

RESOLUTION APPROVING A TELECOMMUNICATION SERVICE AGREEMENT WITH EASTON TELECOM SERVICES AND ASHTABULA COUNTY NURSING & REHABILITATION CENTER, ACNRC

WHEREAS, Constance L. Eyman, County Home Administrator, has presented an agreement for the approval of the Board, to-wit:

Provider: Easton Telecom Services, L.L.C. Summit 11, 3046 Brecksville Road, Unit A Richfield, Ohio 44288

Scope: Service agreement to provide broadband communications and telecommunication service

Cost: Not to exceed \$40,000 per term; \$1041.90 monthly

Term: three (3) years, beginning 12/1/2021 and ending 12/1/2024 with automatic renewal for successive one-year, unless sooner terminated as provided herein. Upon expiration, the term shall be extended automatically on a month-to month basis, unless and until either party gives the other no less than 30 days prior written notice of termination or contract extension

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the contract outlined above is hereby approved in accordance with the copy on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-12ACNH

September 28, 2021

**RESOLUTION APPROVING A TELECOMMUNICATION SERVICE AGREEMENT
WITH EASTON TELECOM SERVICES AND ASHTABULA COUNTY NURSING &
REHABILITATION CENTER, ACNRC**

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio



Master Service Agreement

Company Name Ashtabula County Nursing Home
Address 1 5740 Dibble Rd.
Address 2 _____
City Kingsville State OH Zip 44048

This Agreement, the Service Order Form and the Terms and Conditions on the Easton Telecom Service website (www.eastontelecom.com), cover the terms and conditions of telecommunication services and broadband communications services provided through Easton to customer. Customer assumes responsibility for payment of any and all charges on Customer's lines or working telephone numbers within 25 days of invoice date. A late fee of 1.5% per month (18% per annum) of the total invoice amount will be assigned to a late payment. The Customer certifies that any credit or financial information submitted to EASTON is correct and true. The customer authorized EASTON to perform credit checks and to investigate the bank references and other credit information submitted to EASTON. Furthermore, I understand the terms and conditions of this agreement and have seen a copy of the proposed rates.

CONFIDENTIALITY: During the term and for a period of one year, neither party shall disclose any proprietary information of the other party. Proprietary information shall remain the property of the disclosing party. A party receiving proprietary information shall (1): use such information only when necessary to perform this Service; (2): provide at least the same care to avoid unauthorized use of such information as it provides to protect its own proprietary information; (3): limit access to such information to its employees or agents who need such information to perform this Service; and (4): upon request, return or destroy all such information, including copies, after the need for it has expired or upon termination of this Service.

Term: The service shall be provided for term length as specified on the Service Order Form, unless sooner terminated as provided herein. Upon expiration, the term shall be extended automatically on a month-to-month basis, unless and until either party gives the other no less than 30 days' prior written notice of termination or contract extension.

Should the subscriber discontinue the service within the stated committed time period, Easton reserves the right to bill subscriber for the amount of the monthly fees multiplied by the number of months remaining in the term agreement, less any direct and actual out-of-pocket savings, if any, enjoyed and calculable by Easton as a direct result of not providing the service. The subscriber agrees to pay said invoice upon receipt of billing, as liquidated damages for breach of customer's term commitment.

SERVICE CHARGES: Subscriber shall be responsible for recurring and non-recurring charges resulting from changes in account status for the term of this Service.

International Usage - As a standard policy to help prevent fraudulent usage, Easton generally places a block on international calling (011+) on all new accounts. If international calling is needed, then the End User must request the service in writing.

Fraudulent Usage Customer is solely responsible for all usage of the Services, fraudulent or otherwise. Claims of fraudulent usage shall not constitute a valid basis for dispute of an invoice. The Parties agree that Customer, and not Company, shall bear all risk of loss arising from fraudulent or unauthorized use of the Services. Company reserves the right, but has no duty, to take any action it deems appropriate to prevent any fraud or abuse in connection with the Services, consistent with applicable federal and state laws and regulations. Under no circumstances shall Company be held liable for any liabilities or damages resulting from or arising out of any action or inaction of Company under this provision.

