



Manistee County Board of Commissioners

Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

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Jill Nowak
(231) 723-3331

CONTROLLER/ADMINISTRATOR

Thomas Kaminski
(231)398-3504

TECHNOLOGY/INFORMATION COMMITTEE

Wednesday, May 4, 2016
11:00 A.M.

Manistee County Courthouse
Board of Commissioners Meeting Room

AGENDA

- 1) Courthouse Wi-Fi (APPENDIX A)
- 2) Review bids to replace AT & T phone service (APPENDIX B)
- 3) Review 2016-2017 Budget Technology Items (APPENDIX C)
- 4) Discuss upgraded connection for 395 and 385 Third Street buildings
- 5) Other Items from Committee Members
- 6) Adjournment

Visit: www.manisteecountymi.gov
to view calendar of events and meeting minutes (under Board of Commissioners)

Julie Schmeling

From: Gordon L. McLellan
Sent: Friday, April 29, 2016 1:16 PM
To: Courthouse DDG
Subject: WiFi network security

Good Afternoon Everyone:

In effort to improve the security and reliability of the County's IT infrastructure, I am recommending a change in usage of WiFi at the Courthouse.

The Courthouse offers two WiFi networks, MCPPRIVATE and MCPUBLIC. The public network is intended for general Internet access and is available only during business hours. The private network is intended for County business only, this network has access to secure servers, such as those used in law enforcement and court operations.

I am recommending the following:

Anyone using a personal cell phone, tablet, laptop or other device at the courthouse should connect to the MCPUBLIC network, and not the MCPPRIVATE network. The public network has no password, is not encrypted and should be considered insecure. Do not use this network to conduct any County business, with the exception of Microsoft Exchange email, which is separately encrypted.

Anyone using a County-owned phone, tablet, laptop or other device should connect to the MCPPRIVATE network. This network is encrypted and secure, and is OK to use for County business. Please contact me or Julie Schmeling for the password if you need it. Please do not share the password with non-County personnel. Beginning in May, I will be changing the password every month.

If you have a personal device that is being used to conduct County business, please contact me for advice on how to proceed.

Thank you for taking the time to read this memo, please let me know if there are any questions.

Have a good weekend!
Gordon



APPENDIX B

1000 Oakbrook Drive
Suite 200
Ann Arbor, Michigan 48104

Phone: 734-527-5700
Fax: 734-527-5790
www.merit.edu

MeritVoice for Manistee County Government

Merit Network and TelNet Worldwide are pleased to provide this proposal in response to your request for MeritVoice.

Merit is partnered with TelNet Worldwide, a leading Michigan-based telecom provider to provide MeritVoice – an innovative and cost-effective IP-based voice service optimized for Michigan's educational, research, library, government, and not-for-profit organizations.

Manistee County Government will benefit from the MeritVoice solution in these key areas:

- Service Quality
 - Merit-TelNet Worldwide Backbone Interconnection
 - Merit End-to-end Provisioning
 - Merit Monitoring and Management of VoIP traffic
- Lower Phone Costs
 - Merit reliable voice over IP (VoIP) solution

The page that follows provides more detail on the MeritVoice solution and the benefits listed above.

I will follow up soon to review the proposal and answer any questions you may have. If you have questions, please give me a call at (734) 527-5785 or send e-mail to sales@merit.edu. For more information about Merit, please visit our web page at <http://www.merit.edu>. Thank you for your continued interest and support of Merit Network, Inc.

Sincerely,

James B. Moran
Merit Services Manager

Telephone service from Merit

merit

Service Quality

The MeritVoice solution is focused on delivering low-latency, high-performance IP networking in support of the VoIP services. The Merit-TelNet Worldwide backbone interconnection, Merit's managed service to Manistee County Government and the Merit Support Center (MSC) are the key advantages in high-quality MeritVoice service delivery.

Merit- TelNet Worldwide Backbone Interconnection

TelNet Worldwide and Merit have interconnected their networks so that VoIP services to Members transit only our networks and do not go onto the public Internet as with other VoIP offerings.

This allows not only for complete end-to-end monitoring and support of this service (described below) but also for provisioning of Quality of Service (QoS) across the entire path for assured call quality.

Merit End-to-end Provisioning

Merit will provide a separate ethernet interface and subnet on the Merit-managed device at Manistee County Government dedicated to MeritVoice services as detailed in the proposal.

There are no additional charges for the provisioning described here; Merit will provide this as part of the existing network services to Manistee County Government.

Separating VoIP traffic from other data traffic used by Manistee County Government as we do in MeritVoice enhances both VoIP security and call quality (via QoS). We recommend that Manistee County Government provision its LAN to separate the VoIP network virtually or physically from other traffic.

Merit Monitoring and Management

The Merit-provisioned VoIP-dedicated network interface at Manistee County Government combined with the Merit - TelNet Worldwide backbone interconnect provides a complete, Merit-managed path for delivery of the VoIP services. Merit monitoring tools continually assess the status of the IP connectivity underlying the VoIP service.

