Customer's network services.
- Perform loop-back test from server DS-1's (integrated CSUs only) to facilities demarcation point, if applicable.
- Inform Customer of loop-back test results, if applicable.
- Test connectivity to Customer's network services.

A1.4 Knowledge Transfer

Provide documentation.

A2: Pricing Assumptions

A2.1 Work activities that do not affect service, excluding cutover support, will be performed and completed during Standard Service Hours, as defined in Section 3: Standard Service Hours.

These services will be delivered remotely, unless otherwise mutually agreed to by Avaya and Customer. **Note:** If Avaya determines that certain resource tasks must be performed onsite, they will be limited to the first day of business support. Services performed by an Avaya technician and/or end-user training may also be delivered onsite.

Travel and living expenses will be invoiced to Customer in accordance with the Avaya travel policy (if applicable and service is requested).

Avaya
Statement of Work for:

El Dorado County
3368 Lake Tahoe Blvd
South Lake Tahoe CA

EL DORADO COUNTY		Avaya Inc.	
Contact Name:	Tom Straling	Contact Name:	Scott Colosimo
Reach Number:	530-621-5435	Reach Number:	408-456-4929
Address:	360 Fair Lane	Address:	1033 McCarthy Blvd. Building 2
City:	Placerville	City:	Milpitas
State/Province/Department:	CA	State/Province/Department:	CA
ZIP/Postal Code:	95667	ZIP/Postal Code:	95035
Country:	United States of America	Country:	United States of America
eProject Project Code:	Switch Identifier: ST3	Version Number:	1.0
Siebel OTN/ORS ID:		SAP Quote #:	

Customer Initials	Attachment Name
	Attachment A: Service Description Communication Manager/Messaging UCC

CUSTOMER'S SIGNATURE BELOW ACKNOWLEDGES THAT CUSTOMER HAS REVIEWED AND AGREES TO THIS STATEMENT OF WORK ("SOW"). THE EFFECTIVE DATE ("EFFECTIVE DATE") IS THE DATE ON WHICH AVAYA SIGNS THIS SOW.

EL DORADO COUNTY	Avaya Inc.
X _____	X _____
Printed Name	Printed Name
Chairman, Board of Supervisors	
Title	Title
Date	Date

Avaya - Proprietary & Confidential.
Use pursuant to the terms of your signed agreement or Avaya policy.

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

Contract Administrator:

By: _____ Date: 3/23/07
Tom Straling
Technology Officer I
Information Technologies

Department Head:

By: _____ Date: 4/3/07
Jacqueline Nilius
Director
Information Technologies

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A1.4 Knowledge Transfer 6
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Statement of Work
for
EL DORADO COUNTY

Section 1: Contract Reference

This Statement of Work ("SOW") is governed by the agreement ("Agreement") between Avaya and EL DORADO COUNTY ("Customer"). In the event of a conflict between this SOW and the terms of the Agreement, the Agreement will control.

Section 2: Project Overview

Avaya will provide the services ("Services") and/or deliverables ("Deliverables") contained in the attached service description(s) ("Service Description") at the designated price.

Scope of work - Replace the existing legacy quantity (1) TN722 T.1 board inside the G3si and replace them with (1) TN464 ISDN PRI T.1 boards, add a new TN771DP facility test board and activate the Enhanced Features licenses on the Definity system itself. This work is a prerequisite and required to properly link and network back to the converged platform which will be at Fair Lane. Avaya installation, provisioning and project management is included.

Services and/or Deliverables will be provided to:

End User Name:	EL DORADO COUNTY
Physical Address	
Address:	3368 Lake Tahoe Blvd.
City:	South Lake Tahoe
State/Province/Department:	CA
ZIP/Postal Code:	96150
Country:	United States of America
Sold To:	0003147000

Changes to this SOW must be agreed to in writing and signed by both parties. Changes may result in additional charges.