If Customer believes it has been billed in error or otherwise disputes a charge, Customer must notify Easton within 90 days of the date of the invoice containing the disputed charge. Customer's notice must specifically detail the dispute and provide supporting documentation for the amount in dispute. Easton may assess a late fee of 1.5% per month (not to exceed the maximum rate allowed under state law) on any undisputed balances not paid when due or any disputed balances later to be found correct. Late fees may be assessed, as of the original Payment Due By Date, against any disputed amount denied by Easton. Late fees may be assessed, as of the original Payment Due By Date, against any disputed amount denied by Easton. Easton has the option to suspend Services and/or pursue any and all other legal remedies until payment is made. Termination of services may follow.

LIMITATION OF LIABILITY: In no event shall either party be liable for special, indirect, incidental, consequential or exemplary damages, including loss of profits, loss of goodwill arising from the relationship or conduct of business there under. Easton will not be liable for the actions, omissions, or negligence of any other company furnishing any portion of service to Subscriber. Easton will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to, civil disorders, fire, flood or other disasters, labor problems or regulations or actions taken by any governmental agency having jurisdiction over Easton. Subscriber shall indemnify and hold harmless Easton against (1) claims for libel, slander, or infringement of copyright arising out of the material data information, or other content transmitted over facilities furnished by Easton; (2) claims for damage to Subscriber's or authorized users premises including claims made by a third party resulting from the furnishing of service by Easton when said damage is not the result of negligence of Easton agents or employees; (3) patent infringement claims arising from combining or connecting Easton channels with Subscriber provided equipment or systems. The liability of Easton for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service or equipment shall in no event exceed the amount equivalent to the proportionate charge to the Subscriber for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission occur.

Upon occasion, during the installation and/or testing phase of placing your orders in service, costs or expenses are incurred by the Customer (e.g., to verify it's our equipment or to inspect the functionality if it's our equipment.) Easton will only be responsible for costs actually and directly incurred by it (and not by the Customer) or for the Customer's costs if, and only if, Easton has accepted that responsibility in writing prior to the Customer incurring those costs.

TARIFF SERVICES: Services offered by Easton under this Agreement may be subject to various tariffs. These may include state and federal tariffs. Subscriber agrees to the terms, conditions, and limitations as set forth in such tariffs, which are available upon subscribers' request. In the event of a conflict between this Service Agreement and the appropriate tariff, the tariff shall control.

Customer Understands That:

1. Easton will make all arrangements with the underlying carrier and local phone companies to install the above services(s) after appropriate credit requirements are met.
2. Customer understands that all services ordered through Easton will be an Easton billed product.
3. Customer retains control over their services and appoints EASTON as their agent in matters regarding the services.
4. Customer may withdraw from the service at any time with thirty (30) business days prior written notice without further cost or obligations provided customer has not enrolled in an EASTON Term Plan or promotion and all invoices through the date of termination are paid in full.
5. Customer will be responsible for Easton's fees based upon costs as presented above. Easton's fees as described above will be payable only after the service(s) have been installed, and may include a partial month's billing. Fees for service will be based on proposed circuit information and may be altered due to tariff changes or supplier price changes without notice.
6. Customer's service(s) is(are) subject to disconnection if customer fails to pay their Easton invoices within twenty-five (25) days.



Master Service Agreement

7. Customer understands they will be responsible for all fees for service to the time of disconnection of service including but not limited to all late fees, service fees, installation fees, termination charges and/or liquidated damages in the event of early termination of an Easton Term Plan.
8. The Services Term commences upon installation of the Service by Easton ("Installation Date"). Installation of Service occurs at the delivery of operating circuits to the demarcation terminal at the Customer's premises ("Installation of Service"). Easton will use reasonable efforts to install Services on the date agreed upon by the parties; however, Easton does not guarantee that Services will be installed and provisioned on Customer's desired due date. Upon the expiration of the Services Term, this Agreement and the Services will continue on a month-to-month until terminated by either party on thirty (30) days' written notice to the other party.
9. Installation of service is contingent upon Easton's approval of customer's credit.
10. Easton is not responsible for charges incurred by equipment installation, equipment vendors, local phone companies or any service that was not provided by EASTON for this service, nor for any cost expense or loss occurred by reason of or during the installation and testing phase of this agreement not caused by Easton's gross negligence or intentional acts.
11. If applicable, credits will be issued in accordance with Easton's Service Level Agreement.
12. Unless otherwise noted upon expiration of a contract's time period the customer's service shall continue on a month to month basis, unless and until either party gives the other no less than 30 days written notice of termination or contract extension, if the customer's bills from Easton are then current.
13. Easton is not responsible for the disconnection of Customer's services which are not provided by Easton and Easton is not liable for any charges arising from the failure of the Customer to disconnect said services.

