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AUG 18 2004

FCC - MAILROOM

Albemarle County Public Schools

401 McIntire Road, Room 349
Charlottesville, Virginia 22902

Phone: (434) 872-4569

Fax: (434) 872-4570

August 17, 2004

Request for Review

Federal Communications Commission
Office of the Secretary
9300 East Hampton Drive
Capitol Heights, MD 20743

RE: Billed Entity Name: Albemarle County School District
Billed Entity Number: 126474
Form 471 Number: 376254
Form 470 Application Number: 855950000433645
Funding Request Number: 1031045
Funding Year 6: 2003 – 2004
CC Docket No. 02-6

To Whom It May Concern:

Albemarle County Public Schools (ACPS) requests the FCC review our denial of E-rate funding for Form 471 Number: 376254. This letter will outline what we believe to be errors on the part of the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) in changing our category of service from Telecom Services to Internal Communications. Therefore, ACPS respectfully asks the FCC to overturn SLD's decision and to fund the discounts for the requested services under the original filing category of Telecommunications Services as stated on the initial Form 471.

ACTION

ACPS received notification from the USAC via the Funding Commitment Decision Letter dated March 16, 2004 (Attachment #1), that the ACPS E-Rate funding request, itemized above, was denied in full. The reason given for denial was listed as: "Category of service was changed from telecom to Internal Connections. Given demand, the funding cap will not provide for Internal Connections at your approved discount level to be funded."

RESPONSE

On April 22, 2004, ACPS submitted a Request for Review to the SLD of the USAC (Attachment #2), appealing their decision and requesting they overturn the decision and fund discounts for the requested services.

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"We Expect Success"

ACTION

The USAC replied on June 18, 2004 via an Administrator's Decision on Appeal Letter (Attachment #3), indicating that language existed in the original contract, "Agreement for Sprint Lightlink Service (3/27/95)" (Attachment #4), between ACPS and Sprint-Centel of Virginia, which stated that *"ownership of these items (Routers and Hubs) will be billed as installed, and upon installation become the property of the County."*

RESPONSE

ACPS believes these denials were made in error and through this appeal, requests the FCC overturn the SLD's decision and fund discounts for these requested services.

POINT: As outlined in section 1(p) of "Agreement for Sprint Lightlink Service (3/27/95)" between ACPS and Sprint-Centel of Virginia, *"It is understood and agreed that the Service is being provided to the County for its use during the term of this Agreement and that the County will not acquire any ownership interest in or to said Service. The County will own the facilities and equipment referred to in Sections 1(p) and 7(a)."* Furthermore, as stated in 1(p) *"Sprint-Centel of Virginia can also provide and install ancillary network equipment such as Routers, Hubs, MAU's, and can coordinate vendor training as specified below"* (see Attachment #4, page 5 for equipment list). *"Items will be billed as installed, and upon installation become the property of the County. Date of installation will be mutually agreed to by Sprint-Centel of Virginia and the County. Additional router services can be ordered at any time during the period of this contract at these prices."*

RESPONSE 1(p)

The equipment listed in Section 1(p) was ancillary equipment, which was offered for purchase by Sprint-Centel of Virginia. ACPS did not purchase any ancillary equipment from Sprint-Centel of Virginia nor do we intend to exercise this option in the future. Therefore, as SLD changed our category of service from Telecom Services to Internal Connections based on this statement in the contract, "Agreement for Sprint Lightlink Service (3/27/95)" and ACPS clearly has not and will not exercise this option to purchase ancillary equipment, we request that SLD's denial be overturned and the category of Telecom Services be reinstated and all pertinent discounts applied.

RESPONSE 7(a)

Furthermore, in reference to Section 7(a) (Attachment #4, page 9) "Agreement for Sprint Lightlink Service (3/27/95)", Sprint-Centel of Virginia outlines equipment and materials that ACPS is responsible for providing in order to ensure an environmentally suitable location to house the Sprint LightLink equipment and ensure adequate working space for Sprint-Centel personnel. The outlined equipment includes various types of conduit ACPS is to make available to Sprint-Centel of Virginia within the individual school buildings to facilitate proper installation. ACPS owns the cabling within our individual school buildings and readily makes it available to Sprint-Centel of Virginia for "hook-up" to their Sprint LightLink equipment. Therefore, as SLD changed our category of service based on this statement in the contract, "Agreement for Sprint Lightlink Service (3/27/95)" and Section 7(a) refers to conduit within our individual school buildings and not Routers and Hubs that would equate to the change in our category of service from Telecom Services to Internal Connections, we request that SLD's denial be overturned and the category of Telecom Services be reinstated and all pertinent discounts applied.

POINT: Computers in ACPS are connected and share information among the various buildings and use the network for data transmission and for Internet access. These connections between the buildings are leased from Sprint-Centel of Virginia, a telecommunications provider, as outlined in a multi-year lease agreement, "Agreement for Sprint Lightlink Service (3/27/95)" between ACPS and Sprint-Centel of Virginia. ACPS has since that time upgraded the available bandwidth at each of our existing 28 school locations from 10 MB to 100MB, transported through a GB backbone, in "Addendum #14 to Agreement for Sprint Lightlink Service (2/5/03)", (see Attachment #4).

RESPONSE

ACPS is aware that the SLD program rules require amortization over a period of at least 3 years when up-front costs exceed \$500,000. Therefore, as outlined in Item 21, Attachment 1 of 471 Application Number: 376254 (Attachment #5), we submitted the annual pre-discount amount for eligible non-recurring charges of \$253,352.00: a 4-year amortization of the \$1,013,406.00 infrastructure costs for service provider upgrades at our schools. This one time charge was for installation of Service Provider Equipment at the schools and Service Provider Central Office Equipment, allowable under the Federal Communications Commission Brooklyn Library Decision. All equipment meets the following criteria:

- The equipment is provided by Sprint-Centel of Virginia, and ownership will not transfer to ACPS in the future;
- ACPS has no contractual right to exclusive use of the equipment;
- Up-front, non-recurring charges are less than 67% of total charges (recurring plus non-recurring charges);
- The equipment will not be used by ACPS for any purpose other than receipt of the eligible Telecommunication Services of which it is a part;
- There is no contractual or technological restriction for exclusive use of the equipment by ACPS;
- The Local Area Network (LAN) for data communications of ACPS is functional without dependence on the equipment; and
- Responsibility for maintaining the equipment rests with Sprint-Centel of Virginia, not ACPS.

