

ATTACHMENT A

Service Level Agreement Requirements for the Operation and Management of the Greater Austin Area Telecommunications Network

1. **Date** _____
2. **Capitalized Terms.** Capitalized terms used in this Attachment A are defined in **Appendix A**, Definitions, attached to this Attachment and incorporated by reference.
3. **Service Provider** - Service Provider shall utilize appropriate resources, including dedicated or assigned Employees, to provide Network management, engineering, and planning services, and other services as requested by the GAATN Board from time to time within the scope of this Agreement. The Service Provider will adhere to GAATN Policies and Procedures, as well as procure GAATN Board approval for all contracts and other management decisions affecting the GAATN Network infrastructure and operations.
4. **Service Customer means** – The Agency (GAATN) and, by extension, the GAATN Participants.
5. **Basic Service Description** - The Service Provider shall act as GAATN Network Manager, subject to the oversight and direction of the GAATN Board.

The Service Provider will provide the equivalent of two (2) full-time Employees (80 hours of weekly labor) covering the GAATN Network Manager and the GAATN Network Administrator functions; and upon request of the GAATN Board and commitment to provide appropriate compensation as agreed by the parties, to provide the equivalent of three (3) full-time Employees in particular contract years or agreed portions thereof. The GAATN Network Manager will focus on Network design elements, implementation and support. The GAATN Network Administrator will focus on maintenance, evaluation and compliance assurance on forms, contracts and procedures. The Service Provider will be responsible for all salaries, benefits, insurance, etc., for the Service Provider's Employees dedicated or assigned in whole or part to provide Services under this agreement, and will require that each reviews and signs the approved GAATN confidentiality/non-disclosure agreement to prohibit, among other things, disclosure of GAATN proprietary information during their performance as Employees hereunder and after departure from Service Provider employment. The parties agree that neither the Agency nor its Participants (other than a Participant acting as the Service Provider) will be responsible for any expense or employment-related claim associated with or made by an Employee on account of or related to the Employee's status as such or performance of Service Provider services hereunder. The person designated by the Service Provider as the Network Manager must be technically and procedurally familiar with GAATN and should carry these (minimum) qualifications: (1) seven or more years' experience with designing, constructing and/or maintaining comparable fiber optic outside plant and datacenter fiber; (2) four or more years experience working with GAATN; and (3) current PMP, TPM, RCDD or PE credentials, as required by GAATN. Service Provider may periodically designate other persons as needed, full-time and/or part-time, to assist in providing the services described in this Section 5. The Service Provider will share deliverables to the Agency impartially and as required.

Service Provider shall be responsible for hiring and supervising the GAATN Network Manager and GAATN Network Administrator and other Service Provider Employees assigned from time to time to provide services under this Agreement, and to perform the duties and obligations hereunder subject to the cooperation of the entities involved. Should a change in personnel for the Service Provider take place, immediate written notice will be sent by the Service Provider to the GAATN Board. The Service Provider shall collect all GAATN data, GAATN access badges and GAATN equipment from a terminating or reassigned Employee by the Employee's last day of dedication or assignment to GAATN, or of employment by the Service Provider, as applicable. Once

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a vacancy occurs in one of these positions, Service Provider will hire a suitable replacement within ninety days unless other arrangements are approved by the GAATN Board. GAATN Board members will be given an opportunity to interview the final candidates for these positions and to provide comments to the Service Provider department head, but the final decision regarding candidate selection will remain with the Service Provider, provided, that the Service Provider hires candidates with the minimum qualifications required under this Agreement. During any period where the Agency receives reduced services from the Service Provider on account of such a vacancy, or other causes, the GAATN Board and Service Provider will work together to identify and prioritize essential tasks to be performed as well as to make appropriate fiscal (compensation) adjustments to the Agreement, if necessary or appropriate.

The Service Provider shall require assigned Employees to document their time spent on the various duties specified herein and periodically to provide a report to the Agency. In performing its duties under this Agreement, Service Provider shall act for the benefit of the Agency as a whole, and not in its own interest or that of any individual Participant. These assigned Employees will be managed and supported by an appropriate department of the Service Provider as defined above, subject to and in accordance with the Service Provider's personnel policies. The Service Provider will distribute the Service Level Agreement Evaluation form (**Appendix B** hereto), on a quarterly schedule, to the GAATN Board and Technical Sub-Committee. The Service Provider will use the returned evaluations to assist in its semi-annual job performance assessment. The attached evaluation form is subject to periodic revisions as directed by the GAATN Board or GAATN Technical Sub-Committee.

Service Provider acknowledges and the Agency requires that all documents created by or for the Agency, including, but not limited to, data, information, contracts, invoices, accounting, forecasts, engineering documentation, administrative and other memoranda to and from the Agency, reports, correspondence to and from the Agency, planning and engineering documents, disaster recovery documents and plans, and all other forms of work product related to or arising from the provision of services under this Agreement or other GAATN contracts (other than the Service Provider's internal documents regarding personnel administration, internal policy, and internal contract administration) are owned by and are the property of the Agency. It is further agreed that any and all documents or work product produced by Service Provider in its capacity as Service Provider during the term of this Agreement will be the property and for the sole benefit of the Agency and its Participants.

