

**COMCAST ENTERPRISE SERVICES  
MASTER SERVICES AGREEMENT (MSA)**

MSA ID#: CO-292758-mande	MSA Term: 60 months	Account Name: Adams County CO
<b>CUSTOMER INFORMATION</b>		
Primary Contact: Brandon Archer	<u>Primary Contact Address Information</u>	
Title: Information Security Architect	Address 1: 4430 S. Adams County Parkway	
Phone: (720) 523-6142	Address 2:	
Cell:	City: Brighton	
Fax:	State: CO	
Email: barcher@adcogov.org	Zip Code: 80601	

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page (2) General Terms and Conditions, (3) PSA(s), , and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy ("Privacy Policy") located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Order, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

<b>CUSTOMER SIGNATURE (by authorized representative)</b>	
Signature: <i>Todd M. Leopold</i>	
Name: Todd M. Leopold	
Title: County Manager	
Date: 1/27/16	
<b>COMCAST USE ONLY (by authorized representative)</b>	
Signature:	Sales Rep: Robert Timmons
Name:	Sales Rep Email: robert_timmons@cable.comcast.com
Title:	Region:
Date:	Division:

APPROVED AS TO FORM  
COUNTY ATTORNEY  
*W. Deibel*



# COMCAST ENTERPRISE SERVICES SALES ORDER FORM

Account Name: Adams County CO

MSA ID#: CO-292758-mande

SO ID#: CO-292758-mande-5207216

## CUSTOMER INFORMATION (for notices)

Primary Contact: Brandon Archer  
Title: IT Director  
Address 1: 4430 S. Adams County Parkway  
Address 2: 4th Floor, Ste C4000A

City: Brighton  
State: CO  
Zip: 80601  
Allowable Contract Date: \_\_\_\_\_

Phone: (720) 523-6142  
Cell: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: barcher@adcogov.org

Contract Generated Date: 11/24/2015

## SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 36

### SUMMARY OF SERVICE CHARGES\*

Total Ethernet Monthly Recurring Charges:	\$ 1,700.00
Total Trunk Services Monthly Recurring Charges:	\$ 0.00
Total Off-Net Monthly Recurring Charges:	\$ 0.00
<b>Total Monthly Recurring Charges (all Services):</b>	<b>\$ 1,700.00</b>

### SUMMARY OF STANDARD INSTALLATION FEES

Total Ethernet Standard Installation Fees*:	\$ 0.00
Total Trunk Services Standard Installation Fees:	\$ 0.00
Total Off-Net Standard Installation Fees:	\$ 0.00
<b>Total Standard Installation Fees (all Services):</b>	<b>\$ 0.00</b>

### SUMMARY OF CUSTOM INSTALLATION FEES

<b>Total Custom Installation Fee:</b>	<b>\$ 0.00</b>
Amortized Custom Installation Fee	\$ 0.00

\*Note: Charges identified in the Service Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, USF fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fee prior to the installation of Service.

## GENERAL COMMENTS

## AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

## E911 NOTICE

Comcast Business Class Trunking Service may have the E911 limitations specified below:

- The National Emergency Number Association (NENA), a 911 industry organization that makes recommendations for standardized services relating to E911, has issued guidelines that state "The PBX owner is responsible for creating customer records, preferably in NENA standard format, that identify caller locations." To facilitate Customer's compliance with these guidelines and with associated state and local requirements related to provision of Automatic Location Information (ALI) for E911 services, Comcast offers two options:
  - a. Comcast will send to the ALI database or Subscriber Location Database (SLDB) the main billing telephone number and the main address provided by Customer; or
  - b. Customer may choose to sign up for up to 10 Emergency Location Information Numbers (ELINs) that Customer could assign to zones within Customer's premises that would be separately identified to the E911 call taker. The location information, such as a specific floor, side of a building, or other identifying information, could assist emergency responders to more quickly reach the appropriate location. Customer is solely responsible for programming its PBX system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises. Comcast will send the assigned ELINs to the ALI or SLDB database, as is appropriate.
- Many jurisdictions require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer bears sole responsibility to ensure that it identifies and complies with all such requirements. In any event, if Customer does not maintain E911 records in a timely and accurate manner, the E911 call taker may not receive proper location information, and emergency responders may be delayed or even prevented from timely reaching the caller's location.
- Battery Back Up - The Integrated Access Device (IAD) provided by Comcast is not equipped with battery backup. It is Customer's responsibility to ensure adequate back-up power is provided to ensure service continuity during a power outage, as employees would otherwise be unable to use the Services, including dialing 9-1-1, when power is unavailable.
- Calls using the Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- All questions should be directed to 1-800-391-3000. E911 Service, Private Branch Exchange, and Direct Inward Dial Service.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