CLOSING

For further clarification, Mark Roberson, K-12 Account Manager with Sprint-Centel of Virginia, has provided an affidavit (Attachment #6) outlining his perception of the relationship between ACPS and Sprint-Centel of Virginia. Furthermore, Charlie C. Williams, Engineer I with Sprint-Centel of Virginia, has also provided an affidavit (Attachment #7) including a thorough listing of Sprint equipment currently installed in all school buildings.

In conclusion, ACPS respectfully asks the FCC, through this appeal, to fund the discounts for the requested services under the original filing category of Telecommunications Service as stated on the initial Form 471 Number: 376254. Thank you for your consideration and please contact me at (434) 872-4569 or dstowell@albemarle.org, if you have any questions or require further clarification.

Sincerely,



Debby Stowell
Management Analyst

- Attachment #1: Funding Commitment Decision Letter (March 16, 2004)
- Attachment #2: Request for Review to the Schools and Libraries Division (April 22, 2004)
- Attachment #3: Administrator's Decision on Appeal Letter (June 18, 2004)
- Attachment #4: Agreement for Sprint Lightlink Service (3/27/95)
- Attachment #5: Item 21, Attachment 1 of 471 Application Number: 376254
- Attachment #6: Affidavit of Mark Roberson, K-12 Account Manager, Sprint-Centel of Virginia
- Attachment #7: Affidavit of Charlie C. Williams, Engineer I, Sprint-Centel of Virginia



Universal Service Administrative Company
Schools & Libraries Division

FUNDING COMMITMENT DECISION LETTER

(Funding Year 2003: 07/01/2003 - 06/30/2004)

March 16, 2004

ALBEMARLE COUNTY SCHOOL DIST
BRUCE BENSON
2761 Hydraulic Road
Charlottesville, VA 22901

Re: Form 471 Application Number: 376254
Funding Year 2003: 07/01/2003 - 06/30/2004
Billed Entity Number: 126474
Applicant's Form Identifier: None entered

Thank you for your Funding Year 2003 E-rate application and for any assistance you provided throughout our review. Here is the current status of the funding request(s) featured in the Funding Commitment Report at the end of this letter.

- The amount, \$174,083.40 is "Denied".

Please refer to the Funding Commitment Report on the page following this letter for specific funding request decisions and explanations.

NEW FOR FUNDING YEAR 2003

The Important Reminders and Deadlines immediately preceding this letter are provided to assist you throughout the application process.

NEXT STEPS

- Review technology planning requirements
- Review CIPA Requirements
- File Form 486
- Invoice the SLD using the Form 474 (service providers) or Form 472 (Billed Entity)

FUNDING COMMITMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Report for the Form 471 application cited above. The enclosed report includes a list of the Funding Request Number(s) (FRNs) from your application. The SLD is also sending this information to your service provider(s) so preparations can be made to begin implementing your E-rate discount(s) upon the filing of your Form 486. Immediately preceding the Funding Commitment Report, you will find a guide that defines each line of the Report.

TO APPEAL THIS DECISION:

If you wish to appeal the decision indicated in this letter, your appeal must be POSTMARKED within 60 days of the above date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and e-mail address (if available) for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Identify which Funding Commitment

Decision(s) you are appealing. Indicate the relevant funding year and the date of the FCDL. Your letter of appeal must also include the Billed Entity Name, the Form 471 Application Number, and the Billed Entity Number from the top of your letter.

3. When explaining your appeal, copy the language or text from the Funding Commitment Report that is at the heart of your appeal, to allow the SLD to more readily understand your appeal and respond appropriately. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep copies of your correspondence and documentation.
4. Provide an authorized signature on your letter of appeal.

If you are submitting your appeal on paper, please send your appeal to: Letter of Appeal, Schools and Libraries Division, Box 125 - Correspondence Unit, 80 South Jefferson Road, Whippany, NJ 07981. Additional options for filing an appeal can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We encourage the use of either the e-mail or fax filing options.

While we encourage you to resolve your appeal with the SLD first, you have the option of filing an appeal directly with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be POSTMARKED within 60 days of the above date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, sent to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We strongly recommend that you use either the e-mail or fax filing options.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Universal Service Support Mechanism. Applicants who have received funding commitments continue to be subject to audits and other reviews that the SLD and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. The SLD may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by the SLD, the applicant, or the service provider. The SLD, and other appropriate authorities (including but not limited to USAC and the FCC), may pursue enforcement actions and other means of recourse to collect erroneously disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division
Universal Service Administrative Company

A GUIDE TO THE FUNDING COMMITMENT REPORT

A report for each E-rate funding request from your application is attached to this letter. We are providing the following definitions for the items in that report.

FORM 471 APPLICATION NUMBER: The unique identifier assigned to a Form 471 application by the SLD.

FUNDING REQUEST NUMBER (FRN): A Funding Request Number is assigned by the SLD to each Block 5 of your Form 471 once an application has been processed. This number is used to report to Applicants and Service Providers the status of individual discount funding requests submitted on a Form 471.

FUNDING STATUS: Each FRN will have one of the following definitions:

1. An FRN that is "Funded" will be approved at the level that the SLD determined is appropriate for that item. The funding level will generally be the level requested unless the SLD determines during the application review process that some adjustment is appropriate.
2. An FRN that is "Not Funded" is one for which no funds will be committed. The reason for the decision will be briefly explained in the "Funding Commitment Decision," and amplification of that explanation may be offered in the section, "Funding Commitment Decision Explanation." An FRN may be "Not Funded" because the request does not comply with program rules, or because the total amount of funding available for this Funding Year was insufficient to fund all requests.
3. An FRN that is "As Yet Unfunded" reflects a temporary status that is assigned to an FRN when the SLD is uncertain at the time the letter is generated whether there will be sufficient funds to make commitments for requests for Internal Connections at a particular discount level. For example, if your application included requests for discounts on both Telecommunications Services and Internal Connections, you might receive a letter with funding commitments for your Telecommunications Services funding requests and a message that your Internal Connections requests are "As Yet Unfunded." You would receive one or more subsequent letters regarding the funding decision on your Internal Connections requests.

SERVICES ORDERED: The type of service ordered from the service provider, as shown on Form 471.

SPIN (Service Provider Identification Number): A unique number assigned by the Universal Service Administrative Company to service providers seeking payment from the Universal Service Fund for participating in the universal service support mechanisms. A SPIN is also used to verify delivery of services and to arrange for payment.

SERVICE PROVIDER NAME: The legal name of the service provider.

