

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	\$1,119,202.23	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	\$1,119,202.23				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No

Budget Account No: Fund 3053 Dept 411 Unit B362 Object 6502
Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

There are no costs associated with the Construction Master Services Agreement as funding sources are identified and funds are encumbered through individual work authorizations.

The one-time capital costs shown above for work Authorizations #1 and #2 collectively, are funded through the Criminal Justice and Public Improvements Revenue Bonds, Series 2008.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development and Control Comments:

OFMB
4/27/2013
see also 6/20

Contract Administrator
7-3-13 B. Wheeler
7/3/13

B. Legal Sufficiency:

Assistant County Attorney
7/8/12

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

Background and Justification: In April 2006, the Board approved the Jail Expansion Program to include a video visitation system to reduce overall costs, security, and contraband risk within the detention system. In 2009, the Board entered into a Master Agreement with AT&T which provided for a broad range of telecommunications services. Now it is necessary to contract for the services and video stations required to implement the public, professional, and inmate video conference stations which will be installed at the West County Courthouse and Main Detention Center. This Construction Master Agreement will supplement the AT&T Master Agreement. Because the video visitation system relies heavily on the performance of AT&T's network, troubleshooting system failures would have fallen on staff to identify the source of the problem, assign responsibility for repair and follow-up to ensure that the various parties' work was coordinated. As a result, staff determined that a construction master agreement with AT&T to be the most beneficial course of action for the County in terms of procuring services and goods associated with the development, installation, and ongoing support of various communication systems which need to be integrated with or rely on AT&T's network. The previous Construction Master Agreement (R2009-0199) has expired, however additional services are now required associated with the West County Courthouse and Main Detention Center and AT&T alone can integrate new equipment into the operating system still under warranty and utilizing proprietary software.



MASTER AGREEMENT

Customer Palm Beach County Street Address: 301 N 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: Audrey Wolf Title: Director, Facilities Development & Operations Street Address: 2633 Vista Parkway City: West Palm Beach State/Province: FL Zip Code: 33411 Country: USA Telephone: 561-233-0204 Fax: 561-233-0206 Email: awolf@pbcgov.org	AT&T Contact (for notices) Bill Daniel Street Address: 11760 US Highway 1 City: North Palm Beach State/Province: FL Zip Code: 33408-3013 Country: USA 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") and Attachment #1 ("Attachment"), which is incorporated into and made part of the AT&T 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.

Customer has requested that AT&T sign this AT&T Pricing Schedule first, and AT&T has agreed to do so. This Agreement as signed by AT&T shall be binding upon Customer from the time of Customer's signature, and AT&T will begin implementing the agreement when a fully signed copy is returned by Customer, provided such fully signed copy is returned to AT&T not more than thirty (30) days after AT&T delivered a signed copy to Customer. Further, any and all changes made to the AT&T Pricing Schedule after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this Agreement signed by both Parties, except for changes expressly authorized by the terms of this AT&T Pricing Schedule.

ATTEST:
SHARON R. BOCK, Clerk &
Comptroller

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida by and through its BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

Assistant County Attorney

(initials) Ann Mary Wolf
Director, Facilities Development &
Operations

AT&T Corp.

Lisa Casey-Gutshall
(witness signature)

Lisa Casey-Gutshall
Contracts Specialist
(witness name printed)

L. D. Bil 6/17/2013
(witness signature)

LARRY D. GIBSON
CONTRACTS SPECIALIST
(witness name printed)

By: _____
(Corporate Name)

a AT&T corporation
(insert state of corporation)

By: Eva P. Smith
(signatory)

EVA P. Smith
(print signatory's name)

It's Lead Customer Contracts
(print title)

6/17/2013, 200
(date of execution)

(Corporate Seal)

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).

1.6 **Term of Agreement:** The term of the Master Agreement shall be for three (3) years from the date at which the Master Agreement is approved by the Customer and Customer shall have the option of two additional two (2) year extensions with 90 day notice given to AT&T, or until the termination of AT&T's Master Service Agreement; whichever comes first.

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. AT&T acknowledges that the work to be performed pursuant to this Agreement will be conducted on an active construction site and AT&T will be further subject to any security, safety and other construction site regulations of the construction manager or general contractor specified in each individual mutually acceptable Statement of Work.

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. AT&T shall disclose to Palm Beach County, as part of the Pricing Schedule, all surcharges, recovery fees, custom clearances, duties, levies, shipping charges, and other similar charges which AT&T knows, or expects, may be associated with this transaction.

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 for the Services 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 are within 30 days of the County's receipt of the invoice and 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.

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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 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 (i) in response to a court order or government notice that certain conduct must be stopped; (ii) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints 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.

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.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.

10.4 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.5 Assignment and Subcontracting.

(a) This Agreement may not be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). Customer may, without AT&T's consent, but upon notice to AT&T, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, but Customer will remain financially responsible for the performance of such obligations. AT&T may, without Customer's consent, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, or subcontract to an Affiliate or a third party work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

(b) In countries where AT&T does not have an Affiliate to provide Service, AT&T may assign its rights and obligations related to a Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

(c) Any assignment other than as permitted by this Section 10.5 is void.

10.6 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.10 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.7 **Injunctive Relief.** Nothing in this Agreement is intended, or should be construed, to limit a party's right to seek preliminary or permanent injunctive relief from a court of competent jurisdiction for a breach of any provision of this Agreement.

10.8 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within 2 years after the cause of action accrues or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.9 **Notices.** All notices required under this Agreement will be delivered in writing to the recipient's contact designated on the cover page of this Master Agreement, or to such other contact as designated in writing from time to time. Notices shall be by internationally recognized overnight courier, certified or registered mail, email, or facsimile and will be effective upon receipt or when delivery is refused, whichever occurs sooner.

10.10 **Governing Law.** This Agreement will be governed by the law of the State of Florida, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply. Any legal proceeding shall be in a state or federal court of competent jurisdiction located in or having jurisdiction for Palm Beach County, Florida.

10.11 **Compliance with Laws.** Each party will comply with all applicable laws, regulations, and orders issued by courts or other governmental bodies of competent jurisdiction.

10.12 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T, and does not provide any third party (including Users) the right to enforce or bring an action for any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

10.13 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations set forth in Section 5 (Confidential Information), Section 6 (Disclaimers and Limitations of Liability) and Section 7 (Third Party Claims), will survive termination or expiration.

10.14 **Agreement Language.** The authentic language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.15 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the Services provided under this Agreement. Except as provided in Section 2.3 (Software), this Agreement supersedes all other agreements, proposals, representations, statements or understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

The following terms have the meanings set forth below:

"Affiliate" of a party means any entity that controls, is controlled by, or is under common control with, such party.

"Damages" means collectively all injury, damage, liability, loss, penalty, interest and expense incurred.

"Effective Date" means, for any Pricing Schedule, the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"MARC-Eligible Charges" means, unless the applicable Pricing Schedule indicates otherwise, the recurring and usage charges, after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means, in respect to any Service, the minimum period for which Customer is required to pay recurring charges for the Service, as specified in the Pricing Schedules or Service Publication for that Service.

"Service Component" means an individual component of a Service provided under this Agreement.

"Site" means Customer's physical location, including Customer's collocation space on AT&T's, its Affiliate's, or subcontractor's property, where AT&T installs or provides a Service.

ATTACHMENT #1 TO AT&T MASTER AGREEMENT

This Attachment #1 ("Attachment") is incorporated into and made part of the attached AT&T Master Agreement, MA Reference No. _____ ("Agreement") between Palm Beach County, referred to as "Owner," and AT&T Corp., referred to as "Contractor". This Attachment relates to AT&T providing contractual services as described in the attached Agreement.

In consideration of the mutual covenants and stipulations set forth in the Agreement and Attachment, the parties hereby agree as follows:

1. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. To the extent that Contractor is not properly licensed, equipped, organized and financed to perform such work, Contractor shall engage subcontractors or consultants who are. Contractor shall act as an independent contractor and not as the agent of Owner in performing the Agreement, maintaining complete control over its employees and all of its suppliers, consultants, and subcontractors. Nothing contained in this Agreement or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner. Contractor shall perform all work in accordance with its own methods subject to compliance with the Agreement. Contractor represents that all subcontractor agreements entered into shall incorporate by reference the terms and conditions of this Agreement, and further warrants that the Owner is an intended express third party beneficiary of any such subcontract.

2. Standards and Codes

Wherever references are made in the Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes. In case of conflict among any referenced standards and codes or between any referenced standards and codes the Owner will determine which shall govern. Contractor acknowledges that compliance with code requirements represents minimum standards for construction and is not evidence that the work has been completed in accordance with this Agreement.

3. Code Related Inspections

The Contractor recognizes that the Palm Beach County Department of Planning, Zoning, and Building (PZ&B) is a separate department within the County that is charged with the inspection of improvements to real property for code compliance. The improvements to be made by the Contractor pursuant to this Agreement may be subject to inspection by PZ&B. The Contractor agrees that it will not assert, as a County caused delay or as a defense of any delay on the part of the Contractor, any good faith action or series of actions on the part of PZ&B, including, but not limited to PZ&B's refusal to accept any portion of the Contractors work.

4. Cooperation with Others

Owner and other contractors and subcontractors will be working at the site during the performance of this Agreement. Contractor shall fully cooperate with the Owner, Owner's designated Representative, and other contractors to avoid any delay or hindrance of their work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.

If any part of the Contractor's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the work, promptly report to the Owner any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to report such discrepancies or defects shall constitute an acceptance of the Owner's separate contractors' work as fit and proper to receive his work, except as to defects which may subsequently become apparent in such work performed by others. Any costs caused by defective or ill-timed work of others shall be borne by the Contractor unless Contractor gives written notice to Owner, if reasonably possible, prior to proceeding with the work and in any event within three business days of such defects becoming apparent. In no event shall the Owner be liable to the contractor for delay damages, however as provided for in this Agreement.

5. Examination of Contractor's Records

The Owner shall, until the expiration of four years after final payment under this Agreement, have access at reasonable times and subject to reasonable requirements to any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Agreement, and to make copies, excerpts and transcriptions thereof.

6. Coordination and Correlation of Drawings and Specifications

The Contractor represents that the Contractor, subcontractors, consultants, material and equipment suppliers have compared all Drawings and Specifications that Contractor has determined are applicable to, or which may impact, Contractors work and have compared and reviewed all general and specific details on the Drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of similarly situated contractors, subcontractors, trades persons, manufacturers or other parties required to carry out the Work involved in this Agreement, have been either corrected or clarified prior to execution of this Agreement.

The Contractor represents that the prices shown on the Pricing Schedule and Fees Schedule represent the total cost for complete and functional systems and therefore, the Contractor's review and comparison of all Drawings has taken into consideration the total and complete functioning of all systems.

7. Permit Drawings and Specifications

To the extent that any of Contractors work is required to be permitted, Contractor shall provide the Owner with a complete set of the permitted drawings, documents, and addendum within five (5) days of issuance by the appropriate Building Official.

8. Suspension

- A. Owner may, at its sole option, decide to suspend at any time the performance of all or any portion of work to be performed under the Agreement. Contractor will be notified of such decision by Owner in writing. Such notice of suspension of work may designate the amount and type of plant, labor and equipment to be committed to the work. During the period of suspension, Contractor shall use its best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with suspension.
1. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise: immediately discontinue work on the date and to the extent specified in the notice;
 2. place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;
 3. promptly make every reasonable effort to obtain suspension, upon terms satisfactory to Owner, of all orders, subcontracts and rental agreements to the extent they relate to performance of work suspended;
 4. continue to protect and maintain the work including those portions on which work has been suspended, and
 5. take any other reasonable steps to minimize costs associated with such suspension.
- B. As full compensation for such suspension, Contractor will be reimbursed for the following verifiable costs (without profit), without duplication of any item, to the extent that such costs directly result from such suspension of work:
1. A standby charge to be paid to Contractor during the period of suspension of work which standby charge shall be sufficient to compensate Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the work in a standby status;
 2. All reasonable costs associated with mobilization and demobilization of Contractor's plant, forces and equipment;
 3. An equitable amount to reimburse Contractor for the cost of maintaining and protecting that portion of the work upon which work has been suspended; and
 4. If as a result of any such suspension of work the cost to Contractor of subsequently performing work is increased or decreased, an equitable adjustment will be made in the cost of performing the remaining portion of work.

In no event shall the Contractor be entitled to assert a claim for home office overhead in accordance with the Eichleay Formula or otherwise, in the event of an Owner suspension. Upon receipt of notice to resume suspended work, Contractor shall immediately resume performance of the suspended work to the extent required in the notice. Any claim on the part of Contractor for time and/or compensation arising from suspension shall be made within twenty-one (21) calendar days after receipt of notice to resume work and Contractor shall submit for review a revised construction schedule. No adjustment shall be made for any suspension to the extent that performance would have

been suspended, delayed, or interrupted by any Contractor's non-compliance with the requirements of this Agreement.

9. Extension of Time/No Damages for Delay

Excluding Force Majeure events as provided in section 10.3 in the Master Agreement if the Contractor's performance of this Agreement is delayed, which delay is beyond the reasonable control and without the fault or negligence of the Contractor or its subcontractors, consultants, material men or suppliers, or by changes ordered in the Work and in either event where such delay or change in the work impacts the critical path of the project schedule, the schedule shall be extended by Change Order on a day per day basis.

The Contractor must request the extension of time in writing and must provide the following information within the time periods stated hereafter. Failure to submit such information and in compliance with the time requirements hereinafter stated, shall constitute a waiver by the Contractor and a denial of the claim for extension of time:

- A. Nature of the delay or change in the work;
- B. Dates of commencement/cessation of the delay or change in the work;
- C. Activities on the progress schedule current as of the time of the delay or change in the work affected by the delay or change in the work;
- D. Identification and demonstration that the delay or change in work impacts the project time;
- E. Identification of the source of delay or change in the work;
- F. Anticipated impact extent of the delay or change in the work; and
- G. Recommended action to minimize the delay.

The Contractor acknowledges and agrees that the evaluation of time extensions will be based upon the following criteria:

- All schedule updates, submittals and other requirements of this Special Condition have been met;
- The delay must be the control of the Contractor and subcontractors and due to no direct or indirect fault of the Contractor;
- The delay which is the subject of the time extension must result in a direct delay to the project time;

Excluding Force Majeure events as provided in section 10.3 in the Master Agreement, the Contractor shall not be entitled to any extension of time for delays resulting from any cause unless it shall have notified the Owner in writing within twenty-four hours (24) after the commencement of such delay or 96 hours of knowledge of a potential delay, whichever is earlier. In any event, within seven (7) days of commencement of the delay, the Contractor shall provide in writing the information stated above.