Dedicated Voice - Customer agrees to terminate at least 80% of Customer's total outbound usage to, and Customer agrees to originate at least 80% of Customer's total inbound usage from, tandems owned and operated by Regional Bell Operating Companies (RBOC's) within any given billing cycle. Easton will apply a surcharge of \$.04 per minute of use to the number of minutes by which Customer's Non-RBOC outbound termination and inbound origination usage exceeds 20% of Customer's total usage within any given billing cycle.

POTS utilizing the AT&T network - 1,500 minutes of local usage are included per line, per month. If customer exceeds allotted minutes, Easton reserves the right to bill the customer \$.015 per minute for local calling.

Versa-T - Downgrading Bonded T1 bandwidth during the original Term of the Circuit will result in Early Termination charges. Early Termination charges represent the difference of the current Bonded T1 circuit MRC and the lower Bonded T1 circuit MRC multiplied by the remaining months left in the initial Term. The new, lower Mbps Bonded T1 circuit will assume the Term of the original, higher Mbps Bonded T1 MRC.

Easton Digital Voice (EDV) - Easton strives to provide VoIP Service availability. Easton will use reasonable efforts to avoid unanticipated service interruptions and to minimize any VoIP Service disruptions that may occur. A "VoIP Outage" is defined as when an "End User" cannot make or receive any calls because of application or network issues related to network elements directly under Easton's control (this does not include internet access and/or customer premise equipment failure). If Customer notifies Easton of a VoIP outage (by opening a trouble ticket at the time of the incident) and the outage isn't sufficiently repaired within five (5) business days, then the Customer shall be entitled to withdraw from the VoIP Term and Service Agreement without incurring liquidated damages. Service Termination will not be granted for issues including, but not limited to, (a) interruptions of VoIP Service during Easton's scheduled maintenance windows, (b) problems with, or maintenance on, equipment or broadband access (including changes to or reconfiguration of Customer's CPE not authorized by Easton), or (c) Force Majeure events.

EDV EQUIPMENT - Customer will provide equipment compatible with the Service network and facilities. Customer will bear the costs of any additional equipment required to be installed to maintain compatibility with the network and facilities. Customer acknowledges the equipment to be provided may require occasional access by supplier to evaluate and verify the functionality of the voice and internet protocols sold to customer. Customer authorizes access to those protocols by supplier for that limited purpose.

EBill - Customer understands that Easton is not responsible for incorrect, changed, or undeliverable email addresses. Easton is not responsible for damage caused by harmful transmissions as a result of viewing the invoice or receiving notification emails regarding Easton's EBill. By choosing Easton ebill customer has elected to not receive a hard copy of the monthly invoice, but will be able to view and/or print customer statement online, and mail in the printed statement with payment. Customer will be responsible for keeping a record of the user name and password. Customer agrees to keep this information confidential to prevent unauthorized access to the account(s). Customer must establish internal security procedures to prevent use by unauthorized employees. Customer agrees that Easton Telecom Services, L.L.C. is not responsible for customer's misuse or disclosure of customer's password. When Customer uses the Easton ebill to pay the monthly invoice(s), Customer is authorizing Easton to use the credit card entered as a form of payment for the entire amount due.

Acceptance

BY SIGNATURE BELOW, CUSTOMER ACKNOWLEDGES HAVING READ THE TERMS ON THE ATTACHED AND AGREES TO BE BOUND BY THEM.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written below.
ALL RATES ARE SUBJECT TO APPLICABLE TAXES.

Customer Acceptance		Easton Acceptance	
Company Name	Ashtabula County Nursing Home	Easton Telecom Services	
Signature		Signature	
Printed Name	Kathryn Whittington		Robert E. Mocas, President
Title	President	Date	
Date	9-28-21	Distributor	



Service Order Form

Credit Information

Federal Tax ID _____ Years In Business _____

Comments _____

Acceptance

This agreement, the Master Service Agreement, and the Terms and Conditions on the Easton Telecom Service website (www.eastontelecom.com), cover the terms and conditions of telecommunications services and broadband communications services provided through Easton to customer. Customer assumes responsibility for payment of any and all charges on Customer's lines or working telephone numbers within 25 days of invoice date. A late fee of 1.5% per month (18% per annum) of the total invoice amount will be assigned to a late payment. The Customer certifies that any credit or financial information submitted to EASTON is correct and true. The customer authorized EASTON to perform credit checks and to investigate the bank references and other credit information submitted to EASTON. Furthermore, I understand the terms and conditions of this agreement and have seen a copy of the proposed rates.