CONTRACT NUMBER: The number of the contract between the eligible party and the service provider. This will be present only if a contract number was provided on Form 471.

BILLING ACCOUNT NUMBER: The account number that your service provider has established with you for billing purposes. This will be present only if a Billing Account Number was provided on Form 471.

EARLIEST POSSIBLE EFFECTIVE DATE OF DISCOUNT: The first possible date of service for which the SLD will reimburse service providers for the discounts for the service.

CONTRACT EXPIRATION DATE: The date the contract expires. This will be present only if a contract expiration date was provided on Form 471.

SITE IDENTIFIER: The Entity Number listed in Form 471, Block 5, Item 22a will be listed. This will appear only for "site specific" FRNs.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE RECURRING CHARGES: Eligible monthly pre-discount amount approved for recurring charges multiplied by number of months of recurring service provided in the funding year.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE NON-RECURRING CHARGES: Annual eligible non-recurring charges approved for the funding year.

PRE-DISCOUNT AMOUNT: Amount in Form 471, Block 5, Item 23I, as determined through the application review process.

DISCOUNT PERCENTAGE APPROVED BY THE SLD: This is the discount rate that the SLD has approved for this service.

FUNDING COMMITMENT DECISION: This represents the total amount of funding that the SLD has reserved to reimburse service providers for the approved discounts for this service for this funding year. It is important that you and the service provider both recognize that the SLD should be invoiced and the SLD may direct disbursement of discounts only for eligible, approved services actually rendered.

FUNDING COMMITMENT DECISION EXPLANATION: This entry may amplify the comments in the "Funding Commitment Decision" area.

FUNDING COMMITMENT REPORT

Form 471 Application Number: 376254
Funding Request Number: 1031045 Funding Status: Not Funded
Services Ordered: Internal Connections
SPIN: 143001418 Service Provider Name: Sprint/Central Telephone Company
Contract Number: 97-2039R14
Billing Account Number: N/A
Earliest Possible Effective Date of Discount: 07/01/2003
Contract Expiration Date: 06/30/2009
Annual Pre-discount Amount for Eligible Recurring Charges: \$133,500.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$253,352.00
Pre-discount Amount: \$386,852.00
Discount Percentage Approved by the SLD: N/A
Funding Commitment Decision: \$0.00 - Srvc/Discnt will NOT be funded
Funding Commitment Decision Explanation: Category of service was changed from telecom to Internal Connections. Given demand, the funding cap will not provide for Internal Connections at your approved discount level to be funded. Please see www.sl.universalservice.org for further details.

IMPORTANT REMINDERS & DEADLINES

Date: March 16, 2004
471 : 376254
BEN : 126474

The following information is provided to assist you throughout the application process. We recommend that you keep it in an easily accessible location and that you share it with the appropriate members of your organization.

FORM 486 DEADLINE - The Form 486 must be postmarked no later than 120 days after the Service Start Date you report on the Form 486 or no later than 120 days after the date of the Funding Commitment Decision Letter, whichever is later. If you are required to have a Technology Plan, you must indicate the SLD Certified Technology Approver who approved your plan and you must retain documentation of your monitoring of the progress toward your stated goals.

CHILDREN'S INTERNET PROTECTION ACT (CIPA) - If FY2003 is your Third Funding Year for the purposes of CIPA and you apply for Internet Access or Internal Connections, you must be in compliance with CIPA and cannot request a waiver. The Supreme Court may issue an opinion in July 2003 changing the CIPA requirements - watch the SLD web site.

INVOICE DEADLINE - Invoices must be postmarked no later than 120 days after the last date to receive service - including extensions - or 120 days after the date of the Form 486 Notification Letter, whichever is later. Invoices should not be submitted until the invoiced products and services have been delivered and billed, and (for BEAR Forms) the provider has been paid.

OBLIGATION TO PAY NON-DISCOUNT PORTION - Applicants are required to pay the non-discount portion of the cost of the products and/or services. Service providers are required to bill applicants for the non-discount portion. The FCC has stated that requiring applicants to pay their share ensures efficiency and accountability in the program. If you are using a trade-in as part of your non-discount portion, please refer to the SLD web site.

RETAIN DOCUMENTATION - Applicants and service providers must retain documentation, including but not limited to, documents showing:

- compliance with all applicable competitive bidding requirements,
- products and/or services delivered (e.g., customer bills detailing make, model and serial number),
- resources necessary to make effective use of E-rate discounts, including the purchase of equipment such as workstations not eligible for support,
- the specific location of each item of E-rate funded equipment, and
- the applicant has paid the non-discount portion.

These documents must be retained and available for review for 5 years.

FREE SERVICES ADVISORY - Applicants and service providers are prohibited from using the Schools and Libraries Support Mechanism to subsidize the procurement of ineligible or unrequested products and services, or from participating in arrangements that have the effect of providing a discount level to applicants greater than that to which applicants are entitled.

Complete program information is posted to the Schools and Libraries Division (SLD) web site at www.sl.universalservice.org. Information is also available by contacting the SLD Client Service Bureau by e-mail at question@universalservice.org, by fax at 1-888-276-8736 or by phone at 1-888-203-8100.

USAC

Schools and Libraries Division
Box 125 - Correspondence Unit
80 South Jefferson Road
Whippany, New Jersey 07981

TIME SENSITIVE MATERIAL

00054
ALBEMARLE COUNTY SCHOOL DIST
BRUCE BENSON
2761 Hydraulic Road
Charlottesville, VA 22901





Albemarle County Public Schools

Office of the Executive Director for Curriculum, Instruction and Technology
401 McIntire Road, Room 349
Charlottesville, Virginia 22902

Phone: (434) 872-4569

Fax: (434) 872-4570

April 22, 2004

Request for Review

Letter of Appeal
Schools and Libraries Division
Box 125 – Correspondence Unit
80 South Jefferson Road
Whippany, NJ 07981

RE: Billed Entity Name: Albemarle County School District
Billed Entity Number: 126474
Form 471 Number: 376254
Form 470 Application Number: 855950000433645
Funding Request Number: 1031045
Funding Year 6: 2003 – 2004
CC Docket No. 02-6

To Whom It May Concern:

Albemarle County Public Schools, Virginia (ACPS) received notification from the Universal Service Administrative Company (USAC) in correspondence dated March 16, 2004, that the ACPS E-Rate funding request, itemized above, was denied in full. The reason given for denial was listed as: "Category of service was changed from telecom to Internal Connections. Given demand, the funding cap will not provide for Internal Connections at your approved discount level to be funded." ACPS believes this denial was made in error and through this appeal, requests USAC overturn its decision and fund discounts for these requested services.

