

Exhibit 5.1 – Telecom Fees

Table of Contents

1. Telecom Transport Services..... 3

2. Charges for Telecom Transport Services..... 3

3. Quality, Performance and Remedies..... 3

4. ES Not Responsible for Unauthorized Use..... 3

5. Telecom Usage..... 4

6. Taxes..... 4

1. TELECOM TRANSPORT SERVICES.

AT&T Corp. and its affiliates (the "Telecom Vendor") are approved subcontractors and are the actual providers of the Telecom Transport Services and that County will receive such Telecom Transport Services from the Telecom Vendor. As used herein, "Telecom Transport Services" means: High Capacity Service, Primary Rate Service, DS3 Service, PBX Trunk Service, Super Trunk Service, SONET Ring and Access Service, GigaMan® Service, Optical Carrier Network Point-to-Point Service, Message Telecommunications Service, Centrex Service, OPT-E-Man® Service, Long Distance Voice Services, SBC PremierSERVSM Frame Relay Service, SBC PremierSERVSM Asynchronous Transfer Mode, SBC PremierSERVSM Dedicated Internet Access, Series and 200 Voice Mail. The Telecom Transport Services are private services and are not common carrier services.

2. CHARGES FOR TELECOM TRANSPORT SERVICES

The service parameters, if any, for the Telecom Transport Services will be those set forth in the applicable tariff, regulations, or service guide of the Telecom Vendor providing the Telecom Transport Services. ES shall assist County in the reporting of any problems with the Telecom Transport Services.

3. QUALITY, PERFORMANCE AND REMEDIES

ES shall furnish the County Technology Office with a single invoice, inclusive of all charges related to the Telecom Transport Services. Each single invoice shall include an itemized accounting of Resource Units incurred during the immediately preceding month. Below the total charges identified on the single invoice, ES shall instruct County what portion of the total charges must be remitted directly to the Telecom Vendor related to the Telecom Transport Services, and the net resulting amount being remitted directly to ES. County shall pay this amount to the Telecom Vendor within forty-five (45) days of County's receipt of the single invoice for all Services provided under the Agreement.

4. ES NOT RESPONSIBLE FOR UNAUTHORIZED USE

ES will not be responsible for any unauthorized County use of the Telecom Transport Services.

5. TELECOM USAGE

County will maintain policies relative to and provide assistance for: (i) preventing the abuse or fraudulent use of the Telecom Transport Services, (ii) preventing any information, data or message from being transmitted over the network by County which would constitute libel, slander, infringement of copyright, invasion of privacy, violation of trans-border data flow regulations, access or alteration of private or personally identifiable records or data, (iii) any database maintenance functions that may be required to implement E911 service at any County location, or (iv) any compliance that may be required with the Communications Assistance for Law Enforcement Act and related regulations.

6. TAXES

As part of the invoice instructions to be provided to the County by ES pursuant to Paragraph 2 above, all fees payable by County to ES and the Telecom Vendor (as contained in the single invoice referred to in Paragraph 2 above) shall be inclusive of all taxes, including any applicable telecommunications surcharges or fees, or any related telecommunications taxes imposed, levied, or assessed by government authorities or otherwise charged by the Telecom Vendor on the Telecom Transport Services. Such surcharges, fees or taxes will be included in the amount to be remitted directly to the Telecom Vendor. ES acknowledges that County shall have no obligation to pay or be liable for any such surcharges, fees or taxes that may be imposed, levied or assessed "outside of" or in addition to the amounts directly remitted to the Telecom Vendor, as described in Paragraph 2 above.

END OF EXHIBIT