Using these tools, the 24/7 Merit Support Center, already familiar to Manistee County Government, will support the VoIP IP connectivity just as they do your data services.

Merit contracts with TelNet Worldwide to provide help desk support for voice services, and trouble reporting on voice issues should start with the TelNet Worldwide Help Desk. If underlying network issues are suspected, TelNet Worldwide will work directly with the Merit Support Center on these issues. Manistee County Government can also contact the Merit Support Center directly.

Lower Phone Costs

As a result of the Merit-TelNet Worldwide backbone Interconnect MeritVoice delivers a secure converged communications solution, integrating voice and data over your IP network. This is a reliable voice over IP solution that can lower Manistee County Government phone costs.

TELNET SERVICE AGREEMENT (SA)

Manistee County Government

415 3RD ST. MANISTEE MI 49660

OfficeEdge Essential for 36 Months (QT-20779)

| Description | Quantity | Unit Price | Monthly | | Non Recurring | |
|---|----------|------------|-----------------|------------|-----------------|--|
| | | | Total | Unit Price | Total | |
| 0.0 Mbps Internet Bandwidth w/ CPE Peered Partner | 1 | \$0.00 | \$ 0.00 | \$ 750.00 | \$750.00 | |
| PRI Trunk Bundled | 23 | \$12.00 | \$ 276.00 | \$ 0.00 | \$0.00 | |
| DIDs | 130 | \$0.15 | \$ 19.50 | \$ 0.00 | \$0.00 | |
| Unlimited Local & IntraLATA Bundled | 23 | \$0.00 | \$ 0.00 | \$ 0.00 | \$0.00 | |
| | | | \$295.50 | | \$750.00 | |

| TOTAL SOLUTION COST: | Total Monthly | One Time |
|----------------------|-----------------|-----------------|
| | \$295.50 | \$750.00 |

| 415 3RD ST | Local | IntraLATA | Intrastate | Interstate | Toll-Free |
|----------------------|----------------|---------------|---------------|---------------|---------------|
| OfficeEdge Essential | \$0.000 / call | \$0.000 / min | \$0.029 / min | \$0.029 / min | \$0.039 / min |

Unless specified, prices do not include shipping charges, regulatory fees, applicable taxes, administrative/service fees, professional services, or other time and material charges. For additional terms and conditions go to www.telnetww.com

Traditional POTS (Plain Old Telephone Service,) Business Line Basic and Plus, and digital fax are no-term, month to month services; rates subject to change with prior notification. Digital Fax per page rates for additional pages beyond the included monthly fax plan total are: Fax Plan 500 - \$0.020/addl page, Fax Plan 1,000 - \$0.018/addl page, Fax Plan 1,500 - \$0.015/addl page, Fax Plan 2,500 - \$0.013/addl page, Fax Plan 20,000 - \$0.007/addl page.

With UC-One Mobile Client, features vary by device, settings and quality of signal. When Wi-Fi is not available or cellular usage is selected, phone plan roaming, data and voice usage charges apply. Mobile client calls may drop or lose quality when Wi-Fi or cellular signals are lost or weak. Firewall settings may also impact use. TelNet is not responsible for loss of call quality and/or dropped calls with UC-One Mobile Client.

Call Recording includes up to 1 GB of disk space consumption per user at no charge. Each additional GB of disk space consumption is charged at \$0.19/user per month (rounded up to next GB).

Please note: TelNet Worldwide is committed to protecting customers from fraud by blocking international calling. International calling service is available only when authorized by completing the TelNet International Calling Authorization Form.

CUSTOMER INITIALS: _____

TELNET SERVICE AGREEMENT (SA)

Manistee County Government

1525 E PARKDALE AVE, MANISTEE MI 49660

OfficeEdge Essential for 36 Months (QT-20780)

| Description | Quantity | Unit Price | Monthly | | Non Recurring | |
|---|----------|------------|-----------------|------------|-----------------|--|
| | | | Total | Unit Price | Total | |
| 0.0 Mbps Internet Bandwidth w/ CPE Peered Partner | 1 | \$0.00 | \$ 0.00 | \$ 750.00 | \$750.00 | |
| PRI Trunk Bundled | 23 | \$12.00 | \$ 276.00 | \$ 0.00 | \$0.00 | |
| DIDs | 10 | \$0.15 | \$ 1.50 | \$ 0.00 | \$0.00 | |
| Unlimited Local & IntraLATA Bundled | 23 | \$0.00 | \$ 0.00 | \$ 0.00 | \$0.00 | |
| | | | \$277.50 | | \$750.00 | |

| TOTAL SOLUTION COST: | Total Monthly | One Time |
|-----------------------------|----------------------|-----------------|
| | \$277.50 | \$750.00 |

| 1525 E PARKDALE AVE | Local | IntraLATA | Intrastate | Interstate | Toll-Free |
|----------------------------|----------------|------------------|-------------------|-------------------|------------------|
| OfficeEdge Essential | \$0.000 / call | \$0.000 / min | \$0.029 / min | \$0.029 / min | \$0.039 / min |

Unless specified, prices do not include shipping charges, regulatory fees, applicable taxes, administrative/service fees, professional services, or other time and material charges. For additional terms and conditions go to www.telnetww.com

Traditional POTS (Plain Old Telephone Service,) Business Line Basic and Plus, and digital fax are no-term, month to month services; rates subject to change with prior notification. Digital Fax per page rates for additional pages beyond the included monthly fax plan total are: Fax Plan 500 - \$0.020/addl page, Fax Plan 1,000 - \$0.018/addl page, Fax Plan 1,500 - \$0.015/addl page, Fax Plan 2,500 - \$0.013/addl page, Fax Plan 20,000 - \$0.007/addl page.

