

**Service Order Attachment****AT&T Network Integration Services****Master Agreement: CALNET 4 - NEXTGEN**

Vendor: AT&T Enterprises, LLC. on its own behalf and on behalf of its service providing Affiliates

PROVISION OF SERVICE

Pursuant to this Service Order Attachment ("Attachment"), AT&T Enterprises, LLC. on its own behalf and on behalf of its service providing affiliates (collectively referred to as "AT&T") will provide AT&T Network Integration Services ("Services") identified in the Statement of Work Addendum ("SOW Addendum") attached hereto as Exhibit 1. Services shall include manufacturer's maintenance, whether or not AT&T facilitates such purchase, or bills such services as agent for the third party.

This Attachment, including the SOW Addendum, shall be effective upon execution by both parties. SOWs subsequently added must reference this Attachment and shall be effective, incorporated in, and made part of this Attachment on the latter of the dates when signed by both Customer and AT&T. Unless earlier terminated, only as provided for in the SOW, each SOW shall be deemed terminated when both parties' respective obligations thereunder have been fully performed, or it is otherwise terminated according to Terms and Conditions of the CALNET 4 - NEXTGEN Agreement.

Charges for Services are set out in the SOW. AT&T shall invoice Customer as set out in the SOW.

APPROVAL

This SOW Addendum is not in force or effect until signed by both parties (Vendor and Customer Agency Telecommunications Representative) and approved by the State of California Department of Technology, Statewide Telecommunications and Network Division ("STND") as required. Contractor may not commence performance until such CCSU approval has been obtained.

AMENDMENT

No amendment or variation of the contents or terms of this SOW shall be valid unless submitted in writing, signed by the parties, and approved by the STND as required. No oral understanding or agreement not incorporated in the CALNET 4 - NEXTGEN Agreement is binding on any of the parties. "All Terms and Conditions as originally awarded in the CALNET 4 - NEXTGEN Agreement will apply and take precedence over any similar but differing language in this SOW. No language in this SOW will be allowed to modify or replace CALNET 4 - NEXTGEN Terms and Conditions. Agencies using these Services should also understand that they are responsible for adhering to any State procurement requirements."



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AT&T Network Integration Services**

Calnet 4 - NextGen NEXTGEN Agreement No.: C4-DNCS-19-001-40/155674UA
AT&T Network Integration Tracking ID: GBS423713
Document Version Date#: 04/22/2025 v4

CUSTOMER Legal Name ("Customer")	AT&T Enterprises, LLC ("AT&T") (designate other entity if signing entity other than AT&T Enterprises, LLC)	AT&T Branch Sales Contact Name
Sonoma County Water Agency	AT&T	Name: Holli Flynn-Berry
CUSTOMER Address	AT&T Enterprises, LLC Address and Contact	AT&T Branch Sales Contact Information
Address: 404 Aviation Blvd City: Santa Rosa State: CA Zip Code: 95403 Country: USA	208 S. Akard Street Dallas, TX 75202 Contact: Master Agreement Support Team Email: mast@att.com	Address: 125 Liberty St City: Petaluma State: CA Zip Code: 94952 Fax: Email: holli@att.com Sales/Branch Mgr: Richard Laine SCVP Name: Christopher Congo
CUSTOMER Contact	AT&T Address and Contact	AT&T NI Contact Information
Name: Richard Fisk Title: Software Systems Administrator Address: 404 Aviation Blvd City: Santa Rosa State: CA Zip Code: 95403 Phone: 707-521-6207 Email: Richard.fisk@scwa.ca.gov	Name: Title: Telephone: Street Address: City: State / Province: Country: Domestic / Intl / Zip Code:	Name: Robert Plamondon Address: 220 SE 6th Ave. City: Topeka, KS 66603 Telephone: 913-944-9151 Email: rob.plamondon@att.com
CUSTOMER Billing Address		
Address: 404 Aviation Blvd City: Santa Rosa State: CA Zip 95403 Country: USA		

