

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: Minutes of the Meeting held June 2, 1983

Present: President, William C. Parrish  
Commissioner, Dexter L. Buckley, Jr.  
Commissioner, Holmes R. Shaver

On this day the Commission witnessed the swearing in of seven part-time employees in the Sheriff's Tax Department.

Also sworn in today was Mrs. Ellen Brown for another three-year appointment to the Board of Western District Guidance Center.

Today, upon a unanimous decision of the Wood County Commission of Wood County, it was ORDERED that the bid for a complete telephone system for the Wood County Court House, Wood County Correctional Center, and the Wood County Judicial Annex, be awarded to American Bell of City Center West, 900 Pennsylvania Avenue, Charleston, West Virginia, in the amount of \$159,299 contingent upon a letter being received from them in which they address these two stipulations: 1. that they provide 15 years of parts; and, 2. their response to down-time. Order is in attachment.

The Commission received and approved the following Purchase Orders:

Purchase Order #7098, to Noe Office Supply, in the amount of \$271.50, for the Circuit Clerk's Office.

Purchase Order #7100, to R. D. Wilson Sons, in the amount of \$35.60, for Maintenance Department.

Purchase Order #7101, to Eddie's Auto Parts, in the amount of \$8.00, for the Maintenance Department.

Purchase Order #7102, to Goldsmit-Black, in the amount of \$110.04, for the Correctional Center.

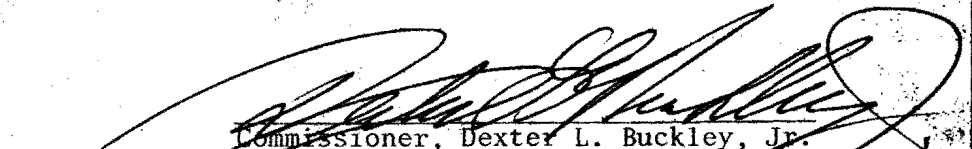
Purchase Order #7103, to R. D. Wilson Sons, in the amount of \$100.61, for the Correctional Center.

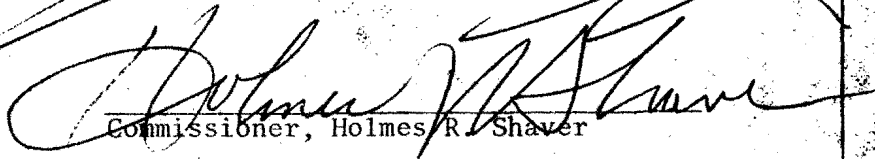
Purchase Order #7104, to Parkersburg Chemical & Janitor Supplies, in the amount of \$50.50, for the Maintenance Department.

Approved:

THE COUNTY COMMISSION OF WOOD COUNTY

President, William C. Parrish

  
Commissioner, Dexter L. Buckley, Jr.

  
Commissioner, Holmes R. Shaver

June 2, 1983

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: ACCEPTANCE OF BID UPON BIDS AND QUOTES RECEIVED  
AS ADVERTISEMENT FOR A COMPLETE TELEPHONE SYSTEM  
FOR THE WOOD COUNTY COURT HOUSE, WOOD COUNTY  
CORRECTIONAL CENTER, AND THE WOOD COUNTY JUDICIAL  
ANNEX.

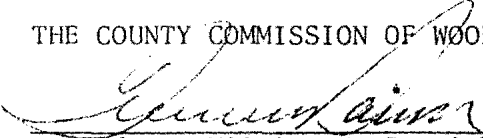
O R D E R


Upon a unanimous decision of the Wood County Commission of Wood County, it is hereby ORDERED that the bid for a complete telephone system for the Wood County Court House, Wood County Correctional Center, and the Wood County Judicial Annex, be and is hereby awarded to American Bell of City Center West, 900 Pennsylvania Avenue, Charleston, West Virginia, in the amount of \$159,299 contingent upon a letter being received from them in which they address these two (2) stipulations: 1. that they provide 15 years of parts; and, 2. their response to down-time. American Bell will be required to furnish a Performance Bond and Labor and Material Bond for 100% of the contract.


Dated this the 2nd day of June, 1983.

Approved:

THE COUNTY COMMISSION OF WOOD COUNTY

  
President, William C. Parrish

  
Commissioner, Dexter L. Buckley, Jr.