With UC-One Mobile Client, features vary by device, settings and quality of signal. When Wi-Fi is not available or cellular usage is selected, phone plan roaming, data and voice usage charges apply. Mobile client calls may drop or lose quality when Wi-Fi or cellular signals are lost or weak. Firewall settings may also impact use. TelNet is not responsible for loss of call quality and/or dropped calls with UC-One Mobile Client.

Call Recording includes up to 1 GB of disk space consumption per user at no charge. Each additional GB of disk space consumption is charged at \$0.19/user per month (rounded up to next GB).

Please note: TelNet Worldwide is committed to protecting customers from fraud by blocking international calling. International calling service is available only when authorized by completing the TelNet International Calling Authorization Form.

CUSTOMER INITIALS: _____

By executing this Agreement, the "Customer" (defined as the party signing below and made a party to this TelNet Service Agreement) is ordering the services set forth herein and on related documentation. Customer agrees to pay for all services ordered or otherwise used including: taxes, surcharges and fees charged by TelNet Worldwide ("TelNet"), including, but not limited to, applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities, as further set forth in the TelNet Worldwide Terms and Conditions (the "T&Cs"). Customer agrees to the T&Cs and all items incorporated therein including those in the applicable tariffs or rate guides which can be found on www.telnetww.com. Customer also authorizes TelNet to obtain any credit information and/or any customer proprietary network information necessary to provision services and to establish Customer's account, and hereby authorizes the release of such information by any and all third parties to TelNet. Customer understands that number assignments are not guaranteed and cannot be relied on before service is activated. Customer has provided TelNet with a valid Letter of Agency for all applicable services ordered. Customer is responsible for the identification and payment of any termination fees to any third party that may apply when switching to TelNet services.

Term of Agreement

The initial term of Agreement will begin with the date of installation and will continue for the specified number of months. Upon completion of the contract period this Agreement will automatically convert to the then currently available month-to-month rates.

Order Cancellation

Cancellation by the Customer after the signature date and before the service available date will result in an Order Cancellation Fee to be paid by the Customer as described in applicable TelNet T&Cs which can be found at www.telnetww.com.

Termination

TelNet may terminate this Agreement and the services for Customer's non-payment in accordance with its rights under its general T&Cs and its tariffs and rate guides. Upon termination of this Agreement by TelNet for non-payment the customer shall be liable for the payment of all services provided through the date of termination, plus any applicable Termination Fees. TelNet may terminate this Agreement without liability if TelNet determines that it is no longer able to offer a product or service and the product or service is no longer offered in a TelNet tariff and rate guide, in which case the customer will not be liable for any Termination Fees. If Customer terminates the Agreement prior to the expiration of its initial term or renewal term, or if TelNet terminates the Agreement due to non-payment, Customer will owe TelNet the following Termination Fees per applicable service: the monthly recurring charge (MRC) times the remaining number of months of the contract period for the contracted services.

General Provisions

This Agreement and other terms expressly made a part of this Agreement, (including, but not limited to Purchase Order Terms & Conditions, and Equipment Rental Terms & Conditions, if applicable,) constitute the entire Agreement between TelNet and the Customer with respect to the Services. This Agreement supersedes any previous Agreements for the same services between TelNet and Customer. Except as otherwise provided herein, any changes to this Agreement must be agreed to in writing by TelNet Management. Any changes to this Agreement without said written approval make such changes null and void at TelNet's discretion. If the Customer wishes to assign this Agreement to a third party, it must first receive TelNet's written consent.

Business Type: Corporation Partnership Proprietorship

Federal Tax ID: _____

Tax Exempt Status: None Federal State Local
(Exemption forms must be provided if you are tax exempt)

By placing Customer's signature in the space provided, Customer agrees to the terms of this Agreement and all applicable tariffs, rate guides, and T&Cs at www.telnetww.com. Furthermore, Customer acknowledges that they have received and understand the TelNet 911 Emergency Service Advisory Notification for VOIP Services that is attached hereto and made a part of this Agreement.

| | | | |
|-----------------------|-------|--------------------|-------|
| _____ | _____ | _____ | _____ |
| Customer Printed Name | Title | Customer Signature | Date |
| _____ | _____ | _____ | _____ |
| TelNet Printed Name | Title | Signature | Date |

Letter of Authorization

Contact Information (End User)

Customer must provide the following information exactly as it appears on customer's most recent bill copy:

Company Name: Manistee County Government

Contact Name: _____

Address: 1525 E PARKDALE AVE

City, State, Zip: MANISTEE MI 49660

Contact Phone: _____

Contact Email: _____

Listings

Current listings will be retained for all ported numbers. Please inform us of any required listing changes (e.g., change listing name, change listing type, additional listings, etc.).