The GAATN Board will periodically review, and propose modifications to the definitions of services in this Agreement. The GAATN Board and Service Provider will work jointly to refine, to develop, and to clarify the Service Provider's responsibilities, but any change in the scope of basic services to be provided by Service Provider that would cause Service Provider to incur additional cost, employ additional personnel, or procure additional resources shall require formal amendment to this Agreement.

Service Provider shall carry out its duties under this Agreement in accordance with the laws of State of Texas and other applicable law.

The basic services to be rendered by Service Provider through input directly from the GAATN Board include the following:

5.1 Contract Administration

Under the GAATN Board's direction, the Service Provider will assist with developing technical bid specifications and with monitoring and evaluating vendor performance on GAATN contracts and agreements listed under Section 5.1 and any additional contracts or agreements developed by the GAATN Board during the term of this Agreement.

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Currently identified contracts and contracting areas:

5.1.1. On-Call Repair of GAATN Network Infrastructure -

The Service Provider's Employees will manage the Maintenance Contractor(s) in emergency situations and during restoration efforts. The work and performance of the Maintenance Contractor will be managed by the Service Provider, who will ensure timely response, quality of work, and ability to handle and stock appropriate supplies for On-Call activities. Opportunities for process improvement will be discussed by the Service Provider, the Maintenance Contractor(s) and GAATN, and implemented as directed by the GAATN Board.

5.1.2. GAATN Engineering Services –

The creation of work prints and drawings that direct and assist GAATN in modifying or constructing outside plant within the Network will be an important function. This activity includes, among other things, the design and layout of new outside plant throughout the Network; early warning and negotiation services; cost estimating and collection services; as well as job tracking, coordinating and problem resolution on any agency affecting outside plant projects.

5.1.3. Locate Services for buried GAATN Infrastructure –

Because of Network activity, frequent updates are necessary to keep plant records current. Update information needs to be disseminated promptly and accurately to all affected parties in a timely and continuous manner. Service Provider Employees will define and implement this update process and monitor performance on the current locate service contract. Periodic site inspections for performance evaluations are also necessary and will be done by the Employees.

5.1.4. GAATN Legal Services (for contracts/agreements/damage claims) –

The Employees will assist the GAATN attorneys as needed on disputes, damage claims and other legal issues.

5.1.5. GAATN Casualty Insurance -

The insurance contract process will be handled by the Participant serving as GAATN Financial Manager. The Employees will assist as requested in management of or renegotiations of the existing contracts.

5.1.6. GAATN Pole Attachment Agreements –

The expansion of GAATN in the future will necessitate involvement with other entities such as AT&T (formerly, Southwestern Bell) and Austin Energy to attach GAATN cable to poles in existing areas. Moves, adds and changes (MAC alterations) on the existing Network will necessitate continuous coordination with AT&T, Austin Energy, Time Warner, and other utility or service companies to accommodate pole attachment or change out activity. New construction, whether by GAATN, an outside Internet Service Provider, or other telecommunications company or utility, will leverage existing Pole Attachment Agreements. Service Provider shall stay informed of construction activities that would provide the Participants the opportunity to expand the Network efficiently and economically.

5.1.7. GAATN Right of Way Agreements –

The Employees will work in conjunction with the GAATN attorneys to secure new right-of-way or easement agreements in new areas. This will mean assisting the GAATN attorneys as necessary in dealing directly with property owners, surveyors and other legal agencies to secure the required agreements.

5.1.8. GAATN Confidentiality and Non-Disclosure Agreements –

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The Employees will work to accomplish execution of appropriate confidentiality agreements with third parties to maintain Network infrastructure detail confidentiality.

5.1.9 Scopes -

All existing contracts and agreements awarded by other Participants on behalf of the GAATN Board will remain in full force and effect in accordance with their terms until expiration. Individual Participants will continue to be responsible for award of individual contracts that benefit only those individual Participants and are not considered shared GAATN activities, commitments or expenditures.

It is expressly agreed and understood that Service Provider is assuming only managerial responsibility, but not legal liability or financial responsibility, for any contracts or obligations entered into by the Agency or any Participant on behalf of the Agency.

Service Provider will submit all drafts and requests for the development of contract documents to the Agency legal counsel for review or handling.

The Agency will not be required to compensate Service Provider for Service Provider's own legal expenses or expenses allocated to Service Provider from its legal department.

5.2 Network Management

Under the GAATN Board's direction:

5.2.1 Schedule and Manage Network Alterations -

In accordance with GAATN Policies and Procedures, the Service Provider will identify new activities, coordinate on-going projects and provide timely information to the Board and Participants in an effort to minimize impact and cost of alterations on the Network. A summary of each project, along with options and costs, will be reported to the Technical Sub-Committee and the Board for consideration and decision making. Project or activity status will be presented to the Board as part of the regular GAATN Network Manager's monthly report and will be maintained by Service Provider on the GAATN.org website, with appropriate confidentiality and limitations of public access, as directed by the GAATN Board.

