

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	\$0	0	0	0
Operating Costs	\$2,902,262	\$3,482,714	\$3,482,714	\$580,452
External Revenues	<u>(\$0)</u>	<u>(\$0)</u>	<u>(\$0)</u>	<u>(\$0)</u>
Program Inc (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$2,902,262</u>	<u>\$3,482,714</u>	<u>\$3,482,714</u>	<u>\$580,452</u>

Additional FTE Positions (Cumulative) 0 0 0 0

Is Item Included in Current Budget Yes X No

Budget Acct Number(s): Fund N/A Dept. N/A Unit N/A Obj N/A

Communications service charges are included in the Operating budgets of numerous County Agencies.

B. Recommended Sources of Funds / Summary of Fiscal Impact

C. Department Fiscal Review: Bob Beal 11/8/12

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. & Control Comments:

[Signature] 11/13/12 [Signature] 11/14/12
 OFMB Contract Administration
 11/14/12 11-13-12 B. Beal

B. Legal Sufficiency:

Paul F. [Signature] 11/14/12
 Assistant County Attorney

C. Other Department Review:

 Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

Background and Justification: Through these AT&T Pricing Schedules, Palm Beach County leases circuits for data networking and voice services. These schedules *do not* include the leased 9-1-1 network which is associated with the Public Safety Department and covered in a separate agreement with AT&T.

The Board has previously approved two (2) contract extensions to allow ISS the time to complete the successful analysis of these services and the Pricing Schedules with AT&T. ISS was assisted in the negotiations by the Baller Herbst Law Group. This extensive contract negotiation process with AT&T representatives has achieved a 40% reduction in costs in comparison to the list price rates in effect under the current AT&T agreements. This results in an annual reduction in expenditures on these services from \$6.04M to \$3.48M. In addition to these line item discounts, ISS was able to negotiate two key points that will enable the County to migrate to the new VoIP technology without financial penalties. These are both critical components of the Unified Communications project, Board Item 5G-1 approved by the BOCC on October 16, 2012. These specific items are:

- 1) Voice Services- no termination penalties for disconnecting existing voice services. The VoIP project will result in the disconnection of hundreds of existing voice circuits, reducing annual leased circuit costs by approximately \$2.6 million annually.
- 2) Data Services- AT&T will forego charging the County for special construction fees. The County is migrating from older Frame Relay technology to Metro Ethernet for numerous reasons. In many of the western County locations, this technology upgrade requires outside construction by AT&T as well as a technology refresh inside their central office facilities. An earlier proposal for the project by AT&T estimated the 'special construction charges' to be paid by Palm Beach County at approximately \$300,000.

The conversion from Frame Relay Services over the next 24 months will result in additional savings as these individual circuits are migrated to this higher bandwidth, lower cost, Metro Ethernet technology. Staff projects the completed migration will save the County an additional \$200,000 annually. Frame Relay represents the single largest line item on the AT&T bill.

Our prior agreements with BellSouth and later AT&T were structured such that the negotiated discounts were paid out to the County once each quarter in the form of a 'rebate' check. AT&T is no longer entering into such agreements and the current contract will simply note the negotiated discounts on the monthly invoice. All of the calculated savings utilize the May 2012 AT&T invoice as the baseline.

20121101-3074



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2260-01

AT&T MA Reference No. 133405UA

CUSTOMER ("Customer") Palm Beach County Street Address: 301 N Olive Ave 8th Floor City: West Palm Beach State: FL Zip Code: 33401- Billing Address Street Address: 301 S Olive Ave City: West Palm Beach State: FL Zip Code: 33401-	AT&T ("AT&T") For purposes of this Pricing Schedule, AT&T means the Service Provider specifically identified herein.
CUSTOMER Contact (for Contract Notices) Name: Steve Bordelon Title: Director, ISS Telephone: 561-353-5239 Fax: - - Email: sbordelon@pbcgov.org Street Address: 301 N Olive Ave 8th Floor City: West Palm Beach State: FL Zip Code: 33401-	AT&T Sales Contact Information and for Contract Notices Name: Bill Daniel Title: Account Manager Telephone: 561-775-4147 Fax: - - Email: bd2488@att.com Attention: Assistant Vice President Street Address: 2180 Lake Blvd., 7 th Floor City: Atlanta State: GA Zip Code: 30319 <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) Name: Company Name: Agent Street Address: City: State: Zip Code: - Telephone: - - Fax: - - Email: Agent Code:	

Customer agrees to purchase the Service according to the prices and terms and conditions set forth in this Pricing Schedule and in the applicable Service Publication. In jurisdictions that require the Service to be provided pursuant to tariff, the relevant Service Publication is the applicable Tariff; in jurisdictions that do not require the Service to be tariffed and in which AT&T has no tariff for the Service, the relevant Service Publication is the applicable Service Description(s), Price List(s) or Guidebook(s) (for ease of reference, the Service Descriptions, Price Lists and Guidebooks are referred to herein as the "Guidebook"). Tariffs and Guidebooks can be found at www.att.com/servicepublications. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate(s) identified below as the Service Provider(s).



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2260-01

ATTEST:

"Customer" Palm Beach County

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chair

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: Paul F. [Signature]
County Attorney

By: Steve Bordelon [Signature]
Steve Bordelon, Director, ISS

"AT&T" AT&T Florida
By: Donna Bryant-Johnson [Signature]
Date: 11-1-12

Donna Bryant-Johnson, CCS
(type name and title)

[Signature]
Witness
Date: 11-1-12

Zachary Rogers, CSS
(type name and title)



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2260-01
Option 1 of 1

1. The Effective Date of this Pricing Schedule is the later of the signature dates above. The Pricing Schedule Term begins ("Term Start Date") (1) if this Pricing Schedule is only for new Service, on the date when the Service is installed and available for use by Customer pursuant to this Pricing Schedule, or (2) if this Pricing Schedule is for existing Service, on the Effective Date of this Pricing Schedule, and the Pricing Schedule terminates automatically at the end of the Pricing Schedule Term based on the number of months selected below.
2. If Customer terminates the Service, in whole or in part, for any reason other than default by AT&T, or AT&T terminates for Customer's default, on or after the Term Start Date, but before the scheduled completion of the Minimum Payment Period, then Customer shall become liable for Termination Charges. Unless otherwise specified in the Notes of this Pricing Schedule, Termination Charges are defined as fifty percent (50%) of the monthly rate for the terminated Service or Service Component as set forth in this Pricing Schedule, multiplied by the number of months remaining in the Minimum Payment Period at the point of termination plus any nonrecurring charges that were not applied upon installation as set forth in this Pricing Schedule.

Service Provider: AT&T Florida

Offer Expiration: This offer shall expire on: 1/2/2013.

Service Interval: Estimated service interval following acceptance date: Negotiable weeks.

Service Description ("Service"): BellSouth® Metro Ethernet service and intrastate, intraLATA OC-48 BellSouth® SMARTRing® service.

Pricing Schedule Term: The Pricing Schedule Term is for thirty-six (36) months with a Minimum Payment Period of thirty-six (36) months. Unless specified elsewhere in this Pricing Schedule, the number of months in the Minimum Payment Period and the Minimum Retention Period are the same.

Customer may extend this Agreement at same rates and terms and conditions for two one (1) year options upon sixty (60) day written notice and mutually agreed upon by both parties.

This Agreement supersedes the following Agreements: FL09-3950-02 AND FL09-3969-02

Services and Jurisdiction Certification: Under this Pricing Schedule, the service may only be purchased by Customers whose traffic on this service will be at least 90% intrastate. Customer is responsible for complying with this requirement, and by ordering or accepting such service under this Pricing Schedule, Customer is representing to AT&T that its traffic on the service will be at least 90% intrastate.

Customer understands and agrees that AT&T is relying upon Customer's representations concerning the proper jurisdiction of any and all circuits ordered under this Agreement. Customer expressly agrees that AT&T has the right, in its sole discretion, to immediately convert any circuit or service to the correct jurisdiction, and adjust the rates and terms accordingly, should AT&T determine that the jurisdictional nature of the circuit or service is different than what the Customer represented. Customer agrees to hold AT&T harmless, and to indemnify and defend AT&T from any and all claims that may result from AT&T's conversion of any circuit or service to the correct jurisdiction, based on any good faith effort to comply with applicable regulatory requirements.



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2260-01
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Metro Ethernet Reporting Charge, per connection	\$.00	\$4.60	CNMME
2	Metro Ethernet Reporting Security card, each	\$.00	\$.00	CNMSC
3	Metro Ethernet Reporting, Service Establishment Charge, per customer account	\$.00	\$.00	CNMSE
4	Metro Ethernet Web Interface Charge, additional	\$.00	\$18.00	CNMWE
5	BellSouth® Metro Ethernet Service, Premium Service Arrangement, 2 Mbps Premium Connection, per connection	\$.00	\$300.00	MTEPO
6	BellSouth® Metro Ethernet Service, Premium Service Arrangement, 4 Mbps Premium Connection, per connection	\$.00	\$325.00	MTEP1
7	BellSouth® Metro Ethernet Service, Premium Service Arrangement, 8 Mbps Premium Connection, per connection	\$.00	\$350.00	MTEP2



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2260-01
Option 1 of 1

RATES AND CHARGES

8	BellSouth® Metro Ethernet Service, 10 Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$527.00	MTEP3
9	BellSouth® Metro Ethernet Service, 20 Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$663.00	MTEP4
10	BellSouth® Metro Ethernet Service, 50Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$871.00	MTEP5
11	BellSouth® Metro Ethernet Service, 100 Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$1,053.00	MTEP6
12	BellSouth® Metro Ethernet Service, 250 Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$1,320.00	MTEP7
13	BellSouth® Metro Ethernet Service, 500 Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$1,749.00	MTEP8
14	BellSouth® Metro Ethernet Service, 1000 Mbps Premium Connection, per connection, Fixed	\$.00	\$2,509.00	MTEPT
15	BellSouth Metro Ethernet Service, Service Reconfiguration Charge, per request, per connection	\$.00	\$.00	MTESR



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2260-01
Option 1 of 1

RATES AND CHARGES

16	BellSouth® Metro Ethernet Service, Priority Plus Feature, per connection	\$.00	\$54.00	MTETP
17	BellSouth® Metro Ethernet Service, Optional Optical Termination, per connection	\$.00	\$30.00	MTEO1
18	BellSouth® SMARTRing® service Local Channel Mileage Rates (All capacities) - Per Local Channel	\$.00	\$.00	1HVXX
19	BellSouth® SMARTRing® service Local Channel Mileage Rates (All capacities) - Per quarter air mile	\$.00	\$52.50	1HVAX
20	BellSouth® SMARTRing® service Interoffice Channel Mileage Rates - Per quarter air mile (OC-12 capacity)	\$.00	\$17.50	1HXAX
21	BellSouth® SMARTRing® service Interoffice Channel Mileage Rates - Fixed, OC-48 and OC-48+ capacity	\$.00	\$132.50	1HXFX
22	BellSouth® SMARTRing® service Customer Node (Per Node) - OC-48 capacity	\$.00	\$2,000.00	SHNN8
23	BellSouth® SMARTRing® service Customer Channel Interface (Per Node) - Per DS3 (Asymmetrical with DS1) (Note: Available only on OC-3 & OC- 3+ nodes.)	\$.00	\$350.00	SHN1T