  
Commissioner, Holmes R. Shaver

ENTERED: June 2, 1983

**SERVICE/PURCHASE AGREEMENT**

American Bell Inc. ("ABI")

Customer Name Wood County Commission ("Customer")Address 900 Pennsylvania Avenue  
Charleston, W. V. 25302Address Wood County Courthouse  
Parkersburg, W. Va. 25101

ABI and Customer agree that the following terms and conditions will apply to any order under this Agreement for the provision or sale of products and services to Customer by ABI.

**1. COVERAGE**

ABI will provide for Customer's use the communications and information systems products and services set forth in any Service Agreement Equipment Supplement or other service order and will sell the products set forth in any Purchase Agreement Equipment Supplement or other purchase order. Title to software and other programs used with the products shall remain with ABI or its suppliers. All orders placed by Customer and accepted by ABI will become an integral part of this Agreement.

**2. TERM**

A. This Agreement will become effective when signed by Customer and subsequently accepted in writing by ABI and will continue until terminated as provided herein. Any order under this Agreement will be effective when placed by Customer and accepted by ABI.

B. For products provided under a Service Agreement Equipment Supplement or other service order, the service period will begin the day following the date the product is installed, if installed by ABI, or on the day following the date of delivery to Customer if not installed by ABI. Upon expiration of the service period, the order will be automatically renewed for a like period or for the next shorter period if the original one is not offered at the time of renewal, unless written notice to the contrary is received by either party from the other at least ninety (90) days prior to the expiration of the service period. If the service period is less than ninety (90) days, thirty (30) days' notice will be required. Renewals will be at the price and on the terms and conditions of ABI then in effect at the time of renewal.

**3. INSTALLATION**

A. ABI will install the products provided under a service or purchase order if installation charges are separately set forth on the Equipment Supplement or other order. Customer agrees to pay such charges. Customer agrees to provide the proper environment and electrical and telecommunications connections as specified by ABI.

B. ABI will make reasonable efforts to complete installation/delivery of the products or services by the installation/delivery date set forth in the Equipment Supplement or other order and will notify Customer as soon as practicable of any delay. Customer agrees to notify ABI as soon as practicable if Customer requires postponement of the installation/delivery date.

C. If ABI performs any moves or changes or other special services for Customer, Customer agrees to pay ABI's applicable charges.

**4. USE AND MAINTENANCE UNDER SERVICE ORDERS**

A. ABI will maintain in good working order during the service period products provided under Service Agreement Equipment Supplements or other service orders.

B. ABI will provide, at no extra charge, such training, instructional material and other support services as is standard for the product or service ordered. Additional training, instructional material and support services may be available for an additional charge.

C. Customer agrees to use the products and perform any authorized installation and maintenance on the products in a careful and proper manner and in accordance with any manuals and instructions provided by ABI. Customer will not perform, or permit others to perform, any installation or maintenance unless it is expressly authorized by ABI and will pay the cost of repairs necessitated by unauthorized work.

D. The products shall be used by Customer only at the location(s) specified in the Service Agreement Equipment Supplement or other service order and shall not be removed or relocated by Customer except as expressly authorized by ABI.

E. Customer will not make any modifications in the products without the written permission of ABI. If, in the opinion of ABI, any modifications, whether or not made with the permission of ABI, interfere with the normal operation or maintenance of the products or create a safety hazard, Customer will, at its expense, remove the modification or pay any additional costs ABI incurs because of the modification.

F. During the term of this Agreement, Customer shall permit ABI reasonable access to the products to enable ABI to perform any necessary inspection, testing, maintenance or repair.

**5. SERVICE AGREEMENT UPGRADES, ADDITIONS AND PAYMENT OPTIONS**

A. The Service Agreement Appendix attached hereto and incorporated by reference sets forth the terms and conditions upon which upgrades and additions may be made to products provided to Customer under service orders.

B. The Service Agreement Appendix also sets forth certain Customer options with respect to changes in service periods and lump sum payment.

**6. PRICE AND PAYMENT**

A. **Service Orders.** Products and services will be provided at the charges and for the period specified in the Service Agreement Equipment Supplement or other service order. Monthly charges will be billed in advance. One-time charges will be billed as incurred. Payment is due within thirty (30) days of the invoice date. When a product is installed for part of a month, the monthly charges will be prorated on the basis of a thirty (30) day month. A minimum of three (3) months' charges will apply on all products initially provided on a month-to-month service period.