APPROVED AS TO FORM  
COUNTY ATTORNEY

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature:	Signature:	Sales Rep:	Robert Timmons
Name:	Name:	Sales Rep E-Mail:	robert_timmons@cable.comcast.com
Title:	Title:	Region:	
Date:	Date:	Division:	



# COMCAST ENTERPRISE SERVICES SALES ORDER FORM

## ETHERNET SERVICES AND PRICING

Account Name: Adams County CO

Date: November 24, 2015

MSA ID#: CO-292758-mande

SO ID#: CO-292758-mande-5207216

Short Description of Service:

Service Term (Months): 36

### Solution Charges

Line	Product	Action	Service	Description	Service Location	Service Type	Service Class	Performance Tier	Service Location	Quantity	Price
1	New	Add	EDI-ENI-GIGE	Port	4430 S ADAMS COUNTY PKWY-Adams County CO 4430 S ADAMS COUNTY PKWY				Interstate	\$ 0.00	\$ 0.00
2	New	Add	BGP-NRC	Setup	4430 S ADAMS COUNTY PKWY-Adams County CO 4430 S ADAMS COUNTY PKWY				Interstate	\$ 0.00	\$ 0.00
3	New	Add	EDI-200	200 Mbps	4430 S ADAMS COUNTY PKWY-Adams County CO 4430 S ADAMS COUNTY PKWY				Interstate	\$ 1,700.00	\$ 0.00
* Services Location Details attached **Performance Tier Matrix Attached						<b>Page Total</b>				\$ 1,700.00	\$ 0.00



# COMCAST ENTERPRISE SERVICES SALES ORDER FORM

## SERVICE LOCATION DETAIL INFORMATION

Account Name: Adams County CO

MSA ID#: CO-292758-mande

SO ID#: CO-292758-mande-5207216

Date: November 24, 2015

Line Item	Location Name / City / State	Address	City	State	Zip	Latitude	Longitude	Latitude	Longitude	Responsible Salesperson Name	Phone Number	Email Address	Service Type	Notes
1	4430 S ADAMS COUNTY PKWY-Adams County CO	4430 S ADAMS COUNTY PKWY	BRIGHTON	CO	80601					Rich Lemke	(720) 523-6050	remke@adcogov.org	Yes	No

**Comcast Enterprise Services Sales Order Form**  
**Ethernet Transport Services**  
**Performance Tier (PT) Matrix**

Metro	PA	CNM	CO	ETN	ATL	BOS	CHI	PHL	HOU	IND	JAC	MI	MAT	MTN	MN	NCA	OR	SFL	SCA	UT	WA	WNE
Central & Western PA (PA)	PT1	PT4	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT2
Central New Mexico (CNM)	PT4	PT1	PT2	PT4	PT4	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT4	PT3	PT3	PT4	PT4	PT3	PT3	PT4	PT4
Colorado (CO)	PT3	PT2	PT1	PT4	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT2	PT3	PT3
Eastern Tennessee (ETN)	PT3	PT4	PT4	PT1	PT2	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT4	PT4	PT3	PT4	PT4	PT4	PT4
Greater Atlanta (ATL)	PT2	PT4	PT3	PT2	PT1	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3
Greater Boston (BOS)	PT2	PT4	PT3	PT4	PT3	PT1	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT4	PT4	PT2
Greater Chicago (CHI)	PT2	PT3	PT2	PT3	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Greater Phil. & New Jersey (PHL)	PT2	PT4	PT3	PT3	PT2	PT2	PT2	PT1	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT2
Houston (HOU)	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3
Indiana (IND)	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Jacksonville (JAC)	PT3	PT4	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT2	PT1	PT3	PT3	PT2	PT3	PT4	PT4	PT2	PT4	PT3	PT4	PT3
Michigan (MI)	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT1	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Mid-Atlantic (MAT)	PT2	PT4	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT1	PT2	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT2
Middle Tennessee (MTN)	PT2	PT4	PT3	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT3
Minnesota (MN)	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT3
Northern CA (NCA)	PT4	PT3	PT2	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT1	PT2	PT4	PT2	PT2	PT2	PT4
Oregon & SW Washington (OR)	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT2	PT1	PT4	PT2	PT2	PT2	PT4
South Florida (SFL)	PT3	PT4	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT4	PT4	PT1	PT4	PT3	PT4	PT3
Southern California (SCA)	PT4	PT3	PT2	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT2	PT2	PT4	PT1	PT2	PT2	PT4
Utah (UT)	PT3	PT3	PT2	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT2	PT1	PT2	PT4
Washington (WA)	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT2	PT2	PT4	PT2	PT2	PT1	PT4
Western New England (WNE)	PT2	PT4	PT3	PT4	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT4	PT4	PT1