5.2.1.1 Utility Coordination Meetings –

The Service Provider will ensure the Maintenance Contractor accurately monitors projects and plans presented at the weekly Utility Coordination Meetings. Projects with major impact to GAATN plant will be handled directly by the Network Manager.

5.2.1.2 Communicate Network project options with GAATN Participants –

Service Provider will gather information and identify preliminary design options on proposed Network alterations. Viable options and their estimated costs will be presented to the Technical Sub-Committee for consideration, modification as necessary or appropriate, and eventual recommendation to the GAATN Board.

5.2.1.3 Identify opportunities to jointly enhance Network capabilities –

Network, site and expansion plans, and connectivity goals of common interest among Participants present opportunities in both cost saving and infrastructure sharing. The Service Provider Employees will be available to assist Participants in developing Network solutions that support those common goals and are consistent with established GAATN strategic plans.

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To maintain Network integrity and reliability and to minimize possible Network disruptions, the Service Provider will use knowledge of current and scheduled or proposed repair, maintenance and MAC activity to take into account non-activity periods requested by GAATN or by individual Participant to coordinate and schedule ring openings.

5.2.1.5 Provide an annual 'state of the plant' report to the GAATN Board –

Using various reports gathered from the Maintenance Contractor(s), MAC Contractor(s) and other resources, the Service Provider shall present a high-level overview of the existing GAATN plant and operations to the GAATN Technical Sub-Committee and the GAATN Board at least once a year, prior to the budget planning meetings, highlighting deficiencies and benefits realized during that reporting year.

5.2.2 Forecast and Summarize Network Activity -

The Service Provider will assess all information related to Network activity. The Service Provider will gather information, prepare work prints where required, and obtain cost estimates from the Maintenance Contractor(s) or MAC Contractor(s) on all Agency projects. Options will then be provided to the Technical Sub-Committee and the Board for consideration.

5.2.2.1 Coordinate information with and from the Maintenance and MAC Contractors -

The Service Provider will coordinate with the Maintenance and MAC Contractor(s) on all aspects of maintenance, construction, and repair on the Network. Reports and performance evaluation information will be provided as requested by the Board.

5.2.2.2 Provide engineering and documentation when possible -

The Service Provider will: develop necessary design documents, obtain permits and associated approvals and consents to construct, supervise construction, and provide feedback and documentation to the GAATN Participants on all activity involving a limited degree of complexity, unless directed otherwise by the Board.

5.2.2.3 Identify projects requiring GAATN engineering assistance -

On large or complex projects, the Service Provider may recommend to the Board use of an outside engineering agency or contractor. The option to secure additional Network engineering resources ensures reduced risk to the Network where major redevelopment and significant infrastructure modifications may occur in close or direct proximity to existing GAATN plant or third party facilities. Evaluation on fundamental design changes and potential resulting consequences is a critical component in maintaining long-term integrity of the Network.

5.2.2.4 Predict budget impact and advise GAATN Board -

The Service Provider will forecast costs associated with proposed or ongoing Network operations and projects activity and provide that information to the Board in a timely manner in support of annual budget preparation efforts. For unanticipated projects the Service Provider will provide cost estimates, evaluate budget impact, formulate a recommendation, and assist the Board during the decision-making process. During and after construction, repair, MAC activity, or other project activity, the Service Provider will provide the Board with cost information based on invoices received (historical data) and anticipated. The Employees will provide a monthly report to the Board identifying invoices reviewed by the Service Provider and forwarded to the Financial Manager. This will reflect

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expenses to date by category and can be used in conjunction with the report provided by the Financial Manager to more closely monitor budgeted versus actual expenditures.

5.2.3 Prioritize and Manage Network Restorations -

The Service Provider will oversee the identification, prioritization, and scheduling of all Network activity in an effort to prevent multiple, concurrent ring openings and unplanned Network communications outages as a result of unrelated maintenance evolutions.

5.2.3.1 Analyze impact of essential service restoration activity –

The Service Provider will examine and quantify the effects of emergency repair work. Additionally, the Service Provider will look at the impact of GAATN Network outages on a per-entity basis. The Service Provider will identify and define alternatives as appropriate.

5.2.3.2 Develop permanent Network restoration plan –

The Service Provider will work closely with the Technical Sub-Committee to establish a list of procedural protocols and individual or group contacts for notification during Network restoration. The goal being development and distribution of a formal document.

5.2.3.3 Coordinate restoration with scheduled alterations, MAC's and extensions –

The Service Provider will oversee the identification, prioritization and scheduling of all Network activity. The objective is to prevent multiple concurrent ring openings and minimize consequences of maintenance operations. By staying involved and informed of all activity around the Network, the GAATN Employees can better manage events that may cause a loss of service.

5.2.3.4 Evaluate attenuation impact of splicing versus segment replacement –

The Service Provider will document the condition of the fiber and assess what action needs to occur in order to avoid 'growing attenuation' in the Network. Added splice situations will be discussed at the Technical Sub-Committee level.