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2260-01
Option 1 of 1

RATES AND CHARGES

24	BellSouth® SMARTRing® service Customer Channel Interface (Per Node) - Per Fractional 1000 Mbps - 50 Mbps 850 nm Multi-mode	\$.00	\$150.00	SHN1O
25	BellSouth® SMARTRing® service Customer Channel Interface (Per Node) - Per Flex DS1	\$.00	\$16.74	SHN1Q
26	BellSouth® SMARTRing® service Central Office Node (Per Node) - OC-48 capacity	\$.00	\$2,000.00	SHNH8
27	BellSouth® SMARTRing® service Central Office Channel Interface (Per Central Office Node) - Per Flex DS1	\$.00	\$15.50	SHNCQ
28	BellSouth® SMARTRing® service Basic Shared Ethernet LAN Access Link - Customer Premises - Per Fractional 1000 Mbps Basic Shared Ethernet LAN Access Link - Optical - 150 Mbps 850 nm Multi-mode	\$.00	\$240.00	SHN1W
29	BellSouth® SMARTRing® service Basic Shared Ethernet LAN Access Link - Customer Premises - Per Fractional 1000 Mbps Basic Shared Ethernet LAN Access Link - Optical - 600 Mbps 850 nm Multi-mode	\$.00	\$420.00	SHN1Z



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2260-01
Option 1 of 1

RATES AND CHARGES

30	BellSouth® SMARTRing® service Basic Shared Ethernet LAN Access Link - Customer Premises - Per Fractional 1000 Mbps Basic Shared Ethernet LAN Access Link - Optical - 1000 Mbps 850 nm Multi-mode	\$.00	\$560.00	SHNJA
31	IPMS FlexServ® service - SMARTRing Service Channel Connections - Surveillance, Per Node OC-48, OC-48+	\$.00	\$32.00	SHNS4
32	IPMS FlexServ® service - SMARTRing Service Channel Connections - Reconfiguration, per SMARTRing Customer or Central Office Channel Interface - OC-48	\$.00	\$3.50	SHNRC
33	IPMS FlexServ® service - SMARTRing Service Channel Connections - Reconfiguration, per Customer or Central Office Channel Interface - 10 Mbps, 100 Mbps, 1000 Mbps and Fractional 1000 Mbps	\$.00	\$3.50	SHNRO
34	IPMS FlexServ® service - SMARTRing Service Channel Connections - Security Card, per card	\$.00	\$.00	SHNTC
35	Trunk Termination/Trunk or Channel	\$.00	\$33.25	WWWDP



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2260-01
Option 1 of 1

RATES AND CHARGES



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2260-01
Option 1 of 1

RATES AND CHARGES

NOTES:

1. In the event that all or any part of the Service is disconnected at Subscriber's request prior to expiration of any selected minimum service term of greater than one month's duration, Subscriber will be required to pay an early termination charge as stated in the terms and conditions. The provisions concerning liability for early termination charges only shall not be applicable to Subscriber when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

- a statute;
- an ordinance;
- a policy directive; or
- a Constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When Service is being provided and funding to the governmental entity for such Service becomes unavailable, Subscriber may cancel the Service without additional payment obligation. Provided, however, that if Subscriber cancels the Service for any reason other than the unavailability of funds, the early termination liability provisions in the terms and conditions shall apply.

2. Customer must purchase and maintain the following Services within three (3) months of the execution of this Agreement ("Ramp-up Period") at a minimum in the quantities of Services listed below ("Minimum Quantity Requirement") in the state of Florida.

Service	Minimum Quantity Requirement
Metro Ethernet Service	32
SMARTRing Nodes	14

At the end of the Ramp-up Period and no less than annually on the anniversary of the execution of this Agreement, Company will review the quantity of Services purchased and maintained pursuant to the requirements of this Agreement to determine if the Minimum Quantity Requirement for each Service listed above has been met and is being maintained during each month of the Agreement. Services for which Customer has not been billed, or billed and Customer has not paid, will not contribute to the Minimum Quantity Requirement. Failure on the part of the Company to perform this review shall not be considered a waiver of this provision. For each month of the term of this Agreement that the quantity of Services is less than the applicable Minimum Quantity Requirement, Customer shall be billed a commitment shortfall. The commitment shortfall for such service shall be equal to the Minimum Quantity Requirement minus the quantity of installed Services multiplied by the rates set forth in this Agreement ("Commitment Shortfall").

Termination charges will not apply upon disconnection of a Service where either: Customer will incur a Commitment Shortfall for the disconnection of that Service, or the date of disconnection of that Service is at least thirty-six (36) months after the date of installation of that Service and Customer certifies in writing that Customer neither has nor intends to substitute the use of a competitor's service for the Service being disconnected.

BellSouth® Metro Ethernet service

1. Customer's Metro Ethernet service includes the service locations listed below. Metro Ethernet service is location specific. If facilities do not exist, special construction charges may apply.

- 100 Levee Rd, South Bay
- 100 S Chillingworth Drive, West Palm Beach
- 1000 Greenview Shores Blvd, Village of Wellington
- 1000 Palm Beach Int'l Airport, West Palm Beach
- 1000 Park Ave, Lake Park



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2260-01
Option 1 of 1

1001 Rim Canal RD, Pahokee
10051 Oriole Country Rd, Boca Raton
10055 Belvedere Rd, Royal Palm Beach
10150 Seminole Pratt Whitney Rd, Loxahatche
1020 Lucerne Ave, Lake Worth
1040 Royal Palm Beach Blvd, Royal Palm Beach
10500 N Military Trail, Palm Beach Gardens
1060 Wellington Trace, Village of Wellington
10930 Okeechobee Blvd, Royal Palm Beach
10965 Northlake Blvd, West Palm Beach
1101 Mentone Rd, West Palm Beach
11025 Campus Drive, Palm Beach Gardens
11200 Park Access Rd, Boca Raton
11200B Park Access Rd , Boca Raton
11264 Jog Rd, Palm Beach Gardens
1200 Lands End Rd, Manalapan
12015 Indiantown Rd, Jupiter
12165 Forest Hill Blvd, Village of Wellington
12245 W Glades Road, Boca Raton
1250 Southwinds Drive, Lantana
12500 40th ST North, Royal Palm
12551 W Glades Rd, Boca Raton
12800 Hagen Ranch Rd, Boynton Beach
12870 US Highway 1, Juno Beach
14000 Greenbriar Blvd, Village of Wellington
14185 N Military Trail, Jupiter
14200 Okeechobee Blvd, Loxahatche
14200 US Highway 1, Juno Beach
14276 Hagen Ranch Rd, Delray Beach
1440 Dr Martin Luther King Jr Blvd, Riviera Beach
144775 Ocean Drive, Juno Beach
14775 Ocean Dr, Juno Beach
151 Lamstein Lane, Royal Palm Beach
151 S Haverhill Rd, West Palm Beach
15450 S Jog Rd, Delray Beach
1555 Palm Beach Lakes Blvd, Suite 900 , West Palm Beach
1555 Palm Beach Lakes Blvd, West Palm Beach
15801 Orange Blvd, Loxahatche
161 N Lake Ave, Pahokee
1663 W Blue Heron Blvd, Riviera Beach



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2260-01
Option 1 of 1

16700 Jog Rd, Delray Beach
1699 Wingfield St, Lake Worth
1700 N Florida Mango Rd, West Palm Beach
1701 Jog Rd, Greenacres
1734 Seminole Blvd, West Palm Beach
17901 US Highway 441, Boca Raton
18500 Hamlin Blvd, Loxahatchee
18501 S State Rd 7, Boca Raton
18658 S State Rd 7, Boca Raton
19110 South State Road 7, Boca Raton
19500 Hamlin Blvd, Loxahatchee
1951 Royal Fern Drive, Village of Wellington
19557 Lyons Rd, Boca Raton
1977 College Dr, Belle Glade
19950 Lyons Rd, Boca Raton
20 S Military Trail, West Palm Beach
200 Civic Center Way, Royal Palm Beach
2055 E Canal St S, Belle Glade
20701 95th Ave South, Boca Raton
210 Military Trail, Jupiter
21500 Southern Blvd, Loxahatchee
22438 SW 7th St, Boca Raton
226 Cypress Lane, Palm Springs
230 Cypress Lane, Palm Springs
231 Benoist Farms Rd, West Palm Beach
2501 Lantana Rd, Lantana
2501 Seacrest Blvd, Delray Beach
260 Orange Tree Drive, Atlantis
2700 6th Ave South, Lake Worth
2976 State Road 15, Belle Glade
2995 S Jog Rd, Greenacres
300 W Atlantic Ave, Delray Beach
301 N Olive Ave, West Palm Beach
3033 Cumberland Drive, West Palm Beach
3040 S Military Trail, Lake Worth
3201 Electronics Way, West Palm Beach
322 Central Blvd, Jupiter
3228 Gun Club Rd, West Palm Beach
3323 Belvedere Rd, West Palm Beach
335 SW 2nd Ave, South Bay



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2260-01
Option 1 of 1

340 Ocean Drive, Juno Beach
3400 Belvedere Rd, West Palm Beach
3411 South Shore Blvd, Village of Wellington
3550 Military Tr, Jupiter
3551 Military Trail, Jupiter
3551 S Military Trail, Lake Worth
357 Tequesta Drive, Tequesta
3611 State Rd 615, Pahokee
3611 State Rd. 715 , Pahokee
3615 State Rd 715, Pahokee
3645 Gun Club Rd, West Palm Beach
3650 Summit Blvd, West Palm Beach
3680 Lake Worth Rd, Palm Springs
3691 Oswego Ave, West Palm Beach
375 SW 2nd Ave, South Bay
3750 S Jog Rd, Greenacres
380 E 5th St, Pahokee
38754 State Rd 80, Belle Glade
38800 State Rd 80, Belle Glade
3913 Hood Rd, Palm Beach Gardens
39700 State Rd 80, Belle Glade
4000 Morikami Park Rd, Delray Beach
4020 Lantana Rd, Lake Worth
4022 Charleston Rd, Lake Worth
405 Pike Rd, West Palm Beach
4200 N Australian Ave, West Palm Beach
4215 Cherry Rd, West Palm Beach
429 Park Place, West Palm Beach
4301 S Dixie Hwy, West Palm Beach
4489 N. Ocean Blvd, Delray Beach
4489 N Ocean Blvd, Delray Beach
461 Old Dixie Hwy, Tequesta
4639 Lake Worth Rd, Greenacres
4661 Pheasant Way, Boca Raton
500 Civic Center Way, Royal Palm Beach
5010 N Ocean Drive, Riviera Beach
5015 SW 15th Ave, Boynton Beach
5050 Broadway, West Palm Beach
5060 Seminole Pratt Whitney Rd, Loxahatche
5095 S Haverhill Rd, Greenacres



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2260-01
Option 1 of 1

5105 SW 15th Ave, Boynton Beach
5161 Northlake Blvd, Palm Beach Gardens
525 Bacom Point Rd, Pahokee
525 SW 2nd St, Belle Glade
530 S Main St, Belle Glade
5395 Purdy Lane, West Palm Beach
5471 Okeechobee Blvd, West Palm Beach
560 US Highway 1, North Palm Beach
580 State Market Rd, Pahokee
5970 S Military Trail, Atlantis
600 N Hepburn Ave, Jupiter
600 S Ocean Blvd, Manalapan
600 SW 15th Ave, Delray Beach
600 W Blue Heron Blvd, Riviera Beach
6000 Northtree Blvd, Lake Worth
607 S Main St, Belle Glade
6085 Avocado Blvd, West Palm Beach
6161 N Jog Rd, West Palm Beach
625 Palm Beach Rd, South Bay
6250 SW 18th St, Boca Raton
6415 Indiantown Rd, Jupiter
650 Okeechobee Blvd, West Palm Beach
6500 Peanut Island, Riviera Beach
6670 Flavor Picture Rd, Boynton Beach
673 Fairgrounds Rd Bldg Z Rm Z-16A, West Palm Beach
673 Fairgrounds Rd, West Palm Beach
6750 Lawrence Rd, Lantana
6787 Palmetto Circle N, Boca Raton
6990 North Ocean Blvd, Ocean Ridge
700 N Congress Ave, West Palm Beach
705 Military Trail, Jupiter
7490 Forest Hill Blvd, Lake Worth
7490 Forest Hill Blvd, West Palm Beach
7500 Forest Hill Blvd, West Palm Beach
7500 S Jog Rd, Lake Worth
7501 N Jog Rd, West Palm Beach
7501 N Military Trail, Riviera Beach
7550 S. Jog Rd, Lake Worth
7715 Forest Hill Blvd, West Palm Beach
7715 Forest Hill Blvd, West Palm Beach



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2260-01
Option 1 of 1

- 777 N US Highway 1, Jupiter
- 7835 Central Industrial Drive, Riviera Beach
- 7835 Central Industrial Drive, Suite 200 , Riviera Beach
- 7894 S Jog Rd, Lake Worth
- 7950 Enterprise Center Circle, Boynton Beach
- 8007 Okeechobee Blvd, West Palm Beach
- 8130 N Jog Rd, West Palm Beach
- 825 Avenue P, Riviera Beach
- 830 Kirk Rd, West Palm Beach
- 850 Palm Glade Dr, Belle Glade
- 8560 Hypoluxo Rd, Lake Worth
- 866 N State Rd 715, Belle Glade
- 881 S Congress Ave, West Palm Beach
- 900 Blue Heron Blvd E, Riviera Beach
- 9011 Lantana Rd, Lake Worth
- 9030 Vista Del Lago, Boca Raton
- 9060 Indiantown Rd, Jupiter
- 909 NE 3rd St, Boynton Beach
- 9141 Lantana Rd, Lake Worth
- 9191 Lantana Rd, Lake Worth
- 9510 Pierson Rd, Village of Wellington
- 9610 Pierson Rd, Wellington
- 9689 Palomino Dr, Lake Worth
- 990 US Hwy 27, South Bay
- Palm Beach International Airport, West Palm Beach

2. These rates and charges are only valid if the Customer is served from a central office equipped for Metro Ethernet service, or can be extended to a central office equipped for Metro Ethernet service.