This Service Order Attachment for AT&T Network Integration Services ("NI Service Order Attachment") is being entered into by the Parties consistent with and as allowed by the terms and conditions of CALNET 4 - NEXTGEN (referenced above). By entering into this NI Service Order Attachment, Customer agrees to subscribe to, and AT&T agrees to provide Service(s), in accordance with the terms and conditions of this NI Service Order Attachment and the terms and conditions of CALNET 4 - NEXTGEN, with all terms and provisions of the Contract applying and accruing to and for the benefit of Sonoma County Water Agency, and with all references to obligations of the Contractor to the "State" being obligations to Customer for the purposes of this Service Order. All CALNET 4 - NEXTGEN terms and conditions will apply and take precedence over any similar but differing language in this NI Service Order Attachment. No language in this NI Service Order Attachment will be allowed to modify or replace CALNET 4 - NEXTGEN terms and conditions. As used herein, the term "Agreement" shall refer collectively to this NI Service Order Attachment and CALNET 4 - NEXTGEN. This NI Service Order Attachment is restricted to the NI Services provided herein.

AGREED:
CUSTOMER: Sonoma County Water Agency

By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

ATTUID: RP4667

AGREED:
AT&T

By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)



EXHIBIT 1: STATEMENT OF WORK

1. Introduction

This SOW between AT&T Enterprises, LLC. ("AT&T") and Sonoma County Water Agency ("Customer") is attached to the NI Service Order Attachment and made a part thereof upon the latter of the dates signed by Customer and AT&T ("Effective Date"). Services and/or Equipment not specifically provided for hereunder are outside the scope of this SOW and shall be charged separately.

Customer or its Affiliate, as authorized in the applicable Agreement, may issue Purchase Orders to place an Order based on a Quote provided by AT&T hereunder. The following language (with the appropriate purchasing entity and dates filled in) must be added to the Purchase Order for AT&T to accept the Purchase Order or other Order form:

"This Purchase Order (or Form-20) issued by Sonoma County Water Agency ("Customer") pursuant to the AT&T Network Integration Attachment GBS423713."

Sonoma County Water Agency (SCWA) maintains a water transmission system that provides naturally filtered Russian River water to more than 600,000 residents in portions of Sonoma County, California and Marin County, California. SCWA is a water wholesaler that sells potable water to nine cities and special districts that in turn sell drinking water to their residents. SCWA is in the early phases of planning their migration to Microsoft Teams Phone system with a view to decommissioning their legacy Mitel (ShoreTel) platform.

Sonoma County Water Agency (SCWA) is in the process of transforming their Unified Communications environment. This evolution encompasses a migration to a Microsoft Teams Direct Route (DR) UC network. AT&T Consulting will assist SCWA in this evolution by providing Microsoft Teams Project Management and Technical Leadership professional services to assist SCWA in meeting the intended end state goals.

The purpose of this work will be to deliver the Cloud voice for Microsoft Teams Service using AT&T's Cloud Voice for Microsoft Teams Enhanced Session Border Controllers (SBCs) connected to Sonoma Water's Microsoft Teams GCC tenant. The expectation is to implement a solution for 8 SCWA locations and migrate users with their existing DID number to the AT&T Cloud Voice Platform and Teams Phone system.

2. Scope of Services

2.1 Scope of Work

AT&T will provide Consulting services for the following technologies in scope for this assessment:

- AT&T Cloud Voice for Microsoft Teams
- Microsoft Teams Phone System

2.2 SOW and AT&T Services Term

This SOW shall extend for a term of three (3) months from the time services commence. The AT&T Services shall commence within 30 days of execution of this agreement and continue through the conclusion of the SOW Term ("AT&T Services Term").



2.3 Initiation of Work

For work to commence, AT&T will require receipt of the fully executed SOW at least 14 days prior to the proposed work initiation date. Thereafter, the project kickoff meeting will be scheduled to mark the official start of the engagement.