5.2.3.5 Coordinate with GAATN Maintenance Contractor and GAATN Attorney on restoration reimbursement –

Provide assistance with investigations and documentation of incidents as requested.

5.2.3.6 Procure and deliver Network documentation updates after restoration –

Documentation of Network results after restoration is a standard deliverable from the Maintenance Contractor. Service Provider will coordinate with the Maintenance Contractor to ensure testing is completed in a timely manner and that new information is incorporated into the GAATN as-built documents.

5.2.3.7 Provide regular repair analysis reports –

A report summarizing repair activity will occur at every Technical Sub-committee meeting. An updated repair history will be provided to the GAATN Board yearly or as requested. This is an essential part of the evaluation of the Maintenance Contract.

5.2.4 Cable Management -**5.2.4.1 Forecast cable inventory requirements –**

The Service Provider will stay informed of potential shortages in the fiber industry. These concerns will be communicated to the Technical Sub-Committee members and the Board.

5.2.4.2 Predict and schedule required cable orders –

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Consistent with established GAATN procedures or as otherwise directed by the GAATN Board, the Service Provider will monitor inventory levels to ensure the appropriate stock of emergency cable is maintained on-hand by the Maintenance Contractor.

5.3 Engineering Documentation

Under the GAATN Board's direction:

5.3.1 **See that GAATN base maps in electronic format are maintained for and accessible to the GAATN Participants –**

A GAATN owned work station is installed at the site of the Maintenance Contractor. It serves as the repository for all GAATN Network documentation and allows GAATN participants access to up-to-date Network information. The Service Provider will assist the Maintenance Contractor as necessary to maintain and upgrade this system. Service Provider will ensure electronic backup of all GAATN related electronic information is maintained and secured in a location separate from the online data.

5.3.2 **Maintain documentation on GAATN fiber attenuation by strand segment and ring –**

When made available by the Participants, the Service Provider will maintain an electronic database of compiled attenuation data.

5.3.3 **Maintain and record GAATN easements and related documentation –**

All existing recorded easements have been located in the real property records at the Travis County Courthouse. GAATN Employees will assist the GAATN attorney to secure and document "missing" or new easements. The Service Provider will develop an easement/ROW database to track and organize this information with the intent of providing more immediate access by each Participant.

5.3.4 **Maintain and record GAATN rights of way utilization and related documentation –**

All ROW documents will be assembled, organized, and referenced for easy use by the various Participants. The Service Provider will assist the Participants in gathering and centralizing this information.

5.3.5 **Maintain copies of individual GAATN Participant Agreements for fiber sharing, co-location, etc. –**

Consolidate GAATN related agreements, contracts, and other legal documents in order to make that information available via a centralized resource for dissemination, reference or other access as needed by the Agency.

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5.4 Planning & Engineering

Under the GAATN Board's direction:

- 5.4.1 **Document long-term development objectives by individual Participants –**
It will be of great importance for the various Participants to understand each others strategic plans related to Network development and participation levels. If these strategies are shared among the Service Provider and Participants, common goals will be accurately identified. The Service Provider will assist with this process and will work closely with the Technical Sub-Committee members to define common strategy elements and future goals.
- 5.4.2 **Identify industry Network architecture and topology trends –**
The Service Provider will assist this process by researching and documenting these trends so that the long-range plans for GAATN are aligned with the appropriate technology and considered during strategic planning sessions guided by the Agency.
- 5.4.3 **Research potential of new technology capabilities –**
The Service Provider will assist with any research or data collection necessary to help introduce new technology topics and concepts for discussion.
- 5.4.4 **Identify best practices of other similar participants –**
The Service Provider will assist with the research, gathering and presentation of industry best practices and concepts that have been adopted within the local or global Network communities.
- 5.4.5 **Assist the Technical Sub-Committee in efforts to document opportunities for mutually beneficial Network enhancements or in the adoption of common technologies –**
Under the guidance of the Technical Sub-Committee, the Service Provider will document and distribute information about possible Network opportunities for consideration. Approval of and funding for all such possibilities remains a responsibility of the GAATN Board.
- 5.4.6 **Schedule and manage Network extensions –**
The Service Provider will provide engineering services, problem resolution and construction management on the Network. The coordination of these services among Participants and the Maintenance Contractor will be performed in addition to the following:
 - 5.4.6.1 Identify extension proposals and projected costs –
As a continuing service to GAATN, the Service Provider will define scope and gather cost information for plant expansions. This will aid the GAATN Board in assessment of options vs. cost models related to new construction.
 - 5.4.6.2 Identify and coordinate common interests and cost-sharing opportunities –
During monthly Technical Sub-Committee meetings, the Service Provider will assist the interested Participants to identify and refine potential cost-sharing opportunities. This includes GAATN moves, adds, or changes and joint venture opportunities with outside agencies.
 - 5.4.6.3 Propose "value added" networking alternatives –
The Service Provider will stay informed of changes in technology and trends that may affect the Participants Strategic goals. Relevant topics will be presented to the Technical Sub-Committee. The Service Provider will utilize individual Participant plans to identify beneficial tactical and strategic opportunities. The Service Provider will identify deviations

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from best design practices and leverage available opportunities as the Network continues to expand.