3. The following nonrecurring charges will not apply upon installation. However, if all or any part of the service is disconnected prior to the expiration of the selected term, then Customer will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable termination liability charges.

USOC	Description	Nonrecurring Charge	
CNMSC	CNM Security Card	\$ 200.00	each
CNMSE	CNM Service Establishment Charge	\$ 250.00	each
MTEPO	Metro Ethernet Service, 2 Mbps Premium Connection, Fixed	\$1,000.00	each
MTEP1	Metro Ethernet Service, 4 Mbps Premium Connection, Fixed	\$1,000.00	each
MTEP2	Metro Ethernet Service, 8 Mbps Premium Connection, Fixed	\$1,000.00	each
MTEP3	Metro Ethernet Service, 10 Mbps Premium Connection, Fixed	\$1,000.00	each
MTEP4	Metro Ethernet Service, 20 Mbps Premium Connection, Fixed	\$1,250.00	each



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2260-01
Option 1 of 1

MTEP5	Metro Ethernet Service, 50 Mbps Premium Connection, Fixed	\$1,250.00	each
MTEP6	Metro Ethernet Service, 100 Mbps Premium Connection, Fixed	\$1,500.00	each
MTEP7	Metro Ethernet Service, 250 Mbps Premium Connection, Fixed	\$1,750.00	each
MTEP8	Metro Ethernet Service, 500 Mbps Premium Connection, Fixed	\$1,750.00	each
MTEPT	Metro Ethernet Service, 1000 Mbps Premium Connection, Fixed	\$1,750.00	each
MTESR	Service Reconfiguration Charge, per request, per connection	\$ 250.00	each

Furthermore, upon Customer's request to disconnect all service prior to the expiration of the selected term, Customer will be charged a one-time Contract Preparation Charge in the amount of \$423.00.

4. Evolution of Service

AT&T may replace the Metro Ethernet service with AT&T Switched Ethernet Service ("Successor Service"), subject to the Materially Adverse Change clause of the Master Agreement. The Parties will cooperate in migrating to the Successor Service to help avoid any unintended interruptions.

BellSouth® SMARTRing® service

1. The OC-48 SMARTRing service includes the following nodes in Palm Beach County, Florida:

Customer Nodes:

- 2300 N Jog Rd, West Palm Beach
- 9620 Process Dr, West Palm Beach
- 38811 James Wheeler Way, Belle Glade
- 3188 PGA Blvd, Palm Beach Gardens
- 301 N Dixie Hwy, West Palm Beach
- 301 N Olive Ave, West Palm Beach
- 345 S Congress Ave, Delray Beach
- 200 W Atlantic Av, Delray Beach
- 9045 Jog Rd, Boynton Bea
- 8100 Forest Hill Blvd, Greenacres
- 2700 6th Ave S, Lake Wort
- 160 S Australian Ave, West Palm Beach
- 20 S Military Trail, West Palm Beach

Central Office Nodes:

- WPBHFLHH
- BLGLFLMA
- WPBHFLGR
- WPBHFLAN
- DLBHFLMA



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2260-01
Option 1 of 1

WPBHFLGA

2. All rules and regulations for SMARTRing® Service from Sections B2 & B7 of the Private Line Services Tariff (PLST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.

3. If any of the services provided under this Agreement are cancelled prior to the beginning of the selected service period, Subscriber will be liable for all capital expenses incurred by Company in provisioning this service, as of the date the order is cancelled by Subscriber.

USOC	Description	Nonrecurring Charge	
1HVXX	Local Channel Mileage Rates, per local channel	\$500.00	each
1HXFX	Interoffice Channel Mileage Rates, fixed	\$240.00	each
SHNN8	Customer Node – OC-48	\$455.00	each
SHN1T	Customer Channel Interface, per DS3 (Assymmetrical with DS1)	\$360.00	each
SHN1O	Customer Channel Interface, per Fractional 1000 Mbps, 50 Mbps 850nm Multi-mode – 1 STS-1, per node	\$450.00	each
SHN1Q	Customer Channel Interface, per Flex DS1, per node	\$360.00	each
SHNH8	Central Office Node, OC-48, per node	\$455.00	each
SHNCQ	CO Channel Interface, per Flex DS1, per node	\$250.00	each
SHN1W	Basic Shared Ethernet LAN Access Link, Customer Premises, per Fractional 1000 Mbps – 150 Mbps 850nm Multi-mode	\$2,050.00	each
SHN1Z	Basic Shared Ethernet LAN Access Link, Customer Premises, per Fractional 1000 Mbps – 600 Mbps 850nm Multi-mode	\$2,050.00	each
SHNJA	Basic Shared Ethernet LAN Access Link, Customer Premises, per Fractional 1000 Mbps – 1000 Mbps 850nm Multi-mode	\$2,050.00	each

Furthermore, upon Customer's request to disconnect all service prior to the expiration of the selected term, Customer will be charged a one-time Contract Preparation Charge in the amount of \$423.00.

4. These rates and charges are in addition to any tariff rates and charges that may apply.

5. The implementation of SMARTRing service is location specific and could result in assessment of special construction charges. A BellSouth® internal service inquiry process will determine if special construction charges are applicable. If so, they will be quoted to Subscriber prior to the commencement of implementation activities.

END OF ARRANGEMENT AGREEMENT OPTION 1

2012 1101-3073



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02

AT&T MA Reference No. 133405UA

CUSTOMER ("Customer") Palm Beach County Street Address: 301 N Olive Ave 8th Floor City: West Palm Beach State: FL Zip Code: 33401- <u>Billing Address</u> Street Address: 301 S Olive Ave City: West Palm Beach State: FL Zip Code: 33401-	AT&T ("AT&T") For purposes of this Pricing Schedule, AT&T means the Service Provider specifically identified herein.
CUSTOMER Contact (for Contract Notices) Name: Steve Bordelon Title: Director, ISS Telephone: 561-353-5239 Fax: - - Email: sbordelon@pbcgov.org Street Address: 301 N Olive Ave 8th Floor City: West Palm Beach State: FL Zip Code: 33401-	AT&T Sales Contact Information and for Contract Notices Name: Bill Daniel Title: Account Manager Telephone: 561-775-4147 Fax: - - Email: bd2488@att.com Attention: Assistant Vice President Street Address: 2180 Lake Blvd., 7 th Floor City: Atlanta State: GA Zip Code: 30319 <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) Name: Company Name: Agent Street Address: City: State: Zip Code: - Telephone: - - Fax: - - Email: Agent Code:	

Customer agrees to purchase the Service according to the prices and terms and conditions set forth in this Pricing Schedule and in the applicable Service Publication. In jurisdictions that require the Service to be provided pursuant to tariff, the relevant Service Publication is the applicable Tariff; in jurisdictions that do not require the Service to be tariffed and in which AT&T has no tariff for the Service, the relevant Service Publication is the applicable Service Description(s), Price List(s) or Guidebook(s) (for ease of reference, the Service Descriptions, Price Lists and Guidebooks are referred to herein as the "Guidebook"). Tariffs and Guidebooks can be found at www.att.com/servicepublications. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate(s) identified below as the Service Provider(s).



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02

ATTEST:

"Customer" Palm Beach County

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Chair

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Paul F. [Signature]
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: Steve Bordelon [Signature]
Steve Bordelon, Director, ISS

"AT&T" AT&T Florida
By: Donna Bryant-Johnson [Signature]

Donna Bryant-Johnson, (AS)
(type name and title)

Date: 11-1-12

[Signature]
Witness

Zachary Rogers, CSS
(type name and title)

Date: 11/1/12



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

1. The Effective Date of this Pricing Schedule is the later of the signature dates above. The Pricing Schedule Term begins ("Term Start Date") (1) if this Pricing Schedule is only for new Service, on the date when the Service is installed and available for use by Customer pursuant to this Pricing Schedule, or (2) if this Pricing Schedule is for existing Service, on the Effective Date of this Pricing Schedule, and the Pricing Schedule terminates automatically at the end of the Pricing Schedule Term based on the number of months selected below.
2. If Customer terminates the Service, in whole or in part, for any reason other than default by AT&T, or AT&T terminates for Customer's default, on or after the Term Start Date, but before the scheduled completion of the Minimum Payment Period, then Customer shall become liable for Termination Charges. Unless otherwise specified in the Notes of this Pricing Schedule, Termination Charges are defined as fifty percent (50%) of the monthly rate for the terminated Service or Service Component as set forth in this Pricing Schedule, multiplied by the number of months remaining in the Minimum Payment Period at the point of termination plus any nonrecurring charges that were not applied upon installation as set forth in this Pricing Schedule.

Service Provider: AT&T Florida

Offer Expiration: This offer shall expire on: 1/10/2013.

Service Interval: Estimated service interval following acceptance date: Negotiable weeks.

Service Description ("Service"): BellSouth® Primary Rate ISDN - Voice/Data (Standard) service, ISDN - Business Service (IBS), BellSouth® Centrex service for multiple systems, BellSouth® MegaLink® service, BellSouth® CrisisLinkSM service, 9-1-1 PinPoint® service, intraLATA BellSouth® FlexServ® Service, Analog Private Line service, BellSouth® SMARTPath® service, Remote Call Forwarding Service, Foreign Exchange Service, and Business Lines and Trunks as part of Basic Local Exchange Service.

Term: This Pricing Schedule provides for a Pricing Schedule Term of thirty-six (36) months with a Minimum Payment Period of thirty-six (36) months. Unless specified elsewhere in this Pricing Schedule, the number of months in the Minimum Payment Period and the Minimum Retention Period are the same.

Customer may extend this Pricing Schedule at the same rates and terms and conditions for two one (1) year options upon sixty (60) day written notice and mutually agreed upon by both parties.

Supersedure: This Agreement supersedes the following Agreements: FL09-3843-03; FL09-4798-00; FL09-4804-00; FL09-4844-00; FL09-3994-01; and FL09-3964-02

Centrex: Each Centrex system will terminate coterminous with the expiration date of this contract regardless of the installation date of the individual systems.