The Contractor shall not be entitled to and hereby waives, any and all time delay related damages which it may suffer by reason of Act of God, unforeseen condition, delay, acceleration, cardinal changes, loss of efficiency or any other impacts to the work or time of performance and further, hereby waives all time delay related damages which it may suffer by reason of these events, including, but not limited to lost profits, overhead (whether determined by the Eichleay Formula or otherwise), increased insurance costs, loss of bonding capacity or lost profits on alternate or unperformed contracts, supervision, or home office expense. Contractor hereby affirms that the extension of time granted herein is the Contractor's sole and exclusive remedy for time delay related damages. Apart from extension of time, no payment of claim for time delay related damages shall be made to the Contractor as compensation for damages or any delays or hindrances from any cause whatsoever in the progress of the work whether such delay be avoidable or unavoidable.

For all changes in the Work in which the Contractor claims entitlement to a time extension, the Contractor shall provide to the Owner the same information as required above within seven (7) days of the issuance of the request for change order or direction to change the scope of the work and the Contractor's failure to provide such information shall constitute a waiver by the Contractor and a denial of any time extension for that change in the work. Further, upon execution by the Owner of any Change Order where no time extension has been requested and/or granted, that Change Order shall constitute a complete waiver of all claims for time delay related damages or for any extension of time related to that work, or any work impacted by the change.

10. Insurance

Unless otherwise specified in this Agreement or granted by County's Risk Management Department, the Contractor shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement or the performance of work hereunder, insurance coverage as described herein at limits, including endorsements, set forth in the Insurance Coverage & Limit Table below. In lieu of providing the required insurance coverage directly, Contractor may, with Owner's written approval, require its subcontractors and consultants to provide the required coverage. Contractor shall deliver to Owner Certificate(s) of insurance evidencing that such policies are in full force and effect, not later than fourteen (14) calendar days after receipt of Notification of Intent to Award, but in any event, prior to execution of the Agreement by Owner and prior to commencement of work on the project. Such certificate(s) shall adhere in every respect to the conditions set forth herein. The requirement contained herein as to types and limits, as well as County's approval of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Agreement.

PROFESSIONAL LIABILITY

Contractor shall maintain, or require its consultants to maintain, Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability of 1,000,000 per claim or wrong act and \$1,000,000 in the aggregate. For policies written on a "Claims-Made" basis, Contract or its consultant shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The retro date shall be shown on the certificate. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, Contractor shall purchase, or cause its consultant to purchase, a SERP with a minimum reporting period not less than 2 years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage. Contractor shall provide this coverage on a primary basis.

COMMERCIAL GENERAL LIABILITY

Contractor shall agree to maintain a standard ISO version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, X-C-U Coverages (if applicable), Severability of Interest including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

BUSINESS AUTOMOBILE LIABILITY

Contractor shall agree to maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis. Notwithstanding the foregoing, should the Contractor not own any automobiles, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

WORKER'S COMPENSATION & EMPLOYER'S LIABILITY

Contractor shall agree to maintain Worker's Compensation Insurance & Employers Liability, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the work site. This coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Exemptions for a Contractor in or doing work in the Construction Industry, or proof of worker's compensation provided by an employee leasing arrangement shall not satisfy this requirement. If any work is sublet Contractor shall require all subcontractors doing work hereunder to similarly comply with this requirement unless such subcontractors employees are covered by Contractor's Worker's Compensation insurance policy. Contractor agrees this coverage shall be provided on a primary basis.

ADDITIONAL REQUIRED INSURANCE WHEN WORK INVOLVES:

The Contractor shall agree to maintain the following additional required insurance coverages with respect to any work involving property, operations, or type of equipment for which each insurance coverages described below have been designed specifically to provide coverage for:

INLAND MARINE/TRANSIT INSURANCE

With respect to property with values in excess of \$100,000 which is rigged, hauled or situated at the site pending installation, the Contractor shall agree to maintain inland marine property/transit insurance provided the coverage is not afforded by a Builders Risk policy. Coverage shall be provided in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis. The Contractor agrees and understands the County shall not provide any inland marine nor transit insurance on behalf of Contractor for loss or damage to work, or to any other property of owned, hired, or borrowed by the Contractor. Permission is granted to Contractor to self insure this coverage.

SATISFYING LIMITS UNDER AN UMBRELLA POLICY

If necessary, the Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under an Umbrella or Excess Liability. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of

the required coverages. The County shall be included as an "Additional Insured" on the Umbrella or Excess Liability, unless the Umbrella or Excess Liability provides continuous coverage to the underlying policies on a complete "Follow-Form" basis without exceptions and stated as such on the Certificate of Insurance.

ADDITIONAL INSURED

The Contractor agrees to include the County as an Additional Insured on each insurance policies required to be maintained by the Contractor, except for Worker's Compensation, Business Auto Liability and Professional Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for watercraft, aircraft, builder's risk or transit insurance, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Contractor. The endorsement shall read "Palm Beach County Board of County Commissioners". The Contractor shall agree the Additional Insured endorsements provide coverage on a primary basis. Coverage shall be in accordance with all of the limits, terms and conditions set forth herein.

LOSS PAYEE

The Contractor shall agree to endorse the County as a joint Loss Payee on the Inland Marine/Transit Insurance, when required to be maintained by the Contractor. The Loss Payee endorsement shall read "Palm Beach County Board of County Commissioners." Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein. The Contractor shall agree the joint Loss Payee endorsement provides coverage on a primary basis.

WAIVER OF SUBROGATION

Contractor shall agree by entering into this Agreement to a Waiver of Subrogation for each required policy providing coverage during the life of this Agreement. When required by the insurer or should a policy condition not permit an Insured to enter into an pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

RIGHT TO REVIEW & ADJUST

Furthermore, the County reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, County shall provide Contractor written notice of such adjusted limits and Contractor shall agree to comply within sixty (60) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

NO REPRESENTATION OF COVERAGE ADEQUACY

The coverages and limits identified in the table have been determined to protect primarily interests of the County only, and the Contractor agrees in no way should the coverages and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the construction project or otherwise.

CERTIFICATE OF INSURANCE

Certificates of Insurance must provide clear evidence that Contractor's Insurance Policies contain the minimum limits of coverage and terms and conditions set forth herein. In the event the County is notified that a required insurance coverage will cancel or non-renewed during the period of this Agreement, the Contractor shall agree to furnish at least ten (10) days prior to the expiration of such insurance, an additional certificate of insurance or renewal binder as proof that equal and like coverage for the balance of the period of the Agreement and any extension thereof is in effect. Contractor shall agree not continue to work pursuant to this Agreement unless all required insurance remains in effect. The County shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by the County. The County reserves the right to withhold payment, but not the obligation, to Contractor until coverage is reinstated. If the Contractor fails to maintain the insurance as set forth herein, the County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

ADDITIONAL REQUIREMENTS FOR CERTIFICATES OF INSURANCE

1. Shall clearly identify Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured for all required insurance coverages, except Workers Compensation, Business Auto Liability and Professional Liability.
2. Shall clearly indicate project name and project number to which it applies.
3. Shall indicate requirement in the event of cancellation or non-renewal of coverage to provide notification as per policy terms.
4. Evidence of renewal coverage must be provided at least ten (10) days in advance of any policy that may expire during the term of this Agreement.
5. Shall clearly identify Palm Beach County, Board of County Commissioners as a Joint Loss Payee on any Inland Marine coverages.
6. Contractor shall deliver original Certificate(s) of Insurance to the following Certificate Holder address:
 Palm Beach County
 Facilities Development & Operations Department
 Capital Improvements Division
 2633 Vista Parkway
 West Palm Beach, FL 33411

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION

Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

SUBCONTRACTOR'S INSURANCE

The Contractor shall ensure that any and all subcontractors purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the County, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

INSURANCE COVERAGE & TABLE

The Contractor shall agree to maintain the coverages, endorsements, and limits of liability in accordance with and set forth by the Insurance Coverage & Table below:

INSURANCE COVERAGE & LIMIT TABLE		
TYPE OF COVERAGE	CONTRACTS LESS THAN \$500,000	CONTRACTS \$500,000 OR MORE
<u>COMMERCIAL GENERAL LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required:	\$500,000 per occurrence Yes	\$1,000,000 per occurrence and in the aggregate Yes
<u>Commercial AUTO LIABILITY:</u> Limit of Liability not less than:	\$500,000 per occurrence	\$1,000,000 per occurrence
<u>WORKERS COMPENSATION & EMPLOYERS LIABILITY:</u> Coverage not less than: Employers Liability Limits:	Statutory \$100/500/100	

11. Payment and Performance Bonds

For all subcontracts in excess of Two Hundred Thousand Dollars (\$200,000), Contractor shall cause its subcontractors to post a payment and performance bond in the full amount of the subcontract. Such bond shall be in a form acceptable to the Owner and shall name Palm Beach County as a additional obligee. Bonds written on the form contained in Florida Statute Section 255.05 will be acceptable.

The payment and performance bonds shall incorporate by reference all of the terms and conditions of the Agreement, including but not limited to the Contractor and Surety's obligation for liquidated damages, if any, as well as Surety's acknowledgment regarding any and all provisions addressing or regarding "no damages for delay", as provided for in these Special Conditions.

The Surety Company, in addition to the above requirements, shall be currently listed with the United States Department of Treasury for an amount greater than the contract amount.

Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney, reflecting his/her authority as Power of Attorney in the State of Florida.

12. General and Local Conditions

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability, quantity and quality of labor, physical conditions of existing construction, equipment and facilities needed preliminary to and during performance of the Agreement; and all other matters which can in any way affect performance of the Agreement, or the cost associated with such performance. The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Agreement.

13. PALM BEACH COUNTY ORDINANCES**CRIMINAL HISTORY RECORDS CHECK ORDINANCE**

The Contractor shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance (Ordinance), if Contractors employees or subcontractors are required under this Agreement to enter a critical facility as identified in Resolution R2003-1274. The Contractor acknowledges and agrees that all employees and subcontractors who are to perform work in a critical facility will be subject to a fingerprint based criminal history check.

Prior to commencement of work within a critical facility, the Contractor shall make arrangements through the County's Electronic Services and Security Division/Access Section for its employees and those of its subcontractors to have finger print based criminal history record checks performed. Those employees clear of disqualifying offenses will be granted an ID badge which must be worn at all times. A list of disqualifying offenses is available upon request. Any person found to have a disqualifying criminal offense will be denied unescorted access to the project. The Contractor will be charged a nominal fee for lost cards.

Although County agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the Contractor shall be solely responsible for all direct and indirect costs associated with complying with Ordinance 2003-030.

INSPECTOR GENERAL ORDINANCE

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor

14. Parking

FH2750 1-1B9XQKB 04.15.13 ; 05.09.13

- A. All parking at the Facility shall be in designated parking areas.
- B. All parking lots are County Property. As such, the County reserves the right to search any vehicle parked there and any vehicle entering or leaving the facilities. This is a warrantless search; the County does not need a warrant to search a vehicle. Workers shall take personal responsibility to search their own vehicles to ensure no articles therein are declared contraband. Examples include written communications, money, tobacco products, intoxicants, drugs/controlled substances, firearms or weapons or anything not specifically authorized.

15. Violations of Rules and Regulations

- A. Violations of the rules and regulations of the facility, Palm Beach County and laws of the State of Florida will be dealt with and governed by those rules and laws.
- B. Felony violations will be prosecuted.

16. Staging Areas

The Contractor's Staging Areas have been designated in the documents. All vehicles, tools and equipment will be stored in the designated staging areas.

17. Standard of Care

CONTRACTOR contracts with Owner to furnish its professional skill and judgment, and that of its subcontractors and consultants, with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Agreement first written. It is specifically understood that the Florida Accessibility Code for Building Construction latest edition as acted by the Florida Building Code shall be complied with and incorporated into the project.

Although specific provisions of this Agreement refer to some services with terms such as complete, accurate, full extent, highest, in detail, verify, certify, represent, substantiate, inspect, monitor, discover, as often as necessary, approve, accept, reject, and enforce, such terms and similar terms shall be qualified by the standard of care stated in the preceding paragraph.

18. Public Entity Crimes

As provided in F.S. 298.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3) (a).

19. Local Ordinances

In addition to Contractor's general obligation to comply with local ordinances, Contractor is specifically required to comply with Palm Beach County's Living Wage Ordinance and Palm Beach County's Small Business

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 06/19/13 REQUESTED BY: Mike McPherson PHONE: 233-0278
FAX: 233-0270

PROJECT TITLE: Jail Expansion Project PROJECT NO.: 06213

ORIGINAL CONTRACT AMOUNT: NA BCC RESOLUTION#:
DATE

REQUESTED AMOUNT: \$125,864.80

CSA or CHANGE ORDER NUMBER: WO #1

CONSULTANT/CONTRACTOR: AT&T

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE
CONSULTANT/CONTRACTOR:

WO #1 – West County Courthouse Video Visitation for Court Holding

CONSTRUCTION	\$125,864.80
PROFESSIONAL SERVICES	_____
STAFF COSTS** (Design/Construction Phase)	_____
MISC. (permits, prints, advertising)	_____
TOTAL	\$125,864.80

** This is an estimate of staff charges. Actual(s) will be billed at the end of each fiscal year. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project.

BUDGET ACCOUNT NUMBER (IF KNOWN)

Budget Account No: Fund 3053 Dept 411 Unit B362 Object 6502

FUNDING SOURCE (CHECK ALL THAT APPLY): AD VALOREM OTHER *Bond*
 FEDERAL/DAVIS BACON

SUBJECT TO IG FEE? YES NO

BAS APPROVED BY: _____ DATE: 6-19-13

ENCUMBRANCE NUMBER: _____

FACILITIES DEVELOPMENT & OPERATIONS BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 06/19/13 REQUESTED BY: Mike McPherson PHONE: 233-0278
FAX: 233-0270

PROJECT TITLE: Jail Expansion Project PROJECT NO.: 06213

ORIGINAL CONTRACT AMOUNT: NA BCC RESOLUTION#:
DATE

REQUESTED AMOUNT: \$993,337.43

CSA or CHANGE ORDER NUMBER: WO #2

CONSULTANT/CONTRACTOR: AT&T

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE
CONSULTANT/CONTRACTOR:

WO #2 – Main Detention Center Video Visitation

CONSTRUCTION	\$993,337.43
PROFESSIONAL SERVICES	_____
STAFF COSTS** (Design/Construction Phase)	_____
MISC. (permits, prints, advertising)	_____
TOTAL	\$993,337.43

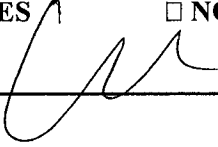
** This is an estimate of staff charges. Actual(s) will be billed at the end of each fiscal year. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project.