All technical plans developed and coordinated by the Service Provider are subject to final approval of the Technical Sub-Committee. Such plans will maintain compliance with the adopted policies of the GAATN Board and Technical Sub-Committee where applicable.

5.5 Disaster Recovery

Under the GAATN Board's direction:

5.5.1 Document individual GAATN Participant disaster recovery plans –

The individual Participants will provide their contact and disaster recovery information to the Service Provider. This information will be consolidated and maintained for use by the Maintenance Contractor and all Participants. This document will be updated annually, or as requested by the GAATN Board.

5.5.2 Manage and track claims of damage to GAATN infrastructure by others -

The Service Provider, with input from the Maintenance Contractor, will assist the GAATN Attorney in collecting information on incidents that result in damage to the Network. The Service Provider will implement a tracking database so that causal information can be used to detect trends or repeat offenders.

5.5.3 Manage and track damage and liability claims against GAATN –

The Service Provider and the Maintenance Contractor will participate in these activities. It is understood that claims are handled primarily by GAATN's legal resource, with the Service Provider providing information and tracking services as required.

5.5.4 Create and maintain essential fiber database by Participant –

The Participants will be responsible for gathering this information and submitting it to the Service Provider. The Service Provider will then incorporate this information into the Disaster Recovery Plan.

5.5.5 Develop and maintain "after hours" contact list by individual Participant –

Submitted emergency contact information will be distributed and shared with all GAATN Participants, the Maintenance Contractor, and any other persons as directed by the Board. Updates will be made at least quarterly and changes posted to the website as appropriate. The Service Provider, with the assistance of the Participants, will consolidate and maintain this data and assist in incorporation with the disaster recovery plan.

5.6 Financial Management

Under the GAATN Board's direction:

5.6.1 Develop detailed annual operating budget for management of GAATN Network –

The responsibility for the Financial Management of the GAATN organization remains with the GAATN designated Financial Manager. The Service Provider will supply detailed budget information for projects to the GAATN Participants. Service Provider will provide preliminary budget spreadsheets to Board each December and assist the Board in budget revisions until the final budget package is approved by the Board in February of each year.

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- 5.6.2 **Track and process all procurement requests for payment by the Financial Manager –**
Service Provider is responsible for construction-related items only.
- 5.6.3 **Process and track all receivables, services and materials and forward appropriate information to the Financial Manager.**
- 5.6.4 **Validate all GAATN invoices and submit to Financial Manager for payment –**
Includes all construction-related invoices except locate services, which are billed directly to AISD.
- 5.6.5 **Maintain an archive of all financial reports monthly provided by the Financial Manager -**
GAATN's Financial Manager will submit reports monthly to the GAATN Board. The Service Provider agrees to archive that information for access by the GAATN Participants as needed.
- 5.6.6 **Provide monthly transaction reports –**
Service Provider will provide a monthly updated budget spreadsheet that reflects all construction-related invoice activity. Additional information will be gathered and reported as requested by the GAATN Board.

5.7 Business Administration

Under the GAATN Board's direction:

- 5.7.1 **Post notices of all GAATN meetings –**
The Service Provider will post all regular GAATN meeting notices as required by State law. Special called meetings will be posted similarly as required.
- 5.7.2 **Coordinate and publish agenda for GAATN Board & Technical Sub-Committee meetings-**
The Service Provider will gather input from the appropriate Participants and publish a draft agenda by noon on the Monday one-week prior to any regularly-scheduled Board meeting. Modifications and further additions will be accepted until noon on the Thursday immediately preceding the Monday Board meeting. At noon on Friday, the agenda will be set and posted in accordance with state law. The Technical Sub-Committee agenda will be distributed to Participants in draft form no later than noon on the Wednesday preceding a regularly scheduled meeting, with changes accepted until 10 a.m. on the Friday preceding, with posting taking place at noon on that same Friday.
- 5.7.3 **Maintain list of GAATN Board appointments and alternates –**
The Board appointments list will be published to the Participants and the GAATN website once a year, coinciding with the budget process. Updates will be applied as necessary to reflect current Board assignments.
- 5.7.4 **Maintain and publish GAATN Network Rights calculations spreadsheet (update yearly)–**
In October of each year, the Service Provider will gather input from all Participants on changes that have occurred since the last approved site list. These changes will be used as a basis for updating the Network Rights spreadsheet. The new Network Rights percentages will be discussed and approved by or in the January Board Meeting and will be effective for the new fiscal year (the following September 1st through August 31st).
- 5.7.5 **Prepare required hand-outs (drawings, specifications, reports, etc.) for GAATN meetings –**

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Copies and handout information will be prepared prior to the meetings and distributed to support the agenda items and as requested or directed by the Board Chairman or other Board member.

