



Memorandum of Understanding

Between

Nobilite Communications LLC

And

County of Monterey

This Memorandum of Understanding (MOU) sets forth the terms and understandings between Nobilite Communications LLC (Nobilite) and the County of Monterey (County), a political subdivision of the State of California, in connection with the Customer Letter of Agency executed by Nobilite and County, providing that Nobilite will act as an AT&T Solutions Provider on behalf of County as an “Affiliate” under the terms of the Master Agreement between AT&T and County approved by the County on August 27, 2019. A copy of the Customer Letter of Agency (LOA) executed by Nobilite and County is attached to this Memorandum of Understanding and is incorporated by reference as Exhibit A.

Terms

Nobilite represents that there is no charge to County for Nobilite services rendered to County pursuant to the LOA. Nobilite will not bill County for placing orders with AT&T for County purchase of AT&T products and services.

Nobilite represents that the cost of AT&T services purchased by County, through Nobilite, pursuant to the attached LOA, will not be increased in any manner due to placing the order through Nobilite. County will be charged either State of California CALNET rates or AT&T discounted promotional rates, without imposition of additional charges by Nobilite.

Nobilite agrees that no exclusivity for procurement of AT&T services and products is conferred upon it by the LOA. County remains free to purchase AT&T services directly from AT&T, through another AT&T broker or agent, or by any other lawful procurement method.

Nobilite represents that billing for AT&T products and services purchased by County through Nobilite, pursuant to the attached LOA, will come directly from AT&T. AT&T billings for services and products purchased through Nobilite, pursuant to the attached LOA, will be identical to AT&T billings for services and products purchased directly from AT&T.

The parties agree that the statement in the LOA that County, by virtue of its signature on the LOA, agrees “to all applicable tariffs” means that the County will be charged FCC-PUC tariff, CalNet or promotional rates for AT&T services, as agreed to by the county. Tariff is a state and Federal pricing term. It applies to FCC and PUC regulated Telco’s like AT&T.

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Nobilite LLC and Monterey County
AT&T Products and Services**



The parties agree that Nobilite has no authority to enter into contracts on behalf of County. Thus, the language in the attached LOA, stating that Nobilite is "authorized to make changes to [County] accounts via orders for all services provided by AT&T only applies to orders placed and authorized by the County. County retains authority to order services from AT&T and only County can authorize changes to County's AT&T accounts.

Nobilite agrees that it will maintain the confidentiality of all data the County discloses to it in order to procure AT&T services and products. Nobilite agrees that it will maintain the confidentiality of data regarding the County's account(s) with AT&T. Nobilite agrees to the confidentiality terms set forth in the Non-Disclosure Agreement attached as Exhibit B.

The parties agree that the above terms apply to Nobilite's performance of the following activities:

- Placing orders for wireless and wireline services with AT&T
- such other AT&T products and services as County may request of Nobilite and Nobilite agrees to provide

Integration; Amendment; Duration

Together with the attached LOA and Non-Disclosure Agreement, this MOU represents the entire agreement between the parties regarding Nobilite's services as a broker of AT&T products and services on behalf of County. Together with the attached LOA and Non-Disclosure Agreement, this MOU supersedes any prior written or verbal negotiations which may have occurred between the parties.

This MOU may only be modified by mutual consent, in writing, by authorized officials from Nobilite and the County of Monterey.

This MOU shall become effective upon signature by the authorized officials and will remain in effect for three (3) years from the effective date or until terminated by either party or terminated by mutual consent. Either party may terminate this MOU, including the attached LOA, by providing the other party with fifteen (15) days advance written notice, delivered to the persons identified below. The requirement to maintain the confidentiality of County's data and information, as specified in the Non-Disclosure Agreement, survives the termination of this MOU and the LOA.



NOBILITE
COMMUNICATIONS

Contact Information

Nobilite Communications LLC
Jane Hayward
CEO

County of Monterey, ITD
Eric A. Chatham
Director of Information Technology
831-759-6920

Jane Hayward Date: 7/2/19
Nobilite Communications LLC

Date: _____
County of Monterey

APPROVED AS TO FORM
Rebecca M. Ceniceros
DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY
Rebecca M. Ceniceros

Reviewed as to fiscal provisions
[Signature]
Auditor-Controller
County of Monterey 7-15-19