Primary Rate ISDN Use of Service: Customer agrees that the Service will only be used to transport the voice and/or data traffic of Customer and its Affiliates, and not to originate or terminate voice and/or data traffic to bypass switched access charges as defined by applicable state and federal telecommunications law. Customer understands that this covenant is an essential part of the undertaking by AT&T herein, and that AT&T is relying upon Customer's covenant as an inducement to sell the Service. Customer agrees to compensate AT&T for any switched access charges that AT&T is obligated to pay, or entitled to collect, as a result of Customer's use of the Services, and Customer further agrees that this obligation to compensate AT&T shall not be capped or limited. As used herein the term Switched Access, generally speaking, means the charges that a long distance company is required to pay to a local telecommunications company for the termination or origination of long distance calls to or from a customer whose phone is connected to the local telecommunications company's local switching network. "Affiliate" of a party means any entity that controls, is controlled by, or is under common control with, such party.

Jurisdiction Certification for Megalink and SMARTPath: Under this Pricing Schedule, the service may only be purchased by Customers whose traffic on this service will be at least 90% intrastate. Customer is responsible for complying with this requirement, and by ordering or accepting such service under this Pricing Schedule, Customer is representing to AT&T that its traffic on the service will be at least 90% intrastate.



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

Customer understands and agrees that AT&T is relying upon Customer's representations concerning the proper jurisdiction of any and all circuits ordered under this Agreement. Customer expressly agrees that AT&T has the right, in its sole discretion, to immediately convert any circuit or service to the correct jurisdiction, and adjust the rates and terms accordingly, should AT&T determine that the jurisdictional nature of the circuit or service is different than what the Customer represented. Customer agrees to hold AT&T harmless, and to indemnify and defend AT&T from any and all claims that may result from AT&T's conversion of any circuit or service to the correct jurisdiction, based on any good faith effort to comply with applicable regulatory requirements.



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN, Access Line, -Each - No Rate (Provisioning USOC)	\$.00	\$.00	1LD1E
2	Access Line Connection to ISDN from Existing Customer Facilities - No Rate (Provisioning USOC)	\$.00	\$.00	1LD1F
3	BellSouth® Primary Rate ISDN, Interface, -Each - Voice/Data (Standard) - No Rate (Provisioning USOC)	\$.00	\$.00	PR71V
4	BellSouth® Primary Rate ISDN, B-Channel, -Each - Voice/Data (Standard) - No Rate (Provisioning USOC)	\$.00	\$.00	PR7BV
5	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$.00	\$10.00	PR7CN
6	BellSouth® Primary Rate ISDN, D-Channel - No Rate (Provisioning USOC)	\$.00	\$.00	PR7EX
7	BellSouth® Primary Rate ISDN, PRI Overflow Feature for Voice/Data Arrangements -Per analog and digital arrangement	\$.00	\$20.00	PR7OF



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

8	Redirecting Number Feature for BellSouth® Primary Rate ISDN - No Rate (Provisioning USOC)	\$.00	\$.00	PR7RN
9	BellSouth® Primary Rate ISDN, Telephone Numbers for Flat Rate Voice/Data, -Per telephone number requested inward and 2-way	\$.00	\$0.10	PR7TF
10	Flat Rate Primary Rate ISDN (1-1LD1E,1-PR71V,23-PR7BV)	\$.00	\$485.00	WDDKR
11	Flat Rate Primary Rate ISDN Voice/Data (Standard) with Access Line Connection to ISDN from Existing Customer Facilities -Per PRI (1-1LD1F,1-PR71V,23-PR7BV)	\$.00	\$485.00	WHHSW
12	BellSouth® Primary Rate ISDN, Facility Group 2Way Call Type	\$.00	\$.00	PR7CC
13	BellSouth® Primary Rate ISDN Facility Group	\$.00	\$.00	PR7CO
14	BellSouth® Centrex service, Payment Plan 5, Standard common equipment, each	\$.00	\$270.00	M1ACS



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

15	BellSouth® Centrex service, Payment Plan 5, Common equipment customized by the Company at the subscriber's request, each	\$.00	\$270.00	M1ACC
16	BellSouth® Centrex service, BellSouth® Centrex Control, Service Establishment, Initial setup, per system	\$.00	\$.00	CCXEN
17	BellSouth® Centrex service, Standard Features, per station line, each	\$.00	\$3.95	CENAA
18	BellSouth® Centrex service, BellSouth® Centrex Control, Per Line, Initial Setup, each station line, Company provisioned, subscriber provisioned, or converted from ECAS, DECAS, or Customer Control	\$.00	\$3.95	CENCA
19	BellSouth® Centrex service, Payment Plan 5, Station Links, Flat Rate, each	\$.00	\$8.75	M4LFA
20	BellSouth® Centrex service, Payment Plan 5, Station Links for 800 Service Termination, Flat Rate, each	\$.00	\$8.75	M4LFB
21	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/PSET (DMS-100 only), Flat Rate, each	\$.00	\$8.75	M4LFC



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

22	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5009 (DMS-100 only), Flat Rate, each	\$.00	\$8.75	M4LFD
23	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5209 (DMS-100 only), Flat Rate, each	\$.00	\$8.75	M4LFE
24	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5112 (DMS-100 only), Flat Rate, each	\$.00	\$8.75	M4LFF
25	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5312 (DMS-100 only), Flat Rate, each	\$.00	\$8.75	M4LFG
26	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5008 (DMS-100 only), Flat Rate, each	\$.00	\$8.75	M4LFT
27	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5208 (DMS-100 only), Flat Rate, each	\$.00	\$8.75	M4LFU
28	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5216 (DMS-100 only), Flat Rate, each	\$.00	\$8.75	M4LFV
29	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5316 (DMS-100 only), Flat Rate, each	\$.00	\$8.75	M4LF3



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

30	BellSouth® Centrex service, Payment Plan 5, Station Links Equipped with Caller ID, Flat Rate, each	\$.00	\$8.75	M4LFH
31	BellSouth® Centrex service, Payment Plan 5, Station Links Equipped with Caller ID and Message Waiting Lamp Indication (DMS-100 only), Flat Rate, each	\$.00	\$8.75	M4LFW
32	BellSouth® Centrex service, Payment Plan 5, Station Links Equipped for Message Waiting Lamp Indication (DMS-100 only), Flat Rate, each	\$.00	\$8.75	M4LFJ
33	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center, Flat Rate, each	\$.00	\$8.75	M4LFM
34	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/PSET (DMS-100 only), Flat Rate, each	\$.00	\$8.75	M4LFO
35	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5009 (DMS-100 only), Flat Rate, each	\$.00	\$8.75	M4LFP
36	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5209 (DMS-100 only), Flat Rate, each	\$.00	\$8.75	M4LFQ



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

37	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5112 (DMS-100 only), Flat Rate, each	\$.00	\$8.75	M4LFR
38	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5312 (DMS-100 only), Flat Rate, each	\$.00	\$8.75	M4LFS
39	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5008 (DMS-100 only), Flat Rate, each	\$.00	\$8.75	M4LF4
40	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5208 (DMS-100 only), Flat Rate, each	\$.00	\$8.75	M4LF5
41	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5216 (DMS-100 only), Flat Rate, each	\$.00	\$8.75	M4LF6
42	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5316 (DMS-100 only), Flat Rate, each	\$.00	\$8.75	M4LF7



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

43	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for 800 service Termination, Flat Rate, each	\$.00	\$8.75	M4LFZ
44	BellSouth® Centrex service, Payment Plan 5, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services, Flat Rate, each	\$.00	\$.00	M4LF9
45	BellSouth® Centrex service, Payment Plan 5, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services for 800 service Termination, Flat Rate, each	\$.00	\$.00	M4LF2
46	BellSouth® Centrex service, Payment Plan 5, Bridged Links, located on different premises from station link on non-continuous property, each	\$.00	\$8.75	M1FNX
47	BellSouth® Centrex service, Payment Plan 5, Bridged Links, located on different premises from station link on same continuous property, each	\$.00	\$8.75	M1FCX
48	BellSouth® Centrex service, Payment Plan 5, Extended Bridged Links, extended to different premises, different serving wire center, each	\$.00	\$8.75	M1FEX
49	BellSouth® Centrex service, Interoffice Channels, Per Non-ISDN service channel, each	\$.00	\$24.23	M1GBC



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

50	BellSouth® Centrex service, Interoffice Channels, Per Non-ISDN service channel, per mile	\$.00	\$1.60	M1GBM
51	BellSouth® Centrex service, Dedicated Private Facility Access, Trunk Side Termination, Analog Switch, each termination	\$.00	\$26.00	CENA6
52	BellSouth® Centrex service, Dedicated Private Facility Access, Trunk Side Termination, Digital Switch, each termination	\$.00	\$26.00	CEND6
53	BellSouth® Centrex service, Automatic Number Referral, per line with a non-listed Directory Number	\$.00	\$.00	CENAN
54	BellSouth® Centrex service, Automatic Number Referral, per line with a listed Directory Number	\$.00	\$.00	CENAL
55	BellSouth® Centrex service, Automatic Route Selection Basic per line (5ESS)	\$.00	\$0.20	M2HN5
56	BellSouth® Centrex service, Assumed Dial 9, per system	\$.00	\$1.10	M2DDA
57	BellSouth® Centrex service, Caller ID Number Only, per system (DMS-100)	\$.00	\$.00	M2NBB



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

58	BellSouth® Centrex service, Remote Access to Call Forwarding, per Station Link	\$.00	\$6.59	CENO2
59	BellSouth® Centrex service, Conference Arrangements, Conference Use Control, Conference Capability, each	\$.00	\$0.20	CENOF
60	BellSouth® Centrex service, Conference Arrangements, Conference Use Control, Conference Capability, each 6-port conference circuit	\$.00	\$0.20	CENOG
61	BellSouth® Centrex service, Conference Arrangements, Conference Use Control, Conference Capability, large conference additive (DMS-100)	\$.00	\$0.75	CENOH
62	BellSouth® Centrex service, Conference Arrangements, Preset Conference, Per conference number, each (DMS-100)	\$.00	\$6.00	M2RPD
63	BellSouth® Centrex service, Distinctive Ringing, per system (DMS-100)	\$.00	\$1.10	M2WAD
64	BellSouth® Centrex service, Direct Inward System Access (DISA), per number (DMS-100)	\$.00	\$0.15	M2UAD



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

65	BellSouth® Centrex service, Direct Inward System Access (DISA), per additional simultaneous access (DMS-100)	\$.00	\$0.15	M2UBD
66	BellSouth® Centrex service, Music/Announcement on Hold, per system	\$.00	\$15.50	M3DS6
67	BellSouth® Centrex service, Music/Announcement on Hold, per interface to music source, each	\$.00	\$15.00	M3DM6
68	Assigned Telephone Numbers without Facilities, Centrex Type Services, per Telephone Number Assigned	\$.00	\$0.15	ATNCS
69	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, Both-way, Flat Rate	\$.00	\$13.00	M9QCX
70	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Inward, Flat Rate	\$.00	\$13.00	M9Q1X
71	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Outward, Flat Rate	\$.00	\$13.00	M9QOX
72	MegaLink® service, Digital Local Channel, first 1/2 mile	\$.00	\$79.00	1LDPZ



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

73	MegaLink® service, Digital Local Channel, each additional 1/2 mile	\$.00	\$29.00	1LDPA
74	Interoffice Channel, each channel 0-8 miles, fixed component	\$.00	\$40.00	1LNO1
75	Interoffice Channel, each channel 0-8 miles, each airline mile or fraction thereof	\$.00	\$11.00	1LNOA
76	Interoffice Channel, each channel 9-25 miles, fixed component	\$.00	\$50.00	1LNO2
77	Interoffice Channel, each channel 9-25 miles, each airline mile or fraction thereof	\$.00	\$11.00	1LNOB
78	Clear channel capability, extended superframe format, at initial installation	\$.00	\$.00	CCOEF
79	Standard data network interface, single line T/R, T1/R1, miniature eight position non-keyed network interface for 1.544 Mbps digital service, per Digital Local Channel	\$.00	\$.00	RJ48C
80	AMI w/ Extended Superframe Format for 1.544M Customer Premise Channel (Provisional USOC)	\$.00	\$.00	MCOPO