**COMCAST ENTERPRISE SERVICES PRODUCT-  
SPECIFIC ATTACHMENT ETHERNET  
DEDICATED INTERNET SERVICES**

**ATTACHMENT IDENTIFIER: Ethernet Dedicated Internet, Version 1.5**

The following additional terms and conditions are applicable to Sales Orders for Comcast's Ethernet Dedicated Internet Service:

**DEFINITIONS**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

**"Estimated Availability Date"** means the target date for delivery of Service.

**"Interconnection Facilities"** means transmission capacity provided by Comcast, Customer or a third-party supplier to extend the Comcast Equipment from a Comcast terminal to any other location (e.g., a local loop provided by a local exchange company or other communications company).

**"Off-Net"** means geographical locations that are outside of Comcast's service area and/or geographical locations that are within Comcast's service area generally, but are not readily accessible by Comcast Network facilities. All Off-Net Services are provided by third-party service providers.

**"On-Net"** means geographical locations where Comcast currently provides Services through its Comcast Network. On-Net Services may be provisioned over a fiber optic network, or via a hybrid fiber coax network ("HFC Network"), as available through Comcast.

**"Services"** means Ethernet Dedicated Internet Services.

**ARTICLE 1. SERVICES**

This attachment shall apply to Ethernet Dedicated Internet Service. A further description of the Service is set forth in Schedule A-1 hereto which is incorporated herein by reference.

**ARTICLE 2. PROVIDER**

On-Net Service shall be provided by Comcast Business Communications, LLC.

On-Net Service provided over the HFC Network and Off-Net Services are available in a limited number of markets. For information on service availability, call 866-429-0152.

**ARTICLE 3. CUSTOM INSTALATION FEES**

Ethernet Dedicated Internet Services PSA

Once Comcast accepts a Sales Order for Service, Comcast will invoice Customer for all Custom Installation Fee(s). Customer will pay the Customer Installation Fee(s) within thirty (30) days of the invoice date unless a payment schedule is specified in the applicable Service Order.

**ARTICLE 4. PROVISIONING INTERVAL**

Following its acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement.

**ARTICLE 5. SERVICE COMMENCEMENT DATE**

Comcast shall inform Customer when Service is available and performing in accordance with the "Technical Specifications" set forth in Schedule A-1 hereto ("Availability Notification"). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (A) the date on which Customer confirms receipt of and concurrence with the Availability Notification; (B) five (5) business days following the date of the Availability Notification, if Customer fails to notify Comcast that the Service does not comply materially with the specifications set forth in Schedule A-1 hereto; or (C) the date on which Customer first uses the Service.

**ARTICLE 6. TERMINATION CHARGES;  
PORTABILITY; UPGRADES**

**6.1** The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term set forth therein. To the extent that a Service Term has not been expressly set forth in a Sales Order, the minimum Service Term for Services is twelve (12) months.

**6.2 Termination Charges for On-Net Services.**

**A.** In the event that On-Net Service is terminated following Comcast's acceptance of the applicable Sales Order but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing

to install the On-Net Service plus twenty percent (20%).

**B.** In the event that On-Net Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- i. 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
- ii. 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- iii. 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
- iv. 100% of any remaining, unpaid Custom Installation Fees.