BUDGET ACCOUNT NUMBER (IF KNOWN)

Budget Account No: Fund 3053 Dept 411 Unit B362 Object 6502

FUNDING SOURCE (CHECK ALL THAT APPLY): AD VALOREM OTHER Bond
 FEDERAL/DAVIS BACON

SUBJECT TO IG FEE? YES NO

BAS APPROVED BY:  DATE: 6-19-13

ENCUMBRANCE NUMBER: _____

**AT&T Network Integration Pricing Schedule for
AT&T NI Services and Equipment Resale
With Statement of Work**

Administrative Data
 AT&T Agreement Reference Number: 201306172894UA
 Document Date: June 6, 2013
 AT&T NI eGBS Tracking ID: GBS50988-9.4

CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T") (designate other entity if signing entity other than AT&T Corp)	AT&T Branch Sales Contact Name
Palm Beach County	AT&T	Name: Bill Daniel
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
Street Address: 2633 Vista Parkway City: West Palm Beach State: FL Zip Code: 33411	One AT&T Way Bedminster, NJ 07921-0752 Contact: Master Agreement Support Team Email : mast@att.com	Address: 11760 US Highway 1, 3 rd Floor City: North Palm Beach State: FL Zip Code: 33408 Fax: 678-297-4135 Email: bd2488@att.com Sales/Branch Mgr: Erik Lindborg SCVP Name: Rusty Rhodes
CUSTOMER Contact	AT&T Address and Contact	AT&T NI Contact Information
Name: Audrey Wolf Title: Director Telephone: 561- 233-0204 Fax: 561-233-0206 Email: awolf@pbcgov.com	Name: Title: Telephone: Street Address: City: State: Domestic / Intl / Zip Code:	Name: Narendra Garg Address: 3A-4D05, 200 Laurel Av. City: Middletown State: NJ Zip Code: 07748 Telephone: 732-420-8464 Email: nkgarg@att.com ATTUID: ng2542
CUSTOMER Billing Address		
Street Address: 2633 Vista Parkway City: West Palm Beach State: FL Zip Code: 33411		

This AT&T Network Integration Pricing Schedule ("NI Pricing Schedule") for Services and/or Purchased Equipment is appended to the Agreement referenced above.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, by its BOARD OF COUNTY COMMISSIONERS

By: _____
Steven L. Abrams, Mayor

APPROVED AS TO FORM
TERMS AND CONDITIONS

By: *Audrey Wolf*
Audrey Wolf, Director, FDO

CONTRACTOR

By: AT&T
(Corporate Name)
a New York corporation
(insert state of corporation)

By: *Eva P. Smith*
(signatory)

EVA P SMITH
(print signatory's name)

Lead Customer Contracts
(print title)

6/19/2013, 2013
(date of execution)

(Corporate Seal)

Larry D. Gibson 06/19/2013
(witness signature)

LARRY D. GIBSON
CONTRACTS SPECIALIST

(witness name printed)

STATEMENT OF WORK VIDEO VISITATION SYSTEM – WEST COURT HOLDING COURT ROOM

1. APPLICABLE DEFINITIONS

"Purchased Equipment" means equipment sold under this Statement of Work ("SOW") by AT&T to Customer. Purchased Equipment includes any internal code required to operate such Equipment. All other capitalized terms used but not defined in this SOW have the meaning given them in the Master Agreement.

"Contractor" shall mean AT&T's contractor(s), subcontractor(s), or suppliers hereunder.

"County" or "Owner" shall mean AT&T's Customer as stated in page 1.

"Contract" shall mean this AT&T NI Pricing Schedule and attached SOW, inclusive of AT&T's Customer's Agreement as stated on page 1.

2. PRICING AND INVOICING

Appendix 1 specifies the charges that Customer shall pay and the billing/invoicing procedures.

3. PURCHASED EQUIPMENT TERMS

Purchased Equipment listed herein shall be ordered, and Customer shall be obligated to pay for, upon execution of this SOW and any changes to the listing of Purchase Equipment shall be submitted by Customer to AT&T in written format (as described herein). Information, terms and/or conditions, or other language contained in any other document(s) or pre-printed purchase order(s) furnished by Customer to AT&T in excess of or outside of such information or in conflict with any term or condition in this NI Pricing Schedule or in the SOW is/are void.

Title and risk of loss to Purchased Equipment shall pass to Customer upon delivery to Customer's site. Customer shall be responsible for additional charges incurred, if any, for storage of Purchased Equipment following delivery to Customer's site unless Customer provides secure storage facilities.

Unless specified otherwise herein, AT&T's obligation, if any, to defend or settle any claim against Customer and to pay all Damages that a court may award against Customer in any suit that alleges that the Video Visitation System infringes any patent, trademark, copyright or trade secret is limited to the extent of the Video Visitation System supplier's corresponding obligations, if any, to AT&T in respect of the relevant Video Visitation System.

4. LICENSES AND THIRD PARTY MAINTENANCE

Purchased Equipment, software and maintenance (if any) resold to Customer hereunder may be subject to additional license terms and/or other requirements or restrictions imposed by the manufacturer, supplier or publisher. Customer is solely responsible for ensuring its adherence to such terms, requirements, and restrictions, and is deemed to have accepted them upon receipt of the Purchased Equipment or software, or on commencement of maintenance. For purposes of this SOW, "Services" does not include maintenance even if AT&T, as agent for a third party, facilitates the purchase of or invoices for such maintenance.

5. PUBLIC CONSTRUCTION BOND AND FORM OF GUARANTEE

Prior to execution of this Contract, AT&T shall furnish the following to the County, on the forms provided by the County; 1) Public Construction Bond in the amount of 100% of the Contract Price and 2) Form of Guarantee.

Such Public Construction Bond shall incorporate by reference all of the terms and conditions of the Contract, including but not limited to AT&T and Surety's obligation for liquidated damages as well as Surety's acknowledgement regarding any and all provisions addressing or regarding "no damages for delay."

The Surety Company, in addition to the above requirements, shall be currently listed with the United States Department of Treasury for an amount greater than this Contract. AT&T, at the time of execution of this Contract, shall provide, with the bonds, a copy of the Surety Company's current valid Certificate of Authority issues by the United States Department of the Treasury under SS 31, U.S.C 9304-9308.

The bond shall be written on forms provided or approved by the County and AT&T shall require the attorney-in-fact who executes the required bond on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney.

6. SCHEDULE FOR COMPLETION AND LIQUIDATED DAMAGES

The time limit for the Substantial Completion of all work under this Contract shall be 120 days. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed. Time is of the essence. AT&T agrees that it shall commence the Work to be performed under this Contract on the date set by the County in its written Notice to Proceed, continuing the Work with diligence and shall substantially complete all Work

under this Contract in not more than 120 calendar days. A letter of Substantial Completion and Final Phase Completion shall be issued by the County for each phase or mutually agreed portion of the work once completed. AT&T agrees that it will complete said separate portions of the Work in accordance with such date. Substantial Completion is defined in the Statement of Work. In the event of the occurrence of Force Majeure, delays caused by the County, or delays mutually agreed via Change Orders, any or all of which delay the critical path of the project, then the time for Substantial Completion shall be equitably adjusted.

Should AT&T (or in the event of a default, its Surety) fail to achieve Substantial Completion by the contractual date, the County will suffer damages, the amount of which is difficult if not impossible to ascertain, and the County shall be entitled to Liquidated Damages as specified for each calendar date beyond the Contractual end date, until certification of Substantial Completion has been given by the County. The Liquidated damages rate is \$840.00 per day through the date of Substantial Completion.

Liquidated Damages due to the County may be deducted from payment due to AT&T, or may be collected from the contractor or its Surety or sureties. The liability of AT&T and its Surety or Sureties for delay damages shall be joint and several. These provisions for liquidated damages shall not prevent the County, in case of AT&T's default, from terminating the right of AT&T to proceed as provided in the General Conditions.

7. ADDITIONAL TERMS

Those additional terms of Appendix 2 are incorporated into and made part of this SOW. With respect to these additional terms, as well as throughout this Work Authorization, "Contractor shall mean AT&T, and "Owner" shall mean Customer.

Any additional quantities required over and above the contracted quantity listed on the Appendix shall be negotiated based on the status of the project.

SCOPE OF WORK

1. SERVICES

Contractor shall design a video conferencing system allowing H323 communications between the Palm Beach County Main Judicial Center existing VCS, located in West Palm Beach and the West County Court and Holding located in Belle Glade. Contractor is responsible for the complete installation, configuration and testing of the video conferencing for three (3) courtrooms/Hearing room at the West County Courthouse and three (3) video hearing rooms and six (6) group holding rooms located at the West County Courthouse Holding Area "C Pod".

(a) Basic functionality and performance requirements

AT&T has reviewed the proposed design with Owner-provided equipment and acknowledges that the system will meet functional requirements.

- System must be interfaced with the courtroom audio system.
- System must provide an HD input to each courtroom monitor.
- System must provide bi-directional audio with a/v synchronization, with the exception of the inmate quad view displays; these will not have synchronized audio.
- System must provide a quad view of the courtroom and inmate cameras.
- System must provide a method to mute the inmates' audio to the courtroom. The judge will have the ability to mute his/her near-end audio (i.e. input to the courtroom audio system) via the "mute" button on the Crestron LifeSize control screen.

(b) PURCHASED EQUIPMENT DESCRIPTIONS

(1) **Inmate HD Kiosk:** The Standard Inmate HD Kiosk is defined as a Stanley custom enclosure, which will contain the following equipment:

- Lifesize Passport Video Conferencing HD CODEC
- Lifesize Focus HD Camera
- 17" Monitor
- Microcomm, FDH-420, Volume Control Magnetic Handset
- Microcomm, FDH-420, Non-Volume Control Magnetic Handset
- (2) RDL ST-DA3, Audio DA
- RDL ST-MX3, Audio Mixer
- RDL ST-MX2, Audio Mixer
- Gefen DVI2VGA, Converter

Inmate HD Kiosk will display a quad image of Courtroom Cameras #1, #2, #3, and inmate image from any of the (3) courtrooms via an Crestron DVPHD Pro and Lifesize CODEC.

(2) Inmate Holding LED Display w/ Owner Furnished Enclosure:

ViewSonic VT4210, 42" LED Display - Will display a quad image of Courtroom Cameras #1, #2, #3 and inmate image from any of the (3) courtrooms via Extron RGBHV Matrix switcher.

(3) Control Room CA112 Equipment Rack: Middle Atlantic BRK Floor Standing 12RU Equipment Rack w/ Smoked Glass Door will contain:

- Middle Atlantic PD-915RV-RN, Power Distribution
- UPS Unit
- Extron, RGBHV Matrix Switcher
- Sony DBPS185, BluRay Player

(4) Courtroom Camera System:

- OFE Camera #1 (Owner Furnished)
- OFE Courtroom Camera #2 (Owner Furnished)
- OFE Courtroom Camera #3 (Owner Furnished)
- Crestron DVPHDPRO, Multiformat Courtroom Windowing Processor

This takes (3) Owner Furnished Courtroom Cameras #1, #2 & #3 and inmate video feeds and creates a quad image to send back to WDC for inmate viewing.

(5) Courtroom HD CODEC:

- Lifesize Express 220 HD CODEC
- CODEC dialing will be accomplished by Owner furnished control processor and touch panel. (Equipment and Programming provided by others.)
- AT&T will provide, install in owner furnished rack an HDMI output from CODEC into Owner furnished switcher.
- AT&T will also provide an audio input and output to and from the CODEC into Owner furnished audio DSP.

(6) Existing Courtroom Equipment Rack (Owner Furnished):

Existing rack to be provided by Owner. AT&T will need four (4) rack units to accommodate new courtroom equipment. The following new equipment will be added to equipment rack:

- Crestron DVPHDPRO, Multiformat Courtroom Windowing Processor
- Lifesize Express 220 CODEC

(c) Contractor Submittals. Contractor shall provide a schedule detailing design, fabrication and installation within 10 days of Notice to Proceed. Contractor shall supply/provide a block diagram showing how system components are connected and interface to the courtroom audio system and a narrative describing how the system works and provides the required functionality. Contractor shall supply/provide elevations of the locations of the infrastructure, properly dimensioned, and including the elevations of the VVS units which include mounting details. Submittals are required within 21 days of notice to proceed.

2. PRE-INSTALLATION INSPECTION:

Within twenty-one (21) days of contract execution, Contractor will conduct field work to verify all relevant measurements at the West County Courthouse and the West County Courthouse Holding Area "C Pod". Contractor shall notify Customer, within 24 hours of discovery, in writing and before proceeding with any fabrication work any site condition which Contractor believes differs from the plans with respect to 1) latent physical conditions at the jobsite differencing materially from those indicated in this Scope of Work, (2) unknown physical conditions at the jobsite, which conditions differ materially from those ordinarily encountered and generally recognized as inherent in work of character provided for in this Scope of Work. Customer will, as promptly as practicable, investigate such conditions and if it determines that such conditions materially so differ and cause an increase or decrease in Contractor's costs or time required for performance of any part of any work under this Scope of Work, and an equitable adjustment will be made and this Scope of Work modified in writing accordingly. No claim of Contractor under this provision will be allowed unless Contractor has given the required notice.

3. INSTALLATION: The following will be installed at the West County Courthouse and West County Court Holding Area "C" Pod:

(a) West County Courthouse: Three (3) Courtroom/Hearing Rooms.

- (1) Courtroom #1:
 - (1) Courtroom Camera System as described above in (4)
 - (1) Courtroom HD CODEC as described above in (5)
 - (1) Courtroom Owner Furnished Rack as described above in (6)
- (2) Courtroom #2:
 - (1) Courtroom Camera System as described above in (4)
 - (1) Courtroom HD CODEC as described above in (5)
 - (1) Courtroom Owner Furnished Rack as described above in (6)

- (3) Large Hearing Room:
 - (1) Courtroom Camera System as described above in (4)
 - (1) Courtroom HD CODEC as described above in (5)
 - (1) Courtroom Owner Furnished Rack as described above in (6)
- (b) West County Courthouse Holding Area "C Pod":** Three (3) Video Hearing Rooms and Six (6) group holding rooms.
 - (1) Control Rm. CA112
 - (1) Control Rm. CA112 Equipment Rack as described above in (3)
 - (2) Video Hearing Rm. CA113
 - (1) Inmate HD Kiosk as described above in (1)
 - (3) Video Hearing Rm. H125
 - (1) Inmate HD Kiosk as described above in (1)
 - (4) Video Hearing Rm. H126
 - (1) Inmate HD Kiosk as described above in (1)
 - (5) Cell CA101
 - (1) Inmate Holding LED Display w/ Owner Furnished Enclosure as described above in (2)
 - (6) Cell CA105
 - (1) Inmate Holding LED Display w/ Owner Furnished Enclosure as described above in (2)
 - (7) Cell CA106
 - (1) Inmate Holding LED Display w/ Owner Furnished Enclosure as described above in (2)
 - (8) Cell CA110
 - (1) Inmate Holding LED Display w/ Owner Furnished Enclosure as described above in (2)
 - (9) Group Holding CB107
 - (1) Inmate Holding LED Display w/ Owner Furnished Enclosure as described above in (2)
 - (10) Group Holding CB108
 - (1) Inmate Holding LED Display w/ Owner Furnished Enclosure as described above in (2)

As soon as possible, but not later than seven (7) days prior to any equipment arriving at the Site, or any work commencing on the site; Contractor shall attend a pre-construction/installation meeting with Owner to coordinate various aspects of Contractor's work.