3. AT&T Responsibilities, Tasks and Deliverables

3.1 Description of Work

AT&T Consulting provides a structured approach and methodology for delivering Teams transformation services. The approach is to align the appropriate skillsets to the specific areas of focus and allow the consultants to execute the methodology across organizations responsible for the different areas of focus. The phases and/or services of this proposal are as follows:

Phase 1 - Implementation of Core Cloud UC Nodes

- (a) Assistance with peering of the SCWA Production GCC Microsoft tenant to AT&T Cloud Voice Enhanced.
- (b) Assistance with implementation of AT&T Cloud Voice Enhanced portal.

Phase 2 - Microsoft Teams Voice Transformation Governance and Planning

- (a) Develop remote site survey templates to be used for capturing end user devices, DID numbers, E911 Locations, and additional solution design details etc.
- (b) Identification of Customer Voice initiatives that are dependent upon or integrate into the AT&T Cloud Voice solution.
- (c) Coordination with Sonoma Water and third-party project stakeholders and associated tasks and work streams.

Phase 3 - Teams Voice architecture design

- (a) Assistance with activities relating to compliance with the FCC E911 requirements of Kari's Law and the RAY BAUM'S Act
 - i. E911 database population - implement IP subnet location-based discovery for Microsoft Teams clients across 8 locations.
 - ii. Implement Emergency Calling policies - determine notification methods and groups
 - iii. E911 Call Routing Policy
 - iv. Implement Teams networking topology - Sites, subnets, and trusted IP's
 - v. Test E911
- (b) Assist SCWA staff in implementing solutions supporting physical Microsoft Teams IP Phones.
 - i. Assist SCWA staff in determining:
 - Users who will receive Teams IP Phones
 - Common area phones
 - ii. Assist SCWA staff in implementing IP Phone device management
- (c) Assist SCWA staff in designing/implementing one Call Queue in Teams to support the IT Helpdesk.
- (d) Assist SCWA staff in designing/implementing a maximum of 3 Auto Attendants in Teams where needed to support specific user migration batches.
- (e) Assist SCWA staff with Teams call quality dashboard configuration with Power BI integration.

Phase 4 - Microsoft Teams Voice Migration Planning



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- (a) User migration planning
- (b) Number Port planning
- (c) Test Plan development

Phase 5 – Migration to Teams Cloud Voice (8 locations)

- (a) Discovery of Site Architecture
- (b) Site Deployment Readiness Testing
- (c) Site Transformation – migration
 - i. Number Porting
 - ii. User migration
 - iii. Migration of Auto Attendant/Call queues
 - iv. Remote deployment of new Teams IP phones
- (d) Site transformation Governance and documentation
- (e) Post migration support

Phase 6 – Knowledge transfer and documentation

Knowledge transfer

- (a) Project Artifacts
- (b) Documentation deliverables

3.2 Site List

Location	Estimated Number of Users/devices
404 Aviation Blvd, Santa Rosa, CA 95403	"Large" sites to be migrated individually
204 Concourse, Santa Rosa, CA 95403	
806 Aviation, Santa Rosa, CA 95403	
18400 Neeley Rd, Guerneville, CA 95446	"Small" sites to be migrated during one cutover event
7945 River Rd, Forestville, CA 95436	
5208 Montgomery Dr, Santa Rosa, CA 95409	
22675 8th St East, Sonoma, CA 95476	
9750 Wohler Av, Forestville, CA 95448	Total 292 Users across 8 sites

3.3 Deliverables

AT&T Consulting will provide documentation during and at the end of the project, including the following:

- AT&T Consulting will deliver the services outlined in Phases 1-6.



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3.4 Services Out of Scope

The following activities are out of scope for this effort but can be provided using the AT&T change control process. AT&T Consulting will not provide as part of this SOW:

- (a) Remediation of IP data and/or voice networks and components required to support Microsoft Teams Phone system, IP endpoints and analog gateways
- (b) Any onsite "tag and trace" activities related to granular E911 (chassis/port)
- (c) Business case development, Physical site survey activities beyond in scope POTS line inventory
- (d) Single Sign on via ADFS with Azure and on-premises Active Directory
- (e) Physical Activities at remote site(s) to support deployment (i.e., Client installation, phone installation, etc.)
- (f) Configuration of M365 outside what is needed to conduct a successful implementation and migration for Microsoft Teams Phone system.
- (g) Troubleshooting and remediation of existing voice Infrastructure
- (h) E911 Emergency Location Identification Number/Emergency Response Location (ELIN/ERL) end user device, IP subnet, mobility and E911 gateways external to the inherent Microsoft Teams Location Based Policy / PIDF-LO capabilities.
- (i) Remote site telephone end user "Station Reviews", this can be added at additional costs.
- (j) Remote site end user Microsoft Teams and Teams IP Phone Training
- (k) Voicemail systems outside the Teams "Cloud Voicemail"
- (l) All Microsoft Teams unassigned DID redirect, music/message voice recordings and wave file recordings creation and wav file uploading.
- (m) Components, applications, changes, or implementation of any contact center or any related application or component.
- (n) Any pricing as it relates to the cost of new or additional networking hardware (i.e. Microsoft products).
- (o) Re-configuration of SCWA PSTN circuits and/or ancillary voice systems
- (p) Scope does not include implementation of new network devices and device engineering to deploy the network infrastructure.
- (q) Implementation of tools to collect performance and utilization metrics. AT&T will rely on Customer provided data, or assumptions.
- (r) Power or electrical discovery or analysis.
- (s) Mobility
 - i. Mobility Radio Frequency discovery or analysis (Wi-Fi, Cellular, Microwave, Satellite, etc.)
 - ii. Analysis, design, configuration, test, or installation of Mobility or Wireless (Wi-Fi/802.11, LTE, etc.)
 - iii. Comparison of multiple service providers and/or equipment manufacturers is excluded.
- (t) Physical cable plant, environment, power, and HVAC analysis.
- (u) Any features, functions, hardware, software, or services not specifically stated and detailed as AT&T deliverables within this statement of work are not included.

3.5 Service Hours

The Services provided hereunder shall be performed Monday through Friday, 8:00 a.m. to 5:00 p.m., local time excluding designated AT&T holidays ("Normal Business Hours" or "NBH"), unless otherwise noted herein.

AT&T Designated Holiday
New Year's Day
Martin Luther King, Jr. Day
President's Day

Date Observed
January 1
Third Monday in January
Third Monday in February



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Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

4. Customer Responsibilities

SCWA agrees to provide timely access to all personnel, resources (including all necessary hardware, software, network access, adequate and secure workspace, and telephone access) and requested information that is deemed necessary by AT&T to ensure that AT&T can fulfil its commitments stated herein.

It is noted that SCWA has limited resources with business-as-usual commitments and time constraints to assist with this project. AT&T will seek to only involve SCWA as necessary.

Customer also specifically agrees to:

- (a) Assign a SPOC to represent SCWA. The SPOC will have decision-making authority for most matters that may arise.
- (b) Ensure that the SPOC is available to meet with AT&T a minimum of once per week for the Status meeting.
- (c) The SCWA SPOC will be responsible to identify and coordinate with the appropriate individuals within SCWA to review draft deliverables. These reviews must be within the agreed timeframe to maintain the engagement schedule.
- (d) Provide up-to-date documentation for existing network configuration, where AT&T does not have this information.
- (e) Provide AT&T with the necessary physical and/or system access required to complete the deliverables.
- (f) Provide appropriate personnel to assist in identifying users of systems and contact information.
- (g) Provide timely access to staff and personnel to answer questions regarding business or network information.
- (h) Make appropriate representatives available for the presentation of the final deliverable.
- (i) Inform AT&T of any developments in other projects that might impact this engagement.
- (j) Complete any preliminary surveys or advance information requested by AT&T prior to the start of this engagement and deliver them to AT&T at the Kick-off meeting.
- (k) Notify AT&T of and make available to AT&T all relevant and previously developed information and documentation relating to the business applications.
- (l) If SCWA fails to perform any of the responsibilities set forth herein, the parties agree to resolve the situation via the Change Order Process. Notwithstanding the foregoing, neither of the parties is bound to use the Change Order Process in the event of a material breach by the other party.