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

**C. Termination Charges for Off-Net Services.** In the event Customer terminates Off-Net Service following Comcast's acceptance of the applicable Sales Order but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to 100% of the monthly recurring charges remaining through the end of the Service Term plus 100% of any remaining, unpaid Custom Installation Fees. Customer shall, pursuant to Article 3.2 of the General Terms and Conditions, also pay any third-party service provider ancillary fees incurred by Comcast due to the early termination of service by the Customer.

**6.3 Exclusions.** Termination Charges shall not apply to Service terminated by Customer as a result of Comcast's material and uncured breach in accordance with Article 5.2 of the General Terms and Conditions.

**6.4 Portability.** Customer may terminate an existing On-Net Service (an "Existing Service") and turn up a replacement On-Net Service (i.e., having different termination points on Comcast's network) (a "Replacement Service") without incurring Termination Charges with respect to the Existing Service, provided that (a) the Replacement Service must have a Service Term equal to or greater than the complete Service Term of the Existing Service; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that order is accepted by Comcast; (d) Customer reimburses Comcast for any and all installation

charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs incurred by Comcast in installing and provisioning the Replacement Service.

**6.5 Upgrades.** Customer may upgrade the speed or capacity of an Existing Service without incurring Termination Charges, provided that (A) the upgraded Service (the "Upgraded Service") must assume the remaining Service Term of the Existing Service; (B) the Upgraded Service must have the same points of termination on Comcast's network as the Existing Service; (C) Customer submits a Sales Order to Comcast for the Upgraded Service and that order is accepted by Comcast; (D) Customer pays Comcast's applicable nonrecurring charges for the upgrade; and (E) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade. Upgrades to Off-Net Services are subject to the applicable third party service provider rules and availability. Comcast has no obligation to upgrade Customer's Off-Net Service.

## **ARTICLE 7. ADDITIONAL INFORMATION**

As necessary for the interconnection of the Service with services provided by others, Comcast may request (as applicable), and Customer will provide to Comcast, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Comcast to make the necessary cross-connection between the Service and Customer's other service provider(s). Comcast may charge Customer nonrecurring and monthly recurring cross-connect charges to make such connections.

## **ARTICLE 8. TECHNICAL SPECIFICATIONS; SERVICE LEVEL AGREEMENT**

The technical specifications applicable to the Service are set forth in Schedule A-1 hereto. The service level agreement applicable to the Service is set forth in a Schedule A-2 hereto.

**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
ETHERNET DEDICATED INTERNET SERVICES**

**SCHEDULE A-1  
SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS  
COMCAST ETHERNET DEDICATED INTERNET SERVICES**

**Ethernet Dedicated Internet Version 1.5**

Comcast's Ethernet Dedicated Internet Service ("Service") will be provided in accordance with the service descriptions, technical specifications set forth below:

**Service Descriptions**

**Ethernet Dedicated Internet Service (EDI)**. EDI provides reliable, simple, and flexible access to the Internet. The Service is offered with a 10Mbps, 100Mbps, 1Gbps or 10 Gbps Ethernet User-to-Network Interfaces (UNI) and is available in speed increments starting at 1Mbps, subject to available capacity. The Service provides an Ethernet Virtual Connection (EVC) from the Customer Service Location to a Comcast Internet Point of Presence (POP) router.

**Threat Management Service (TMS)**. TMS is a solution managed by Comcast enabled with threat protection functionality to respond to both distributed denial of service (DDoS) and application layer attacks. Upon notification of suspicious traffic from Customer, Comcast will analyze traffic for anomaly detection and patterns to determine whether the business is under a cyber attack. In performing this analysis Comcast will gather the appropriate network information (e.g., routable IP addresses in your network) and redirect Customer's incoming internet traffic to certain Comcast network service centers to filter the malicious traffic matching specific attack vectors and send legitimate traffic back to Customer's Internet connection. In order to purchase TMS Service, Customer must have Comcast EDI Service.