Should Contractor need to store materials on-site, Contractor shall deliver, unload, store in a location to be identified and designated at the Pre-Construction/Installation meeting, and distribute to the areas of work all materials, plant, and equipment for performance hereunder.

Contractor shall be responsible for and shall bear any and all risk of loss or damage to work in progress, all materials delivered to the site, and all materials and equipment involved in the work until completion and final acceptance of work under this Scope of Work. Excluded from Contractor's responsibility is any loss or damage which results from the negligence of Owner or its representatives. Contractor shall so conduct its operation as not to damage any other property. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations, Contractor shall, immediately notify Owner who will, at the Contractor's expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to Owner and/or its insurance representatives.

During performance hereunder, Contractor agrees to; 1) take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft, or damage to its equipment, tools, furnishings, and any other property of Contractor-related video visitation work.

During the performance hereunder, Contractor agrees: 1) to take all precautions and follow all procedures for the safety of, and shall provide all protection to, all persons, including without limitation, the employees, agents, guests, and visitors of Contractor, and 2) comply with all applicable laws, ordinances, rules, regulation and orders of, including but not limited to Federal, State and local agencies as of date of execution of this SOW.

At all times, Contractor shall carry on work and maintain a progress schedule in accordance with the requirements hereunder, pending resolution of a dispute. Any dispute relating to a question of fact arising hereunder shall be resolved through good faith efforts of Contractor and Owner. If Owner determines that an unresolved dispute is threatening the overall project schedule, Owner may, and Contractor acknowledges that Owner has the right to, issue a written Field Directive to Contractor specifying specific work that Contractor shall prosecute in the time frame set forth in the Field Directive. If Contractor believes that monetary or schedule compensation for the scope contained in the Field Directive is required, Contractor may submit to the Owner for consideration a Change Order. Regardless of whether Contractor seeks a Change Order for compensation in a Field Directive, Contractor shall prosecute the work in the time frames specified in the Field Directive

Equipment and materials furnished hereunder may be subject to expediting by Owner. If at any time during performance hereunder, Owner desires to expedite equipment or materials, Contractor shall supply schedules and progress reports for Owner's use in expediting and Contractor shall cooperate with Owner and require its subcontractors and suppliers to cooperate with Owner in such expediting. Owner shall be responsible for any additional costs to Contractor associated with such expedited work. Any expediting performed by Owner shall not relieve Contractor of responsibility for timeliness of delivery of the Purchased Equipment and material ordered hereunder.

4. County Responsibilities. County shall be responsible to:

- a. Provide air conditioned room for rack at WDC w/ bondable ground
- b. Provide all network connections at end point locations and racks as defined in architectural drawings.
- c. Provide all cabling to all end point locations from equipment rack.
- d. Provide power (Contractor recommends conditioned power) at end point locations, displays and racks as defined in architectural drawings. At all inmate video endpoint, Customer needs to provide recessed duplex receptacle.
- e. Provide and install all endpoint anchors for (3) wall mounted Inmate HD Kiosks at WDC.
- f. Provide static IP addresses for all end points.
- g. Provide adequate rack space in Owner furnished equipment racks in each Courtroom for new Purchased Equipment.
- h. Provide one audio input and output from each existing Owner-furnished Courtroom audio system.
- i. Provide accessible cable pathways for equipment racks, camera and display locations

5. Warranties; Support; Completion:

A. Warranties. Unless otherwise provided herein, AT&T warrants that Services will be performed in a workmanlike manner consistent with the commercial industry standards in the field to which the work pertains, as well as any standards set forth herein. All Purchased Equipment shall be new and of the highest grade of quality purchased by County. If any material, equipment or workmanship during any applicable warranty period is defective or not complying with the requirements of this Scope of Work, Owner shall notify Contractor in writing that such defect, thereupon, Contractor shall, at its own expense, immediately remove and replace or correct such defective material, equipment or work by making the same comply strictly with all requirements herein.

Upon receipt of written notice from Owner of any defect in any such equipment, materials or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be re-designed, repaired or replaced by Contractor. Contractor warrants such re-designed, repaired or replaced work against defective design, materials and workmanship for the same period as the original warranty. If the Contractor shall fail to make the necessary redesign, repair, replacement and tests Owner may perform or cause to be performed the same at Contractor's expense. Contractor and its surety or sureties shall be liable for full performance of the warranties as set forth herein and any damage to other parts of this Scope of Work caused by the Contractor's failure to perform pursuant to this term.

B. Support.

(1) **Software:** The Renovo Support and Upgrades contract covers a period of 36 months commencing upon the date of installation and is renewable, at Customer's sole option and expense, in 12-month increments thereafter.

(2) **Telephone Support:** The Renovo Software support line number is 888-300-3862. Support is available 24x7x365 days per year, for Renovo support contract customers. During Renovo's normal business hours of 8 AM to 5 PM Central US Time, incoming calls are routed directly to Renovo support staff. Call queue times during normal business hours typically are between 1 and 5 minutes until live pickup of incoming calls, but can be longer during periods of heavy call activity. Customer will also have the option of leaving a message for support agents if preferred. Outside Renovo's normal business hours, incoming calls are routed to Renovo's response center and on-call support staff is contacted to provide support. Response times will be 60 minutes or less, with a target response time of 15 minutes or less from time of receipt of customer call.

(3) **Email Support:** Support may also be contacted via email. Renovo's support email address is: support@renovosoftware.com. During normal business hours, support personnel will reply to email support requests in priority order based on the nature and/or severity of the requested support or issue. High priority issues are responded to with a target response of 15 minutes or less from receipt of email. Lower priority issues will be responded to during the same business day. Email requests received outside normal business hours will be responded to on the next business day.

(4) **Web Support:** Customers with Renovo Software support contracts will be given priority access to Renovo's Web Portal support system.

C. Video Court Warranty Support - Hardware:

(1) **Hardware.** Hardware warranty and support will be provided by AT&T's subcontractor, AVI-SPL, during normal business hours for three (3) years or the warranty provided by the Original Equipment Manufacturer (OEM) whichever is longer from the date of Substantial Completion by phase or completed portion. In the event that Owner

assumes partial utilization of portions of the Work prior to completion of all of the Work, the Warranty of that partial use of the Work shall apply, but shall not serve to extend beyond actual Substantial Completion date of the remainder of the Work.

(2) Returns. All hardware returns will be made to or coordinated by AVI via 24x7 support desk at 1-866-588-6857. There will be a 48 hour on-site response time for hardware.

D. Completion.

Any applicable warranty period begins upon date of Substantial Completion. Substantial Completion is defined as the completion of (1) and (2) or (3) (see below), whichever comes first. Customer will provide written Substantial Completion or Acceptance documentation per project phase completion (see SOW paragraph 6).

(1) All endpoints are installed with the exception of any endpoints that could not be installed due to unreasonable construction delays, end user not being able to provide access, Owner provided work not completed in a timely manner or loss/damage/theft caused by others.

(2) Completion of contractor testing for all endpoints to communicate to servers; all endpoints communicate to each other.

(3) County begins using the system for live inmate visits.

APPENDIX 1: PURCHASED EQUIPMENT ORDER LIST

ITEM	QTY	MFG	MODEL	TYPE	DESCRIPTION	PBC Unit Price	PBC Extended Price
1	3	LIFESIZE	CCP100021E01 124PP1	MAINT	1 Year Maintenance	\$323.16	\$969.48
2	6	CHIEF	MTMU	HW	FUSION MICRO-ADJUSTABLE TILT WALL MOUNT, 26-47" DISPLAYS	\$123.52	\$741.14
3	3	EXTRON	60-506-21	HW	AMPLIFIER, P2 DA2XI	\$390.63	\$1,171.88
4	1	EXTRON	6063621	HW	VGA 4:8 MATRIX SWITCHER WITH STEREO AUDIO	\$1,413.35	\$1,413.35
5	4	GEFEN	EXT-DVI-2-VGA	HW	EXT-DVI-2-VGA, DVI TO VGA CONVERSION BOX	\$379.73	\$1,518.91
6	3	LIBERTY	E-HD-DVI-01	HW	1M HDMI to DVI Cable	\$10.97	\$32.90
7	4	LIBERTY	EMVGAMM3	HW	3ft VGA Male to Male Cable	\$13.34	\$53.36
8	18	LIBERTY	EVGAM5BNCF1	HW	5BNC TO VGA ADAPTER 1FT	\$21.02	\$378.41
9	3	LIFESIZE	1000-0000-1125	HW	Lifesize Passport Encoder - Focus Camera (Video Visitation Module- Video Hearing W122)	\$2,307.32	\$6,921.95
10	1	MIDDLE ATLANTIC	EB1	HW	1 RU BLANK	\$7.22	\$7.22
11	1	MIDDLE ATLANTIC	EB4	HW	4 RU BLANK	\$14.81	\$14.81
12	1	MIDDLE ATLANTIC	PD915RVRN	HW	POWER STRIP, 9 OUTLET, 15A SURGE/SPIKE PROTECTED, RACKMOUNT	\$139.07	\$139.07
13	1	MIDDLE ATLANTIC	RKGD12	HW	SMOKED GLASS DOOR FOR BRK	\$139.07	\$139.07
14	1	MIDDLE ATLANTIC	RKRR12	HW	REAR RACK RAILS, 12SP	\$23.06	\$23.06
15	1	MIDDLE ATLANTIC	RKW	HW	CASTER KIT	\$41.63	\$ 41.63
16	1	MIDDLE ATLANTIC	RSH4A2S	HW	CUSTOM RACKSHELF FOR SONY BDPS185	\$117.20	\$117.20
17	1	MIDDLE ATLANTIC	UTR1	HW	DEVICE MOUNTING SHELF, 1RU	\$25.57	\$25.57
18	1	MIDDLE ATLANTIC	BRK12	HW	12 RU Rack	\$122.77	\$122.77
19	3	RDL	ST-MX3	HW	MIXER, LINE LEVEL	\$116.76	\$350.28
20	6	RDL	ST-DA3	HW	AMPLIFIER, DISTRIBUTION - AUDIO	\$130.91	\$785.45
21	3	RDL	ST-MX2	HW	MIXER, 2 CHANNEL MIC/LINE	\$126.48	\$379.43
22	4	RDL	PS24AS	HW	POWER SUPPLY, NORTH AMERICA 24 VDC @ 500MA	\$21.20	\$ 84.82
23	3	RDL	RUADL2	HW	MONO AUDIO DELAY	\$463.35	\$1,390.06
24	1	SONY	BDPS185	HW	3D BLU-RAY DISC PLAYER, UPSCALING	\$119.25	\$119.25
25	3	Stanley	Visimate	HW	Dual Handset Field Video Visitation Station without Encoder/Decoder and Camera	\$3,090.66	\$9,271.98
26	1	Triplite	SMART 750RM1U	HW	UPS System 750VA, 1 RU	\$463.07	\$463.07
27	6	VIEWSONIC	VT4210LED	HW	LCD, 42" 1080P HDTV LED BACKLIT ATSC/NTSC/QAM TUNER BLACK	\$927.42	\$5,564.52
28	3	Lifesize	100000000313	HW	Lifesize Express 220-Codec Only	\$5,112.78	\$15,338.35
29	3	Middle Atlantic	RSH4A2M	HW	Custom Rack Shelf for LifeSize Express 220	\$117.20	\$351.61
30	3	Liberty	EHDSEMM01	HW	1m HDMI Cable	\$13.78	\$ 41.35
31	3	Liberty	E-HD-DVI-02	HW	1M HDMI to DVI Cable	\$13.86	\$ 41.59
32	3	Lifesize	CCP100021E01 132PP1	MAINT	CUSTOMER CARE PLUS PREFERRED, 1 YR, LIFESIZE EXPRESS	\$447.44	\$1,342.33

ITEM	QTY	MFG	MODEL	TYPE	DESCRIPTION	PBC Unit Price	PBC Extended Price
33	3	Crestron	DVPHDPROR	HW	VIDEO PROCESSOR, 8-WINDOW HIGH DEFINITION DIGITAL	\$12,073.86	\$36,221.59
34	3	AVI-SPL	Warranty	MAINT	1 Year Maintenance Warranty	\$2,131.33	\$6,393.99
35	1	AVI-SPL	Bond	PT	AVI-SPL Bond	\$1,530.00	\$1,530.00
36	1	AT&T	Bond	PT	AT&T Bond	\$251.23	\$251.23
37	1	AVI-SPL	HW	HW	Miscellaneous hardware, cable, and connectors	\$1,888.11	\$1,888.11
38	1	AVI-SPL	LABOR	PT	Travel & Expenses	\$5,100.01	\$5,100.01
39	20	AVI-SPL	LABOR	Service	Project Management	\$133.33	\$2,666.67
40	4	AVI-SPL	LABOR	Service	Engineering	\$140.00	\$560.00
41	20	AVI-SPL	LABOR	Service	Programming	\$133.33	\$2,666.67
42	16	AVI-SPL	LABOR	Service	CAD	\$104.00	\$1,664.00
43	170	AVI-SPL	LABOR	Service	Installation	\$103.33	\$17,566.67
Total							\$125,864.80

Invoices for Purchased Equipment are issued upon completion. Maintenance Plan(s) are invoiced at Substantial Completion for the full quantity the Plan's term. Project Management, Engineering, Programming, CAD, Installation Services and Travel expenses are invoiced monthly, in arrears, as services are completed during the previous month.

APPENDIX 2 – ADDITIONAL TERMS

1. Users

Nothing contained in the Agreement shall be construed to make AT&T and Palm Beach County liable for any acts of jail detainees, their visitors, or the general public associated with the use of the Video Visitation System.

2. Work within the Security Perimeter Area

2.1. Each Contractor and all of his workmen shall make their presence known to the County Representative as identified at the Pre-Construction/Installation meeting, each and every time they arrive on the job site. Reference general notes on badging requirements. Each contractor working inside the secure perimeter will be required to have on their person a written tool inventory of all tools entering a secure area. This will be enforced as appropriate dependent on the specific operating conditions of the area. Any missing or unaccounted for tools or keys must be reported immediately to the Palm Beach Sheriff's Office (PBSO).

3. Security Rules and Regulations

3.1. PBSO may require fingerprint background checks beyond what is required in County Ordinance. If required, PBSO will not grant access to any individual with a felony conviction warrant or pending charges.

3.2. The following rules and procedures will apply to all Contractors and their employees working at the Facility. All rules have been enacted for the purpose of protecting the public, controlling the inmate population, and for security of staff, inmates and visitors. All the rules and regulations are not listed in this Section. It is the responsibility of the Contractors to familiarize themselves with the rules and regulations.