5.7.6 Maintain central repository for GAATN email and other written documents –

The Service Provider will maintain an accurate inventory all retained GAATN Agency records (including those at AISD and with the current GAATN attorney) with a title index. The Service Provider will collect and maintain historical information on GAATN (as permitted by owners of documents). Service Provider will provide GAATN with the location and reasonable access to this Agency repository.

5.7.7 Establish, maintain and answer the official GAATN Phone Number and Directory Listing

- 97GAATN (974-2286) or as otherwise directed by the GAATN Board.

5.7.7 Attend all meetings of GAATN Board, Technical Sub-Committee and special meetings –

The Service Provider will coordinate with the designated Participant to arrange a meeting facility, and will attend and participate in GAATN Board and Technical Sub-Committee meetings as scheduled. To the extent possible, the Service Provider will ensure that all documents required for discussion items are provided.

5.7.8 Record and publish minutes of all scheduled GAATN-sponsored meetings –

The Service Provider has responsibility for recording, publishing, distributing and posting of the approved minutes.

5.7.9 Collect site plans for individual GAATN Participants –

This includes paper and/or electronic data and will be maintained on the GAATN workstation and included in any archives as necessary.

5.7.10 Provide regular reports on resources used to provide services as outlined in this Agreement –

Service Provider will track hours expended during the fulfillment of tasks described in Section 5 of this Agreement. Total hours per work category (planning, maintenance, repair, construction, administration, etc) will be recorded. A summary report will be submitted to the Board quarterly or as otherwise requested. On request from the GAATN Board, workspace, benefit and employment overhead expense report will be provided by the Service Provider in conjunction with annual budget preparation.

5.8 Public Information

Under the GAATN Board's direction:

5.8.1 Public Information Act Requests –

Any requests for information under the Public Information Act will be referred immediately to the GAATN Attorney.

5.8.2 Attend individual Participant Board or Commission meetings at request of Participant –

Should the Participants require assistance or discussion of GAATN activities among their own entities, the Service Provider will assist with this function and at the Board's request provide documentation pertinent to the discussion.

5.8.3 Participate in individual Participant grant request preparation –

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Should a Participant require information from the Service Provider concerning GAATN in the course of a grant application, the Service Provider will assist in those activities as requested.

6. **Participant Investment**

All Participant owned Network electronics are the sole responsibility of that Participant.

7. **Participant Ownership Rights**

The individual Participants will retain ownership of their individual Network strands and Network electronics. Shared Network electronics that are procured and installed at the direction of the GAATN Board for the benefit of all participating Participants will become the property of GAATN. Should the Agency cease to exist, proceeds from the sale or disposition of Agency property would be disseminated to the individual Participants based upon the most recently calculated Network Rights of each Participant.

8. **Participant Responsibilities**

Individual Participants remain both financially and operationally responsible for the following:

- 8.1. Management and monitoring of individual Participant GAATN-related Network electronics.
- 8.2. Attenuation testing of individual Participant node cables –
It will be important to report this testing with the Service Provider so that this can be utilized to gauge repairs of the Network.
- 8.3. Information on essential fibers –
While the Participants will remain responsible for maintaining information on usage of their own strands, strand usage information will help the Service Provider to organize and plan disaster recovery efforts. It is in the best interest of the Participants to gather that data and share it with the Service Provider.
- 8.4. Site plans for spur extensions, building entrance routing for individual Participant GAATN sites –
The Service Provider will assist in helping to document this information once the Participant has completed the project.
- 8.5. Producing floor plans, rack layouts of individual Participant GAATN sites.
- 8.6. Establishing "after hours" access procedures for Participant hosted GAATN sites. "After hours" refers to time of day that a site is not normally occupied and access requires a key, code or other authorized method of entry to a secured space.
- 8.7. Providing Participant Technology Plan input to the Service Provider for inclusion in the annual GAATN Technology Plan.
- 8.8. Acquiring necessary hardware and/or software required to utilize electronic documentation.

9. **Response Time**

Service Provider shall use reasonable efforts to comply with the following response time schedule -

- 9.1 Respond to a request for information on a project within five (5) days or forward request for information to engineering contractor within three (3) working days.
- 9.2 Commencement of GAATN Network repairs to restore ring integrity – upon notification –
Service interruptions will be dealt with expeditiously per the Maintenance Contract and the Service Provider will continue to monitor Maintenance Contractor operations as described in Section 5.1.1. The

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Service Provider will interact directly with Maintenance Contractor personnel in the field such that accurate status and remediation plans or efforts can be communicated to those affected GAATN Participants.

- 9.3 Service Provider will broadcast repair information and status per established GAATN Policies and Procedures.

10. Management Responsibilities

This Service Level Agreement is for the management of the basic GAATN infrastructure shared by all Participants and does not include maintenance, management or monitoring of Network electronics owned and deployed by individual GAATN Agency Participants.

11. Unplanned Costs

Projected cash shortages resulting from unplanned costs related to Network restoration, engineering expenses, legal fees, etc., will be brought to the immediate attention of the GAATN Board for consideration.

