



**DATA CIRCUITS AND SUPPORT MASTER AGREEMENT
BETWEEN BROWARD COUNTY AND AT&T CORP.**

This Data Circuits and Support Master Agreement (the "Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and AT&T Corp., a New York corporation registered to transact business in the State of Florida ("Provider" or "AT&T") (collectively, County and Provider are referred to as the "Parties").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 Acceptable Use Policy. AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other location AT&T may designate.
- 1.2 Board. The Board of County Commissioners of Broward County, Florida.
- 1.3 Business hours or business day. 7 a.m. to 7 p.m. Eastern Time during weekdays that are not County holidays and on which County has not otherwise declared its offices closed.
- 1.4 Contract Administrator. The Information Systems Administrator of Enterprise Technology Services, or other person as designated in writing by the Director of Enterprise Technology Services.
- 1.5 Documentation. All manuals, user documentation, specifications, and other related materials pertaining to the Services or the Equipment that Provider customarily furnishes to purchasers of the Services at issue.
- 1.6 Equipment. The hardware and other property identified in Exhibit A (Statement of Work) and Exhibit A-1 (Group(s) and Location(s)) being provided to County pursuant to this Agreement, including any embedded software and firmware incorporated therein or customarily provided by Provider to purchasers of the Equipment.
- 1.7 Notice to Proceed. A written authorization to proceed with the project, phase, or task thereof, issued by the Contract Administrator.
- 1.8 Pricing Schedule. A pricing schedule (including related attachments) or other document that is executed by AT&T and by the County's Director of Purchasing or the Board and references this Agreement. A Pricing Schedule includes the Services, the pricing and the pricing schedule term ("Pricing Schedule Term").
- 1.9 Purchasing Director. The Broward County Purchasing Director as appointed by the Broward County Administrator.
- 1.10 RFP. RFP No. R1373502P1, Countywide Data Circuits.

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1.11 Services. The services identified in Exhibit A (Statement of Work) and Exhibit A-1 (Group(s) and Location(s)) being provided to County pursuant to this Agreement.

1.12 Support and Maintenance Services. The maintenance and support required to maintain optimal performance of the Equipment as described in the Documentation and Exhibit C.

1.13 Work Authorization. A document executed by authorized representatives of both Parties that sets forth the services, pricing (including discounts and commitments, if applicable), and duration or term, for any additional goods or services that may be purchased under this Agreement as Optional Services. Work Authorizations can take the form set forth in Exhibit E, but may also include other forms or combinations of documents, such as Pricing Schedules and purchase orders.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Statement of Work
Exhibit A-1	Group(s) and Location(s)
Exhibit B	Payment Schedule
Exhibit C	Support and Maintenance Services
Exhibit D	Insurance Coverages
Exhibit E	Work Authorization Form
Exhibit F	Service Level Agreement
Exhibit F-1	Service Level Agreement for AT&T Switched Ethernet ServiceSM and AT&T Switched Ethernet ServiceSM (with Network On Demand)
Exhibit F-2	Service Level Agreement for AT&T OC-n Dedicated Ring Service
Exhibit F-3	Service Level Agreement for AT&T Dedicated Internet

If there is a conflict or inconsistency between any provision contained in Articles 1 - 12 and any provision contained in any of the Exhibits, the provision of Articles 1 - 12 shall prevail and be given effect unless expressly stated to the contrary.

ARTICLE 3. SCOPE OF SERVICES

3.1 Scope of Services. Provider will, upon order by County, provide Services as County may request from any Group at any location as requested by County. The applicable Groups and Locations are attached hereto as Exhibit A-1. The Services must meet or exceed the Criteria stated for the applicable Group, unless otherwise approved in advance by the Contract Administrator. County may procure such goods or services through issuance of Purchase Orders, Work Authorizations, or other ordering documents as the Parties may mutually approve (an "Order"). Provider shall perform all work ordered by County in accordance with the terms of this Agreement inclusive of the Exhibits. Unless stated otherwise in the applicable Order, the work required of Provider includes all labor, materials and tasks, whether or not enumerated in the

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Order, that are such an inseparable part of the work that exclusion thereof would render Provider's performance impractical, illogical, or unconscionable.

3.2 Support and Maintenance Services. To the extent any Order requests Support and Maintenance Services, Provider shall provide Support and Maintenance Services to ensure the proper functioning and optimal performance of the Equipment as set forth in the Documentation, pursuant to the terms of Exhibit C. Without any charge during the Term of the Agreement, Provider shall supply any updates, upgrades, and releases to any software and firmware provided with the Equipment being supported that are made available to Provider's other customers.

3.3 Service Level Agreement. At all times during the duration of the Agreement, Provider shall comply with the Service Level Agreement attached hereto as Exhibit F (inclusive of Exhibits F-1, F-2, and F-3, as applicable).

3.4 Change of Scope Procedures. Provider acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly provided herein. To the extent any goods or services under this Agreement, or the quantity thereof, are optional ("Optional Services"), County may select the type, amount, and timing of such goods or services pursuant to a Work Authorization (Exhibit E hereto) executed by Provider and County pursuant to this Section, and provided that no such selection, when combined with those goods or services required under the Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in the Agreement, Work Authorizations for Optional Services pursuant to this Section shall be executed on behalf of the County as follows: the Contract Administrator may execute any Work Authorization for which the total cost to County is less than \$30,000.00; the Purchasing Director may execute any Work Authorization for which the total cost to the County is within the Purchasing Director's delegated authority; any Work Authorizations above the County's Purchasing Director delegated authority shall require Board approval. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Provider shall not commence work on any Work Authorization until after receipt of the applicable Notice to Proceed.