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

81	BellSouth® CrisisLink(SM) service, Per subscriber location -First plan	\$.00	\$65.00	CLSEX
82	BellSouth® CrisisLink(SM) service, CrisisLink Number Routed	\$.00	\$.00	CLSTX
83	BellSouth® FlexServ® Service Dial Interface for FlexServ® Service (1) For Dial Access (a) 1.2 Kbps thru 19.2 Kbps Access Port	\$.00	\$54.00	APF19
84	Private Line Service, Circuit Term	\$.00	\$.00	CTG
85	BellSouth® FlexServ® Service DS0 Channel Connections Voice grade type, per DSO channel	\$.00	\$10.00	DSLVA
86	BellSouth® FlexServ® Service DS1 Channel Connections DSO switching, per DS1 channel	\$.00	\$49.00	DSL1A
87	BellSouth® FlexServ® Service Subrate Reconfiguration Capability Per DSO Equipped (DSOB)	\$.00	\$.00	DSL5B



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

88	Multipoint Bridging Conference Arrangement, Symmetrical Voice	\$.00	\$.00	F4AVX
89	BellSouth® FlexServ® Service FlexServ® Service Options Additional Concurrent User Access Per Additional Concurrent User Access	\$.00	\$57.00	FSSFU
90	BellSouth® FlexServ® Service FlexServ® Service Options Additional User Identification Codes Per Additional User Identification Code	\$.00	\$.00	FSSFA
91	BellSouth® FlexServ® Service Multipoint Bridging Voice Grade Connections, Per bridging leg	\$.00	\$4.50	FSSFM
92	BellSouth® FlexServ® Service Dial Interface for FlexServ® Service (2) Security Card (a) each	\$.00	\$.00	SECFS
93	Ground Start Signaling	\$.00	\$.00	SLG
94	Loop Start Signaling	\$.00	\$.00	SLQ
95	Reverse Battery Signaling	\$.00	\$.00	SV8



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

96	MegaLink® Channel Service, basic system capacity, central office, 24 voice equivalent channels	\$.00	\$120.00	VUM24
97	MegaLink® Channel Service, basic system capacity, central office, 48 voice equivalent channels	\$.00	\$165.00	VUM48
98	MegaLink® Channel Service, basic system capacity, central office, 96 voice equivalent channels	\$.00	\$340.00	VUM96
99	MegaLink® Channel Service, basic system capacity, central office, 192 voice equivalent channels	\$.00	\$650.00	VUM19
100	Flat Rate Service, Business Service, Multi-line Exchange Access Line, All Rate Groups -Per line (The Multi-line Exchange Access Line rate applies per line to subscribers with more than one exchange access line.)	\$.00	\$25.00	MFB
101	Flat Rate Service, Business Service-Caller ID compatible, Multi-line Exchange Access Line, All Rate Groups -Per line (The Multi-line Exchange Access Line rate applies per line to subscribers with more than one exchange access line.) (Caller ID feature must be ordered separately.)	\$.00	\$25.00	MFBC



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

102	Hunting, each	\$.00	\$1.00	HTG
103	Flat Rate Service, PBX Trunks, Business, Combination, All Rate Groups -Per Trunk	\$.00	\$37.00	TFC
104	Flat Rate Service, PBX Trunks, Business, DID (Direct In-Dial), All Rate Groups -Per Trunk	\$.00	\$40.00	TDD1X
105	Auxiliary Line Service (Inward Service), Business, Multiline Exchange Access Line, Per line	\$.00	\$25.00	7MB
106	Custom Calling Services, Business/Business PBX, Non-Packages, Call Forwarding Variable Multipath or Remote Access - Call Forwarding Variable Multipath -Per call forwarding path in excess of ten paths	\$.00	\$7.00	CFSVX
107	Custom Calling Services, Business/Business PBX, Non-Packages, Three-way Calling -Per central office per line/trunk equipped	\$.00	\$5.00	ESC



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

108	Custom Calling Services, Business/Business PBX, Non-Packages, Three-Way Calling with Transfer (Appropriate local or toll usage charges apply for calls originated by the subscriber, including connections which continue after the subscriber exits the call.)	\$.00	\$5.00	ESCWT
109	Custom Calling Services, Business/Business PBX, Non-Packages, Speed Calling (8-code) -Per central office per line/trunk equipped	\$.00	\$5.00	ESL
110	Custom Calling Services, Business/Business PBX, Non-Packages, Call Forwarding Variable -Per central office per line/trunk equipped	\$.00	\$5.00	ESM
111	Custom Calling Services, Business/Business PBX, Non-Packages, Call Waiting -Per central office per line/trunk equipped	\$.00	\$5.00	ESX
112	Custom Calling Services, Business/Business PBX, Non-Packages, Call Forwarding Busy Line -Per central office per line/trunk equipped	\$.00	\$2.00	GCE



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

113	Custom Calling Services, Business/Business PBX, Non-Packages, Call Forwarding Don't Answer -Per central office per line/trunk equipped	\$.00	\$2.00	GCJ
114	Custom Calling Services, Business/Business PBX, Non-Packages, Call Forwarding Don't Answer - Ring Control -Per central office per line/trunk equipped	\$.00	\$2.00	GCJRC
115	Custom Calling Services, Business/Business PBX, Non-Packages, Remote Access - Call Forwarding Variable -Per central office per line/trunk equipped	\$.00	\$2.00	GCZ
116	BellSouth TouchStar® service, Business, Call Return (denial of per activation)	\$.00	\$.00	BCR
117	BellSouth TouchStar® service, Business, Repeat Dialing (denial of per activation)	\$.00	\$.00	BRD
118	BellSouth TouchStar® service, Business, Call Tracing, Denial of, -Per Activation -Per Line	\$.00	\$.00	HBG



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

119	BellSouth TouchStar® service, Business, Call Selector -Per line	\$.00	\$.00	NSK
120	BellSouth TouchStar® service, Business, Call Return -Per line	\$.00	\$ 1.14	NSS
121	BellSouth TouchStar® service, Business, Call Block -Per line	\$.00	\$ 2.50	NSY
122	BellSouth TouchStar® service, Business, Enhanced Caller ID (with ACR) -Per line	\$.00	\$ 10.00	NXECR
123	BellSouth TouchStar® service, Business, Caller ID - Deluxe (with ACR) -Per line	\$.00	\$ 10.00	NXMCR
124	Simplified Message Desk Interface (SMDI) Call Number Information, Per Link, Analog (1200 bps)	\$.00	\$ 300.00	AVA
125	Customized Code Restriction, (CCR) Option #4, Business Line or PBX Trunk, each	\$.00	\$.00	CREX4
126	Customized Code Restriction, (CCR) Option #6, Business Line or PBX Trunk, each	\$.00	\$.00	CREX6



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

127	Customized Code Restriction (CCR), Option #1 Plus restricts calls to expanded local area Business Line or PBX Trunk, each	\$.00	\$2.40	CREXA
128	Customized Code Restriction (CCR), Option #2, with International Calling Blocking Business Line or PBX Trunk, each	\$.00	\$6.95	CREXW
129	Customized Code Restriction (CCR), Option #4 with International Calling Blocking Business Line or PBX Trunk, each	\$.00	\$.00	CREXY
130	Custom Calling Services, Business PBX, Non-Packages, Call Forwarding Variable, per trunk equipped	\$.00	\$5.00	E40
131	Message Waiting-Stutter Dialtone, per line	\$.00	\$0.64	MWW
132	Message Waiting Indication Audio- Visual, per line	\$.00	\$0.64	MWWAV
133	Direct-In-Dialing (DID) Service, Each additional group of 20 DID numbers	\$.00	\$5.00	ND4



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

134	Direct-In-Dialing (DID) Service, Non-Consecutive DID numbers, each	\$.00	\$0.25	ND5
135	Direct-Inward Dialing (DID) Service, DID Trunk Termination, each Inward Only Trunk	\$.00	\$20.00	NDT
136	Direct-Inward Dialing (DID) Service, Establish trunk group and provide first group of 20 DID numbers	\$.00	\$5.00	NDZ
137	Flat Rate Network Access Register (NAR) Package, MegaLink® Channel Service, Per NAR, one-way incoming	\$.00	\$14.00	NQP
138	Dual Tone Multifrequency (DTMF) Signaling, per trunk termination	\$.00	\$9.00	S5DBD
139	MegaLink® Channel Service, per NAR, Combination	\$.00	\$14.00	NQM
140	Foreign Exchange, Local Channel-Primary Channel	\$.00	\$19.00	1D91X
141	Foreign Exchange Mileage, fixed monthly	\$.00	\$3.00	1L9FX



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

142	Additional Listing, no Charge	\$.00	\$.00	FLT
143	Foreign Exchange, Measured 2Way, per line	\$.00	\$45.00	FX52B
144	Foreign Exchange-MegaLink Combination, per line	\$.00	\$45.00	FX5CM
145	Foreign Exchange, Access Combination Trunk	\$.00	\$45.00	FX5CX
146	Mileage-Extension Line	\$.00	\$1.15	1LLBE
147	Mileage-Private Line Channel Between Building per 1/10 Mile	\$.00	\$1.44	1LY8E
148	Private Line Service, Local Channel, Tie Line Type 2110	\$.00	\$14.90	1SE6Q
149	311 Service CO Activation Charge /Switch	\$.00	\$.00	311CC



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

150	311 Service Establishment Charge	\$.00	\$.00	311SE
151	Interoffice channel mileage voice grade service, series 2000, fixed	\$.00	\$ 5.50	3LBBS
152	Block Business Connect Announcement	\$.00	\$.00	BBC
153	MemoryCall Announcement 1 Minute	\$.00	\$ 9.95	CCRA1
154	Extension Station-Off Premises	\$.00	\$.00	EXF
155	Hot Line Service, per line	\$.00	\$.00	HLS
156	PBX Line ID Exception	\$.00	\$.00	LYE
157	MemoryCall Answering Service Plus, 90 Minutes of Use Per Mailbox, each	\$.00	\$ 9.95	MBB



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

158	MemoryCall Voice Mail, Flat Rate, each	\$.00	\$12.95	MBBBF
159	MemoryCall Answering Service, Personal Extension Mailbox, each	\$.00	\$10.95	MPMXX
160	Business Line, Outgoing, each	\$.00	\$25.00	OFB
161	PBX Main Station Line On/Off Premises, each	\$.00	\$.00	PXN
162	Single Line Toll Restriction CO Battery Reversal	\$.00	\$.00	RBT
163	MemoryCall Answering Service, Includes 90 Min Use-Each Mailbox	\$.00	\$7.95	SMBBX
164	MemoryCall Transfer Mailbox, each	\$.00	\$3.00	TRMBX
165	MemoryCall Deluxe Expanded VMS 300Min/Addl Min \$.08	\$.00	\$35.00	VMEXX



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

166	MegaLink® Channel Service feature activation, central office, for analog voice services, per trunk line, per feature activated, first and each additional channel activated	\$.00	\$3.00	1PQWU
167	MegaLink® Channel Service Feature activation, central office, Analog Voice Service, FX exchange line, each	\$.00	\$5.00	1PQW6
168	MegaLink® Channel Service Feature activation, central office, Analog Voice Service, FX trunk, each	\$.00	\$5.00	1PQW7
169	MegaLink® Channel Service Feature activation, central office, Analog Voice Service, off-premise station	\$.00	\$7.50	1PQWP
170	MegaLink® Channel Service Feature activation, central office, Analog Voice Service, private line, voice grade, non-data	\$.00	\$5.00	1PQWV
171	Local Channel Different Building Continuous Property-.1/10 Mile	\$.00	\$3.09	1LPGE
172	Private Line Channel, Same Building-Type 1109	\$.00	\$3.09	24A9J
173	IntraLATA Private Line Service, Sub-Voice Grade Local Channel, first and each subsequent	\$.00	\$45.00	P1JAX