Phone number(s) to be ported

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Additional numbers listed on separate page

Comments/ Current Provider (Please note any special instructions or exceptions; include your current provider for any phone numbers outside of Michigan)

The undersigned wishes to change our provider to TelNet Worldwide, Inc. and authorizes TelNet Worldwide, Inc. to act as our agent for purposes of ordering changes and/or terminating service(s) for the designated phone number(s) listed above. This authorization includes, without limitation, the removal, additions to, or rearrangement of any or all telecommunications services (including, but not limited to local exchange, intraLATA toll, interLATA toll, and/or international interexchange). The undersigned understands that for specific service(s) for the phone number(s) listed above (e.g. local exchange, intraLATA toll, and interLATA toll service,) we may designate only one service provider as our carrier for each service for any one telephone number. If different service providers are requested for different phone numbers, we must fill out separate forms for each phone number we wish to be treated differently. The undersigned understands that this authorization may result in a charge to us for changing providers.

Authorized Signature

_____ Print Name: _____ Date: _____

Please complete this form, print out, sign and fax to 248.485.1090.

Customer Contact Profile

Company

Legal Company Name: _____ Telephone: _____

Address: _____

Headquarter/Parent Company Name (if different from above):

Company Name: _____ Telephone: _____

Address: _____

Primary Contact

Name: _____ Telephone: _____

Email: _____ Cell Phone: _____

Billing Contact

Name: _____ Telephone: _____

Email: _____ Cell Phone: _____

Onsite Contact

Name: _____ Telephone: _____

Email: _____ Cell Phone: _____

Technical Contact (Data/voice vendor, if applicable)

Name: _____ Telephone: _____

Email: _____ Cell Phone: _____

Please complete and return with your order, or fax to 248.485.1090.

F37, v2.0

911 Emergency Service Advisory For VOIP Services

The Federal Communications Commission ("FCC") requires Voice over Internet Protocol ("VOIP") providers to advise customers of potential limitations in the delivery of 911 Emergency Services, and obtain an acknowledgment that the Customer has received the advisory and understands the 911 limitations. Please read this 911 Emergency Service Advisory for TelNet Worldwide VOIP Services.

REQUIRED FCC WARNING
PLEASE READ CAREFULLY. POTENTIALLY HAZARDOUS SITUATION.

911 emergency services will not be available or may not function properly (e.g., they may not route to the correct Public Safety Answering Point (PSAP)) under the following circumstances:

For all VOIP Services:

- In the event there is a power outage. Consider installing a backup power supply, maintaining a traditional phone line, or having a wireless phone as a backup;
- If there is a Service failure or degradation for any reason, such as CPE failure (e.g., Internet connectivity routers, Customer's data network and equipment, Customer premises switches and routers, phones, handsets, and other IP-enabled devices), cable cuts, or any Service or broadband outage or degradation (including without limitation, failures caused by suspension or termination of the Service, or while maintenance work is being performed);
- If Customer selects a telephone number that is not associated with the geographic area of the installed service (e.g., if Customer chooses a California number for use in a Michigan location, or if Customer's area does not have 911 emergency service);

For VOIP Services that are nomadic and can be used and moved from one location to another, including but not limited to: TelNet OfficeEdge Complete Hosted PBX, TelNet OfficeEdge SIP Trunking, PC softphones, and meritVoice:

- If the Service is used at a location other than a TelNet-Approved 911 Location in the 48 contiguous United States, or if an IP-enabled stationary device is moved within the TelNet-Approved 911 Location and not reconfigured.

"TelNet-Approved 911 Location" means Customer's current 911 location that is documented in the TelNet 911 database, which may be the 911 location of a Customer "PPU", the location given by the Customer as the Primary Place of Use for a particular phone number, or an updated temporary location that TelNet has previously approved. Service may only be used at a TelNet-Approved 911 Location.
- If the Service is moved to a temporary location — until TelNet has completed the 911 Update Interval and sent the 911 Update Confirmation to Customer's e-mail address of record. "911 Update Interval" is approximately 45 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to 72 hours (Important: Customer and End Users should always check for the 911 Update Confirmation email before using 911 service after a temporary move).
- If a Remote Shared Call Appearance (SCA) is enabled, and Customer or an End User makes a 911 call from the Remote SCA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote SCA, and not to the 911 location of the calling party. For example, if an End User has a Remote SCA for a colleague in San Diego on a phone located in Detroit, and End User in Detroit places a 911 call on the Remote SCA line, emergency services will be routed to the 911 location in San Diego associated with the phone number of the Remote SCA, not to the 911 location in Detroit. TelNet does not support 911 on Remote SCAs on IP devices used with the Service.