3.3. On behalf of PBSO, the Facility extends cooperation to all Contractors and employees involved in projects with the County.

3.4. PBSO has been briefed on the goals and objectives of this project and, should questions and/or problems arise from rules and procedures, they shall contact one of its staff members as designated at the Preconstruction Meeting.

3.5. Because work within the Security Perimeter Area will take place in a jail facility actively housing an inmate population, the assistance provided has limitations. Contractors are obligated to abide by the standards of the United States' constitutional issues and the laws of the State of Florida along with the rules, regulations, and procedures of PBSO. The rules and regulations take precedence if an emergency situation develops.

4. Personal Search

4.1. All construction personnel entering the Secure Perimeter will be required to submit to a personal search which may be conducted electronically or "hands on" by the officer on duty. If there is reason to suspect that a person is attempting to bring contraband into the facility, that person will be denied access to the facility.

4.2. All Contractor/Employee vehicles, tools, and equipment brought onto County property are subject to search at any time for alcohol and other listed contraband.

5. Intoxicants

No drinking allowed prior to entering County property, no drinking while on County property, and no intoxicants will be allowed in any workmen's possession, including in his/her vehicle.

6. Possession and/or Use of Drugs and Medication

Illicit drugs are prohibited. Legal medications, when prescribed by a doctor, must be controlled. Any workman taking prescribed medications must bring in only dosage for that day and medication must be in the original prescription container. Any excess medication may be confiscated.

7. Weapons

No weapons or items that can be readily converted to dangerous weapons or any parts thereof are permitted on County property.

8. Control of Equipment and Vehicles

8.1 Equipment shall be inventoried and accounted for at all times. When a piece of equipment is not in use, it shall be properly secured and stored. A list of equipment stored within the Secure Perimeter Area shall be submitted to the County Representative for approval.

8.2 Contractor/Employee vehicles shall have windows rolled up and doors locked when parked on County property.

9. Guests

No guests are authorized on County property unless properly cleared by the County Representative. Unauthorized guests will be escorted from the facility.

10. Escape Prevention

It is the duty and responsibility of all persons to prevent escape. Escape is deemed to be a continuing activity commencing with the conception of the design to escape and continuing until the escapee is returned to custody or the attempt to escape is thwarted or abandoned. "Assist" includes any activity characterized as "rendering assistance". Any activity not mentioned herein regarding escape or aiding and abetting are applicable. Simply stated, if any workman becomes aware of or has reason to believe an escape attempt is being planned or is imminent, the obligation to report such information to the proper PBSO authorities (any staff member) is incurred. Improper handling and storage of equipment such as ladders, ropes, etc., may contribute to escape.

11. Disturbances

11.1 In the event of a disturbance in the facility, all work activity will cease until control is re-established. Contractors and workmen will be given specific instructions by the staff member on duty. Follow instructions promptly to insure the safety of all persons in the facility.

11.2 PBSO Corrections has Emergency Plans that can be implemented at any time to cover any contingencies. Once an Emergency Plan is implemented, it takes precedence over all other activities.

12. Mandatory Obedience to Orders

It is expected that all workmen will mandatorily follow the orders of the PBSO staff on duty. Often times a situation may be developing that an "Outsider" does not perceive what staff will. The "view" of the staff is based upon experience and training and cannot be taken lightly.

13. Gifts from and to Inmates

Any and all gifts to and from inmates are prohibited.

14. Cameras and Video Recordings

Cameras are not permitted within the Secure Perimeter Area and any photos specifically authorized by County (such as those of work progression) must not include any inmates in the photos.

15. Unauthorized Dealings with Inmates

No activity will be conducted for any inmate that would be in violation of facility rules. Examples include Purchasing an item to bring in to an inmate; taking items such as letters, etc., out of the facility to be delivered or mailed; and making phone calls for an inmate to people on the streets. There is absolutely no reason to take anything in or out of the facility on behalf of any inmate.

16. Proper Identification (ID)

Subject to a security clearance, each workman will be issued an ID badge. Control of this ID is the responsibility of the workman. At the beginning of each work day, Contractor's employees will be required to show their ID badge for access to the site. This badge will be worn at all times while in the facility. The ID badge will also be required for clearance to leave the facility at any time.

17. Self-Propelled Equipment

All self-propelled equipment to be left on the site will be parked at the designated staging areas and outside the Secure Perimeter Area at the end of each workday. All vehicles and lockable equipment must be secured and locked. At no time is an unattended vehicle to have ignition keys left in the vehicle.

18. Declaration of Contraband

Any person convicted of violating the contraband requirements of this condition will be guilty of a felony of the third degree. Contraband is defined as written communications, money, tobacco products, intoxicants, drugs/controlled substances, firearms or weapons or anything not specifically authorized. In addition, the following items are prohibited for security purposes, ammunition, explosives, chemical agents, matches, and lighters, cameras, recording devices and cell phones, unless specifically authorized. In addition, County and PBSO may enact additional rules which prohibit items within 200' of the Secure Perimeter Area and upon notification to Contractor.

19. Site Security Management Plan

19.1 Contractor shall be required to submit, and have an approved, a Site Security Management Plan prior to commencement of construction which specifically demonstrates the procedures by which Contractor will comply with all security rules of Owner and PBSO.

19.2 The Site Security Management Plan shall require each and every person on the work site to attend Security Orientation class prior to commencing any work on the job and describe how the Contractor will ensure each worker will be processed through Security Orientation.

19.3 The Site Security Management Plan shall provide for a monthly forum for PBSO to deliver refresher, updated and/or changed security requirements if determined necessary by PBSO.

20. Use/Presence of Inmates on Work Release

No inmate labor (work release) will be used by the Construction Manager without the specific approval of PBSO. PBSO will review specific and individual requests which include the inmates' personal information, the type, type, location and duration of work. The denial of an application on behalf of any work release inmate shall not be the cause of any claim for additional compensation or time by the Construction Manager.

21. Contractor's Plant, Equipment and Facilities

Contractor shall provide and use on any work only such construction plant and equipment as are capable of producing the quality and quantity of work and materials required by the Contract and within the time or times specified in the Contract.

22. Labor

Contractor shall employ only competent and skilled personnel to perform the work. Contractor shall, if requested to do so by Owner, remove from the jobsite any personnel of Contractor whom Owner determines unfit or acting or working in violation of any provision hereunder.

Contractor and subcontractors shall be bound by and comply with all Federal, State and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner. The Contractor shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Contractor or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

23. Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

23.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Owner setting forth provisions of this nondiscrimination clause.

23.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression.

23.3 Contractor will comply, in all respects, with any and all applicable Executive Orders regulating equal employment opportunities.

23.4 All regulations, guidelines, and standards lawfully adopted under the governing statutes.

24. Cleaning Up

Contractor shall, at all times, at its expense, keep its work areas in a neat, clean and safe condition. Upon completion of any portion of the work, Contractor shall, within 48 hours, remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of work.

PUBLIC CONSTRUCTION BOND

BOND NUMBER 09103265

BOND AMOUNT \$125,864.80

CONTRACT AMOUNT \$125,864.80

CONTRACTOR'S NAME: AT&T Corp

CONTRACTOR'S ADDRESS: 11760 U.S. Highway 1, 3rd Floor, North Palm Beach, FL
33408

CONTRACTOR'S PHONE: 561-775-4147

SURETY COMPANY: Fidelity and Deposit Company of Maryland

SURETY'S ADDRESS: 1400 American Lane, Tower 1
Schaumburg, IL 60196

SURETY'S PHONE: 800-876-2616

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
CAPITAL IMPROVEMENTS DIVISION

OWNER'S ADDRESS: 2633 Vista Parkway
West Palm Beach, FL 33411-5604

OWNER'S PHONE: (561) 233-0261

PROJECT NAME: JEP II - West County Courthouse Video
#06213

PROJECT NUMBER: Project # 06213

DESCRIPTION OF WORK: Installation and support of court video stations per SOW

PROJECT LOCATION: West County Courthouse, 2950 St. Rd. 15, Belle Glade, FL

LEGAL DESCRIPTION: PCN: 00 37 43 20 00 000 3030
Portion of the N 660.52 feet of the westerly 1,065.39 feet of the NW ¼ , Less N 85 feet of SFCD
Canal Right-of-Way , Section 20, Township 43 South, Range 37 East, Palm Beach County,
Florida.

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

(\$125,864.80)

(Here insert a sum equal to the Contract Price)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: JEP II - West County Courthouse Video
Project No.: Project # 06213

in accordance with Drawings and Specifications prepared by

AVI-SPL
995 W. Kennedy Boulevard, Suite B-35
Orlando, FL 32810
Phone: 407 786-5000
Fax: 407 786-5033

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

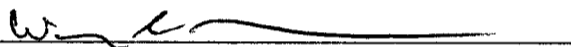
THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of _____
court video stations per SOW, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

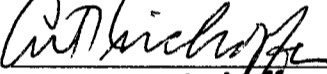
Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

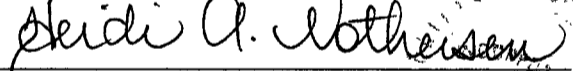

 Witness

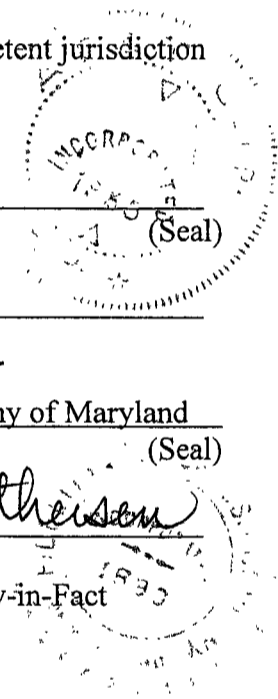

 Witness

AT&T Corp.
 Principal


 Title **Art Kirchoffer**
 Assistant Treasurer

Fidelity and Deposit Company of Maryland
 Surety (Seal)


 Print Name
 Heidi A. Notheisen, Attorney-in-Fact
 FL Lic #P040504



FORM OF GUARANTEE

GUARANTEE FOR (AT&T Corp. and Surety Name) _____
Fidelity and Deposit Company of Maryland

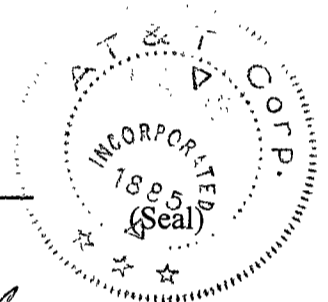
We the undersigned hereby guarantee that the **JEP II - Main Detention Center Video Visitation** Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

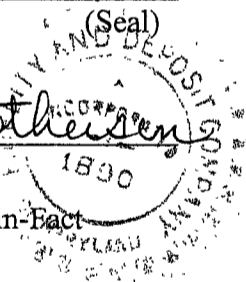
AT&T Corp.
(Contractor)



By: *Art Kirchoffer*
(Signature)
Art Kirchoffer
Assistant Treasurer

Fidelity and Deposit Company of Maryland
(Surety)

By: *Heidi A. Notheisen*
(Signature)



Heidi A. Notheisen, Attorney-in-Fact
(Print Name)

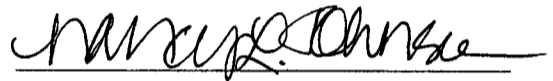
ACKNOWLEDGMENT BY SURETY

STATE OF Missouri
City of St. Louis } ss.

On this 20th day of June, 2013, before me personally appeared Heidi A. Notheisen, known to me to be the Attorney-in-Fact of Fidelity and Deposit Company of Maryland

_____, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

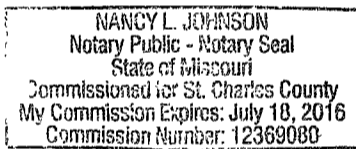
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



My Commission Expires: July 18, 2016

Nancy L. Johnson
Notary Public in the State of Missouri
County of St. Charles

(Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Pamela A. BEELMAN, Cynthia L. CHOREN, Heidi A. NOTHEISEN, Joann R. FRANK, Karen L. ROIDER, Debra C. SCHNEIDER, Sandra L. HAM and Nancy L. JOHNSON**, all of St. Louis, Missouri, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 7th day of February, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Gregory E. Murray

By: _____

*Assistant Secretary
Gregory E. Murray*

Geoffrey Delisio

*Vice President
Geoffrey Delisio*

State of Maryland
City of Baltimore

On this 7th day of February, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

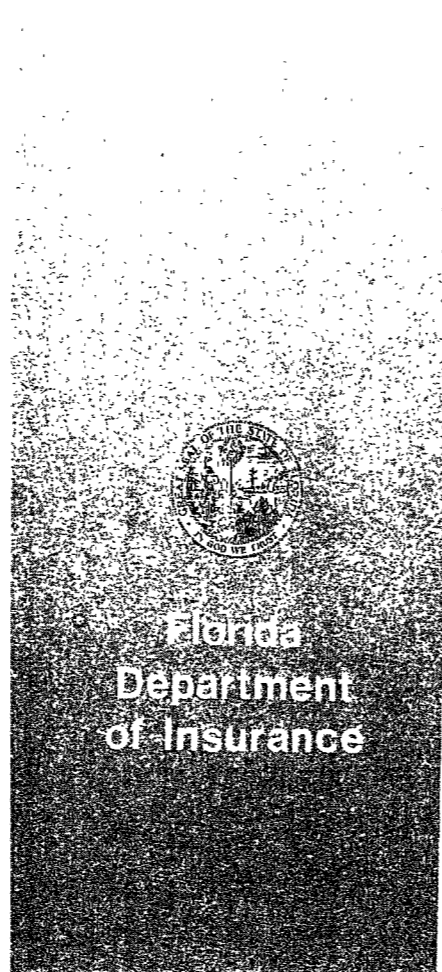
RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20 day of June, 2013.



Thomas O. McClellan

Thomas O. McClellan, Vice President



**FIDELITY AND DEPOSIT
COMPANY OF MARYLAND**

**Is hereby authorized to transact
insurance in the State of Florida.**

**This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.**

**Date of Issuance: September 1, 1991
No. 91-13-3046577**

A handwritten signature in cursive script, reading "Tom Gallagher", is written over a horizontal line.

**Tom Gallagher
Treasurer and Insurance Commissioner**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: ADDRESS:		
018566-GAW-CRT-13-14	X	X	INSURER(S) AFFORDING COVERAGE INSURER A : Old Republic Insurance Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 24147
INSURED AT&T Corp. One AT&T Plaza 208 South Akard Street Room 2731 Dallas, TX 75202				

COVERAGES **CERTIFICATE NUMBER:** CHI-004699519-02 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			MWZY 60244	06/01/2013	06/01/2014	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ N/A
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MWTB 21932	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC 118473 00	06/01/2013	06/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Jail Expansion Project II, Project # 06213 and Project # 11205, Palm Beach County, FL
 Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees are included as Additional Insured under the General Liability policy but only with respect to the requirements of the contract between the Certificate Holder and the Insured. Waiver of Subrogation is provided for General Liability, Automobile Liability and Workers' Compensation as required by written contract and allowable by law.