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

174	Local Channels, Voice Grade, Per point of termination, Voice, Type 2230, first and each additional	\$.00	\$74.00	P2JUX
175	Local Channels IntraLATA Private Line Voice Grade, Type 2435, first and each additional	\$.00	\$125.00	P2JWX
176	IntraLATA Private Line Sub-Voice Grade Local Channel, first and each additional	\$.00	\$41.82	P1JHX
177	IntraLATA Private Line Voice Grade Local Channel, first and each additional	\$.00	\$125.00	P2JQX
178	IntraLATA Private Line Voice Grade Local Channel, first and each additional	\$.00	\$42.00	P2JGX
179	Local Channels, Voice Grade, Per point of termination, Voice, Type 2231	\$.00	\$85.54	P2JHX
180	MegaLink® Plus service Local Channel, each 1.544 Mbps	\$.00	\$73.00	P2JP1
181	Signaling Arrangements, Per local channel, Ringdown-Automatic, first and each additional	\$.00	\$20.00	SL5



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

182	Private Line Signal-Sub-Voice Service	\$.00	\$.00	RM CBL
183	Signaling Arrangements, Per local channel, Type C (900 or more ohms), first and each additional	\$.00	\$ 1.60	SAY
184	IntraLATA Private Line, Manual Ringdown Signaling Arrangement, first and each additional	\$.00	\$ 20.50	SL3
185	IntraLATA PrivateLine, E&M Signaling Arrangement, first and each additional	\$.00	\$ 18.00	SLM
186	SMARTPath® Service - SMARTPath® Area Connection - 1.544 Mbps - Per SMARTPath® service Area Connection - First and each additional	\$.00	\$ 430.00	SP1AC
187	SMARTPath® Service - SMARTPath® Area Junction - 1.544 Mbps - Per Serving Wire Center Connection - First and each additional	\$.00	\$ 60.00	SP1SW
188	Remote Call Forwarding, Per Additional Access Facility, each	\$.00	\$ 18.50	RCA



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

189	Remote Call Forwarding, per feature and one access path, measured local RCF, each	\$.00	\$18.50	RCFVF
190	Remote Call Forwarding, per feature and one access path Intrastate InterLATA, each	\$.00	\$18.50	RCFVQ
191	Remote Call Forwarding, per feature and one access path, Intrastate IntraLATA, each	\$.00	\$18.50	RCFVS
192	Surrogate Client Number (Voice Messaging ID Number)	\$.00	\$3.00	SMV
193	IntraLATA Private Line SynchroNet Digital Local Channel, each	\$.00	\$40.00	1RSD5
194	Private Line Service, SynchroNet Node Channel Term, each	\$.00	\$17.60	2UN56
195	Option 800 Rated-Existing Line	\$.00	\$3.00	WFASX



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

196	Bill Management-Standard Software Package and Support, 1 User	\$.00	\$50.00	BWBSL
197	ISDN - Business Service (IBS), Interface, Basic Rate DSL Access Arrangement, Business Service, Per DSL - Flat Rate Threshold Pricing Plan (a) ISDN Access (5ESS/DMS)	\$.00	\$40.00	LQTTB
198	ISDN - Business Service (IBS), Interface, Channels Activated, B. Channel (Maximum of 2) (1) Circuit Switched Voice/Data, each (a) Flat Rate Threshold Pricing	\$.00	\$9.35	LQGFY
199	ISDN - Business Service (IBS), Interface Users, Access to B Channel CSV/CSD, Flat Rate Threshold Pricing Plan (a) Each	\$.00	\$.00	LQAFX
200	Customer Network Management, Mgmt Access Interface, Web Interface, 1st	\$.00	\$.00	CNMWF
201	9-1-1 PinPoint service Installation Charge, Up to 1,000 station records, -per customer	\$3,600.00	\$.00	E8YN1
202	9-1-1 PinPoint service Installation Charge, 1,001 to 4,000 station records, -per customer	\$4,800.00	\$.00	E8YN2



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

203	9-1-1 PinPoint service Monthly Charges, 4,001 or more station records -Per 1,000 records	\$5,900.00	\$.00	E8YN3
204	9-1-1 PinPoint service Monthly Charges, Up to 1,000 station records -Per 1,000 records	\$.00	\$178.00	E8Y61
205	9-1-1 PinPoint service Monthly Charges, 1,001 to 4,000 station records -Per 1,000 records	\$.00	\$155.00	E8Y62
206	9-1-1 PinPoint service Monthly Charges, 4,001 or more station records -Per 1,000 records	\$.00	\$130.00	E8Y63
207	9-1-1 PinPoint service Local Channels Per Channel First Channel, each	\$475.00	\$.00	E8YCT
208	9-1-1 PinPoint service Local Channels Per Channel Additional Channels, each	\$105.00	\$.00	E8YCU
209	9-1-1 PinPoint service Local Channels Per Channel Each channel	\$.00	\$55.00	E8YCV
210	9-1-1 PinPoint service Cancellation Charge	\$2,500.00	\$.00	E8YDX



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All applicable rates and regulations for these services as set forth in the Private Line Services Tariff, General Subscriber Service Tariff and Guidebook are in addition to the rates and regulations contained in this Pricing Schedule. These rates and charges include the rate elements that have been specifically discounted. Other rate elements that are used in the provision of the service may not have been listed but can be found in the appropriate AT&T tariff.
2. Primary Rate ISDN volume discounts as outlined in the Tariff or Guidebook do not apply.
3. A Termination Charge shall not apply to the monthly rate for the termination of Primary Rate ISDN B-Channels prior to the expiration of the Minimum Payment Period.
4. Other rate elements used in the provision of Centrex may not be listed herein, however, can be found in the appropriate Tariffs or Price lists.
5. Centrex Payment Plan designation is for provisioning purposes only.
6. The appropriate tariff notes associated with each Centrex rate element apply as specified in the GSST.
7. The CrisisLink Per Call charge of \$.10 applies to each call rerouted during the time the alternate routing plan is active.
8. For ISDN - Business Service (IBS), Additional Call Appearances on PDN or Secondary Only DN - First Appearance will appear on all sets where these numbers appear.
9. For ISDN - Business Service (IBS), only one type of Conference, Drop, Hold and Transfer is allowed per terminal.
10. The following information in Item 10 is related to 9-1-1 PinPoint® service for AT&T ILEC DID service:

9-1-1 PinPoint® service is available only with Private Branch Exchange (PBX) service employing AT&T ILEC DID or AT&T ILEC PRI station numbers; it is not available with any Centrex or "Centrex-like" telephone numbers.

9-1-1 PinPoint® service is configured on a "per account" basis with the AT&T ILEC DID version of the service. All telephone numbers on an AT&T ILEC DID (non-PRI) account equipped with 9-1-1 PinPoint® service must be provisioned with 9-1-1 PinPoint® service. The Customer cannot randomly select which telephone numbers on an account will have the service. If multiple billing accounts are configured into one 9-1-1 PinPoint® service arrangement, all telephone numbers for all billing accounts will be aggregated into one charge and billed on one primary billing account.

The PBX DID customer is responsible for providing telephone number and address data to the service for all telephone numbers assigned to each billing account, even if the telephone number is in an unassigned status.

Users of 9-1-1 PinPoint® service are prohibited from provisioning PBX station numbers outside the boundary of the E9-1-1 tandem serving the physical address of the main PBX location. 9-1-1 calls from any telephone numbers provisioned outside the boundary of the serving E9-1-1 tandem would be routed to an incorrect Public Safety Answering Point (PSAP) with no location information. The Customer is responsible for ensuring that 9-1-1 PinPoint® service is provisioned in a compliant configuration that will ensure that 9-1-1 calls are routed correctly with the correct location information.

It is the Customer's responsibility to comply with hardware, software, and operating system requirements, including the appropriate Internet browser to access and maintain the Service.

The Customer is responsible for assuring that its authorized users comply with the provisions of these terms and the tariffs and that unauthorized persons do not gain access to or use the Services through user names, passwords, or other identifiers assigned to Customer pursuant to these terms. Specifically, Customer must keep User IDs, passwords, and any security token(s) that may be provided secure from use by any unauthorized individual. Customer shall also not use the Services in



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

any way that would be or would assist any third party to be in violation of any law or these terms. Customer shall comply with all applicable laws, rules, and regulations in connection with the Services. Customer shall not infringe upon any intellectual property rights contained in the product, including any associated programs, designs, materials, and trademarks. Customer shall provide such information and assistance as are reasonably requested by AT&T for purposes of facilitating AT&T's provision of Services to Customer. Finally, Customer shall be liable to AT&T and its suppliers for any damages related to violations of this agreement.

If Customer terminates the Service prior to the date Customer's obligation to pay for the Service begins, Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from such termination. In the event the Service is terminated after the date Customer's obligation to pay for the Service begins but prior to the expiration of the Service Period, Customer shall pay all Termination and Cancellation Charges as specified in the Tariff or Guidebook.

Customer shall return all security tokens associated with the Service to AT&T or AT&T's third-party provider upon termination of Service.

11. The Services in this Agreement that are installed and billing at the time of execution of this Agreement, and having met a minimum service period of twenty-four (24) months from initial installation, are hereby exempt from repayment of termination charges (monthly recurring and non-recurring).

12. The following nonrecurring charges will not apply upon installation. However, subject to Item 11 above, if all or any part of the Service is disconnected prior to the expiration of the Minimum Retention Period of 24 months, or less if provided for per tariff, then Customer will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable Termination Charges:

USOC	Description	Nonrecurring Charge	
BWBSL	Bill Management-Standard Software Package	\$150.00	each
1LD1E	Access Line	\$875.00	each
PR71V	Interface	\$110.00	each
PR7BV	B-Channel	\$5.00	each
PR7OF	PRI Overflow Feature, - Per arrangement	\$100.00	each
LQTTB	Interface, Basic Rate DSL Access Arrangement	\$130.00	each
LQAFX	Access to B Channel CSV/CSD	\$10.00	each
-	Line Connection, First	\$63.50	each
-	Line Connection, Additional	\$12.05	each
CENAA	Centrex Standard Features, per station line	\$19.50	each
CENCA	BellSouth® Centrex Control, Per Line, Initial Setup, each station line	\$19.50	each
CCXEN	BellSouth® Centrex Control, Service Establishment, Initial setup, per system	\$950.00	each
M1ACS	Centrex Standard Common Equipment	\$600.00	each
M1ACC	Centrex Customized Common Equipment	\$750.00	each
ATNCS	Assigned Telephone Numbers without Facilities	\$1.00	each
CENA6	Centrex Dedicated Private Facility Access, Trunk Side Termination, Analog Switch, each termination	\$44.50	each
CENAN	Centrex Automatic Number Referral, per line with a non-listed Directory Number	\$13.00	each
CEND6	Centrex Dedicated Private Facility Access, Trunk Side Termination, Digital Switch, each termination	\$44.50	each
CENOF	Centrex Conference Arrangements, Conference Use Control, Conference Capability	\$85.00	each
CENOG	Centrex Conference Arrangements, Conference Use Control, Conference Capability, each 6-port conference circuit	\$25.00	each
CENOH	Centrex Conference Arrangements, Conference Use	\$41.00	each