**EDI Technical Specifications.**

1. **Ethernet User-to-Network Interface.** The Service provides the bidirectional, full duplex transmission of untagged Ethernet frames using a standard IEEE 802.3 Ethernet interface (UNI) to attach to the customer's router. Figure 1 lists the available UNI physical interfaces and their available Committed Information Rates (CIR) bandwidth increments and Committed Burst Sizes (CBS). CIR increments of less than 10 Mbps are generally not available in conjunction with Off-Net Services.

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
10 Mbps	10BaseT	1 Mbps	25,000
100 Mbps	100BaseT	10 Mbps	250,000
1 Gbps	1000BaseT or 1000BaseSX	100 Mbps	2,500,000
10 Gbps	10GBase-SR or 10GBase-LR	1000 Mbps	25,000,000

**Figure 1: Available UNI interface types and CBS values for different CIR Increments**



2. **Traffic Management.** Comcast's network traffic-policing policies restrict traffic flows to the subscribed, Committed Information Rate (CIR). If the Customer-transmitted bandwidth rate exceeds the subscription rate (CIR) and committed burst size (CBS), Comcast will discard the non-conformant packets. The Customer's router must shape their traffic to their contracted CIR. Traffic management policies associated with any Off-Net portions of Service will conform to the policies enforced by the third-party service provider.
3. **Maximum Frame Size.** The Service supports a maximum transmission unit (MTU) frame size of 1518 bytes including Layer 2 Ethernet header and FCS.
4. **Layer 2 Control Protocol (L2CP) Processing.** All L2CP frames are discarded at the UNI.
5. **IP Address Allocation.** IP address space is a finite resource that is an essential requirement for all Internet access services. Comcast assigns eight (8) routable IP addresses to each customer circuit. Customer can obtain additional IP addresses if required based on ARIN guidelines and by completing an IP address request form.
6. **Domain Name Service.** Comcast provides primary and secondary Domain Name Service (DNS). DNS is the basic network service that translates host and domain names into corresponding IP addresses, and vice-versa.
7. **Border Gateway Protocol (BGP) Routing.** Comcast supports BGP-4 routing as an optional service feature. BGP-4 allows Customers to efficiently multi-home across multiple ISP networks. The Service requires an Autonomous System Number (ASN) be assigned to a customer by the American Registry for Internet Numbers (ARIN). Customers should also be proficient in BGP routing protocol to provision and maintain the Service on their router. Additional information and requirements for BGP routing will be provided to the customer upon request. Comcast supports private peering if the Customer is multi-homed to Comcast's network only.
8. **Online Reporting.** Comcast provides the Customer with a password-protected web portal to access online reports containing their historical network traffic information. Reports may vary based on the Customer's Service.

**COMCAST ENTERPRISE SERVICES  
PRODUCT-SPECIFIC ATTACHMENT  
ETHERNET DEDICATED INTERNET SERVICES**

**SCHEDULE A-2  
SERVICE LEVEL AGREEMENT**

**Ethernet Dedicated Internet Version 1.5**

Comcast’s Ethernet Dedicated Internet Service is backed by the following Service Level Agreement (“SLA”):

**A. Definitions**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Ethernet Dedicated Internet Services PSA or the General Terms and Conditions.

“**Planned Service Interruption**” means any Service Interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades to the network.

“**Service Interruption**” means a failure of the Service to meet the specifications set forth in Schedule A-1 to the Product-Specific Attachment for Ethernet Dedicated Internet Services.

**B. EDI Service Level Agreement (SLA)**

Company’s liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, “Liability”), shall be limited to the amounts set forth in the Tables below. The term “Liability” refers to an interruption in transmission that renders the Service unusable due to a total loss of signal for the service or the output signal presented to the customer from Comcast does not conform to the technical specifications in A-1 above. For the purposes of calculating credit for any such Liability, the Liability period begins when the Customer reports to Company an interruption in the portion of the Service, provided that the Liability is reported by Customer during the duration of the Liability, and, a trouble ticket is opened; the Liability shall be deemed resolved upon closing of the same trouble ticket or the termination of the interruption, if sooner, less any time Company is awaiting additional information or premises testing from the Customer. In no event shall the total amount of credit issued to Customer’s account on a per-month basis exceed 50% of the total monthly recurring charge (“MRC”) associated with the impacted portion of the Service set forth in the Sales Order. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Customer must request the Credit from Comcast within thirty (30) days of the interruption. Customer will not be entitled to any additional credits for Service Interruptions. Comcast shall not be liable for any Liability caused by force majeure events, Planned Service Interruptions or Customer actions, omission or equipment.