CERTIFICATE HOLDER Palm Beach County Facilities Development & Operations Department Capital Improvements Division 2633 Vista Parkway West Palm Beach, FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---

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ACORD 25 (2010/05)

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AGENCY CUSTOMER ID: 018566

LOC #: St. Louis



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA inc.		NAMED INSURED AT&T Corp. One AT&T Plaza 208 South Akard Street Room 2731 Dallas, TX 75202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Coverage evidenced applies to Subsidiaries of AT&T Inc., EXCLUDING Pacific Bell Telephone Company, Nevada Bell Telephone Company, Southwestern Bell Telephone Company, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, Wisconsin Bell, Inc., The Southern New England Telephone Company and BellSouth Telecommunications, LLC, WITH THE EXCEPTION OF Workers' Compensation.

**AT&T Network Integration Pricing Schedule for
AT&T NI Services and Equipment Resale
With Statement of Work**

Administrative Data
AT&T Agreement Reference Number: 201306172894UA
Document Date: June 5, 2013
AT&T NI eGBS Tracking ID: GBS50988-11

CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T") (designate other entity if signing entity other than AT&T Corp)	AT&T Branch Sales Contact Name
Palm Beach County	AT&T	Name: Bill Daniel
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
Street Address: 2633 Vista Parkway City: West Palm Beach State: FL Zip Code: 33411	One AT&T Way Bedminster, NJ 07921-0752 Contact: Master Agreement Support Team Email : mast@att.com	Address: 11760 US Highway 1, 3 rd Floor City: North Palm Beach State: FL Zip Code: 33408 Fax: 678-297-4135 Email: bd2488@att.com Sales/Branch Mgr: Erik Lindborg SCVP Name: Rusty Rhodes
CUSTOMER Contact	AT&T Address and Contact	AT&T NI Contact Information
Name: Audrey Wolf Title: Director Telephone: 561- 233-0204 Fax: 561-233-0206 Email: awolf@pbcgov.com	Name: Title: Telephone: Street Address: City: State: Domestic / Intl / Zip Code:	Name: Narendra Garg Address: 3A-4D05, 200 Laurel Av. City: Middletown State: NJ Zip Code: 07748 Telephone: 732-420-8464 Email: nkgarg@att.com ATTUID: ng2542
CUSTOMER Billing Address		
Street Address: 2633 Vista Parkway City: West Palm Beach State: FL Zip Code: 33411		

This AT&T Network Integration Pricing Schedule ("NI Pricing Schedule") for Services and/or Purchased Equipment is appended to the Agreement referenced above.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

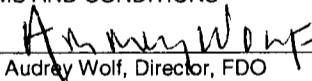
APPROVED AS TO
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

PALM BEACH COUNTY, FLORIDA, a political subdivision of
the State of Florida, by its BOARD OF COUNTY
COMMISSIONERS

By: _____
Steven L. Abrams, Mayor

APPROVED AS TO FORM
TERMS AND CONDITIONS

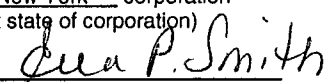
By: 
Audrey Wolf, Director, FDO

(witness signature)

(witness name printed)

CONTRACTOR

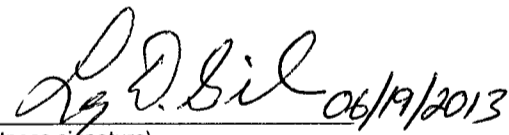
By: AT&T
(Corporate Name)
a New York corporation
(insert state of corporation)

By: 
(signatory)
EVA P. Smith
(print signatory's name)

Lead Customer Contracts
(print title)

6/19/2013, 2013
(date of execution)

(Corporate Seal)


(witness signature)

LARRY D. GIBSON
CONTRACTS SPECIALIST
(witness name printed)

STATEMENT OF WORK VIDEO VISITATION SYSTEM – MAIN DETENTION CENTER

1. APPLICABLE DEFINITIONS

"Purchased Equipment" means equipment sold under this Statement of Work ("SOW") by AT&T to Customer. Purchased Equipment includes any internal code required to operate such Equipment. All other capitalized terms used but not defined in this SOW have the meaning given them in the Master Agreement.

"Contractor" shall mean AT&T's contractor(s) or supplier(s) hereunder.

"County" or "Owner" shall mean AT&T's Customer as stated in page 1.

"Contract" shall mean this AT&T NI Pricing Schedule and attached SOW, inclusive of AT&T's Customer's Agreement as stated on page 1.

2. PRICING AND INVOICING

Appendix 1 specifies the charges that Customer shall pay and the billing/invoicing procedures.

3. PURCHASED EQUIPMENT TERMS

Purchased Equipment listed herein shall be ordered, and Customer shall be obligated to pay for, upon execution of this SOW, and any changes to the listing of Purchase Equipment shall be submitted by Customer to AT&T in written format (as described herein). Information, terms and/or conditions, or other language contained in any other document(s) or pre-printed purchase order(s) furnished by Customer to AT&T in excess of or outside of such information or in conflict with any term or condition in this NI Pricing Schedule or in the SOW is/are void.

Title and risk of loss to Purchased Equipment shall pass to Customer upon delivery to Customer's site. Customer shall be responsible for additional charges incurred, if any, for storage of Purchased Equipment following delivery to Customer's site unless Customer provides secure storage facilities.

Unless specified otherwise herein, AT&T's obligation, if any, to defend or settle any claim against Customer and to pay all Damages that a court may award against Customer in any suit that alleges that the Video Visitation System infringes any patent, trademark, copyright or trade secret is limited to the extent of the Video Visitation System supplier's corresponding obligations, if any, to AT&T in respect of the relevant Video Visitation System.

4. LICENSES AND THIRD PARTY MAINTENANCE

Purchased Equipment, software and maintenance (if any) resold to Customer hereunder may be subject to additional license terms and/or other requirements or restrictions imposed by the manufacturer, supplier or publisher. Customer is solely responsible for ensuring its adherence to such terms, requirements, and restrictions, and is deemed to have accepted them upon receipt of the Purchased Equipment or software, or on commencement of maintenance. For purposes of this SOW, "Services" does not include maintenance even if AT&T, as agent for a third party, facilitates the purchase of or invoices for such maintenance.

5. PUBLIC CONSTRUCTION BOND AND FORM OF GUARANTEE

Prior to execution of this Contract, AT&T shall furnish the following to the County, on the forms provided by the County; 1) Public Construction Bond in the amount of 100% of the Contract Price and 2) Form of Guarantee.

Such Public Construction Bond shall incorporate by reference all of the terms and conditions of the Contract, including but not limited to AT&T and Surety's obligation for liquidated damages as well as Surety's acknowledgement regarding any and all provisions addressing or regarding "no damages for delay."

The Surety Company, in addition to the above requirements, shall be currently listed with the United States Department of Treasury for an amount greater than this Contract. AT&T, at the time of execution of this Contract, shall provide, with the bond, a copy of the Surety Company's current valid Certificate of Authority issued by the United States Department of the Treasury under SS 31, U.S.C 9304-9308.

The bond shall be written on forms provided or approved by the County and AT&T shall require the attorney-in-fact who executes the required bond on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney.

6. SCHEDULE FOR COMPLETION AND LIQUIDATED DAMAGES

The time limit for the Substantial Completion of all work under this Contract shall be as follows:

The project has three phases of work which is represented as the South Tower, East Tower, and West Tower. Within each phase there will be a Notice to Proceed issued for three divisions of work. A Notice To Proceed shall be issued for Design, for Manufacturing of the units, and for installation and commissioning of the units. Time is of the essence. AT&T agrees it shall commence the work to be performed under this contract on the date set forth by each Notice to Proceed. Letters of Substantial Completion and Final Phase Completion shall be issued by the County for each of

the three phases of the work. The duration for the installation and commissioning of no more than 70% of the total project units for the South Tower shall be 45 days to Substantial Completion, the East Towers duration for installation and commissioning shall be 21 days to Substantial Completion and the duration for installation and commissioning of the West Tower shall be 21 days to Substantial Completion. AT&T agrees that it will complete said phases of the Work in accordance with these durations. Substantial Completion is defined in the Scope of Work. In the event of the occurrence of Force Majeure, delays caused by the County, or delays mutually agreed via Change Orders, any or all of which delay the critical path of the project, then the time for substantial completion shall be equitably adjusted.

Should AT&T (or in the event of a default, its Surety) fail to achieve Substantial Completion by the contractual date for each phase, the County will suffer damages, the amount of which is difficult if not impossible to ascertain, and the County shall be entitled to Liquidated Damages as specified for each calendar date beyond the contractual date, until certification of Substantial Completion has been given by the County. The Liquidated damages rate is \$840.00 per day through the date of Substantial Completion.

Liquidated Damages due to the County may be deducted from payment due to AT&T, or may be collected from the contractor or its Surety or sureties. The liability of AT&T and its Surety or Sureties for delay damages shall be joint and several. These provisions for liquidated damages shall not prevent the County, in case of AT&T's default, from terminating the right of AT&T to proceed as provided in the General Conditions.

7. ADDITIONAL TERMS

Those additional terms of Appendix 2 are incorporated into and made part of this SOW. With respect to these additional terms, as well as throughout this Work Authorization, "Contractor shall mean AT&T, and "Owner" shall mean Customer.

SCOPE OF WORK

1. SERVICES

Contractor shall implement Palm Beach County Jail Expansion Project II Video Visitation System (VVS) to extend the VVS system into the County's Main Detention Center (MDC) with the installation of endpoints to enable video visits from MDC. Contractor is responsible for the complete installation, configuration and testing of the extended VVS.

1.1 Additional definitions applicable to this Scope of Work"

(a) Video Visitation Station (VVS): The Video Visitation Station is defined as a Renovo Visitation Enclosure, which will contain the following equipment:

- Renovo VisStation CODEC-B video conferencing CODEC
- 17" LCD display with ½ inch shatterproof Lexan polycarbonate view panel
- Hi definition color camera
- Durable, detention-grade handset with magnetic hook switch

(b) Professional Video Visitation Station (PVVS): The Professional Video Visitation Station is defined as a Renovo Visitation Enclosure, which will contain the following equipment:

- Renovo VisStation CODEC-B video conferencing CODEC
- 17" LCD display with ½" shatterproof Lexan polycarbonate view panel
- Hi definition color camera
- Durable, detention-grade handset with magnetic hook switch

(c) Mobile Video Visitation Station (MVVS): The Mobile Video Visitation Station is defined as a Renovo Visitation Enclosure, which will contain the following equipment:

- Renovo Mobile Station Stand
- Renovo VisStation CODEC-B video conferencing CODEC
- 17" LCD display with ½" shatterproof Lexan polycarbonate view panel
- Hi definition color camera
- Durable, detention-grade handset with magnetic hook switch

1.2 Contractor Submittals. Contractor shall provide a schedule detailing design, fabrication and installation within 10 days of Notice to Proceed. Contractor shall supply/provide a block diagram showing how system components are connected and interface to the courtroom audio system and a narrative describing how the system works and provides the required functionality. Contractor shall supply/provide elevations of the locations of the infrastructure, properly dimensioned, and including the elevations of the VVS units which include mounting details. Submittals are required within 21 days of approval of the work authorization.

2. PRE-INSTALLATION INSPECTION

Within twenty-one (21) days of contract execution, Contractor will conduct field work to verify all relevant measurements at the Main Detention. Contractor shall notify AT&T and its Palm Beach County Customer, within 24 hours of discovery, in writing and before proceeding with any fabrication work any site condition which the Contractor believes differs from the plans with respect to 1) latent physical conditions at the jobsite differing materially from those indicated in this Contract, (2) unknown physical conditions at the jobsite, which conditions differ materially from those ordinarily encountered and generally recognized as inherent in work of character provided for in this Contract. AT&T and its Customer will, as promptly as practicable, investigate such conditions and if it determines that such

conditions materially so differ and cause an increase or decrease in Contractor's cost of or the time required for performance of any part of any work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly. No claim of Contractor under this clause will be allowed unless contractor has given the required notice.

3. INSTALLATION. The following quantity of stations will be installed at Main Detention Center.

VVS - 65
PVVS - 29
MVVS - 11

As soon as possible, but not later than seven (7) days prior to any equipment arriving at the Site, or any work commencing on the site; Contractor shall attend a pre-construction/installation meeting with Owner to coordinate various aspects of Contractor's work.

Should Contractor need to store materials on-site, Contractor shall, deliver, unload, store in a location to be identified and designated at the Pre-Construction/Installation meeting, and distribute to the areas of work all materials, plant, and equipment for performance hereunder.

Contractor shall be responsible for an shall bear any and all risk of loss or damage to work in progress, all materials delivered to the site, and all materials and equipment involved in the work until completion and final acceptance of work under this Scope of Work. Excluded from Contractor's responsibility is any loss or damage which results from the negligence of Owner or its representatives. Contractor shall so conduct its operation as not to damage any other property. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations, Contractor shall, immediately notify Owner who will, at the Contractor's expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to Owner and/or its insurance representatives.

During performance hereunder, Contractor agrees to; 1) take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft, or damage to its equipment, tools, furnishings, and any other property of Contractor-related video visitation work.

During the performance hereunder, Contractor agrees: 1) to take all precautions and follow all procedures for the safety of, and shall provide all protection to, all persons, including without limitation, the employees, agents, guests, and visitors of Contractor, 2) comply with all applicable laws, ordinances, rules, regulation and orders of, including but not limited to Federal, State and local agencies as of date of execution of this SOW, and 3) comply with Security Provision in Appendix 3.

At all times, Contractor shall carry on work and maintain a progress schedule in accordance with the requirements hereunder, pending resolution of a dispute. Any dispute relating to a question of fact arising hereunder shall be resolved through good faith efforts of Contractor and Owner. If Owner determines that an unresolved dispute is threatening the overall project schedule, Owner may, and Contractor acknowledges that Owner has the right to, issue a written Field Directive to Contractor specifying specific work that Contractor shall prosecute in the time frame set forth in the Field Directive. If Contractor believes that monetary or schedule compensation for the scope contained in the Field Directive is required, Contractor may submit to the Owner for consideration a Change Order. Regardless of whether Contractor seeks a Change Order for compensation in a Field Directive, Contractor shall prosecute the work in the time frames specified in the Field Directive

Equipment and materials furnished hereunder may be subject to expediting by Owner. If at any time during performance hereunder, Owner desires to expedite equipment or materials, Contractor shall supply schedules and progress reports for Owner's use in expediting and Contractor shall cooperate with Owner and require its subcontractors and suppliers to cooperate with Owner in such expediting. Owner shall be responsible for any additional costs to Contractor associated with such expedited work. Any expediting performed by Owner shall not relieve Contractor of responsibility for timeliness of delivery of the Purchased Equipment and material ordered hereunder.