Computers in ACPS are connected and share information among the various buildings and use the network for data transmission and for Internet access. These connections between the buildings are leased from Sprint/Centel Telephone Company of Virginia, a telecommunications provider, as outlined in a multi-year lease agreement, "Agreement for Sprint Lightlink Service (3/27/95)" between ACPS and Sprint/Centel Telephone Company of Virginia. ACPS has since that time upgraded the available bandwidth at each of our existing 28 school locations from 10 MB to 100MB, transported through a GB backbone, in "Addendum #14 to Agreement for Sprint Lightlink Service (2/5/03)".

ACPS is aware that the SLD program rules require amortization over a period of at least 3 years when up-front costs exceed \$500,000. Therefore, as outlined in Item 21, Attachment #1, we submitted the annual pre-discount amount for eligible non-recurring charges of \$253,352.00: a 4-year amortization of the \$1,013,406.00 infrastructure costs for service provider upgrades at our schools. This one time charge was for installation of Service Provider Equipment at the schools and Service Provider Central Office Equipment, allowable under the Federal Communications Commission Brooklyn Library Decision. All equipment meets the following criteria:

- The equipment is provided by Sprint/Centel Telephone Company of Virginia, and ownership will not transfer to ACPS in the future;
- ACPS has no contractual right to exclusive use of the equipment;
- Up-front, non-recurring charges are less than 67% of total charges (recurring plus no-recurring charges);
- The equipment will not be used by ACPS for any purpose other than receipt of the eligible Telecommunication Services of which it is a part;
- There is no contractual or technological restriction for exclusive use of the equipment by ACPS;
- The Local Area Network (LAN) for data communications of ACPS is functional without dependence on the equipment; and
- Responsibility for maintaining the equipment rests with Sprint/Centel Telephone Company of Virginia, not ACPS.

Therefore, ACPS asks USAC, through this appeal, to fund the discounts for the requested services under the original filing category of Telecommunications Service as stated on the initial Form 471, Number: 376254. Thank you for your consideration and please contact me at (434) 872-4569 if you have any questions or require further clarification.

Sincerely,

Debby Stowell

Debby Stowell
Management Analyst



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal - Funding Year 2003-2004

June 18, 2004

Debby Stowell
Albermarle County Public Schools
401 McIntire Road, Room 349
Charlottesville, VA 22902

Re: Billed Entity Number: 126474
471 Application Number: 376254
Funding Request Number(s): 1031045
Your Correspondence Dated: April 22, 2004

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of SLD's Year 2003 Funding Commitment Decision for the Application Number indicated above. This letter explains the basis of SLD's decision. The date of this letter begins the 60-day time period for appealing this decision to the Federal Communications Commission (FCC). If your letter of appeal included more than one Application Number, please note that for each application for which an appeal is submitted, a separate letter is sent.

Funding Request Number: 1031045
Decision on Appeal: **Denied in full**
Explanation:

- On appeal, you seek reversal of the SLD decision that denied this funding request due to the category of service being changed from Telecom Services to Internal Connections and subsequently denied based on the funding cap not providing for Internal Connections at your approved discount level. Upon review of your appeal letter and all supporting documentation, we find that SLD properly denied the funding request.
- During the initial SLD review, you were contacted to provide the Item 21 material to support your funding request. In the contract under the sections for Routers and Hubs, the statement exists that the ownership of these items will be billed as installed, and upon installation become the property of the county.
- The services you listed as telecommunications on your Form 471 included some internal connections services. FCC rules require that where demand for funding

exceeds available support, first priority be given to requests for telecommunications services and Internet access. *See* 47 C.F.R. §54.507(g)(1)(i). FCC rules further require that requests for internal connections be given second priority, and be funded only if funds remain after support has been provided for telecommunications and Internet access through all discount levels in a funding year. *See* 47 C.F.R. § 54.507(g)(1)(ii). Where demand for discounts for internal connections exceeds available support, FCC rules require funding be awarded first to applicants eligible for a ninety percent discount level, and then at each descending single discount percentage until funds are depleted. *See* 47 C.F.R. § 54.507(g)(1)(iii). Program procedures further require that funding requests for telecommunications/Internet access services that include internal connections services be re categorized as internal connections services to prevent priority two services (internal connections) being treated as priority one services (telecommunications and Internet access services) for funding decisions.

- Since your Form 471 included some internal connections services: Routers and Hubs within your Block 5 request for priority one services, your Form 471 request has been re categorized as a request for internal connections services. For Funding Year 2003, there are not sufficient funds to provide internal connections discounts to applicants at your discount rate. Your discount eligibility is 45%. Consequently, SLD denies your appeal because given demand the funding cap will not provide for Internal Connections at your approved discount level to be funded.

If you believe there is a basis for further examination of your application, you may file an appeal with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the above date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience, and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company

AGREEMENT FOR SPRINT LIGHTLINKSM SERVICE

This Agreement is made and entered into this the 27th day of March, 1995, by and between the County of Albemarle, Virginia (hereinafter referred to as "the County"), and Central Telephone Company of Virginia, a Virginia corporation (hereinafter referred to as "Sprint-Centel of Virginia").

WHEREAS, the County desires to have two-way interactive high speed data service provided to the twenty-eight (28) sites specified by the County in its RFP Number 94-12, dated October 10, 1994 (hereinafter referred to as "Sprint LightLinkSM Service" or "the Service"), and

WHEREAS, Sprint-Centel of Virginia is a telecommunications company capable of providing the Service desired by the County, and

WHEREAS, the parties desire to enter into an Agreement whereby Sprint-Centel of Virginia will provide the Service to the County.

NOW, THEREFORE, in consideration of the monies to be paid hereunder and the mutual promises of the parties, it is agreed as follows:

1. SERVICE & PRICING:

(a) Sprint LightLinkSM Service is a time division multiplexing service that provides discrete 4, 10, or 16 Mbps time division slots for each customer to provide customer data security. Individual rings may contain up to seven (7) customer nodes with the eighth node reserved on all rings to provide a link to the network control facility for monitoring and diagnostics. The Hardware employed is ADC Fibermux Magnum 100 or equivalent/better product at each customer node. Bridging between rings is accomplished with a Standard Microsystems Corporation FX-5700 Enterprise Network Switch. This device or equivalent/better will provide bridging between rings as well as between different topologies; namely, 10 Mbps Ethernet/TCP/IP and 4/16 Mbps Token Ring Network. The fiber employed for connectivity is Siecor premium grade or equivalent/higher quality 8.3 micron single mode with a guaranteed dB loss at 1310 nanometers of less than -.3dB per kilometer. All connections/splices/cross-connects will have a dB loss of less than -.5 dB and a reflective loss of less than -30dB.