Additionally, the Service provides access to 911 emergency service only on stationary devices (and not mobile devices). The Service does not support any outgoing calls, including calls to 911 emergency service, from a mobile device.

UPDATING YOUR 911 LOCATION

Be sure to provide your accurate physical address to TelNet to ensure that emergency services can quickly be dispatched to your location. Send an email to voipsupport@telnetww.com and include your name, company name, phone number for which you would like to change the physical address for, and the new physical address. TelNet will confirm the change is made by sending back a 911 Update Confirmation email. It is strongly advised that an alternative to dial 911 is available until TelNet provides the confirmation email.

Definitions not already defined above:

"Customer" means the entity signing the agreement for TelNet Service.

"End User" means Customer's members, end users, customers, or any other third parties who use or access the Services or the TelNet network via the Service.

More information regarding VOIP and 911 service can be found at <http://www.fcc.gov/cgb/consumerfacts/voip911.pdf>

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123.Net, Inc.
24700 Northwestern HWY, Suite 700
Southfield, MI 48075
866-460-3503 | orders@123.net

123Net Order Form

| BILLING INFORMATION | NOTIFICATION INFORMATION |
|--|--------------------------|
| Manistee County 415 3rd St Manistee MI 49660 | larryp@mtvoip.com |

| Service Address | Type of Service | Non Recurring | Monthly Recurring |
|--|---|---------------|-------------------------|
| Manistee County 415 3rd St Manistee, MI 49660 NPA-NXX: 231-398 | TDM PRI \$0.055/call local, \$0.0299/minute US 48 Domestic LD 80 DID Numbers 36 Month Term (\$299 NRC Waived) Unlimited local calling | \$0 | \$329 \$12 |
| Manistee County 1525 E Parkdale Ave Manistee, MI 49660 NPA-NXX: 231-723 | TDM PRI \$0/call local, \$0.0299/minute US 48 Domestic LD Unlimited Local Calling 60 DID Numbers 36 Month Term (\$299 NRC Waived) | \$0 | \$329 \$0 \$9 |
| Enhanced 911 Services Enhanced 911 Notes: | | \$350 \$0 | \$10 \$10 |
| Total: | | \$350 | \$699 |

All voice service is subject to EUCL charge of \$24.75/mo. International Calling Varies By Country.

By signing this form Customer agrees to incorporate into this agreement and abide by 123.Net, Inc.'s Service Terms and Conditions v. 1.9

| Authorized Customer Signature | | Authorized 123.Net Signature | |
|-------------------------------|--|------------------------------|--|
| | | | |
| Print Name: | | Print Name: | |
| Date: | | Date: | |

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123.Net, Inc. 24700 Northwestern Hwy. Ste. 700 Southfield, MI 48075

Terms and Conditions:

This Agreement sets forth the terms of Your agreement to purchase voice, collocation, and/or data services ("Service") provided by 123.Net, Inc. ("123.Net") under a term plan according to prices, quantities, terms and conditions set forth herein and in Your Order Form ("Order"). As used herein, ("You") or ("Your") refers to the customer.

Rates. Monthly Recurring Charges ("MRCs"), usage charges and Non-Recurring Charges ("NRCs") are based on term plan rates and fees in effect at the time Service is ordered, as set forth on the Order, plus any applicable taxes and fees imposed by law.

Term and Expiration. The terms of this Agreement become effective upon execution. Your Service term begins at the time Service is activated. Service activation occurs once the Service is available for use by You. Upon expiration of the initial Service term, this Agreement will automatically renew for a term equal to that stated in the Order, unless properly terminated pursuant to the terms stated herein.

Term Plan Change. Prior to the completion of Your Service term, You may renew Your Service term or change to a different Service term without incurring early termination charges, provided the new Service: (i) is for an equal or greater number of circuits than the number ordered herein, (ii) the new Service MRC is higher, and (iii) You receive written approval from an authorized 123.Net representative authorizing the term plan change.

Installation and Move. You must have Your phone/data vendor on site during the actual service conversion/porting. If the porting date is rescheduled by You or Your vendor, a fee may apply. You are responsible for connecting 123.Net internet service to Your data network. Router equipment provided by 123.Net is unmanaged and will remain the property of 123.Net. You must provide a grounded electrical outlet for installation of equipment. Integrated and analog circuits are loop start. By entering into this Agreement, You affirm that 123.Net is authorized by the property owner of the installation site to install the necessary devices to provide the Service to You and that You will cooperate with 123.Net to coordinate and gain whatever approvals and rights of access may be necessary to provide the Service to You. 123.Net will not be responsible for demarc extension or inside wiring charges. In the event that You move Your Service to a new location, You will not incur early termination charges provided that: (i) termination of the old circuit and installation of the new circuit are ordered to occur concurrently; (ii) the Service at the new location is for an equal or greater Service term; (iii) the new MRC is equal to or greater than the MRC at the former location; (iv) You receive written approval from an authorized 123.Net representative; and (v) You may be charged NRCs for the new location and for any NRCs or installation charges at the former location that were previously waived.