5. Project Governance

5.1 Change Control Process

Either party must submit change requests to contractual documents in writing via Appendix A to this SOW. The party requesting the change must submit a written request to the other party and the receiving party shall issue a written response within five (5) business days of the receipt of the



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request, including whether the receiving party accepts or rejects the request and/or any changes to the terms and conditions. Once mutually agreed both parties must execute the document in **Appendix A**.

The parties agree that this SOW may be amended by a Change Order Form (refer to sample Change Order form in Appendix A) signed by both parties for one or more of the following reasons:

- (a) The occurrence of any of the Risks.
- (b) The invalidation of any of the Assumptions.
- (c) Failure of Customer to meet Customer Responsibilities.
- (d) Changes in the Description of Work or Deliverables requested by Customer and agreed to by AT&T.
- (e) Delays caused by factors outside of AT&T's control.
- (f) The occurrence of any other event or the discovery of any other information that affects AT&T's ability to perform the engagement as specified herein.
- (g) Any other mutually agreeable reason.

The remedy to any of the above may include changes to: the composition of the engagement team, duration, delivery schedule, pricing, scope of the engagement and/or deliverables. Customer will obtain the necessary approvals, signatures and, if required, a purchase order for any additional costs. Customer will return the signed form to AT&T who will distribute it to the appropriate parties. Customer will obtain the necessary approvals, signatures and, if required, a purchase order for any additional costs. Customer will return the signed form to AT&T who will distribute it to the appropriate parties. Whenever there is a conflict between the terms of a fully executed Change Order Form and those in this SOW, or a previous fully executed Change Order Form, the terms of the most recent fully executed Change Order Form shall prevail.

5.2 Engagement Contacts

Sonoma County Water Agency
TBD

AT&T
CHRISTOPHER VAUGHAN, BUSINESS DEVELOPMENT MANAGER 2 ATC
5001 EXECUTIVE PKWY, SHARED
SAN RAMON CA 94583 USA
chris.vaughan@att.com
510-305-6367

AT&T Alternate Contact
ALEKSANDAR KRSTIC, MANAGER PROFESSIONAL SERVICES ATC
870 N MCCARTHY BLVD, SHARED
MILPITAS CA 95035 USA
alex.krstic@att.com
650-450-2328

5.3 AT&T Escalation Process

In the event of issues arising under this SOW, either party may initiate the escalation process by contacting the representative of the other party. If the individuals at any level cannot resolve a performance deficiency to the parties' reasonable satisfaction within the specified period following referral, a party may require that the matter is escalated to the next level. At each level, the parties' representatives will attempt in good faith to address the issue as expeditiously as feasible.

AT&T Escalation Path



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Name	Title	Phone Number
Alex Krstic	Manager, Professional Services	(650) 450-2328
Chris Vaughan	Business Development Manager	(510) 305-6367
Jim Thomas	Director, Professional Services	(213) 880-0910

SCWA Escalation Path

Name	Title	Phone Number
Brad Sherwood	Assistant General Manager	707 547 1927

6. Charges, Expenses, and Invoicing

As consideration for providing the Services detailed in this SOW, SCWA will pay AT&T on a time-and-materials basis in accordance with the standard CalNet NextGen rates as indicated in the table below.

Title	CalNet4 ID	Number of Resources	Hourly Rate per Person	Estimated Hours	Estimated Labor Charge	SAAF Applied
Sr. Consultant - UC National Practice Lead	ATTSC	1	\$250.00	6	\$1,500.00	Yes
Principal Architect (MS Teams)	ATTPA	1	\$225.00	280	\$63,000.00	Yes
Network Engineer II (TPM)	ATTNC2	1	\$200.00	6	\$1,200.00	Yes
Total					\$65,700.00	

Both parties agree and acknowledge that this engagement is a variable cost offering and should not be considered a "fixed price bid" nor a "not to exceed" quote. The estimated cost of the work defined in this SOW is **\$65,700.00** including travel and expense. Changes to the cost may occur only through the Change Order Process.

Pricing is based on the defined scope of work as set forth in this SOW. Any additions or changes to this SOW may necessitate changes in pricing. Pricing herein assumes no material project delays will occur that would require AT&T to stop or delay work.