(b) Sprint-Centel of Virginia will provide, during the term of this Agreement and any extension hereof, the Service as more specifically described herein to the County. It is understood and agreed that the Service is being provided to the County for its use during the term of this Agreement and that the County will not acquire any ownership interest in or to said Service. The County will own the facilities and equipment referred to in Sections 1(p) and 7(a).

(c) The Service shall be used for interactive, high speed data connectivity to enhance rural community development. The County shall not use the Service for any activity prohibited by applicable law nor shall the County utilize the Service as a means to bypass Sprint-Centel of Virginia's Central Office based, public switched network connectivity.

(d) The County may interconnect externally to the Albemarle County Wide Area Network (WAN) the Service provided hereunder by Sprint-Centel of Virginia with any other entity, provided the primary purpose of interconnection is administrative or instructional in nature. In such a case, it is acknowledged and agreed that: (1) Sprint-Centel of Virginia will not be responsible for the quality of the signal received from such interconnection and (2) that the use of the interconnection shall be in compliance with the provisions of this Agreement and all applicable federal and state laws.

(e) Sprint LightLinksm high speed data service provides 10 Mbps TCP/IP and Ethernet connectivity for geographically separated Local Area Networks running the same protocol. This is a bridging service over which IP and/or IPX routing will be accommodated at each site. Sprint LightLinksm will also provide Token Ring Network (TRN) connectivity at either 4 or 16 Mbps. Bridging between these two protocols will be accomplished in Sprint-Centel of Virginia's Charlottesville Central Office in the same way as bridging between nodes on different rings is accomplished. The demark for either type of service is a DB-15 female plug. Various equipment options are specified in the Pricing Section 1(f) below.

(f) Pricing for Sprint lightLinksm high speed data service is specified with either dual laser/optics and power over four fibers or with single laser/optics and power over two fibers. Divergent routing for the dual laser/optics and power and four fiber configuration will be used if available. The term of this contract is sixty (60) months and is initially for 10 Mbps Ethernet Service only. However, pricing for other Sprint LightLinksm Service options and a thirty-six (36) month term length are included below in case the County elects to exercise them during the time this contract is in effect.

Single Laser/Optics and Power

<u>Type of Service</u>	<u>36 Month Agreement</u>	<u>60 Month Agreement</u>	<u>Initial Quantity Selected</u>	<u>Initial Monthly Rate*</u>	<u>Initial One Time Charge</u>
4 Mbps Token Ring	\$698	\$610	0	\$0	\$0
10 Mbps Ethernet	\$740	\$649	28	\$18,172	\$8,400
16 Mbps Token Ring	\$842	\$733	0	\$0	\$0
			LightLinksm Sub-totals:	\$18,172	\$8,400

* Total computed when all sites in this category have been activated. Individual sites will be billed as activated. Sites will be added in the billing period they are established.

Dual Laser/Optics and Power

<u>Type of Service</u>	<u>36 Month Agreement</u>	<u>60 Month Agreement</u>	<u>Initial Quantity Selected</u>	<u>Initial Monthly Rate*</u>	<u>Initial One Time Charge</u>
4 Mbps Token Ring	\$ 834	\$730	0	\$0	\$0
10 Mbps Ethernet	\$ 885	\$776	0	\$0	\$0
16 Mbps Token Ring	\$1,005	\$876	0	\$0	\$0
		LightLink sm	Sub-totals:	\$0	\$0

* Total computed when all sites in this category have been activated. Individual sites will be billed as activated. Sites will be added in the billing period they are established.

(g) There is a one time activation charge of \$300 per site to activate each service at each site.

(h) If the County initially elects a thirty-six (36) month contract for any additional services, at any time during that contract period, the County may elect to change to a sixty (60) month contract period and the billing rate will change with the next billing period. The beginning date of the sixty (60) month contract will be the same as it was with the thirty-six (36) month contract.

(i) The County at any time may upgrade from single laser/optics and power over two fibers to dual laser/optics and power over four fibers. Billing will be changed for those sites effective when the upgrade is complete.

(j) If the County wishes to connect additional sites to this network, the additional sites will be provided at the same contract price provided Sprint-Centel of Virginia fiber has already been deployed within five thousand (5,000) feet along existing or to be acquired utility right of way serving the new facility.

(k) If the County wishes to relocate an existing service to another location, a one time relocation charge of \$600 will be assessed to remove the old location and add the new location. This will be done and service can be continued under the conditions of the original location provided the fiber availability provisions of section 1 (j) above are met.

(l) If the County Board of Supervisors, School Board or act of God or nature causes cessation or change of operations at a County site so that it no longer requires Sprint LightLinksm Service, this service will be discontinued for up to three (3) sites at no cost to the County, and the County will not be billed for those sites until they are made operational again or are relocated as provided for in section 1(k) above..

(m) If the County wishes to activate additional 4, 10, or 16 Mbps services at a location which already has a 4, 10, or 16 Mbps Sprint LightLinksm connection, the one time installation charge of \$300 per site would still apply and the additional service(s) would only be discounted if the original service is continued or one of the additional services becomes the original service and is billed at full rate as specified above. Additional services per site would be discounted as follows:

<u>Additional 4, 10, or 16 Mbps Sprint LightLinksm Service</u>	<u>Monthly Discount</u>
2nd	20%
3rd	30%
4th	40%
5th	50%
6th	60%
7th	70%

(n) Sprint LightLinksm also provides a lower speed data transfer service at 1.544 Mbps. The charge per site for this service is \$150 per month for the first 1.544 Mbps connection, \$125 per month for the second connection, and \$100 per month for the third connection. The fourth connection at a given site would be priced the same as the first connection. The fifth connection at a given site would be priced the same as the second connection. Sixth connection at a given site would be priced the same as the third connection. There is a one time installation charge of \$300 to activate this service at each location. This single activation charge covers activation of up to three 1.544 Mbps Services at that location. If the second and/or third service are not selected at the same time as the first service, there will be a service order charge to initiate billing for them when the County wishes to begin using them.