Credit Approval, Billing & Payment. You agree to allow 123.Net to conduct a credit check and Service installation is contingent upon You having a satisfactory credit history. Billing for services will begin as of the initial scheduled port/install date and billing accrues through and includes the day that the Service is discontinued. For collocation services, billing will occur as soon as electricity is installed and available for use in Your cabinet. If service is disconnected by 123.Net in accordance with these policies and is later restored, restoration of service will be subject to all applicable restoration and installation charges. If You have an open balance that is owing past the due date and which has not been disputed 123.Net may apply late charges each month equal to 1.5% of the total outstanding amount "not including current activity". If You have an open balance that has not been disputed which is past due for a period of 60 days or more, 123.Net may cancel Your service and continue to collect on the amount then owing. For collocation customers, if service is cancelled by 123.Net for non-payment, 123.Net may withhold all equipment located in Your cabinet(s) until payment is made in full. This remedy shall be in addition to any remedy contained herein or implied by law and shall not constitute an election of remedies. 123.Net charges a fee of \$5 per month for the delivery of paper invoices. For Paperless Billing, E-mail: Ebilling@123.net and include Your name and account number.

Billing Disputes. If You dispute a term or amount on an invoice, You must do so in writing within 30 days from the invoice date. Disputes must be sent in writing to: E-mail: DisputeDepartment@123.net, Fax: 586-349-8005, Address: 24700 Northwestern Hwy. Ste. 700 Southfield, MI 48075. Disputes must be reasonable and made in good faith. You must pay the portion of Your bill that is not in dispute. If You pay the amount of the invoice that is not in dispute this will not be deemed to constitute acceptance of the portion of the invoice that is in dispute.

Tariffs. In the event of conflict or discrepancy between provisions of this Agreement and provisions of the applicable tariff, the provisions of the tariff will prevail.

Fraudulent Activity. You agree to pay for all charges for international, local, and long distance calls, including but not limited to those placed by You or Your customers, and those that are a result of fraudulent activity, fraudulent international calling, or a compromise of Your system's security resulting in increased consumption of Services. In addition, You agree that 123.Net is not responsible for the security of Your company's network equipment and You agree to pay for all bandwidth consumption charges and expenses that are a result of fraudulent activity or a compromise of Your network or equipment that is not provided by 123.Net, that result in increased consumption of Services.

Acceptable Use Policy. 123.Net will impose an Acceptable Use Policy (the "AUP") regarding Your use of the Service. For all other terms and conditions relating to the Service, the AUP will control. You agree to fully abide by the AUP and impose its policies on Your customers to the extent necessary to ensure compliance. If there is a conflict between the Terms and Conditions and the AUP, the Terms and Conditions shall control. A copy of the AUP can be found at: <http://www.123.net/docs/aup.pdf>.

SLA. 123.Net will provide the Service to you in accordance with its standard Service Level Agreement (the "SLA"). The parties agree to incorporate 123.Net's SLA into this agreement. A copy of the SLA can be found at: <http://www.123.net/docs/sla.pdf>.

Early Termination. - Termination After Service Activation. In the event that You terminate the Service in whole or in part after Service activation but prior to the expiration of the term plan (except as otherwise permitted in this Agreement), You will be liable for an early termination charge calculated as: the MRC times the remaining months of the Service term times seventy five (75%) percent. In addition, upon early termination, if installation or NRCs were waived, those charges may be charged back to You. If Service is provided via Fiber Optic Facilities, Wireless Facilities, or Frontier Communications Network Access, Your liability for early termination will be equal to one hundred percent of Your MRC for the Service

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times the remaining months of Your Service term plus, if any NRCs or installation charges were waived, those charges may be charged back to You.

Early Termination. – Termination Prior To Service Activation. In the event that You terminate the Service in whole or in part prior to Service activation (except as otherwise permitted in this Agreement), You will be liable for an early termination charge calculated as: All costs incurred by 123.Net in processing the Service, and all provisioning-related and/or installation-related costs incurred for the required equipment and facilities up to the date of termination (including but not limited to any termination/cancellation charges 123.Net may be required to pay third parties due to the Service termination).

Notice of Termination. Written notice of Your intent to terminate or not renew the Service must be received by 123.Net a minimum of 30 days prior to the expiration or renewal of Your Service Term.

Regulatory and Legal Changes. In the event of any change in applicable law, regulation, decision, service guide, tariff, rule, or order that materially increases the costs or other terms of delivery of Service, the parties agree to renegotiate the rates to be charged herein to reflect such increase in cost and, in the event that the parties are unable to reach an agreement respecting the new rates within thirty days of 123.Net's written notice requesting renegotiation, then (a) 123.Net may pass such increased costs through to You, and (b) if 123.Net elects to pass such increased costs through to You, You may terminate the affected Service without termination penalty by delivering notice of termination no later than thirty days after the effective date of the rate increase.

Property Rights. 123.Net owns all rights, title and interest in 123.Net trade names, Service marks, inventions, copyrights, trade secrets, patents, and know-how relating to the design, function, or operation of plans and of the hardware and software systems and resources necessary to provide the individual Service elements of which they consist. This Agreement does not constitute a license to You to use 123's trade names or Service marks.