Appendix A

Definitions

- 1) Agency: shall mean the administrative agency created by the Interlocal Agreement under the Interlocal Cooperation Act, Chapter 791 of the Texas Local Government Code, known as the Greater Austin Area Telecommunications Network Interlocal Agency ("GAATN").
- 2) Agreement: shall mean this Service Level Agreement.
- 3) Employment-related Claim: shall mean a claim for wages and benefits to which the employee may be entitled as an employee of the Service Provider, or a claim arising out of alleged misconduct of the Service Provider related to the employment of the employee, but shall exclude a claim arising out of the misconduct or negligence of Participants other than a Participant acting as the Service Provider, including, but not limited to, claims for defamation or harassment.
- 4) Financial Manager: shall mean the designated Participant which under the Interlocal Agreement and subject to the direction of the GAATN Board has responsibility for all financial matters concerning the Greater Austin Area Telecommunications Network Agency.
- 5) GAATN: shall mean the Greater Austin Area Telecommunications Network Interlocal Agency in its entirety.

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- 6) GAATN Attorney: shall mean the designated attorney(s) within a law firm under contract to GAATN to provide legal services for the Agency.
- 7) Employees: shall mean those employees of the Service Provider dedicated or assigned by the Service Provider to provide services to or for GAATN in satisfaction of the Service Provider's obligations under the Agreement. The Service Provider's employees do not become and are not GAATN's employees merely by virtue of their dedication or assignment by the Service Provider to perform services under this Agreement.
- 8) GAATN Board, or Board: shall mean the governing body of the Agency.
- 9) GAATN Network Manager: shall mean the designated individual under contract to the Agency to oversee management, engineering and operation of the Network, who may be and ordinarily will be an employee of the Service Provider.
- 10) GAATN Personnel: shall mean Employees, Participant representatives or Participant employees, and/or Maintenance or MAC Contractor personnel, in their performance of a GAATN-related contractual duty.
- 11) GAATN Technical Sub-Committee: Established January 24, 1994, a standing subcommittee of the GAATN Board, chaired by a GAATN Board Member and comprising people from the staffs of the Participants, who may be, without limitation hereby, Board members or alternates. This subcommittee was formed to address issues regarding applications of technology, standards, equipment, types of cooperative efforts between Participants and entities seeking to participate in GAATN, and other issues assigned to it from time to time by the GAATN Board, and to make recommendations to the Board. This term refers to the Technical Sub-Committee or its successor as designated by the GAATN Board.
- 12) Interlocal Agreement: shall mean the agreement entitled "Greater Austin Area Telecommunications Network Interlocal Agreement" promulgated under the Interlocal Cooperation Act (Texas Government Code Chapter 791), as amended from time to time, by and between the Participants, who are the Austin Independent School District, the Austin Community College District, the City of Austin, Travis County, the State of Texas, the University of Texas, and the Lower Colorado River Authority.
- 13) Maintenance or MAC Contractor(s): shall mean, respectively, the persons companies under contract to GAATN for the performance of maintenance and repair to the GAATN Network and facilities, or expansion of and other moves, adds or changes to the GAATN Network and facilities.
- 14) GAATN Network, or Network: shall mean the property and equipment of all kinds necessary to construct and operate the communications network, which consists solely of passive transport media (fiber optic strands and miscellaneous hardware) identified in the final Network plans and specifications. The term does not include the active electronic equipment in any of the Participants' interconnected facilities necessary to utilize the transport media.
- 16) Network Right: shall mean a Participant's percentage interest in the Network.
- 17) On-Call: Any work that occurs under the Emergency section of a GAATN Maintenance Contract
- 18) Participants: shall mean the governmental entities or agencies constituting the Agency.
- 19) Service Level Agreement(s): A system of contractual agreements, whose purpose is to provide operational and management services for GAATN, including to monitor the service provided by Maintenance, MAC and other contractors for GAATN. Any substandard performances shall be reported to the Board and the Technical Sub-

ATTACHMENT A

Committee by the GAATN Service Provider. Any issues relating to service provided by the GAATN Service Provider may be raised and discussed by the Technical Sub-Committee to recommend action in resolution by the Board, or otherwise to exercise authority delegated by the Board.

- 20) Service Provider: shall mean the party with which the Agency is contracting for and to which it is delegating responsibility for management of the GAATN Network, subject to GAATN Board oversight and direction.
- 21) Variable Costs: shall mean the operating expenses incurred by the Agency in connection with the Network each year of the Interlocal Agreement or a subsequent agreement. Variable Costs shall reflect all reasonable costs incurred as a result of the operation, maintenance, repair, or expansion of the Network, including, but not limited to, insurance premiums, costs and expenses necessary for upkeep of the Network, and general and administrative expenses of the Agency.

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Appendix B

Yearly Service Level Agreement Evaluation

This evaluation will help GAATN and the City of Austin, in its role as Service Provider to GAATN, obtain needed feedback on activities of the Service Provider. This is also an opportunity to welcome input from the Participants and to share further the resources available to them through the Service Level Agreement.