The following restrictions apply to the Sprint LightLinksm 1.544 Mbps Data Transfer Service:

- To qualify for the 1.544 Mbps Service, the County must be subscribing to Sprint LightLinksm 4, 10, or 16 Mbps Service at that location for as long as the 1.544 Mbps Service is provided.

- This 1.544 Mbps Data Transfer Service cannot be used to access the public switched network, but can be used between two or more customer locations. For example, a Northern Telecom Option 11 PBX and a Northern Telecom Option 61 PBX located at sites where Sprint LightLinksm high speed data service is provided could be connected with this 1.544 Mbps Data Transfer Service to provide fiber based digital connectivity between them. This would allow the Option 11 to access the Public Switched Network through the Option 61 and the Central Office/PBX Trunks connecting the Option 61 to the Public Switched Network.

- This data transfer service is unchannelized and is provided to the County with a DB-15 female copper connector serving as the demark.

(o) The County is guaranteed to receive best pricing for all Sprint LightLinksm Services the County subscribes to during the entire contract period. "Best Pricing" is agreed to mean that if after this contract is signed, Sprint LightLinksm Services or any comparable or higher speed data transfer service under the name LightLinksm or any other name are offered to any other customer in the Charlottesville/Albemarle Area at a price lower than those quoted in this contract, those prices will also be in effect for the County on a go forward basis from the time the lower contract becomes effective. Sprint-Centel agrees to provide written notice to the County at such time as a lower contract price becomes effective.

(p) Sprint-Centel of Virginia can also provide and install ancillary network equipment such as Routers, Hubs, MAU's, and can coordinate vendor training as specified below:

Routers

<u>Service</u>	<u>Cost</u>
- Cisco 2505 Ethernet + 8 Port Router	\$1,276 each
- Cisco 2513 Ethernet & Token Ring Network Router	\$1,756 each
- Cisco 2514 Dual Ethernet Router	\$1,196 each
- Cisco SF25D-10.2.2 IP/IPX Software	\$1,280 each
- 2 Connector Cords	\$ 180 each
- Installation of Hardware	\$ 100 each
- Installation of Software	\$ 500 each
- Cisco SMARTnet Maintenance For 2505 & 2514 Routers (Includes Software Upgrades)	\$ 350 each per year
- Cisco SMARTnet Maintenance For 2513 Router (Includes Software Upgrades)	\$ 400 each per year

Items will be billed as installed, and upon installation become the property of the County. Date of installation will be mutually agreed to by Sprint-Centel of Virginia and the County. Additional router services can be ordered at any time during the period of this contract at these prices.

Hubs & MAUs

<u>Service</u>	<u>Cost</u>
- Synoptics 2800A E-Net 16 Port Hub	\$ 680 each
- Synoptics 2702B-C TR 16 Port MAU	\$1,380 each
- Installation of Either Type Above	\$ 100 each

NOTE: The AUI cord to the router is included in the prices listed above.

Items will be billed as installed, and upon installation become the property of the County. Date of installation will be mutually agreed to by Sprint-Centel of Virginia and the County. Additional Hub/MAU services can be ordered at any time during the period of this contract at these prices.

The parties agree that the quantity and total costs of such ancillary network equipment shall be set forth in writing and shall be attached hereto and incorporated as part of this Agreement. In addition, the parties agree that any available upgrades and/or additional routing capabilities/equipment or network management resources not herein specified but required to make and keep this a "Turn Key" contract as specified in the original RFP may be ordered by the County during the initial or subsequent term(s) and that "Best Pricing" as defined hereunder shall apply to the purchase of such upgrades and equipment.

2. INSTALLATION PERIOD:

Upon approval by the Virginia State Corporation Commission ("Commission"), Sprint-Centel of Virginia will commence installation of the Services for all twenty-eight (28) County sites being provided hereunder. Sprint-Centel of Virginia will use its best efforts to activate the Service within twelve (12) months of its receipt of such approval. However, Sprint-Centel agrees that it will activate the service no later than June 15, 1996 to all twenty-eight (28) sites unless otherwise agreed to in writing by the County. Service will be deemed established on the actual installation date as determined by Sprint-Centel of Virginia (hereinafter referred to as the "In Service Date").

A phased implementation will be agreed to by both parties. As part of this, the first phase of service will be provided to the following six (6) Albemarle County sites within ninety to one hundred twenty (90-120) days of contract signing:

- The County Office Building
- The County Courthouse
- Meriwether-Lewis Elementary
- The Albemarle Resource Center/Murray High
- Virginia Murray Elementary
- UVa's VL-Center/Gilmer Hall for Internet/VAPen connectivity etc.

Once service is provided to these first six (6) facilities, up to sixty (60) days will be provided to conduct full range testing of both the network and the County components that will use this new network, and to permit changing the existing network configuration to optimize data flow over the new network. At the conclusion of the sixty (60) day testing period, billing as provided herein shall commence. Policies and procedures for trouble reporting, access to facilities, and establishing interface procedures to resolve problems the origins of which could reside in either the network itself or the computer components accessing it will also be developed and formalized in writing.

As soon as this is accomplished, deployment of the additional sites will be undertaken. In addition to the six (6) facilities specified above, the following twenty-two (22) facilities will also be connected as part of this agreement:

- Albemarle High
- Broadus Wood Elementary
- Building Services
- Cale Elementary
- Greer Elementary
- Hollymead Elementary
- Red Hill Elementary
- Stone-Robinson Elementary
- Sutherland Middle
- Walton Middle
- Woodbrook Elementary
- Agnor Hurt Elementary
- Brownsville Elementary
- Burley Middle
- Crozet Elementary
- Henley Middle
- Jouett Middle
- Scottsville Elementary
- Stony Point Elementary
- Transportation
- Western Albemarle High
- Yancey Elementary

In addition, the proposed new High School Facility and any ancillary service buildings at that site can be added at any time under the provisions of this contract or its extensions and these sites will have the same end of service date as is in effect under to original contract or any extension thereto at time of installation.

3. TERM AND TERMINATION:

(a) The Initial Term of this Agreement shall be for a period of sixty (60) months, commencing on the date the contract is signed by both parties. Either party may terminate this Agreement at the end of the Initial Term by giving the other written notice ninety (90) days before the end of the term.

(b) The total charges for full initial implementation as specified above are summarized as follows:

One Time Installation Charge:	\$ 8,400
Monthly Recurring Charge When All Twenty-eight (28) Initial Sites Are Established:	\$18,172

(c) Sprint-Centel of Virginia will establish a single bill for the County under which the one time charges and monthly recurring charges for each facility will be billed as they are brought on line. Any ancillary services selected during the contract period can also be billed on this single bill. Additional services can also be incorporated into this bill.