Unlimited Calling Plans. Non-RBOC Surcharge. UNLIMITED CALLING PLANS ARE SUBJECT TO VARIOUS LIMITATIONS AS SET FORTH BELOW. 123.NET RESERVES THE RIGHT TO INCREASE YOUR MONTHLY FEE FOR UNLIMITED RATE PLANS AND/OR IMMEDIATELY TERMINATE YOUR SERVICE IF YOU ARE: TELEMARKETING, USING AUTO-DIALER EQUIPMENT, FAX BLASTING, OPERATING A CALL CENTER, INTERNET DIALING, USING PARTY LINES, RESELLING THE SERVICE, SHARING THE SERVICE WITH OTHER PARTIES OR SERVICE ADDRESSES WITHOUT THE EXPRESS WRITTEN APPROVAL OF 123.NET, OR OTHERWISE ABUSING THE SERVICE. 123.NET EVALUATES CUSTOMER USAGE IN COMPARISON TO OTHER SIMILARLY SITUATED CUSTOMERS. FOR EXAMPLE, OVER NINETY FIVE PER CENT (95%) OF 123.NET'S UNLIMITED MICHIGAN CALLING PLAN CUSTOMERS USE LESS THAN TWENTY THOUSAND (20,000) MINUTES PER MONTH AND DO NOT HAVE ANY UNUSUAL CALLING PATTERNS. THEREFORE YOU AGREE THAT 123.NET MAY CONCLUDE THAT YOUR UTILIZATION OF UNLIMITED MICHIGAN CALLING PLAN IS ABUSIVE IF IT EXCEEDS 20,000 MINUTES PER MONTH IN COMBINATION WITH ONE OR MORE OF THE FOLLOWING, INCLUDING, BUT NOT LIMITED TO, EXCESSIVE: (A) NUMBERS OF UNIQUE NUMBERS CALLED, (B) CALL LENGTHS, (C) FREQUENCY OF CALLS, (D) CALL FORWARDING/TRANSFERRING, (E) CONFERENCE CALLING, (F) SHORT DURATION CALLS, (G) CALLS MADE DURING BUSINESS HOURS, (H) NUMBERS OF CALLS TERMINATED AND RE-INITIATED CONSECUTIVELY, WHICH, IN AGGREGATE, RESULT IN EXCESSIVE CALL LENGTHS DURING A SPECIFIC TIME FRAME, OR (I) OTHER ABNORMAL CALLING PATTERNS INDICATIVE OF AN ATTEMPT TO EVADE ENFORCEMENT OF THESE TERMS OR OTHERWISE ABUSE THE SERVICE. YOU ACKNOWLEDGE THAT IF YOUR SERVICE IS TERMINATED UNDER THIS PROVISION, YOU ARE SUBJECT TO ALL APPLICABLE FEES AND TAXES STATED HEREUNDER. For flat rate telephone services, You agree to terminate at least eighty percent (80%), of Your total domestic usage in a billing month to the local exchange areas serviced by a Regional Bell Operating Companies ("RBOC"). If Your traffic in a billing month exceeds twenty percent (20%) terminating to a non-RBOC local exchange service area, 123.Net will apply a surcharge of \$0.030 per minute for the number of minutes that exceed twenty percent (20%).

Personal Property Taxes. You will be solely responsible, where applicable, for paying local and state personal property taxes associated with Your equipment stored in a collocation facility rented or owned by 123.Net. In the event that 123.Net is required by a governmental authority to pay property taxes on Your behalf, 123.Net will have the right to be reimbursed by You for such amount. You must reimburse 123.Net within 30 days of written notice that a tax has been paid on Your behalf by 123.Net.

For Intrastate Service: Except when Service is used solely as transport for 123.Net switched local or access service(s), You acknowledge and certify that the interstate traffic (including Internet and international traffic) constitutes ten percent (10%) or less of the total traffic on any Ethernet, dedicated, or special access Service.

For Interstate Service: You acknowledge and certify that more than ten (10) percent of the traffic to be transmitted over the subject Service is and will be interstate in nature.

Partial Invalidity, Waiver. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect. 123.Net agrees to renegotiate in good faith any term that is held to be invalid. One or more waivers of a breach of the terms and conditions of this Agreement shall not constitute a waiver of any future breach thereof.

Applicable Law. Venue and Jurisdiction. Dispute Resolution. This Agreement shall be subject to and governed by the laws of the State of Michigan. Any legal action arising out of this Agreement shall be exclusively initiated within the State of Michigan, Oakland County Circuit Court or the Federal District Court for the Eastern District of Michigan.

Entire Agreement. Modifications. Authority. This Agreement sets forth the entire Agreement and understanding between the parties and merges all prior discussion between them. This Agreement may not be modified except by the written consent of both parties. By entering into this Agreement You affirm that You are a duly organized, legally existing entity or duly authorized individual with authority to enter into this Agreement.