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

	Control, Conference Capability, large conference additive (DMS-100)		
M1GBC	Centrex Interoffice Channels, Per Non-ISDN service channel	\$240.00	each
M2DDA	Centrex Assumed Dial 9, per system	\$40.50	each
M2HN5	Centrex Automatic Route Selection Basic per line (5ESS)	\$10.50	each
M2RPD	Centrex Conference Arrangements, Preset Conference, per conference number (DMS-100)	\$20.00	each
M2UAD	Centrex Direct Inward System Access (DISA), per number (DMS-100)	\$59.00	each
M2UBD	Centrex Direct Inward System Access (DISA), per additional simultaneous access (DMS-100)	\$57.00	each
M2WAD	Centrex Distinctive Ringing, per system (DMS-100)	\$59.00	each
M3DM6	Centrex Music/Announcement on Hold, per interface to music source	\$75.00	each
M3DS6	Centrex Music/Announcement on Hold, per system	\$60.00	each
CLSEX	BellSouth® CrisisLink(SM) service, per location -First plan	\$750.00	each
ND4	Direct-In-Dialing (DID) Service, Each additional group of 20 DID numbers	\$15.00	each
ND5	Direct-In-Dialing (DID) Service, Non-Consecutive DID numbers, each	\$2.20	each
NDT	Direct-Inward Dialing (DID) Service, DID Trunk Termination, each Inward Only	\$90.00	each
MGLSE	MegaLink® Service Establishment Charge	\$575.00	each
1LDPZ	MegaLink® service, Digital Local Channel, first 1/2 mile	\$350.00	each
1LNO1	Interoffice Channel, each channel 0-8 miles, fixed	\$100.00	each
1LNO2	Interoffice Channel, each channel 9-25 miles, fixed	\$100.00	each
MGLPV	MegaLink® service, premises visit, per visit	\$ 40.00	each
RJ48X	Standard data network interface	\$7.96	each
1PQW+	MegaLink® Channel Service Feature activation, central office, Analog Voice Service, First/ Additional	\$7.00/ \$6.00	each
SP1AC	Area Connection, 1.544 Mbps, Per Area Connection, First/ Additional	\$430.00/ \$140.00	each
SP1SW	Area Junction, 1.544 Mbps, Per SWC Connection, First/ Additional	\$430.00/ \$140.00	each
SL3	Signaling Arrangements, Per local channel, Manual Ringdown, initial/ subsequent	\$55.44/ \$277.20	each
SL5	Signaling Arrangements, Per local channel, Automatic Ringdown, initial/ subsequent	\$21.12/ \$91.08	each
SLM	Signaling Arrangements, Per local channel, E&M Type, initial/ subsequent	\$60.72/ \$250.80	each
SAY	Signaling Arrangements, Per local channel, Type C, initial/ subsequent	\$14.52/ \$184.80	each
VUM24	MegaLink® Channel Service, basic system capacity, central office, 24 voice equivalent channels	\$225.00	each
VUM48	MegaLink® Channel Service, basic system capacity, central office, 24 voice equivalent channels	\$270.00	each
VUM96	MegaLink® Channel Service, basic system capacity, central office, 24 voice equivalent channels	\$355.00	each
VUM19	MegaLink® Channel Service, basic system capacity, central office, 24 voice equivalent channels	\$530.00	each



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

APF19	Dial Interface for FlexServ® Service, for Dial Access	\$75.00	each
DSL1A	FlexServ® Service, DS1 Channel Connections, DSO switching, per DS1 channel	\$125.00	each
DSL5B	FlexServ® Service, Subrate Reconfiguration Capability, Per DSO Equipped (DSOB)	\$45.00	each
DSLVA	FlexServ® Service, DS0 Channel Connections, Voice grade type, per DSO channel	\$35.00	each
FSSFA	FlexServ® Service Options, Additional User Identification Codes	\$3.00	each
FSSFM	FlexServ® Service, Multipoint Bridging, Voice Grade Connections, Per bridging leg	\$20.00	each
FSSFU	FlexServ® Service Options, Additional Concurrent User Access	\$125.00	each
SECFS	FlexServ® Service, Dial Interface, Security Card	\$100.00	each
1RSD5	SynchroNet Digital Local Channel	\$260.00	each
2UN56	SynchroNet Node Channel Term	\$25.00	each
P2JHX	Voice Grade Local Channel, per point of termination, Type 2231, First/ Additional	\$448.80/ \$145.20	each
P2JUX	Voice Grade Local Channel, per point of termination, Type 2230, First/ Additional	\$448.80/ \$145.20	each
P2JQX	Voice Grade Local Channel, per point of termination, Type 2432, First/ Additional	\$521.40/ \$184.80	each
P2JGX	Voice Grade Local Channel, per point of termination, Type 2434, First/ Additional	\$204.60/ \$99.00	each
P2JWX	Voice Grade Local Channel, per point of termination, Type 2435, First/ Additional	\$481.80/ \$165.00	each
P1JAX	Voice Grade Local Channel, per point of termination, Type 1204, First/ Additional	\$627.00/ \$217.80	each
P1JHX	Voice Grade Local Channel, per point of termination, Type 1205, First/ Additional	\$475.00/ \$158.40	each

Furthermore, upon Customer's request to disconnect all Service prior to the expiration of the Pricing Schedule Term, Customer will be charged a one-time Contract Preparation Charge in the amount of \$423.00.

13. In the event that all or any part of the Service is disconnected at Customer's request prior to expiration of any selected minimum service term of greater than one month's duration, Customer will be required to pay an early termination charge as stated in the terms and conditions. The provisions concerning liability for early termination charges only shall not be applicable to Customer when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

- a statute;
- an ordinance;
- a policy directive; or
- a Constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When Service is being provided and funding to the governmental entity for such Service becomes unavailable, Customer may cancel the Service without additional payment obligation. Provided, however, that if Customer cancels the Service for any reason other than the unavailability of funds, the early termination liability provisions in the terms and conditions shall apply.

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.

END OF ARRANGEMENT AGREEMENT OPTION 1



AT&T ILEC Intrastate Pricing Schedule

Case Number FL12-2278-02
Option 1 of 1

MAY 2005



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AT&T MA Reference No.

13305-14

0376

MASTER AGREEMENT

Customer Palm Beach County Street Address: 301 S Olive Ave City: West Palm Beach State/Province: FL Zip Code: 33401 Country: USA	AT&T AT&T Corp. or enter the International Affiliate Name <input type="checkbox"/> One AT&T Way, Bedminster, NJ 07921 <input type="checkbox"/> 2600 Camino Ramon, San Ramon, CA 94583 <input type="checkbox"/> 225 W. Randolph Street, Chicago, IL 60606 <input type="checkbox"/> One AT&T Plaza, Dallas, TX 75202 <input type="checkbox"/> 310 Orange Street, New Haven, CT 06510 <input checked="" type="checkbox"/> 2180 Lake Blvd., 7th Floor, Atlanta, GA 30319 <input type="checkbox"/> International Affiliate Address
Customer Contact (for notices) Name: Steve Bordelon Title: Director, ISS Street Address: 301 S Olive Ave City: West Palm Beach State/Province: FL Zip Code: 33401 Country: USA Telephone: 561-355-2394 Email: sbordelo@co.palm-beach.fl.us	AT&T Contact (for notices) Street Address: City: State/Province: Zip Code: Country: With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement") between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T, and dated _____ and continues in effect as long as Services are provided under this Master Agreement.

This Master Agreement will apply to all services and equipment Customer buys from AT&T, now and in the future, that are provided under Pricing Schedules attached to or referencing this Master Agreement ("Services"). Other Services may be provided by signing additional Pricing Schedules at any time. AT&T standard service offerings are described in Tariffs, Guidebooks, Catalogs, Service Guides and other documents identified in this Master Agreement.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

By: [Signature]
Deputy Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

[Signature]
Assistant County Attorney

(witness signature)

(witness name printed)

(witness signature)

(witness name printed)

2009 JUN 30 10 55

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

By: [Signature]
John F. Koons, Chairman

APPROVED AS TO TERMS AND CONDITIONS

[Signature]
Director, Information Systems Services

CONTRACTOR

By: AT&T (Corporate Name)

a Delaware corporation
(insert state of corporation)

By: [Signature]
(signatory)
[Signature]
(print signatory's name)

(print title)
05-28, 20009
(date of execution)

1. INTRODUCTION

1.1 **Overview of Documents.** The terms and conditions governing the Services that AT&T provides to Customer are set forth in this Master Agreement, the following additional documents, and any other documents executed by the parties and referencing this Master Agreement (which documents together with this Master Agreement are called "this Agreement"):

- (a) **Pricing Schedules.** A Pricing Schedule (including related attachments) identifies the Services AT&T may provide to Customer, the price (including discounts, if applicable) for each Service, and the term during which such prices are in effect ("Pricing Schedule Term").
- (b) **Tariffs, Guidebooks and Catalogs.** "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" or "Catalogs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs, Guidebooks and Catalogs may be found at att.sbc.com/search/tariffs.jsp, serviceguide.att.com/ABS/ext/index.cfm, cpr.bellsouth.com/index2.html or other locations AT&T may designate. Tariffs, Guidebooks and Catalogs applicable must be identified by a document or title name.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to Services provided over or accessing the Internet. The AUP may be found at att.com/aup, or other locations AT&T may designate.
- (d) **Service Guides.** The description, pricing, and other terms and conditions for the Service not covered by a Tariff, Guidebook or Catalog may be contained in a Service Guide, which may be found at new.serviceguide.att.com, or other locations AT&T may designate.
- (e) **Statement of Work.** A mutually agreed document setting forth the performance required for a given project.

1.2 **Priority of Documents.** The order of priority (descending) of the documents that form this Agreement is: Statement of Work, Equipment Order List or other attachment to the Pricing Schedule; Pricing Schedule; Tariffs, Guidebooks and Catalogs; this Master Agreement; the AUP; and Service Guides.

1.3 **Revisions to Documents.** Subject to Section 8.2(c) (Materially Adverse Change), AT&T may revise Tariffs, Guidebooks, Catalogs, Service Guides or the AUP (collectively "Service Publications") at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule referencing this Agreement in its own name and such Affiliate contract will be a separate, but associated, contract incorporating the terms of this Master Agreement with respect to that Pricing Schedule. Customer and AT&T will arrange to have their respective Affiliates comply with this Agreement, regardless of whether an Affiliate has signed a Pricing Schedule.

1.5 **Capitalized Terms.** Capitalized terms not otherwise defined in this Agreement are defined in Section 11 (Definitions).

2. AT&T DELIVERABLES

2.1 **Services.** AT&T agrees to either provide or arrange to have an AT&T Affiliate provide Services to Customer in accordance with this Agreement, subject to availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider.

2.2 **AT&T Equipment.** Services may include use of certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to AT&T Equipment (other than ordinary wear and tear) except to the extent caused by AT&T or its agents.

2.3 **Software.** Any software used with the Services will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions and they take precedence over this Agreement as to such software.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T to access property and equipment that Customer controls as reasonably required to provide the Services, and Customer will obtain, at Customer's expense, timely access for AT&T to property that Customer does not control (other than public property) as reasonably required to provide the Services. Access rights include the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as to use ancillary equipment space within a building, as necessary for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires to provide the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the

Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 Safe Working Environment. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. AT&T does not handle, remove or dispose of Hazardous Materials, and AT&T has no obligation to perform work at a location that is not a suitable and safe working environment. AT&T will not be liable for any Hazardous Materials.

3.3 Users. "User" means anyone employed by or affiliated with the customer who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement, and Customer agrees that Customer is responsible for Users' use of any Services, unless expressly provided to the contrary in applicable Service Publications.

3.4 Internet Services. If a Service is provided over or accesses the Internet, Customer, Customer's Affiliates, and Users must comply with the AUP.

3.5 Resale of Services. Customer may not resell the Services to third parties without AT&T's written consent. Where permitted under applicable law, Customer may resell the Services to Customer's Affiliates without AT&T's consent.