(d) At any time prior to the conclusion of the Initial Term of this Agreement or subsequent term, the County shall have the option of extending the Service for one or more one (1), three (3) or five (5) additional year(s) terms beyond the Initial Term. To exercise this option, the County shall notify Sprint-Centel of Virginia of its desire to extend the Service by providing written notice to Sprint-Centel of Virginia at least sixty (60) days prior to the expiration of the Initial or Subsequent Term(s). Upon exercise of this option by the County, the terms and conditions of this agreement then in effect (together with any written amendments, supplements, and/or modifications) shall also govern for the full term(s) of the extension.

(e) In the event that this option is not exercised as provided hereunder prior to the initial termination date or any extension thereof, then the Service shall terminate on the termination date and both parties are released from any further obligations under the Service agreement or any extension thereof, except for full performance of any pre-existing obligations yet unfulfilled. Further, it is agreed that if the parties are unable to negotiate an extension of the Agreement and the termination date of the Agreement would fall during the current school year, then the Service may continue to be provided at the then existing monthly rate until the end of the school year in progress but not later than June 30 of the then current school year.

4. TERMINATION LIABILITY:

(a) In the event that the County terminates the Service prior to the end of the Initial Term, the County shall pay a termination charge in the amount of \$18,172 for each remaining month of the unexpired term of this Agreement. However, the above termination charges will not apply in the event the Board of Supervisors of the County fails to appropriate funds for the purposes set forth in this Agreement.

(b) The parties further agree that in the event the Board of Supervisors of the County fails to appropriate funds for the purposes set forth in this Agreement, all obligations hereunder shall cease, and the County shall have no further liability for any amounts due under this Agreement, including, but not limited to, any termination charges.

5. WARRANTY:

Sprint-Centel of Virginia will provide the Service on a 24-hour-a-day, 7-day-per-week basis. Sprint-Centel of Virginia does not warrant that the Service will be provided without interruption. In the case of a service interruption caused by Sprint-Centel of Virginia, Sprint-Centel of Virginia shall refund to the County in the form of a credit to Sprint-Centel of Virginia's service charge for the period during which the service was interrupted. Such credit will not be given for service interruption caused by the County or by activities or facilities furnished by the County or third parties. **SPRINT-CENTEL OF VIRGINIA MAKES THIS WARRANTY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HOWEVER, THE PARTIES AGREE THAT THIS SECTION SHALL NOT APPLY TO ANY ANCILLARY EQUIPMENT AS SET FORTH IN SECTION 1(p) WHICH SHALL BE COVERED UNDER APPLICABLE MANUFACTURERS' WARRANTIES.**

6. MAINTENANCE:

Sprint-Centel of Virginia shall own, have exclusive access to, and shall maintain all fiber optic cable, splices, connectors and time division multiplexers associated with the Service.

Network maintenance/support will be provided as part of this agreement by Sprint-Centel of Virginia personnel who will be augmented by ADC Fibermux personnel as needed. The anticipated response time to a major trouble call is two (2) hours and the guaranteed response time is four (4) hours by trained personnel. Prior coordination with the building services personnel specified and kept current by the County in writing, will enable Sprint-Centel of Virginia to have access to network facilities located at each site during normal working hours for County personnel. Special arrangements for access to these facilities during non-normal business hours will be coordinated in advance with the same personnel specified by the County. The County agrees to pay Sprint-Centel of Virginia its then prevailing rates for time and materials for maintenance service provided by Sprint-Centel of Virginia to identify or correct any failure caused by facilities or equipment not furnished by Sprint-Centel of Virginia or to repair damage or interruptions caused by the County or the County's equipment.

7. FACILITIES AND EQUIPMENT:

(a) The County will provide an environmentally suitable location to house the on site Sprint LightLinksm Equipment. Suitability is defined as an environment which will not cause damage to computer-type equipment due to excessive heat, dust, or moisture. This facility will also provide working space for personnel installing and servicing this equipment. 110 Volt AC power will be required as will a way to lock/secure the facility to protect the equipment. Sprint-Centel of Virginia and the County will jointly agree as to the suitability of the facility to house the equipment based on an actual inspection of the facilities in question. They will also jointly agree on the location of the facility entrance point and where the Sprint LightLinksm equipment will be placed at each location. The County will be required to provide 2" metal conduit from the building entrance to the location where the outside fiber is spliced to the inside fiber. This may be at the building entrance or at another location mutually agreed to for the splice point. The County will then provide 1" metal conduit from that splice point to the location agreed to for the LightLinksm equipment. The County will also provide a 2 or 3 inch sleeve/entrance to the building and extend conduit on the outside of the building entrance to below ground with 3 inch conduit if required. Size of the conduit can be further, jointly determined by the parties depending on the length and number of turns in the run. County will provide a 2' by 3' by 3/4 " thick wall mounted plywood sheet either at the building entrance or at the agreed to splice location for mounting the fiber splice housing. Excess outside fiber may be rolled and left at the building entrance to facilitate any resplicing of the fiber due to damage after installation. If it is necessary for Sprint-Centel of Virginia to trench through any asphalt, the County agrees to resurface the asphalt. Additional construction responsibilities which have been jointly agreed to are specified by site at Appendix A attached hereto and incorporated by reference.

(b) Sprint LightLinksm consists of a 23 inch wide by 4 foot high mounting rack which may be a cabinet with locking doors. This will contain the Siecor fiber splice tray, the ADC Fibermux Magnum 100, a 600 V/A UPS and a power strip.

8. TARIFFS AND STATE UTILITY REGULATION:

(a) The Service will be provided pursuant to a special tariff. Except as set forth in that tariff and in this Agreement, the parties agree to be mutually bound by the terms and conditions of other applicable tariffs on file with the Commission during the term of this Agreement. In the case of any conflict between the terms of other tariffs and this Agreement, including the special tariff, the terms and conditions of this Agreement and the special tariff shall prevail. This Agreement shall not become effective and the Service shall not be provided until the special tariff is approved.

(b) This Agreement shall at all times be subject to changes, modifications, orders and rulings by the Commission related to any of the applicable tariffs.

9. LIMITATION OF LIABILITY:

With respect to claims arising out of the provision of Service set forth in this Agreement, the parties agree that liability shall be governed by the laws of the Commonwealth of Virginia, and that each party shall be entitled to avail themselves of all legal or equitable remedies under applicable law.