- **Contract Administration**-Develop and monitor contracts and activities subject to the GAATN Board's approval and to the availability of appropriated GAATN funds. These contracts will consist of the following:
 - "On-Call" Repair of GAATN
 - Network Infrastructure
 - GAATN Engineering Services
 - Locate Services for Buried GAATN Infrastructure
 - GAATN Legal Services
 - Confidentiality Agreements

RATING: 1 2 3 4 5

Comments: _____

- **Network Management**-Consists of the following:
 - Schedule and Manage Network Alterations
 - Communicate Network Options on Projects with GAATN Participants
 - Identify Opportunities to Jointly Enhance Network Capabilities
 - Prioritize and Schedule Ring Openings
 - Forecast and Summarize Network Activity
 - Cable Management
 - Provide Engineering and Documentation when Possible
 - Identify Projects Requiring GAATN Engineering Assistance
 - Predict Budget Impact and Advise GAATN Board
 - Prioritize and Manage Network Restorations
 - Evaluate Impact of Splicing versus Segment Replacement
 - Forecast Cable Inventory Requirements
 - Procure and Deliver Network Documentation Updates

RATING: 1 2 3 4 5

Comments: _____

- **Engineering Documentation**-Consists of the following:
 - See that GAATN information in Electronic Format is maintained for and accessible to the GAATN entities
 - Maintain Documentation on GAATN Fiber Attenuation by Strand Segment and Ring
 - Maintain and Record GAATN Easements and Related Documentation
 - Maintain and Record GAATN Rights of Way Utilization and Related Documentation
 - Maintain Copies of Individual GAATN Participant Agreements for Fiber Sharing, Co-Location, etc

RATING: 1 2 3 4 5

Comments: _____

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- **Planning and Engineering**-Consists of the following:
 - Document Long Term Development Objectives by Individual Participant
 - Identify Comprehensive Network Architecture and Topology Directions
 - Research Potential of New Technology Capabilities
 - Identify Best Practices of Other Similar Participants, not only among GAATN but similar agencies around the world
 - Schedule and Manage Network Extensions
 - Identify Extension Proposals and Projected Costs
 - Identify and Coordinate Common Interests and Cost Sharing Opportunities
 - Propose "Value Added" Networking Alternatives when Possible

RATING: 1 2 3 4 5

Comments: _____

- **Disaster Recovery**-Consists of the following:
 - Document Individual GAATN Participant Disaster Recovery Plans
 - Manage and Track Claims of Damage to GAATN Infrastructure by Others
 - Manage and Track Damage and Liability Claims against GAATN Agency
 - Create and Maintain Essential Fiber Database by Participant
 - Develop and Maintain "After Hours" Contact List by Individual Participant

RATING: 1 2 3 4 5

Comments: _____

- **Financial Management**
 - Develop Detailed Annual Operating Budget for Management of GAATN Network.
 - Track and process all Procurement Requests for payment by the Financial Manager (Service Provider sees construction-related items only)
 - Validate all GAATN Invoices and submit to Financial Manager for payment
 - Maintain an archive of all financial reports provided by the Financial Manager
 - Provide monthly Transaction Reports
 - Service Provider will provide a monthly "running budget" sheet on all construction related invoice activity

RATING: 1 2 3 4 5

Comments: _____

- **Business Administration**-Consists of the following:
 - Post Notices of All GAATN Board Meetings
 - Coordinate and Publish Agenda for the GAATN Board
 - Maintain List of GAATN Board Appointments and Alternates
 - Maintain and Publish GAATN Network Rights Calculations Spreadsheet (Update yearly)
 - Prepare Required Hand Outs (Drawings, Specifications, Reports, etc.) for GAATN Meetings
 - Maintain Central Repository for GAATN EMail and Other Written Documents
 - Record and Publish Minutes of All Scheduled GAATN Sponsored Meetings
 - Collect Site Plans for Individual GAATN Participants

RATING: 1 2 3 4 5

Comments: _____

Greater Austin Area Telecommunications Network
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- **Public Information**
Refer Public Information Act Requests to GAATN Attorney
Attend Individual Participant Board or Commission Meetings at request of Participant
Participate in Individual Participant Grant Request Preparation

RATING: 1 2 3 4 5

Comments: _____

- **Response Times to Customer Service Requests:** Service Provider shall comply with the following response time schedule.
Requests for project information within 5 days or forward Request for Quote to Engineering Contractor within 3 days
Commencement of GAATN Network Repairs to Restore Ring Integrity – Upon Notification
Broadcast repair status information per GAATN Policies & Procedures

RATING: 1 2 3 4 5

Comments: _____

- **Projected shortages due to unplanned costs for Agency business brought to Board as early as possible**

RATING: 1 2 3 4 5

Comments: _____

Additionally, the City of Austin welcomes further comments on ways to improve Service to the GAATN participants and the Board Members. Please take a moment to add any suggestions, questions or comments below.

OVERALL RATING 1 2 3 4 5

Comments: _____

Participant Signature: _____