**TABLE 1: SLA for On-Net Services provided over a Comcast fiber-optic network**

Length of Service Interruption:	Amount of Credit:
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

**TABLE 2: SLA for On-Net Services provided over the HFC Network**

**Length of Service Interruption:****Amount of Credit:**

Less than 40 minutes	None
At least 40 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

**TABLE 3: SLA for Off-Net Services****Length of Service Interruption:****Amount of Credit:**

Less than 20 minutes	None
At least 20 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

THE TOTAL CREDIT ALLOWANCES PER MONTH IS CAPPED AT 50% of THAT MONTH'S MRC FOR THE INTERRUPTED PORTIONS OF SERVICE. SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

**Monitoring, Technical Support and Maintenance**

1. **Network Monitoring.** Comcast monitors On-Net Service on a 24x7x365 basis.
2. **Technical Support.** Comcast provides a toll-free trouble reporting telephone number to the Enterprise Technical Support (ETS) center that operates on a 24x7x365 basis. Comcast provides technical support for service-related inquiries. Technical support will not offer consulting or advice on issues relating to CPE or other equipment not provided by Comcast.
  - a. **Escalation.** Reported troubles are escalated within the Comcast Business Enterprise Technical Support center ("ETS") to meet the response/restoration interval described below (Response and Restoration Standards). Service issues are escalated within Comcast ETS as follows: to a Supervisor at the end of the applicable time interval plus one (1) hour; to a Manager at the end of the applicable time interval plus two (2) hours, and to a Director at the end of the applicable time interval plus four (4) hours.

b. **Maintenance.** Comcast's standard maintenance window for On-Net Services is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance for On-Net Services is performed during the maintenance window and will be coordinated between Comcast and the Customer. Comcast provides a minimum of forty-eight (48) hour notice for non-service impacting scheduled maintenance. Comcast provides a minimum of seven (7) notice for service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Customer. Maintenance for Off-Net Services shall be performed in accordance with the applicable third party service provider rules. Therefore, Off-Net Service may be performed without advance notice to Customer.

3. Comcast provides certain Comcast Equipment for provisioning its services and the delivery of the UNI, which will reside on the Customer-side of the Demarcation Point. Comcast will retain ownership and management responsibility for this Comcast Equipment. This Comcast Equipment must only be used for delivering Services. Customers are required to shape their egress traffic to the Committed Information Rate ("CIR") identified in the Sales Order. Comcast will be excused from paying SLA credits if the Service Interruption is the result of Customer's failure to shape their traffic to the contracted CIR or utilizing Comcast Equipment for non-Comcast provided services.

**Response and Restoration Standards**

Comcast has the following response and restoration objectives:

CATEGORY	OBJECTIVE	MEASUREMENT	REMEDIES
<i>Mean Time to Respond Telephonically to Call</i>	15 minutes	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore On-Net Comcast Equipment</i>	4 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Equipment</i>	6 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore On-Net Services</i>	6 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Services</i>	9 hours	Averaged Over A Month	Escalation (see above)

Customer shall bear any expense incurred, e.g., dispatch/labor costs, where a Service Interruption is found not to be the fault of Customer, its end users, agents, representatives or third-party suppliers.

**Emergency Blocking**

The parties agree that if either party hereto, in its reasonable sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

**Remedy Processes**

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within thirty (30) days of the event that gave rise to the claim or right. The Customer must submit the following information to the Customer's Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

**Exceptions to Credit Allowances**

A Service Interruption shall not qualify for the remedies set forth herein if such Service Interruption is related to, associated with, or caused by: scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer's users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement.

**Other Limitations**

The remedies set forth in this Service Level Agreement shall be Customer's sole and exclusive remedies for any Service Interruption, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the service objectives.

**C. TMS Service Level Objectives**

Within sixty (60) minutes of receipt of Customer's notification of suspicious internet traffic and Comcast's acceptance of the Sales Order, Comcast shall commence TMS Service. Comcast failure to meet the above requirements shall not constitute a Service Interruption as defined in the Agreement. The SLAs and available credits for EDI Service identified above will not apply during the time period any Comcast-imposed TMS countermeasures are in place.