10. INDEPENDENT CONTRACTOR RELATIONSHIP:

Sprint-Centel of Virginia shall remain an independent contractor in providing the service under this Agreement and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. The persons provided by Sprint-Centel of Virginia shall be solely Sprint-Centel of Virginia's employees and shall not be considered employees of the County.

Sprint-Centel of Virginia shall be responsible for payment of federal, state and municipal taxes and costs such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding with respect to its employees.

11. COMPLIANCE WITH LAWS AND REGULATIONS:

The parties shall comply with all federal, state and local laws and regulations applicable to their performance as described in this Agreement.

12. DELAYED PERFORMANCE:

In the event performance of this Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of acts of God, wars, revolution, civil commotion, acts of

rights or obligations hereunder, to its parent company or to an affiliated company of Sprint-Centel of Virginia; provided that the County's consent hereto cannot be unreasonably withheld.

16. ENTIRE AGREEMENT:

Except for written amendments, supplements or modifications made after the execution of this Agreement by mutual consent of the parties hereto and the tariffs on file with and approved by the Commission, this Agreement represents the entire Agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior negotiations, representations and agreements, either oral or written.

CENTRAL TELEPHONE COMPANY
OF VIRGINIA

BY: William E. Dush
TITLE: President
DATE: 4-3-95

LEGAL REVIEW CONDUCTED:

BY: Elizabeth L. Penning
TITLE: attorney
DATE: March 24, 1995

COUNTY OF ALBEMARLE

BY: R. Edward Koon
TITLE: Chief of Financial Management
DATE: March 22, 1995

APPROVED AS TO FORM:

BY: Walter Stewart
TITLE: Deputy County Attorney
DATE: 4/4/95

Appendix A

Construction responsibilities by site beyond those specified in Section 7(a) of the basic document:

Albemarle High: Building Services will verify it is okay to trench along side of school.

Albemarle Resource Center/Murray High: Building Services will provide measurement from splice point to equipment location. Building Services will check on possible impact of renovation to equipment location.

Agnor Hurt Elementary: County needs to move cabinet.

Broadus Wood Elementary: Building Services will run 3" conduit from the building entrance to the end of the building.

Brownsville Elementary: Building Services will provide 3" conduit from the building entrance along wall to left of entrance and extend 18" into the ground. Building services will reroute water drain pipes away from equipment location.

Building Services: Location of equipment needs to be determined. Building Services will provide distance from splice point to equipment location.

Burley Middle: Building Services will place 3" conduit from building entrance by small fan to 18" below ground.

Cale Elementary: None additional.

County Courthouse: County will provide new 4" metal conduit from utility pole through building entrance. Air Conditioning/Dehumidification system will be checked/repared.

County Office Building: Conduit available inside and outside. County will verify location where external conduit terminates and that it is serviceable. County will provide measurement of distance from basement splice point to computer room via the existing conduit.

Crozet Elementary: Sprint will attempt to use existing conduit. If this is not possible, Building Services will provide new building entrance and 3" conduit extending 18" into ground.

Greer Elementary: None additional.

Henley Middle: None additional.

Hollymead Elementary: None additional.

Jouett Middle: None additional.

Meriwether-Lewis Elementary: None additional.

Red Hill Elementary: None additional.

Scottsville Elementary: Building Services provided plans showing conduit. Sprint will attempt to use this conduit. If it cannot be used, Building Services will place a 3" conduit from the building entrance to the room with the hubs in it.

Stone-Robinson Elementary: None additional.

Stony Point Elementary: Building Services will provide measurement from splice point to equipment location.

Sutherland Middle: None additional.

Transportation: Location of equipment still to be determined because of renovations. Building Services will verify location of conduit extending under parking lot.

UVa's VL-Center/Gilmer Hall: None additional.

Virginia Murray Elementary: Plans provided by Building Services shows conduit available running under front driveway. Sprint will trench to this and use it for the installation. Building Services will provide distance measurement from the fiber splice point to the equipment location.

Walton Middle: None additional.

Western Albemarle High: Building Services will confirm water main and fuel tank locations. Building Services will extend 3" conduit from building entrance to 18" below ground next to existing fence.

Woodbrook Elementary: Building Services will provide 3" conduit from building entrance to 18" below ground. Building Services will provide update on building renovation plans.

Yancey Elementary: Building Services will provide distance from splice point to equipment location.

RECEIVED 08/19/96 JK



August 7, 1996

Mr. Fred Kruger
Director of Information Services
County of Albemarle
401 McIntire Road
Charlottesville, Virginia 22901-4596

Dear Fred:

Per our conversation, this letter is provided for your records. The one time charge for the initial Albemarle County 28 LightLink Sites of \$300 per site totaling \$8,400 as referenced in Paragraphs 1 (f) & 3 (b) of the contract signed by your attorney on April 4, 1995 is waived. A \$300 one time charge will apply to any future sites added to this network.

Sincerely,

A handwritten signature in cursive script that reads "Michael J. O'Shea".

Michael J. O'Shea
Project Manager



COPY

COUNTY OF ALBEMARLE
Department of Information Services
401 McIntire Road
Charlottesville, Virginia 22902
Telephone (804) 296-5814

March 4, 1997

Mr. A.T. Anderson
Account Executive
2307 Hyrdraulic Road
Charlottesville, VA 22906

Dear A.T.,

Albemarle County Information Services requests that you upgrade all Wide Area Network (WAN) Sprint LightLink Service sites from single laser/optics and power over two (2) fibers to dual laser/optics and power over four (4) fibers. This upgrade is a current option of the Agreement for Sprint LightLink Service. The per site monthly charge will increase from \$649.00 to \$776.00. Information Services had budgeted to implement this option to provide isolation of individual sites for better WAN uptime.

All installations should be made as quickly as possible, but it is imperative that each site's planning, installation, testing and cutover be coordinated carefully with Fred Schubert, Deputy Director of Information Services. Interruption of services must be avoided unless impossible and accepted by Fred Schubert.

I would appreciate continuous written updates on the status of these upgrades. If you have any questions about this request, please do not hesitate calling me at 296-5814.

Sincerely,

A handwritten signature in cursive script that reads "Fred".

✓ Fred Kruger
Director of Information Services

FK/mem

COPIES: Richard E. Huff, II, Deputy County Executive
Frank Morgan, Assistant Superintendent for Support Services
✓ Fred Schubert, Deputy Director of Information Services
Ed Koonce, Chief of Financial Management

Handwritten initials "FK" and the date "3/5/97" written in cursive.