Risk of Loss. At all times, You will bear the risk of any loss, damage or destruction, whether by fire, water damage, theft or other casualty for: (i) Your assets, equipment or property, (ii) property of 123.Net which is located on Your property (whether leased or owned) or within Your care, custody or control, or (iii) Your property that is located within a space rented by You in a 123.Net data center. You will be solely responsible for insuring Your property and filing insurance claims for losses associated therewith. If 123.Net is aware of loss or casualty to Your property, 123.Net will immediately notify You, stating the extent of loss or damage incurred and the cause, if known. 123.Net shall bear the responsibility for insuring and shall bear the risk of any loss, damage or destruction of 123's assets, equipment or property that is not within Your care, custody or control.

Indemnification. You agree to indemnify, defend, and hold 123.Net harmless, as well as its subsidiaries, affiliates, officers, directors, employees, agents, licensors, consultants, suppliers, and any third-party Web site provider, from and against all claims, demands, actions, liabilities, losses, expenses, damages, judgments and costs, including attorneys' fees, resulting from Your violation of this Agreement, misuse or abuse of the Service, or infringement thereof by You or Users of Your account. 123.Net reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You. You must not in any event accept a settlement of any dispute relating to this contract without prior written consent of 123.Net

Telecommunications Service Priority. (Where Applicable) 123.Net may provide Telecommunications Service Priority ("TSP") to You for a fee. TSP is a program that authorizes national security and emergency preparedness (NS/EP) organizations to receive priority treatment for vital voice and data circuits or other telecommunications services. In the event of an emergency circumstance, if You have TSP Service, 123.Net may not be able to notify You in advance prior to undertaking additional expense on Your behalf to restore Your affected Service on a priority basis as a result of Your TSP enrollment. If You elect TSP Service, You agree in advance to pay for all charges reasonably incurred by 123.Net to restore Your Service on a priority basis during an emergency circumstance as a result of Your TSP enrollment.

Transfers and Assignments. You may not assign or transfer your rights or duties in connection with the Services and facilities provided by 123.Net without the prior written consent of 123.Net. All transfers of rights or duties herein, without the advanced permission in writing of 123, shall be void and unenforceable as a matter of law.

Statute of Limitations. YOU AGREE THAT ANY CLAIM AGAINST 123, WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE, MUST BE BROUGHT WITHIN 6 MONTHS OF THE DATE GIVING RISE TO THE CLAIM.

Limitation of Liability. 123.NET SHALL NOT BE LIABLE FOR ANY AND ALL: INDIRECT, INCIDENTAL, GENERAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY OR LOSS OF USE, EVEN IF YOU ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AS A RESULT OF A BREACH OF THIS AGREEMENT, OR AN ORDER FORM OR TERM AND CONDITION OF 123.NET. IN THE EVENT OF A BREACH OF AN OBLIGATION BY 123.NET, YOUR DAMAGES SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICE FOR THE PRECEDING 3 MONTHS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, YOU AGREE TO ACCEPT THE SERVICE ON AN "AS-IS" NON-WARRANTABLE BASIS. 123.NET EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE REGARDING THE PROVIDING OF GOODS AND SERVICES TO YOU.

APPENDIX C

2017 IT Goals

1. Sheriff's Office Network update - **\$2000**
 - a. Cat 5 wiring upgrade – Waiting on electrician & meeting with Bruce
 - i. Case for managed WiFi –and / or-
 - ii. Additional Cat 6 runs to offices
 - b. Switches need to be homogenized - **\$12,000**
 - i. Currently 50+ ports in use in data center, recommend two 2530-48, separate servers onto a third core switch - \$5000
 - ii. Currently 30+ ports in use in EOC radio room, recommend two 2530-48 - \$5000
 - iii. Use existing 4208 switch as the core - \$0
 - iv. UPS for switches \$2000
2. Sheriff's Datacenter processing - **\$10,000**
 - a. Currently one single-cpu DL380p running VMs
 - i. Buy 2nd cpu for existing machine \$800
 - ii. Buy an additional DL380p G8, dual cpu with similar specs to existing machine \$9200
3. Sheriff's Data Center Power – Waiting for meeting with electrician & Bruce
 - a. Building and Grounds budget?
 - b. Install 100-amp local sub-panel from EOC main panel
 - c. 20a circuits for each rack, currently 4 racks
 - d. Move smaller / unused air con to EOC radio room?
4. Sheriff's Office Phones - **\$37,931.22**
 - a. Shoretel voice switch at Sheriff, link into Courthouse for voicemail, etc
 - b. Cut cost by buying fewer phones up front
5. Courthouse Switching Expansion - **\$12,000**
 - a. East annex, 1st floor and 2R all near capacity
 - i. Purchase four more 2530, one for each closet plus a spare for backup - \$10000
 - ii. UPS for switches - \$2000
6. Computer rotation replacements – **\$15,000**
 - a. Need to complete updated inventory, estimating 15 computers need to be replaced
 - b. HP ProDesk 600 G2 mini with compatible VESA mount monitor - \$1000