Section 3: Standard Service Hours

Unless otherwise specified in the Project Overview or Services and Deliverables, pricing is based on the assumption that Service affecting work will be performed after 5:00 PM local site time, Monday-Friday, excluding Avaya-designated holidays ("Standard Service Hours"). Non service affecting work can be completed and performed during normal business hours. Work performed outside Standard Service Hours may be subject to overtime charges at the following rates:

Overtime (1.5 times)	Premium Overtime (2.0 times)
Evenings, Monday-Friday 5:00 PM-8:00 AM	Saturday 12:00 AM (midnight)–Monday 8:00 AM
Saturday, 8:00 AM–12:00 AM (midnight)	Avaya-designated holidays

Section 4: General Customer Responsibilities

Customer responsibilities include the following:

- Designate single point of contact (SPOC) for Avaya. Individual will have thorough understanding of business requirements and technical environment, and will be authorized to make binding decisions in Customer's behalf.
- Obtain all necessary permits and/or licenses required prior to installation of equipment (if applicable). These costs are not included in this SOW unless expressly stated in Section 5 (Project Pricing).

- Accept receipt of all equipment; retain shipping documentation; inventory shipments by box count; and report any obvious external damages.
- Provide secured site for storage and installation of equipment, including all necessary electrical, wiring, grounding and HVAC. Provide floor plans for equipment-room configuration and related locations, if applicable.
- Work with Avaya to establish trouble-reporting procedures and logistics for use in connection with Avaya's cutover support, if applicable.
- If requested by Avaya, sign and return an acceptance certificate or other document evidencing acceptance.

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- Additional responsibilities may appear in Section 3 (Offer-Specific Customer Responsibilities) of the attachment(s).

Section 5: Project Pricing

This pricing is valid until 2007-03-15. If Effective Date is after this date, prices may be adjusted to reflect Avaya's current rates.

Pricing Breakdown for EL DORADO COUNTY

Price Breakdown for El Dorado County

Description	Material Code	List Price
NIC Engineering Support	117920	$2,125.00
Communications Mgr. Model	186417	$0.00
	Totals	**$2,125.00**

Attachment A: Definity/Communication Manager

A1: Services and Deliverables

A1.1 Solution Preparation

A1.1.1 Solution Preparation

Avaya will conduct a pre-implementation design conference call including, but not limited to, the following topics:

- Preparing for cutover
- Completing site survey
- Configuring base server
- Setting up PBX integration
- Providing configuration note to Customer

A1.2 Solution Design and Development

A1.2.1 Solution Design and Development

Avaya will perform the following tasks onsite, unless otherwise indicated.

- Remove existing TN722 ISDN T.1 circuit boards
- Replace with new TN464 ISDN-PRI T.1 circuit boards
- Install and program the TN 771D Facility Test Board
- Deliver and program the Enhanced Features license file remotely

A1.2.2 Trunking Translations

Avaya will provide the basic system translations for trunking and network connectivity.

A1.3 Solution Deployment

A1.3.1 Trunk Installation

Avaya will:

- Retest connectivity to Customer's network services.
- Perform loop-back test from server DS-1's (integrated CSUs only) to facilities demarcation point, if applicable.
- Inform Customer of loop-back test results, if applicable.
- Test connectivity to Customer's network services.

A1.4 Knowledge Transfer

Provide documentation.

A2: Pricing Assumptions

A2.1 Work activities that do not affect service, excluding cutover support, will be performed and completed during Standard Service Hours, as defined in Section 3: Standard Service Hours.

These services will be delivered remotely, unless otherwise mutually agreed to by Avaya and Customer. **Note:** If Avaya determines that certain resource tasks must be performed onsite, they will be limited to the first day of business support. Services performed by an Avaya technician and/or end-user training may also be delivered onsite.

Travel and living expenses will be invoiced to Customer in accordance with the Avaya travel policy (if applicable and service is requested).

Avaya Holidays

- New Years
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving and day after
- Christmas

Avaya Billing Rates for Additional Services

Overtime: $141.00

Premium Overtime: $188.00