B. **Purchase Orders.** Products will be sold for the charges set forth on the Purchase Agreement Equipment Supplement or other purchase order. Payment is due within thirty (30) days of the invoice date. Both new and used products will be available for sale. Products sold as new will qualify as new under existing Federal tax laws.

## 7. APPLICABLE PRICES

The prices set forth on any Equipment Supplement or other order are those that will apply for the scheduled installation/delivery date shown on the order. If installation/delivery is postponed by Customer more than thirty (30) days, the prices will be those in effect on the new installation/delivery date.

## 8. TAXES

Customer agrees to pay any sales, use or other local, state and Federal taxes, however designated (excluding taxes on ABI's net income), imposed on or based upon the provision, sale or use of the products or services provided under this Agreement. Taxes will be separately stated on Customer's invoice or statement of account.

## 9. SHIPMENT

All shipping, rigging and other destination charges will be invoiced by ABI and paid by Customer.

## 10. TITLE AND RISK OF LOSS

### A. Service Orders.

1. All products provided under service orders will remain the personal property of ABI whether or not attached to or embedded in realty.
2. ABI will bear the risk of loss or damage to the products, except that Customer will be liable to ABI for the cost of repair or replacement of products lost or damaged as a result of any Customer's negligence, intentional acts, unauthorized installation or maintenance or other cause within the reasonable control of Customer, its employees or agents.

### B. Purchase Orders.

1. For products not already in Customer's possession, title shall pass to Customer on the date of shipment from ABI. For products already in Customer's possession, title shall pass to Customer on the date Customer's order is accepted by ABI.
2. For products not already in Customer's possession, risk of loss passes to Customer when the products are delivered to Customer. ABI will bear the risk of loss to products while in transit to Customer. For products already in Customer's possession, risk of loss passes to Customer on the date Customer's order is accepted by ABI.

## 11. SECURITY INTEREST

- A. ABI or its assign shall have a purchase money security interest in any and all products, together with all proceeds and replacements, sold or provided to Customer pursuant to each order under this Agreement until all charges, including installation charges set forth on that order are paid in full.
- B. Customer agrees that ABI may file or record this Agreement, any orders placed hereunder and any other applicable document as may be necessary to protect the interest of ABI or its assign in the products. Customer agrees to execute and deliver any documents reasonably requested by ABI for such purpose.

## 12. WARRANTY AND WARRANTY EXCLUSIONS

**A. Service Order.** ABI warrants that all products provided for Customer's use under service orders will be in good working order on the date their service period begins and that ABI will repair the products, without charge for parts and labor, if they fail to work during the service period or any renewal service period.

### B. Purchase Order.

1. ABI warrants that all products sold to Customer will be in good working order on the date title passes to Customer, and that ABI will repair the products, without charge for parts and labor, if they fail to work, if Customer notifies ABI within one (1) year from the date title passes to Customer of such failure. If ABI determines that the product cannot be placed in good working order, ABI, at its option, may either replace the product or refund the purchase price. Repair parts may be new or equivalent to new in performance. They will be furnished on an exchange basis, and the returned parts will become the property of ABI.
2. During the warranty period, Customer will advise ABI of any change in the street address of the products. The war-

ranty will only apply to products located within the continental forty-eight (48) United States.

3. If Customer modifies any product during the warranty period and such modification impedes ABI's testing or repairs of the product or creates a safety hazard, the modification will be removed at Customer's expense, or Customer will pay any extra costs ABI incurs because of the modification.

C. The warranties provided herein do not cover damages, defects, malfunctions or service failures caused by:

1. Customer's failure to follow ABI's installation, operation or maintenance instructions;
2. Customer's modifications of the products;
3. Customer's abuse, misuse or negligent acts; and
4. As to sold products only, power failure or surges, fire, flood, accident, actions of third parties and other events outside ABI's control.