AT&T will provide regular status updates to SCWA so that the budgetary impacts may be monitored as work progresses. If during the course of the engagement it is determined that the work will extend past the expected duration, then the Change Order Process will be used to provide additional funding.

6.1 Additional Pricing Terms and Conditions

- (a) **Defined Scope.** Pricing is based on the currently defined Scope of Work. Any additions or changes to this SOW will necessitate changes in pricing. Pricing herein assumes no project



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delays will occur that would require AT&T to stop work. AT&T will not be held financially responsible for project delays outside of its control.

- (b) **Invoicing.** Customer will be invoiced in full for services provided upon completion of the engagement.
- (c) **Pricing.** does not include any applicable taxes and fees.
- (d) **State Associated Administrative Fee Charge.** Services identified with "Yes" in the SAAF Applied column will have a 2.5% fee applied. Charges noted above do not include the SAAF. The SAAF will appear as a separate line on the Customer's invoice

7. Assumptions

The assumptions below were used by AT&T Consulting to propose this engagement based on information provided by SCWA. If any of these assumptions prove to be invalid, the parties agree to resolve the situation via the change order process. Notwithstanding the foregoing, neither of the principal parties is bound to use the change order process in the event of a material breach by the other party.

- (a) All work will be performed contiguously on consecutive workdays unless otherwise stated in this proposal. Unless mutually agreed otherwise between the parties, working hours for this engagement will be Customer normal workday (Monday to Friday, 8:00am to 5:00pm, excluding holidays), except for any work that would interfere with SCWA's business or operations, such as upgrades to live equipment.
- (b) There will not be any special conditions or restrictions that would affect a productive workday.
- (c) Delays caused by factors outside of the reasonable control of AT&T will be addressed via the change order process.
- (d) Unless otherwise specified in this proposal, deliverables will be furnished using Microsoft Office products (Word, Excel, PowerPoint, Project, Visio) or in PDF form as appropriate.
- (e) If applicable, wireless access points E911 locations will be configured using IP subnet only.
- (f) SCWA's other vendors and their personnel will be cooperative and forthcoming with information.
- (g) All items listed in the Customer Responsibilities section of the proposal are met, delivered, or provided (as appropriate) in a timely manner.
- (h) AT&T will be responsible for managing the work location and hours for this project.
- (i) If required, AT&T's consultants will have extranet VPN access to core and remote site systems, hardware, computer rooms, wiring closets, etc. that are necessary to accomplish the deliverables of this engagement.
- (j) All communications facilities (e.g., WAN circuits, LAN cabling) between locations that are necessary for this engagement are either currently available or will be provided by SCWA within the agreed upon schedule for this engagement.
- (k) AT&T assumes SCWA will coordinate 3rd party mission critical voice ancillary systems vendors and fund these vendors to collaborate in detailed connectivity, design, and functionality technical work sessions when necessary. These 3rd party mission critical voice ancillary systems and vendors may include but are not limited to the following listed examples: Overhead loudspeaker public address announcement paging, beeper paging, handheld radio, elevator, power failure transfer, loud bell, visual alert, telephone activated public / employee entrance, TDM to GSM GW, analog modem, voice call recording, call detailed recording systems and/or applications.

8. Termination

- (a) Customer may not terminate this SOW for any reason other than for uncured AT&T's material breach.
- (b) In the event Customer terminates this SOW or any portion hereof for any reason other than AT&T's uncured material breach, Customer shall be responsible to pay for all Services



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ordered hereunder, and expenses incurred as well as any charges associated with early termination of AT&T's subcontracts related to this project.

DRAFT



APPENDIX A: SAMPLE CHANGE REQUEST FORM

Type of Request:	
Initiator (Company):	
Change Request Received by:	
Price Impact:	
AT&T Additional Resources Req'd:	

Task Description:

Other information related to Change:

Impact of Change

Provide a description of the impact of the change (increase in duration, delay in start, cut-over date change, added dependency, additional resources required change to design, change to baseline solution, other).

AGREED and ACCEPTED:
CUSTOMER:

By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

AGREED and ACCEPTED:
AT&T

By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)