4. County Responsibilities. County shall be responsible to:

(a) Provide all network connections at each end point location at 38-1/4" A.F.F. to bottom of box as defined in architectural drawings. Data plate needs to be female RJ-45 insert style plate to allow pass-through capability. AVI-SPL to provide drawing.

(b) Provide power (AVI-SPL recommends conditioned power) and recessed clock receptacle to allow for the depth of the power cord at each end point location at 38-1/4" A.F.F. to bottom of box. AVI-SPL to provide drawing.

(c) Provide and install all endpoint anchors for jail side endpoints. (4) 3/8" mounting holes for drop-in concrete wall anchors w/ 1/4-20 x 1-3/4" long threaded rods required for mounting each station. (Stations to be mounted at 32-1/2" A.F.F. to the bottom of station.) AVI-SPL to provide drawing & template.

(d) Provide static IP addresses for all end points.

5. Warranties; Support; Completion:

A. Warranties. Unless otherwise provided herein, AT&T warrants that Services will be performed in a workmanlike manner consistent with the commercial industry standards in the field to which the work pertains, as well as any standards set forth herein. All Purchased Equipment shall be new and of the highest grade of quality purchased by County. If any material, equipment or workmanship during any applicable warranty period is defective or not complying with the requirements of this Scope of Work, Owner shall notify Contractor in writing that such defect, thereupon, Contractor shall, at its own expense, immediately remove and replace or correct such defective material, equipment or work by making the same comply strictly with all requirements herein.

Upon receipt of written notice from Owner of any defect in any such equipment, materials or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be re-designed, repaired or replaced by Contractor. Contractor warrants such re-designed, repaired or replaced work against defective design, materials and workmanship for the same period as the original warranty. If the Contractor shall fail to make the necessary redesign, repair, replacement and tests Owner may perform or cause to be performed the same at Contractor's expense. Contractor and its surety or sureties shall be liable for full performance of the warranties as set forth herein and any damage to other parts of this Scope of Work caused by the Contractor's failure to perform pursuant to this term.

B. Support.

(1) The Renovo Support and Upgrades contract covers a period of thirty-six (36) months commencing upon the date of installation and is renewable in 12-month increments thereafter.

(2) **Telephone Support:** The Renovo Software support line number is 888-300-3862. Support is available 24x7x365 days per year, for Renovo support contract customers. During Renovo's normal business hours of 8 AM to 5 PM Central US Time, incoming calls are routed directly to Renovo support staff. Call queue times during normal business hours typically are between 1 and 5 minutes until live pickup of incoming calls, but can be longer during periods of heavy call activity. Customer will also have the option of leaving a message for support agents if preferred. Outside Renovo's normal business hours, incoming calls are routed to Renovo's response center and on-call support staff is contacted to provide support. Response times will be 60 minutes or less, with a target response time of 15 minutes or less from time of receipt of customer call.

(3) **Email Support:** Support may also be contacted via email. Renovo's support email address is: support@renovosoftware.com. During normal business hours, support personnel will reply to email support requests in priority order based on the nature and/or severity of the requested support or issue. High priority issues are responded to with a target response of 15 minutes or less from receipt of email. Lower priority issues will be responded to during the same business day. Email requests received outside normal business hours will be responded to on the next business day.

(4) **Web Support:** Customers with Renovo Software support contracts will be given access to Renovo's Web Portal support system, which allows customers to:

C. VVS Main Detention Center Warranties - Hardware:

- Enter support requests directly into Renovo's call tracking system, immediately receiving a case number that can be used to track the request in Renovo's support system.
- Receive update notifications when Renovo enters information or changes the status of the support case.
- View current and past cases for Customer's account.
- View current and past solutions for Customer's account.
- Search for relevant solutions based on key word and fuzzy word searches in Renovo's solutions database

(1) **Hardware.** Hardware warranty and support will be provided by AT&T's subcontractor, AVI-SPL, during normal business hours for three (3) years or the warranty provided by the Original Equipment Manufacturer (OEM) whichever is longer from the date of Substantial Completion. In the event that Owner assumes partial utilization of portions of the Work prior to completion of all of the Work, the Warranty of that partial use of the Work shall apply, but shall not serve to extend beyond actual Substantial Completion date of the remainder of the Work.

(2) **Returns.** All hardware returns will be made to or coordinated by AVI via 24x7 support desk at 1-866-588-6857. There will be a 48 hour on-site response time for hardware.

D. Completion

Any applicable warranty period begins upon date of Substantial Completion. Substantial Completion is defined as the completion of (1) and (2) or (3) (see below), whichever comes first. Customer will provide written Substantial Completion or Acceptance documentation.

(1) All endpoints are installed with the exception of any endpoints that could not be installed due to unreasonable construction delays, end user not being able to provide access, Owner provided work not completed in a timely manner or loss/damage/theft caused by others.

(2) Completion of contractor testing: all endpoints communicate to servers; all endpoints communicate to each other.

(3) County begins using the system for live inmate visits.

APPENDIX 1 - PURCHASED EQUIPMENT ORDER LIST

ITEM	QTY	MFG	MODEL	TYPE	DESCRIPTION	PBC Unit Price	PBC Extended Price
1	94	Renovo	RS-Station-CUSTOM	HW	Video Visitation Station	\$2,651.51	\$249,242.07
2	105	Renovo	RS-HW-5.0.4100-B	HW	VisStation CODEC - B	\$915.94	\$96,174.03
3	105	Renovo	RS-SV-CUSTOM	Service	Onsite Configuration/Testing	\$173.19	\$18,184.60
4	0	0	0	0	NOT USED	0	0
5	2	Renovo	RS-Travel-T2	PT	Implementation Services Travel	\$2,264.00	\$4,528.00
6	315	Renovo	RS-SV-CUSTOM	Service	Annual Support and Upgrades - (24x7)	\$422.35	\$133,039.88
7	105	Renovo	RS-SW-SL-5.0.4104	SW	VisStation Station License	\$844.76	\$88,699.94
8	105	Renovo	RS-SW-SL-CUSTOM	SW	Officer & Public Web-Based License	\$1,323.53	\$138,971.08
9	105	Renovo	Extended Warranty	Service	Years 2 & 3 warranty	\$641.87	\$67,396.57
10	11	Renovo	RS-Station-mobile-CUSTOM	HW	Video Visitation Station-mobile	\$3,575.63	\$39,331.88
11	11	AVI-SPL	Custom	HW	CAT-6 Patch Cables	\$24.98	\$274.75
12	94	AVI/BTX	YD-PC6BLK5	HW	5' Black CAT-6 Patch Cords	\$7.28	\$684.70
13	1	AVI-SPL	1 Year Service	Service	1 Year Warranty	\$13,918.60	\$13,918.60
14	1	AVI-SPL	Extended Warranty	Service	Years 2 & 3 warranty for VVS, PVVS, MVVS	\$16,279.07	\$16,279.07
15	1	AVI-SPL	Travel & Expenses	PT	Travel & Expenses	\$6,529.41	\$6,529.41
16	1	AVI-SPL	Shipping	PT	Shipping	\$23,046.53	\$23,046.53
17	1	AVI-SPL	Bond	PT	Bond	\$12,540.00	\$12,540.00
18	1	AT&T	Custom	PT	AT&T Bond	\$1,982.71	\$1,982.71
19	1	AVI-SPL	Misc.	HW	Miscellaneous hardware, cable, and connectors	\$ 3,583.92	\$3,583.92
20	1	AVI-SPL	G&A	Service	General & Administrative	\$1,412.35	\$1,412.35
21	36	AVI-SPL	Labor	Service	Engineering	\$173.33	\$6,240.00
22	130	AVI-SPL	Labor	Service	Project Management	\$ 165.33	\$21,493.33
23	0	0	0	0	Not Used	0 -	0 -
24	64	AVI-SPL	Labor	Service	CAD	\$104.00	\$6,656.00
25	407	AVI-SPL	Labor	Service	Installation	\$104.00	\$42,328.00
26	10	AVI-SPL	Labor	Service	Clerical	\$ 80.00	\$800.00
TOTAL PRICE							\$993,337.43

Customer may request additional quantities via custom quoted Change Order during project implementation period up to Substantial Completion.

Invoices for Purchased Equipment are issued upon completion by phase pursuant to section 6 of the SOW. Maintenance Plan(s) are invoiced at Substantial Completion for the full quantity of the Plan's Term.. Project Management, Engineering, Programming, CAD, Installation Services and Travel expenses are invoiced monthly, in arrears, as services are completed during the previous month.

After Substantial Completion, the following per unit pricing (includes hardware, software, support and implementation) will be applied. Pricing below is subject to minimum Order of five (5) units per Order. All terms and conditions of this Contract apply to any orders for additional units for the period between Substantial Completion and up to three (3) years thereafter.

PVVS, VVS	Equip (HW/SW)	\$ 4,700.00	MVVS	Equip (HW/SW)	\$ 5,680.00
	Service (incl. Support)	\$ 3,910.00		Service (incl. Support)	\$ 4,880.00
	Pass-Through Items	\$ 940.00		Pass-Through Items	\$ 840.00
Total Per Unit Price		\$ 9,550.00	Total Per Unit Price		\$ 11,400.00

APPENDIX 2 – ADDITIONAL TERMS

1. Users

Nothing contained in the Agreement shall be construed to make AT&T and Palm Beach County liable for any acts of jail detainees, their visitors, or the general public associated with the use of the Video Visitation System.

2. Work within the Security Perimeter Area:

2.1 Each Contractor and all of his workmen shall make their presence known to the Construction Manager each and every time they arrive on the job site. Reference general notes on badging requirements.

2.2 Each contractor working inside the secure perimeter will be required to have on their person a written tool inventory of all tools entering a secure area. This will be enforced as appropriate dependent on the specific operating conditions of the area. Any missing or unaccounted for tools or keys must be reported immediately to the Palm Beach Sheriff's Office (PBSO).

3. Security Rules and Regulations:

3.1 PBSO may require fingerprint background checks beyond what is required in County Ordinance. If required, PBSO will not grant access to any individual with a felony conviction warrant or pending charges.

3.2 The following rules and procedures will apply to all Contractors and their employees working at the Facility. All rules have been enacted for the purpose of protecting the public, controlling the inmate population, and for security of staff, inmates and visitors. All the rules and regulations are not listed in this Section. It is the responsibility of the Contractors to familiarize themselves with the rules and regulations.

3.3 On behalf of PBSO, the Facility extends cooperation to all Contractors and employees involved in projects with the County.

3.4 PBSO has been briefed on the goals and objectives of this project and, should questions and/or problems arise from rules and procedures, they shall contact one of its staff members as designated at the Preconstruction Meeting.

3.5 Because work within the Security Perimeter Area will take place in a jail facility actively housing an inmate population, the assistance provided has limitations. Contractors are obligated to abide by the standards of the United States' constitutional issues and the laws of the State of Florida along with the rules, regulations, and procedures of PBSO. The rules and regulations take precedence if an emergency situation develops.

4. Personal Search:

4.1 All construction personnel entering the Secure Perimeter will be required to submit to a personal search which may be conducted electronically or "hands on" by the officer on duty. If there is reason to suspect that a person is attempting to bring contraband into the facility, that person will be denied access to the facility.

4.2 All Contractor/Employee vehicles, tools, and equipment brought onto County property are subject to search at any time for alcohol and other listed contraband.

5. Intoxicants:

No drinking allowed prior to entering County property, no drinking while on County property, and no intoxicants will be allowed in any workmen's possession, including in his/her vehicle.

6. Possession and/or Use of Drugs and Medication:

Illicit drugs are prohibited. Legal medications, when prescribed by a doctor, must be controlled. Any workman taking prescribed medications must bring in only dosage for that day and medication must be in the original prescription container. Any excess medication may be confiscated.

7. Weapons:

No weapons or items that can be readily converted to dangerous weapons or any parts thereof are permitted on County property.

8. Control of Equipment and Vehicles:

8.1 Equipment shall be inventoried and accounted for at all times. When a piece of equipment is not in use, it shall be properly secured and stored. A list of equipment stored within the Secure Perimeter Area shall be submitted to the County Representative for approval.

8.2 Contractor/Employee vehicles shall have windows rolled up and doors locked when parked on County property.

9. Guests:

No guests are authorized on County property unless properly cleared by the County Representative. Unauthorized guests will be escorted from the facility.

10. Escape Prevention:

It is the duty and responsibility of all persons to prevent escape. Escape is deemed to be a continuing activity commencing with the conception of the design to escape and continuing until the escapee is returned to custody or the attempt to escape is thwarted or abandoned. "Assist" includes any activity characterized as "rendering assistance". Any activity not mentioned herein regarding escape or aiding and abetting are applicable. Simply stated, if any workman becomes aware of or has reason to believe an escape attempt is being planned or is imminent, the obligation to report such information to the proper PBSO authorities (any staff member) is incurred. Improper handling and storage of equipment such as ladders, ropes, etc., may contribute to escape.

11. Disturbances:

11.1 In the event of a disturbance in the facility, all work activity will cease until control is re-established. Contractors and workmen will be given specific instructions by the staff member on duty. Follow instructions promptly to insure the safety of all persons in the facility.

11.2 PBSO Corrections has Emergency Plans that can be implemented at any time to cover any contingencies. Once an Emergency Plan is implemented, it takes precedence over all other activities.

12. Mandatory Obedience to Orders:

It is expected that all workmen will mandatorily follow the orders of the PBSO staff on duty. Often times a situation may be developing that an "Outsider" does not perceive what staff will. The "view" of the staff is based upon experience and training and cannot be taken lightly.

13. Gifts from and to Inmates:

Any and all gifts to and from inmates are prohibited.

14. Cameras and Video Recordings:

Cameras are not permitted within the Secure Perimeter Area and any photos specifically authorized by County (such as those of work progression) must not include any inmates in the photos.

15. Unauthorized Dealings with Inmates:

No activity will be conducted for any inmate that would be in violation of facility rules. Examples include purchasing an item to bring in to an inmate; taking items such as letters, etc., out of the facility to be delivered or mailed; and making phone calls for an inmate to people on the streets. There is absolutely no reason to take anything in or out of the facility on behalf of any inmate.

16. Proper Identification (ID):

Subject to a security clearance, each workman will be issued an ID badge. Control of this ID is the responsibility of the workman. At the beginning of each work day, Contractor's employees will be required to show their badge for access to the site. This badge will be worn at all times while in the facility. The ID badge will also be required for clearance to leave the facility at any time.

17. Self-Propelled Equipment:

All self-propelled equipment to be left on the site will be parked at the designated staging areas and outside the Secure Perimeter Area at the end of each workday. All vehicles and lockable equipment must be secured and locked. At no time is an unattended vehicle to have ignition keys left in the vehicle.