**D. EXCEPT AS SPECIFICALLY MADE HEREIN, ABI AND ITS AFFILIATED SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

## 13. PATENT AND COPYRIGHT INDEMNITY

ABI will defend or settle, at its own expense, any action brought against Customer to the extent that it is based on a claim that any product(s) provided by ABI pursuant to this Agreement infringe any U.S. copyright or patent; and ABI will pay those costs, damages and attorneys' fees finally awarded against Customer in any such action attributable to any such claim, but such defense, settlements and payments are conditioned on the following: (1) that ABI shall be notified promptly in writing by Customer of any such claim; (2) that ABI shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (3) that Customer shall cooperate with ABI in a reasonable way to facilitate the settlement or defense of such claim; (4) that such claim does not arise from the use or combination of products provided by ABI with products provided by others; and (5) should such product(s) become, or in ABI's opinion be likely to become, the subject of such claim of infringement, then Customer shall permit ABI, at ABI's option and expense, either to (a) procure for Customer the right to continue using the product(s), or (b) replace or modify the same so that it becomes noninfringing and functionally equivalent, or (c) upon failure of (a) and (b) above despite the reasonable efforts of ABI, for a sold product, buy back the product(s) at the Customer's purchase price, less depreciation calculated at an equal amount per year over the life of the product as set by ABI; or for a product provided under a service order, terminate without penalty Customer's use of the product(s). This Section states the entire liability of ABI with respect to the infringement of copyrights and patents by the products provided hereunder or the operation thereof.

## 14. SOFTWARE AND OTHER INFORMATION

Any and all documentation, information and software owned by ABI and its suppliers and provided to Customer by ABI for use with products provided to Customer under this Agreement shall remain the property of ABI. ABI hereby grants Customer a personal, nontransferable and nonexclusive license to use all such documentation, technical information, confidential business information and all software and related documentation, in whatever form recorded (all hereinafter designated "information"), which are furnished to Customer under or in contemplation of this Agreement, subject to the following terms and conditions:

1. All such information shall remain the property of ABI or its supplier.
2. Such information:
  - (a) shall be used by Customer only to order or to evaluate for that purpose ABI products, or to install, operate, or maintain the particular product for which it was initially furnished;

(b) shall be used solely for Customer's internal business purposes;

(c) shall not be reproduced or copied, in whole or in part, except as necessary for use as authorized herein; and

(d) shall, together with any copies thereof, be returned or destroyed, or may, if in the form of software recorded on an erasable storage medium, be erased when no longer needed or permitted for use with the product for which it was initially furnished.

3. Unless ABI consents in writing, such information except for any part thereof which is known to Customer free of any obligation to keep in confidence, or which becomes generally known to the public through acts not attributable to Customer or is independently developed by Customer, shall be treated in confidence by Customer.

4. Such information may be disclosed to other persons, solely for the purpose of installing, operating or maintaining the particular product for which it was furnished, provided such other person agrees in writing to the same conditions respecting use and confidentiality of information contained in this paragraph 4 and ABI is furnished with a copy of such writing.

#### 15. EXCLUSIVE REMEDIES

A. If Customer experiences a defect or any partial or total failure in any product or service provided under this Agreement, Customer shall, as a condition to any claim for refund or recovery of damages, promptly notify ABI.

B. If a failure or defect in a product under a service order continues for more than twenty-four (24) hours, Customer's account then shall be credited in an amount equal to any recurring charge applicable to the failed or defective products or services for the period of such failure or defect.

C. Customer's sole remedies against ABI or any affiliated subcontractor or supplier for loss or damage caused by any product defect or any partial or total failure of any product or service provided under this Agreement or arising from the performance, delays, or nonperformance of any installation, maintenance, warranty or repair work under this Agreement; regardless of the form of action, whether in contract, tort including negligence, strict liability or otherwise, shall be, where applicable (i) Customer's right to receive the repair or replacement service described in Section 12, (ii) Customer's right to receive the credit set forth in (B) above for products provided under service orders, (iii) Customer's right to terminate under Section 17 (c), and (iv) the lesser of (a) the amount of actual direct damages which are proven or (b) the equivalent of one (1) month's recurring charges for the products or services directly involved which would apply if they were provided on a month-to-month service agreement at the time of loss.

D. The foregoing remedies of Customer, together with the remedies provided in the section entitled "Patent and Copyright Indemnity," shall be exclusive of all other remedies at law or in equity except for Customer's right to claim damages for bodily injury to any person caused by the negligence of ABI.

#### 16. LIMITATION OF LIABILITY

Notwithstanding any other provision of this Agreement:

1. Neither ABI nor its affiliates, subsidiaries, parent corporation, or any of its parent's affiliates or subsidiaries shall be liable for any indirect, incidental, or consequential damages (including lost profits) sustained or incurred in connection with installation, maintenance or repair work performed under this Agreement or the use or operation of the products and services provided or sold hereunder, regardless of the form of action, whether in contract, tort including negligence, strict liability or otherwise, and whether or not such damages were foreseen or unforeseen;

2. Neither ABI nor its affiliates, subsidiaries, parent corporation, or any of its parent's affiliates or subsidiaries shall be liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power blackout, earthquake, volcanic action, flood, war, water, the elements, labor disputes, civil disturbances, government requirement, civil or military authority, acts of God or public enemy, inability to secure materials, inability

to secure products, transportation facilities, or omissions of carriers, or other causes beyond its reasonable control, whether or not similar to the foregoing.