4. PRICING AND BILLING

4.1 Pricing and Pricing Schedule Term Extension. Unless a Pricing Schedule states otherwise, the prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term. No discount, promotion, credit or waiver set forth in a Service Publication will apply unless specifically referenced in a Pricing Schedule. Except to the extent prohibited by applicable law or regulation, or unless a Pricing Schedule states otherwise, upon expiration of a Pricing Schedule Term, the Pricing Schedule (and all applicable terms and conditions) shall automatically extend for successive terms equal to the original Pricing Schedule Term (an "Extension Term"), unless notice is given not to extend a Pricing Schedule by either party not earlier than 180 days nor later than 60 days before the scheduled expiration of the applicable term, unless more notice is required by applicable law or regulation. The prices listed in the Pricing Schedule in effect immediately prior to the beginning of the Extension Term shall continue in effect throughout the Extension Term, and any MARC commitment in effect immediately prior to the Extension Term shall continue in effect throughout the Extension Term. Customer shall not be entitled to any one-time or up-front discount, promotion, credit, or waiver set forth in an original Pricing Schedule during an Extension Term. AT&T may modify prices that will be charged during an upcoming Extension Term by giving Customer notice not less than 120 days before the scheduled expiration of the then-current term; otherwise, prices will not change during any Extension Term unless allowed elsewhere in this Agreement. If Customer gives notice not to extend a Pricing Schedule as prescribed herein, Customer will have the option to either (a) cease using the Service, or (b) continue using the Service on a month-to-month basis until terminated by either party on 30 days' notice. During the month-to-month extension period, the prices in the Pricing Schedule will automatically be increased to the then-current monthly extension rates (if any) specified in the applicable Service Publication or Pricing Schedule. During the month-to-month extension period, AT&T may modify rates, terms and conditions on 30 days' notice to Customer.

4.2 Additional Charges and Taxes. Prices set forth in a Pricing Schedule are exclusive of, and Customer will pay, all current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, custom clearances, duties, levies, shipping charges, and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent Customer is required by law to withhold or deduct any applicable taxes from payments due to AT&T, Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and Customer will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 Billing. Unless a Pricing Schedule specifies otherwise, Customer's obligation to pay for all Services will begin upon installation and availability of the Services to Customer. AT&T will invoice Customer on a monthly basis, or otherwise as specified in the Pricing Schedule. Customer will pay AT&T without deduction (except for withholding taxes as provided in Section 4.2 – Additional Charges and Taxes), setoff (except as provided in Section 4.5 – Delayed Billing; Disputed Charges), or delay for any reason. At Customer's request, but subject to AT&T's consent (which may be withheld if there will be operational impediments or tax consequences), Customer's Affiliates may be invoiced separately and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or Customer's Affiliates are not creditworthy.

4.4 Payments. Payments shall be made in accordance with the Local Government Prompt Pay Act, Florida Statute 218.70, *et seq.*

4.5 Delayed Billing; Disputed Charges. Customer will not be required to pay charges for Services invoiced more than 6 months after close of the billing month in which the charges were incurred, except for automated or live operator assisted calls

of any type. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charges and the reason it is disputed within 6 months after the date of the affected invoice or Customer waives the right to dispute the charge (except to the extent applicable law or regulation otherwise requires). Disputed charges may be withheld, but if not paid when due. Customer will incur late payment fees in accordance with Section 4.4 (Payments); however, to the extent AT&T determines the charges Customer disputed and withheld were invoiced in error, late payment fees for such charges will be reversed.

4.6 MARC. Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment of MARC-Eligible Charges set forth in a Pricing Schedule that Customer agrees to satisfy during each 12 consecutive month period of the Pricing Schedule Term. At the end of each such 12 month period, if Customer has failed to satisfy the MARC for the preceding 12 month period, Customer will be invoiced a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during the 12 month period, and payment will be due in accordance with Section 4.4 (Payments).

4.7 Adjustments to MARC.

(a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or reduction of AT&T's prices, or force majeure events, any of which significantly impairs Customer's ability to meet Customer's MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices or discount available at the reduced MARC level). If the parties reach mutual agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.7 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T written notice and evidence of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges Customer incurs prior to amendment of the affected Pricing Schedule.

(b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may mutually agree to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts, and Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 Confidential Information. Confidential Information means: (a) information the parties share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement, but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement and any pricing or other proposals. AT&T acknowledges that Palm Beach County's ability to comply with the provisions of this paragraph is regulated and constrained by the requirements of Florida's Public Records Act, Florida Statute Chapter 119.

5.2 Obligations. Each party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, which is indefinite): (a) be held in confidence; (b) be used and transmitted between countries only for purposes of using the Services or performing this Agreement (including in the case of AT&T, the ability to monitor Customer's transmissions in order to detect fraud, check quality, and to operate, maintain and repair the Services); and (c) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5), or to the extent compelled to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is compelled by such legal process and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law or legal process).

5.3 Exceptions. The restrictions in this Section will not apply to any information that: (a) is independently developed by the receiving party; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 Privacy Laws. Each party is responsible for complying with the privacy laws applicable to its business. If Customer does not want AT&T personnel to comprehend Customer data to which they may have access in performing Services, Customer should encrypt such data so that it will be unintelligible. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information (CPNI) to any employee or agent of Customer without a need for further authentication or authorization.

6. DISCLAIMERS AND LIMITATIONS OF LIABILITY

6.1 Disclaimer of Warranties. Except as specified in a Statement of Work AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY

ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE CORRECTLY ROUTED OR COMPLETED (INCLUDING CALLS TO 911), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND CONFIDENTIAL INFORMATION.

6.2 Limitation of Liability.

- (a) AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, SHALL IN NO EVENT EXCEED THE APPLICABLE CREDITS SPECIFIED IN A SERVICE PUBLICATION OR PRICING SCHEDULE, OR IF NO CREDITS ARE SPECIFIED, the liquidated damages amount shown on the applicable Statement of Work or an amount equivalent to the proportionate charge TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICES OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T.
- (b) SECTION 6.2(a) WILL NOT APPLY TO:
- (i) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE;
 - (ii) BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity), OR SECTION 10.2 (Trademarks);
 - (iii) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER SECTION 7 (Third Party Claims); OR
 - (iv) DAMAGES ARISING FROM AT&T'S Gross Negligence OR WILLFUL MISCONDUCT.
- (c) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

6.3 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S Gross Negligence OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH, applications, equipment, services CONTENT, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT or the applicable statement of work) FAILURE TO CORRECTLY ROUTE OR COMPLETE CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK, OR SYSTEMS.

6.4 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether damages were foreseeable, and will apply so as to limit the liability of each party and its Affiliates, and their respective employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend or settle any third-party claim against Customer, its Affiliates, and its and their respective employees and directors, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim alleges that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright, or trade secret, but not in circumstances where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliates or third parties, or combinations of the Service with any services or products not provided by AT&T; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of the Service in violation of this Agreement. AT&T agrees at its expense to defend or settle any third party claim against Customer, its Affiliates, and its and their respective employees and directors, and to pay all compensatory Damages relating to bodily injury, including death, or to loss of or damage to tangible property (without limitation or reference to Article 6, above) that a court may finally award against such parties to the extent the claim arises from the negligent or intentionally wrongful acts, errors, or omissions of AT&T.

7.2 Customer's Obligations. Customer agrees at its expense to defend or settle any third-party claim against AT&T, AT&T's Affiliates, and its and their respective employees, directors, subcontractors, and suppliers, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim: (a) arises out of Customer's, its Affiliate's, or a User's access to, or use of, the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided in connection with the Services.

7.3 Infringing Services. Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing.

7.4 Notice and Cooperation. The party seeking defense or settlement of a third party claim under this Section 7 will notify the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced thereby. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense; but the defending party will use counsel reasonably experienced in the subject matter at issue, and will not settle a claim without the consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required where relief on the claim is limited to monetary damages that are paid by the defending party under this Section 7.

8. SUSPENSION AND TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding, or makes an assignment for the benefit of its creditors.

8.2 Termination or Suspension of Services. The following additional termination provisions apply:

- (a) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer (i) commits a fraud upon AT&T, (ii) utilizes the Service to commit a fraud upon another party, (iii) unlawfully uses the Service, (iv) abuses or misuses AT&T's network or Service, or (v) interferes with another customer's use of AT&T's network or services.
- (b) **Material Breach.** If either party fails to perform or observe any material term or condition of this Agreement, including non-payment of charges (subject to Section 4.5 – Delayed Billing; Disputed Charges), and such failure continues unremedied for 30 days after receipt of notice, the non-breaching party may terminate the affected Service, and if the breach implicates the entire Agreement, terminate the entire Agreement. If Customer is in breach, AT&T may elect to suspend (and later terminate) the affected Service, and if the breach implicates the entire Agreement, suspend (and later terminate) the entire Agreement.
- (c) **Materially Adverse Change.** If AT&T revises a Service Publication and the revision has a materially adverse impact on Customer, and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. However, a revision to a Service Publication will not be considered materially adverse to Customer if it changes prices that are not fixed (stabilized) in a Pricing Schedule, if the price change was mandated by a governmental authority, or if the change affects a charge imposed under Section 4.2 (Additional Charges and Taxes).
- (d) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after notice from AT&T, AT&T may suspend (and later terminate) or terminate the Service. If Services are provided over or access the Internet, AT&T may act immediately and without notice to suspend or terminate Service in response to a court order or government notice that certain conduct must be stopped or when AT&T reasonably determines (i) that it may be exposed to sanctions or prosecution; (ii) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T services or the Internet; or (iii) that continuation of the Services otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.
- (e) **Infringing Services.** If neither of the options described in Section 7.3 (Infringing Services) are reasonably available, AT&T may terminate the affected Service without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site where AT&T is to install, maintain or provide Services, AT&T may terminate the affected Service or Service Component, or suspend performance until Customer removes and remediates Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 Withdrawal of Services. Notwithstanding that a Pricing Schedule may commit AT&T to provide a Service to Customer for a Pricing Schedule Term, and unless applicable law or regulation mandates otherwise, AT&T may discontinue providing a Service upon 12 months' notice, or a Service Component upon 120 days' notice, but only where AT&T generally discontinues providing the Service or Service Component to similarly-situated customers.

8.4 Effect of Termination.

- (a) Termination by either party of a Service does not waive any other rights or remedies a party may have under this Agreement. Termination or suspension of a Service will not affect the rights and obligations of the parties regarding any other Service.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination. If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins as provided in Section 4.3 (Billing), Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

8.5 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), 8.2(b) (Material Breach) or 8.2(c) (Materially Adverse Change), AT&T terminates a Service pursuant to Section 8.2(e) (Infringing Services), or AT&T withdraws a Service pursuant to Section 8.3 (Withdrawal of Services), Customer will not be liable for the termination charges set forth in Section 8.5(b).
- (b) If Customer terminates a Service or Service Component other than as set forth in Section 8.5(a), or AT&T terminates an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), or 8.2(a) (Fraud or Abuse), 8.2(b) (Material Breach), 8.2(d) (Internet Services) or 8.2(f) (Hazardous Materials), Customer will pay applicable termination charges as follows: (i) if termination occurs before the end of the Minimum Payment Period, Customer will pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule, plus any charges incurred by AT&T from a third party (e.g., not an AT&T Affiliate) due to the termination, all of which will, if applicable, be applied to Customer's MARC-Eligible Charges; and (ii) if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC, after applying amounts received pursuant to (i), for the balance of the Pricing Schedule Term.
- (c) The charges set forth in Section 8.5(b)(i) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if (i) the Minimum Payment Period and associated charge for the replacement Service Component are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service Component and (ii) the upgrade is not restricted in the applicable Service Publication.

8.6 Appropriations; Funding.

By executing a Pricing Schedule, Customer warrants that Customer has funds appropriated and available to pay all amounts due thereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Pricing Schedule Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under a Pricing Schedule, Customer may terminate the Pricing Schedule without liability for the termination charges set forth in Section 8.5(b) upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new Pricing Schedule to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate a Pricing Schedule under this Section. Termination of a Pricing Schedule for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates a Pricing Schedule under this Section, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

The parties acknowledge that equipment, services, software, and technical information (including technical assistance and training) provided under this Agreement may be subject to import and export laws, conventions or regulations, and any use or transfer of the equipment, products, software, and technical information must be in compliance with all such laws, conventions and regulations. The parties will not use, distribute, transfer, or transmit the equipment, services, software, or technical information (even if incorporated into other products) except in compliance with such laws, conventions and regulations. Customer, not AT&T, is responsible for complying with such laws, conventions and regulations for all information, equipment and software Customer transmits between countries using the Services.