**FIRST AMENDMENT**

to

**Comcast Enterprise Services Master Services Agreement No. CO-292758-mande**

**This First Amendment** (“Amendment”) is concurrently entered into on January 7, 2016 (“Effective Date”) in conjunction with the Comcast Enterprise Services Master Services Agreement No. CO-292758-mande (“Agreement”) by and between Comcast Cable Communications Management, LLC (“Comcast”) and Adams County Co. (“Customer”), individually referred to herein as “Party” and jointly referred to as “Parties”. In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

**Whereas**, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed to;

**Now, therefore**, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the Parties agree as follows:

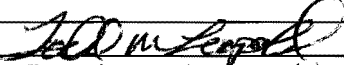
1. Article 11.15 of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby added to read as follows:

“Non-Appropriation of Funds. Customer warrants and represents that it is a government entity for purposes of procurement under the applicable state procurement laws. In the event Customer is unable to secure funds or if funds are not appropriated by the applicable local, state or federal agency for performance during any fiscal period of the term of a Sales Order, such Sales Order may be terminated (“Termination”) by the Customer upon written notification to Comcast, to include a copy of the non-appropriation of funds notification, as of the beginning of the fiscal year for which funds are not appropriated or otherwise secured. In the event Customer terminates a Sales Order under this “Non-Appropriation of Funds” provision, neither Party shall have any further obligation to the other Party, excepting Customer shall be responsible for the payment of any and all unpaid charges for Services rendered and for Comcast equipment, and, any and all unpaid capital expenses incurred by Comcast on behalf of the applicable Sales Order, all of which are to be paid by Customer to Comcast in accordance with Article 3.3 herein. The capital expenses amount set forth hereunder shall be reduced by the total amount of NRC and MRC already paid to Company by Customer under the Agreement at the time of Termination. Customer hereby agrees to notify Comcast in writing as soon as it has knowledge that funds are not available for the continuation of the performance as set forth in the Sales Order, for any fiscal period under the applicable Sales Order Term.”

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

**Adams County Co.**

**Comcast Cable Communications Management, LLC**

Signature:		Signature:	
Printed Name:	Todd M Leopold	Printed Name:	
Title:	County Manager	Title:	
Date:	1/27/16	Date:	

APPROVED AS TO FORM  
COUNTY ATTORNEY



ILLEGAL ALIENS: Pursuant to Colorado Revised Statutes, § 8-17.5-101 et. seq., the District cannot enter into or renew a public contract for services with a vendor/contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with illegal aliens to perform work under the contract.

In accordance with the mandatory provisions of Colorado Revised Statutes, § 8-17.5-101 et. seq., Vendor/Contractor certifies that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to the Vendor/Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract.

The Vendor/Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the United States Citizenship and Immigration Services' Basic Pilot Employment Verification Program (hereinafter referred to as the "Basic Pilot Program"). If Vendor/Contractor has not been accepted into the Basic Pilot Program prior to entering into this Agreement, the Vendor/Contractor shall apply to participate in the Basic Pilot Program every three months until the Vendor/Contractor is accepted or the Contract for services has been completed, whichever is earlier. The Vendor/Contractor shall not use the Basic Pilot Program to undertake pre-employment screening of job applicants while the Agreement is being performed. If the Vendor/Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Vendor/Contractor shall:

- a. Notify the subcontractor and the District within three days that the Vendor/Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting with the illegal alien, except that the Vendor/Contractor shall not terminate the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Vendor/Contractor shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the "Department") made in the course of an investigation that the Department is undertaking pursuant to C.R.S. § 8-17.5-102(5).

If the Vendor/Contractor violates the provisions of this paragraph, the District may terminate the contract for breach and the Vendor/Contractor shall be liable for actual and consequential damages.

If Vendor/Contractor is a natural person eighteen years of age or older, Vendor/Contractor hereby swears or affirms under penalty of perjury that the Vendor/Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Agreement.

Complies \_\_\_\_\_ Not Complies \_\_\_\_\_

Customer Todd M. Leopold - Adams County, CO

Name and Title Todd M. Leopold, County Manager

Signature Todd M. Leopold Date: 1/27/16