3. ABI shall not be liable for any delay, loss, damage or product failure attributable to any service, equipment or actions of any person other than ABI, its employees and agents;

4. Any legal action arising from or in connection with (a) any product defect or any partial or total failure of any product or service provided to Customer, or (b) any installation, maintenance or repair work performed for Customer, may be brought within two (2) years after the cause of action accrues; and

5. It is understood and agreed that ABI is not an insurer and that the prices of the products and services, including installation, maintenance and repair, provided, sold or performed hereunder are based solely on their value and the scope of the liabilities set forth in this Agreement and are not intended to provide for indirect, incidental, consequential or other damages; ABI and Customer agree that this allocation of risks and liability is fair, reasonable and not unconscionable.

#### 17. TERMINATION

A. This Agreement and any service order when becomes part of this Agreement may be terminated by Customer, on thirty (30) days' written notice to ABI. If termination precedes expiration of the service period shown on any service order, Customer will be liable for termination charges as follows: one half (1/2) of the monthly payments for the original term or 70 percent (70%) of the sum of all remaining monthly payments, whichever is less. If any service order is canceled prior to installation/delivery, Customer will pay ABI for the costs incurred by ABI in preparing to provide the products or services canceled, not to exceed the termination charges.

B. Accepted purchase orders for products, which are undelivered on the date of termination of this Agreement, shall be filled under the terms of this Agreement.

C. Customer may terminate this Agreement, subject to accrued charges but without liability for termination charges, if ABI fails to perform or observe any term or condition of this Agreement and such failure shall continue unremedied for thirty (30) days after ABI's receipt of notice thereof from Customer. ABI may terminate this Agreement or any service orders or unfilled purchase orders accepted hereunder, and Customer shall be in default of this Agreement, if Customer fails to pay any charge when due or fails to perform or observe any other term or condition of this Agreement and such failure shall continue unremedied for thirty (30) days after receipt of notice thereof from ABI. In the event of such termination by ABI, applicable termination charges under service orders will apply.

D. Upon termination of this Agreement or any service orders hereunder, Customer will make the products provided under all affected service orders available for removal, which shall be accomplished in a careful and reasonably expeditious fashion. The products will be returned to ABI in the same condition as originally installed, ordinary wear and tear excepted, or Customer will pay for the restoration of the products to such condition. ABI shall not be obligated to restore the premises to their original condition. If Customer does not make the products available for removal by ABI, then in addition to all other remedies at law or equity available to ABI all obligations of Customer under this Agreement shall remain in force and effect until removal is accomplished. The charges paid by Customer for the services during such period shall be ABI's net operating business for the services when provided on a month-to-month basis in lieu of any other charges listed in the service order.

#### 18. ASSIGNMENT

This Agreement is not assignable by either party, without the written consent of the other, except that ABI may, without Customer's consent, assign this Agreement, in whole or in part, to any subsidiary or assign its right to receive payments thereunder.

19. SUBCONTRACTING

ABI may subcontract any or all of the work to be performed by it under the terms and conditions of this Agreement but shall retain responsibility for the work subcontracted.

20. GENERAL

A. Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties; except that ABI may, upon ninety (90) days prior written notice to Customer, modify the terms and conditions of this Agreement, which modifications shall be effective only as to renewals and new orders placed by Customer and accepted by ABI after the effective date of such modification. Variances from this Agreement in any Customer order will be of no effect.

B. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision hereof shall be valid and enforced to the fullest extent permitted by law.

C. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.

D. THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED HEREUNDER AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS OR UNDERSTANDINGS WHETHER WRITTEN OR ORAL.

AMERICAN BELL INC.