18. Declaration of Contraband:

Any person convicted of violating the contraband requirements of this condition will be guilty of a felony of the third degree. Contraband is defined as written communications, money, tobacco products, intoxicants, drugs/controlled substances, firearms or weapons or anything not specifically authorized. In addition, the following items are prohibited for security purposes, ammunition, explosives, chemical agents, matches, and lighters, cameras, recording devices and cell phones, unless specifically authorized. In addition, County and PBSO may enact additional rules which prohibit items within 200' of the Secure Perimeter Area and upon notification to Contractor.

19. Site Security Management Plan:

19.1 Contractor shall be required to submit, and have an approved, a Site Security Management Plan prior to commencement of construction which specifically demonstrates the procedures by which Contractor will comply with all security rules of Owner and PBSO.

19.2 The Site Security Management Plan shall require each and every person on the work site to attend Security Orientation class prior to commencing any work on the job and describe how the Contractor will ensure each worker will be processed through Security Orientation.

19.3 The Site Security Management Plan shall provide for a monthly forum for PBSO to deliver refresher, updated and/or changed security requirements if determined necessary by PBSO.

20 Use/Presence of Inmates on Work Release

No inmate labor (work release) will be used by the Construction Manager without the specific approval of PBSO. PBSO will review specific and individual requests which include the inmates' personal information, the type, type, location and duration of work. The denial of an application on behalf of any work release inmate shall not be the cause of any claim for additional compensation or time by the Construction Manager.

21. Contractor's Plant, Equipment and Facilities

Contractor shall provide and use on any work only such construction plant and equipment as are capable of producing the quality and quantity of work and materials required by the Contract and within the time or times specified in the Contract.

22. Labor

22.1 Contractor shall employ only competent and skilled personnel to perform the work. Contractor shall, if requested to do so by Owner, remove from the jobsite any personnel of Contractor whom Owner determines unfit or acting or working in violation of any provision hereunder.

22.2 Contractor and subcontractors shall be bound by and comply with all Federal, State and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner. The Contractor shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Contractor or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

23. Equal Employment Opportunity:

During the performance of this Contract, Contractor agrees as follows:

23.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Owner setting forth provisions of this nondiscrimination clause.

23.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression.

Contractor will comply, in all respects, with any and all applicable Executive Orders regulating equal employment opportunities.

23.3 All regulations, guidelines, and standards lawfully adopted under the governing statutes.

24. Cleaning Up:

Contractor shall, at all times, at its expense, keep its work areas in a neat, clean and safe condition. Upon completion of any portion of the work, Contractor shall, within 48 hours, remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of work.

APPENDIX 3 – PALM BEACH COUNTY SECURITY PROVISIONS

Outside contractors who temporarily work on facility expansion and/or maintenance projects at Palm Beach County Jail Expansion Facilities should understand the regulations of the Institution for their own protection as well as the security of the facility. These guidelines are to be followed by contractors, subcontractors, and other "outside" agencies while working at the Correctional Facility.

- Identification:
 - All individuals must hold a state issued identification, Drivers License or Individual Identification, displaying the current photograph of the individual.
 - All individuals working within existing buildings at the facility must fill out an I-9 form.
 - Subcontractor individuals must display an identification sticker on their hard hat. Individuals must display identification badges. This recognition must be visible at all times when within existing buildings.
 - Those individuals who will be working at the facility for an extended period of time will be issued a color coded identification card displaying their photo. These identification cards remain the property of Palm Beach County and must be surrendered to the County Representative at the end of the project or on demand.
- General Rules:
 - All individuals are subject to search in accordance with Florida State Statutes and PBSO search procedures.
 - Individuals will not provide rides for hitchhikers on facility grounds.
 - Individuals must obey any instructions from the facility staff.
- Access:
 - Individuals will not be allowed to enter any part of the facility not associated with their work project.
- Vehicles:
 - Vehicles must be locked at all times when unoccupied.
 - Vehicle keys are not to be left in any unoccupied vehicle.
 - All vehicles entering the secure perimeter of the facility must be signed in and out through the vehicle sally port unless other arrangements have been made with the County Representative.
 - All individuals bringing vehicles into the secure part of the facility must follow staff instructions regarding parking and their vehicles.
- Tools:
 - All tools brought into the facility will be inventoried by staff at the point on entry and exiting.
 - If an individual discovers a tool is lost or stolen, he must report this to the first County or PBSO staff member he encounters, but at a minimum immediately contact the facility County Representative.
 - All tools taken inside the facility must be secured when not in use.
 - All tools taken inside a secure area must be removed from the grounds at the end of each workday and stored in a secured manner.
- Clothing:
 - Clothing may be subject to scrutiny due to uniform types worn by the inmates. Individuals must make reasonable accommodations to remedy such scrutiny.
 - Clothing, such as coveralls or coats, must be controlled as closely as tools and must not be left unattended.
- Medications:
 - County Representative must be notified of any individuals requiring medications.
 - Individuals will be permitted to bring one day's supply of prescribed medication into the facility. The medication should be maintained in the medicine bottle with the corresponding prescription label attached, indicating the patient's name and dosage of the prescription.
- Familiarity:
 - Individuals are not allowed at any time to speak to inmates, make gestures, or make any other form of communication to the inmates.
 - Individuals must advise the administration if he/she is related to a close friend of one of the inmates.
 - Individuals are not to relay messages to or for an inmate, give or loan money or any other thing to an inmate, carry any item into or out of the facility for any inmate at anytime.
 - If any inmate creates a disturbance, individuals are to report this to County Representative.
- Contraband:
 - Individuals under the influence of drugs or alcohol will be denied entrance to the jobsite. Action will be taken such as filing an incident report, notification of County Representative and/or notification of law enforcement authorities for further review.
 - No weapons, tobacco, controlled substances, beepers or cellular phones will be allowed in the facility. Tobacco products will be allowed at the exterior perimeter jobsite only. (Do not give any tobacco products to any inmate at anytime!)
 - No firearms or ammunition will be allowed on work site.
- Institutional Rules and Confidentiality:
 - Individuals doing work in facility grounds must agree in writing to abide by regulations of the facility and respect the confidentiality of information requirements under which facility employees work.

TITLE XLVII CRIMINAL PROCEDURE & CORRECTIONS

CHAPTER 951 COUNTY AND MUNICIPAL PRISONERS

951.22 County detention facilities; contraband articles. --

- (1) It is unlawful, except through regular channels as duly authorized by the sheriff or officer in charge, to introduce into or possess upon the grounds of any county detention facility as defined in s. 951.23 or to give to or receive from any inmate of any such facility wherever said inmate is located at the time or to take or to attempt to take or send there from any of the following articles which are hereby declared to be contraband for the purposes of this act, to wit: Any written or recorded communication; any currency or coin; any article of food or clothing; any tobacco products as defined in s. 210.25(11); any cigarette as defined in s. 210.01(1); any cigar; any intoxicating beverage or beverage which causes or may cause an intoxicating effect; any narcotic, hypnotic, or excitative drug or drug of any kind or nature, including nasal inhalators, sleeping pills, barbiturates, and controlled substances as defined in s. 893.02(4); any firearm or any instrumentality customarily used or which is intended to be used as a dangerous weapon; and any instrumentality of any nature that may be or is intended to be used as an aid in effecting or attempting to effect an escape from a county facility.

PUBLIC CONSTRUCTION BOND

BOND NUMBER 09103264

BOND AMOUNT \$993,337.43

CONTRACT AMOUNT \$993,337.43

CONTRACTOR'S NAME: AT&T Corp

CONTRACTOR'S ADDRESS: 11760 U.S. Highway 1, 3rd Floor, North Palm Beach, FL
33408

CONTRACTOR'S PHONE: 561-775-4147

SURETY COMPANY: Fidelity and Deposit Company of Maryland

SURETY'S ADDRESS: 1400 American Lane, Tower 1
Schaumburg, IL 60196

SURETY'S PHONE: 800-876-2616

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
CAPITAL IMPROVEMENTS DIVISION

OWNER'S ADDRESS: 2633 Vista Parkway
West Palm Beach, FL 33411-5604

OWNER'S PHONE: (561) 233-0261

PROJECT NAME: JEP II - Main Detention Center Video Visitation
#11205

PROJECT NUMBER: Project # 11205

DESCRIPTION OF WORK: Installation and support of video visitation stations per SOW

PROJECT LOCATION: Main Detention Center 3228 Gun Club Rd, West Palm Beach, FL

LEGAL DESCRIPTION: 00 43 44 06 00 000 1050

**(Criminal Justice Complex, Gun Club Road)
Portions of Tract 6 and West ½ of Tract 7, Block 1, Section 6, Township 44 South, Range
43 East, Palm Beach Plantation Plat No. 1, in Plat Book 10, Page 20, Public Records of
Palm Beach County, Florida, less the North 40 feet and the South 45 feet thereof and less
any right-of-way.**

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

(\$993,337.43)

(Here insert a sum equal to the Contract Price)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: JEP II - Main Detention Center Video Visitation
Project No.: Project # 11205

in accordance with Drawings and Specifications prepared by

AVI-SPL
995 W. Kennedy Boulevard, Suite B-35
Orlando, FL 32810
Phone: 407 786-5000
Fax: 407 786-5033

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of _____
_____ video visitation stations per SOW, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.


5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

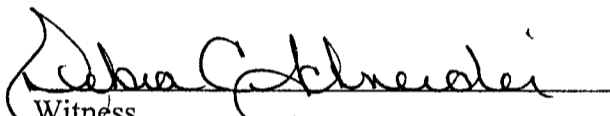
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.



Witness


Witness

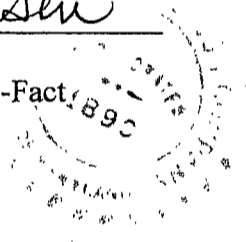
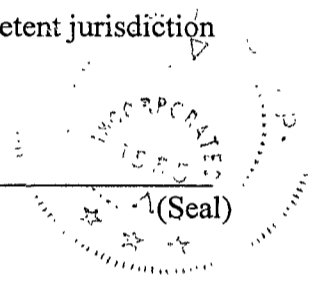
AT&T Corp.
Principal


Title **Art Kirchoffer**

Assistant Treasurer
Fidelity and Deposit Company of Maryland
Surety (Seal)


Print Name

Heidi A. Notheisen, Attorney-in-Fact
FL Lic #P040504



FORM OF GUARANTEE

GUARANTEE FOR (AT&T Corp. and Surety Name) _____
Fidelity and Deposit Company of Maryland _____

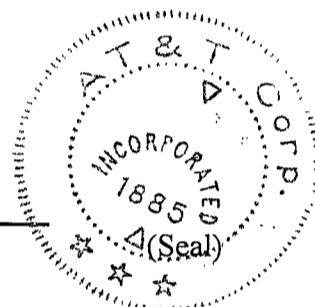
We the undersigned hereby guarantee that the **JEP II - Main Detention Center Video Visitation** Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

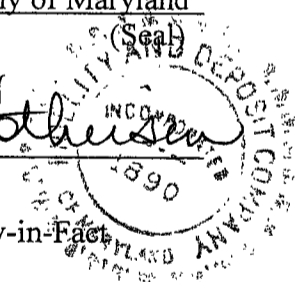
AT&T Corp.
(Contractor)



By Art Kirchoffer
Art Kirchoffer (Signature)
Assistant Treasurer

Fidelity and Deposit Company of Maryland
(Surety)

By Heidi A. Notheisen
(Signature)



Heidi A. Notheisen, Attorney-in-Fact
(Print Name)

ACKNOWLEDGMENT BY SURETY

STATE OF Missouri
City of St. Louis } ss.

On this 20th day of June, 2013, before me personally appeared Heidi A. Notheisen, known to me to be the Attorney-in-Fact of Fidelity and Deposit Company of Maryland

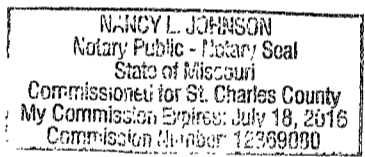
_____, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Nancy L. Johnson

My Commission Expires: July 18, 2016
(Seal)

Nancy L. Johnson
Notary Public in the State of Missouri
County of St. Charles



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Pamela A. BEELMAN, Cynthia L. CHOREN, Heidi A. NOTHEISEN, Joann R. FRANK, Karen L. ROIDER, Debra C. SCHNEIDER, Sandra L. HAM and Nancy L. JOHNSON, all of St. Louis, Missouri, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 7th day of February, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Gregory E. Murray

By: _____

*Assistant Secretary
Gregory E. Murray*

Geoffrey Delisio

*Vice President
Geoffrey Delisio*

State of Maryland
City of Baltimore

On this 7th day of February, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

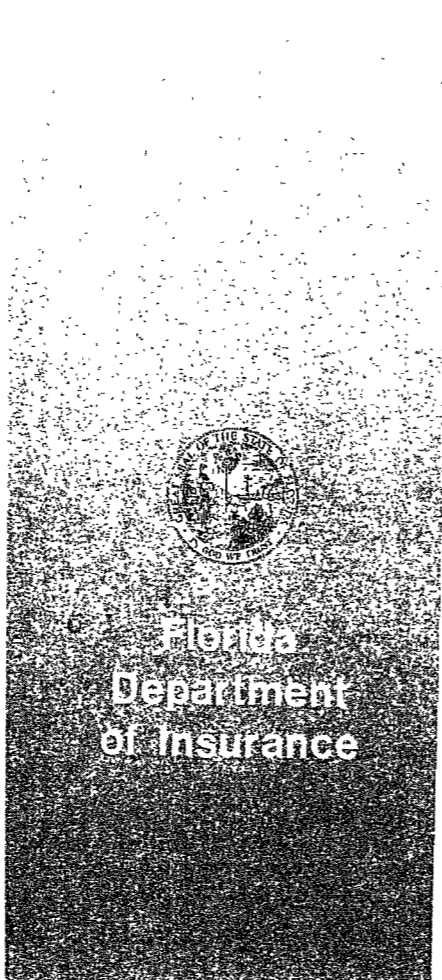
RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20 day of June, 2013.



Thomas O. McClellan

Thomas O. McClellan, Vice President



Florida
Department
of Insurance

**FIDELITY AND DEPOSIT
COMPANY OF MARYLAND**

**Is hereby authorized to transact
insurance in the State of Florida.**

**This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.**

**Date of Issuance: September 1, 1991
No. 91-13-3046577**

A handwritten signature in cursive script that reads "Tom Gallagher".

**Tom Gallagher
Treasurer and Insurance Commissioner**



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED AT&T Corp. One AT&T Plaza 208 South Akard Street Room 2731 Dallas, TX 75202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Coverage evidenced applies to Subsidiaries of AT&T Inc., EXCLUDING Pacific Bell Telephone Company, Nevada Bell Telephone Company, Southwestern Bell Telephone Company, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, Wisconsin Bell, Inc , The Southern New England Telephone Company and BellSouth Telecommunications, LLC, WITH THE EXCEPTION OF Workers' Compensation.