Term: The service shall be provided for the term specified above, unless sooner terminated as provided herein. Upon expiration, the term shall be extended automatically on a month-to-month basis, unless and until either party gives the other no less than 30 days' prior written notice of termination or contract extension.

Easton reserves the right to change rates proportionally as Easton's rates from its suppliers change.

E911/911 Customer understands and acknowledges that Easton Digital Voice Customer Premise Equipment is electrically powered and in the event of a power outage E911/911 may not be available.

Limitation of Liability and Indemnification: Customer acknowledges and understands that Easton Telecom Services L.L.C.'s liability is limited for any Service outage and/or inability to dial Emergency Calling Service from your line or to access emergency service personnel, as set forth in this document. Customer agrees to defend, indemnify, and hold harmless Easton Telecom, its officers, directors, employees, affiliates, and agents and any other service provider who furnishes services to YOU in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service resulting to the absence, failure or outage of the Service, including Emergency Calling Service dialing and/or inability of Customer or any third person or party or user of Customer's Service to be able to dial 911 or to access emergency service personnel.

By initialing below Customer acknowledges having read and understands the above information regarding the limitations on the 911 and E-911 emergency services available through Easton Telecom's service.

kh Customer Initials

	Customer Acceptance	Easton Acceptance
Authorized Signature	<i>Kathryn Whitt Johnson</i>	
Printed Name	Kathryn Whitt Johnson	Robert Mocas
Title	President	President
Date	9-28-11	<i>Robert E. Mocas</i>
		Distr Name



Service Order Form

Company Name Ashtabula County Nursing Home Technical Contact _____
 * Service Address 5740 Dibble Rd. Phone _____
 Floor/Suite _____ Email _____
 City Kingeville State OH Zip 44048

If the address above is not the billing address, please enter it below:

Billing Name _____ Billing Contact _____
 Address _____ Phone _____
 Floor/Suite _____ Email _____
 City _____ State _____ Zip _____

* This address will be used for Emergency 911 services.

THIS SERVICE AGREEMENT ("Agreement") is by and between EASTON TELECOM SERVICES, L.L.C. ("Easton") with its principal place of business at Summit II, 3046 Brecksville Road, Unit A, Richfield, Ohio 44288 and Ashtabula County Nursing Home. This agreement is entered into on the date of installation and shall extend through the term length indicated below:

Service Information									
Service Type	Term (Months)	Initial	Underlying Network	Speed	QTY	MRC	Total MRC	Install	
EDV PRI (23 Channels)	36m		EDV		1	\$ 237.00	\$ 237.00	\$ 0.00	
Dedicated Internet (Fiber)	36m		Spec	50m/50m	1	\$ 758.00	\$ 758.00	\$ 0.00	
DIDS	36m		EDV		129	\$ 45.15	\$ 45.15	\$ 50.00	
E911	36m		EDV		1	\$ 1.75	\$ 1.75	\$ 0.00	
							Totals:	\$ 1,041.80	\$ 50.00

Easton Digital Voice		
Outbound Overage Rate	Inbound Rate	Toll Free Rate
\$ 0.0750	\$0.015	\$ 0.0175

Service	POTS, PRI, Versa-T Usage Rates			
	Outbound Long Distance		Toll Free	
	Interstate	Intrastate	Interstate	Intrastate

Additional Features/Services	QTY	MRC	Total MRC	MRC	Total MRC

Invoice Type _____ Tax Exempt _____
 Detail Monthly Invoice Charge _____ State _____
 Standard Federal _____
 Ebill

Please provide the contact name and email address for the person responsible for receipt and payment of your monthly Easton bill.
 Contact Name: _____ Email: _____

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of: **ACRNC CONTRACT SERVICES 4008.025.100.800** in the amount of \$40,000 and free from any previous encumbrances.

Agreement Title: Easton Telecom Services




David Thomas
Ashtabula County Auditor

Date: 9/28/2021

Signature Page

Agreement Title: Agreement with Easton Telecom Service, Inc.

Approved as to Legal Form Only:

By: 

Colleen M. O'Toole,
Ashtabula County Prosecutor

Dated: 9/16/ _____, 2021