Received by: Carl K. Bradford

Accepted by: \_\_\_\_\_  
(Authorized Signature)

J. D. Lanchlin  
(Typed Name)

Area Vice President  
(Title)

at: 1951 Michell Dr.  
(Address)

Vienna, Va. 22180

On: \_\_\_\_\_  
(Date)

Rock County Commission  
(Customer)

By: [Signature]  
(Authorized Signature)

H. G. "Bill" Parrish  
(Typed Name)

Commission President  
(Title)

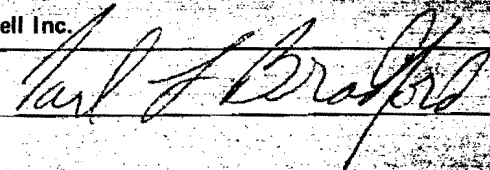
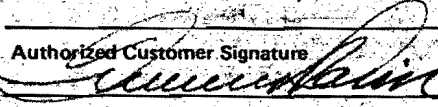
On: 6/7/80  
(Date)

# Purchase Agreement Equipment Supplement

Contract No.		Supplement No. PA	
Customer Name Wood County Commission		American Bell Inc.	
Address Wood County Courthouse		Branch Address 900 Pennsylvania Avenue	
City Parkersburg, W. Va.	State 25101	Zip	City Charleston, W. Va.
			State 25302
			Zip

Customer Requests The Provision Of The Following Products Subject To The Terms And Conditions Of The Contract Referenced Above.

Product Description	Price Element Code	Quantity	Total Price	Installation (One Time) Charges
Dimension 400 Model 6	6404-000	1	\$ 45,360.00	\$ 5,600.00
ECTS Common Equip. W/CAB	64146	1	7,410.00	844.00
Add'l ECTS Carrier	64101	1	1,560.00	180.00
ECTS CircuitsPacks	64148	9	2,475.00	270.00
Subtotal From Attached ( ) Additional Pages			\$ 55,785.00	\$ 38,664.50
			Subtotal	112,590.00
			Less Advance Payments, Credits And Allowances	
			Shipping	1,151.00
			Total	\$ 113,741.00
				\$ 45,558.50

Equipment Location: (Address) Judicial Annex	American Bell Inc.
City Parkersburg, W. Va.	Received By: 
State 25101	Accepted By:
Zip	
Scheduled Installation/Delivery Date:	Authorized Signature
Authorized Customer Signature 	Authorized Signature
Typed Name W. C. "Bill" Parrish	Typed Name J. D. Haughlin
Title Commission President	Title Area Vice President
Date 6/2/83	Address 1951 Kidwell Drive
	City Vienna, Va.
	State 22180
	Zip
	Date



# Purchase Agreement Equipment Supplement Additional Page

Contract No.	Supplement No. <b>PA</b>
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Product Description	Price Element Code	Quantity	Total Price	Installation (One-Time) Charges
DID CO. Trunk Pack	64167	9	\$ 4,230.00	\$ 450.00
Non-DID. Co Trunk Pack	64168	7	3,290.00	350.00
Line Packs	64150	21	6,615.00	735.00
Touchtone Receiver	64165	3	1,170.00	135.00
Touchtone Sender	64166	2	860.00	100.00
Customer Access Panel	64141	1	1,980.00	30.00
Test Line CP	64383	1	1,000.00	111.00
D-400 FP15 Software	64030	1	1,800.00	-0-
Touchtone Desk Sets	3100-ITD	110	8,470.00	1,100.00
Touchtone Wall Sets	3100-TWR	20	1,700.00	200.00
Met 10 Button ECYS	3140-010	33	10,395.00	660.00
Met 10 Button ECYS DSS	3140-012	25	8,875.00	562.50
Met 20 Button ECYS	3140-020	12	5,400.00	300.00
Wiring	108-000	200	-0-	25,600.00
RMATS	0400-000		-0-	1,000.00
C-2 Adder	6404-006	1	-0-	555.00
C-2 Adder	64150	26	-0-	312.00
PDB/TAC Adder	64341	1	-0-	6,689.00
C-2 Adder	64148	9	-0-	360.00
			<b>\$55,785</b>	<b>\$38,664.50</b>



**American Bell**  
Advanced Information Systems

City Center West  
900 Pennsylvania Avenue  
Charleston, West Virginia 25302  
Phone (304) 347-2000

June 2, 1983

Mr. W. C. "Bill" Parrish, President  
Mr. Dexter L. Buckley, Jr., Commissioner  
Mr. Holmes R. Shaver, Commissioner

Dear Sirs:

In response to your inquiry this will serve to advise you that American Bell will provide support (parts and labor) available to the Wood County Commission for the Dimension 400 PBX for at least the next fifteen year period. This support will be available to the County on either an annual service contract or a time and materials basis.

Sincerely,

Carl Bradford  
Account Executive