3.5 Contract Administrator Authority. Unless otherwise expressly stated herein or in the applicable Procurement Code, Code of County Ordinances, or County Code of Administrative Procedure, the Contract Administrator may act on behalf of County to exercise the authority and powers of County under this Agreement.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 Term. The Agreement shall become effective on the date it is fully executed by the Parties (the "Effective Date"). The term of the Agreement shall be for a period of five (5) years from the date of Final Acceptance (the "Term").

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4.2 **Extensions.** County shall have the option to renew this Agreement for five (5) additional one (1) year terms by sending notice thereof to Provider at least thirty (30) days prior to the expiration of the then-current term (each, a "Renewal Term"). The Purchasing Director is authorized to exercise this renewal option. In the event that unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an extension not practicable or if no extension is available, and expiration of this Agreement would result in a gap in the provision of services necessary for the ongoing operations of the County, then this Agreement may be extended on the same terms and conditions by the Purchasing Director for period(s) not to exceed six (6) months in the aggregate.

4.3 **Fiscal Year.** The continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes.

County states that County has funds appropriated and available to pay all amounts due hereunder through the end of County's current fiscal period as of the Effective Date of this Agreement. In the event County staff is unable to obtain the necessary appropriations or funding for any of the Services provided under this Agreement, County may terminate the applicable Order without liability for the Termination Charges (if any) set forth in Exhibit B (Payment Schedule) upon the following conditions: (i) County staff has taken reasonable actions to obtain adequate appropriations or funding; (ii) despite such reasonable efforts, funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) County has negotiated in good faith with AT&T to develop revised terms or an alternative payment schedule to accommodate County's budget. If County terminates an Order under this Agreement under this section, County agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for the remaining term of the terminated Order, unless subsequently during that period funding is procured and AT&T declines to re-commence the terminated Order upon request by County for the remainder of the Order term on the same terms and conditions.

4.4 **Delivery.** Provider shall deliver the Equipment and Documentation to County within the time stated in the applicable Purchase Order or Work Authorization or other ordering document at the address provided by County. Transportation cost and risk, and the cost of delivery, assembly and installation, including any applicable taxes and all actions necessary to integrate the Equipment into County's existing system, shall be the responsibility of Provider, except to the extent (if any) expressly provided in Exhibit A (Statement of Work).

4.5 **Final Acceptance.** For any software or software-related services provided by Provider, within thirty (30) days following completion of installation and integration, County shall test the Equipment, with the assistance of its Enterprise Technology Services ("ETS") to the extent applicable under Broward County Administrative Code Section 22.148, to determine whether the software and any related equipment: (i) properly functions with any applicable operating software; (ii) provides the capabilities stated in this Agreement and the Documentation; and (iii) if applicable, meets the Acceptance Criteria stated in the applicable Statement of Work (the

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criteria referenced in (i), (ii), and (iii) are collectively referred to as the criteria for “Final Acceptance”). In the event of a conflict between the Acceptance Criteria and the Documentation, the Acceptance Criteria shall prevail.

4.6 Timetable. If the Equipment fails to achieve Final Acceptance within the time stated in the applicable Work Authorization (or ninety (90) days from date of issuance of the Order, if no date is otherwise stated), County shall have the option to terminate the Order by written notice from its Contract Administrator, in which event Provider shall, within fifteen (15) days, pick up the Equipment at Provider’s expense and reimburse all sums paid by County under the Order, if any. For purposes of this paragraph, any delays caused by County prior to Final Acceptance shall extend the Final Acceptance deadline by the same number of days as the delay caused by County.

4.7 Time is of the Essence. To the extent any deadline, milestone or project schedule (excluding any deadline or schedule that is presented as an estimated or aspirational date) is identified in an Order, time is of the essence in performing the duties, obligations, and responsibilities required for that deadline, milestone or project schedule.

ARTICLE 5. COMPENSATION

5.1 For the duration of the Agreement, County will pay Provider in accordance with Exhibit B (Payment Schedule) up to the following estimated amount(s):

Services/Goods	Term	Estimated Amount
Services and Goods as ordered by County from Exhibits A and A-1	Term (5 years)	\$ 13,750,000.00
Each optional renewal term	Each one year Renewal Term	\$ 2,750,000.00
	Total Renewal Terms (5 years)	\$13,750,000.00
Optional Services	Duration of the Agreement (inclusive of any renewals)	\$ 100,000.00
TOTAL NOT TO EXCEED		\$ 27,600,000.00

Payment shall be made only for work actually performed and completed pursuant to this Agreement or as otherwise set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Provider as full compensation for all such work. Provider acknowledges that the amounts set forth herein are the maximum amounts payable for the respective terms and constitute a limitation upon County’s obligation to compensate Provider for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Provider’s obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Provider shall not be reimbursed for any expenses it incurs under this Agreement.

5.2 Method of Billing and Payment.

5.2.1 Invoices. Provider may submit invoices only for goods provided and services completed in accordance with the applicable Order or Pricing Schedule, and in accordance with Exhibit B (Payment Schedule). Unless otherwise indicated in the applicable Order, Pricing

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Schedule or Exhibit B, an original plus one copy of each invoice must be submitted within fifteen (15) days after the billing period for which payment is sought, except that the final invoice must be submitted no later than sixty (60) days after all services are completed. Unless otherwise stated in Exhibit B or the applicable Work Authorization, any Optional Services shall be invoiced in accordance with the existing invoicing schedule for any like goods or services provided under this Agreement, including (if applicable) invoiced pro rata for the initial invoice period.

5.2.2 Payments. County shall pay Provider within thirty (30) days of receipt of Provider's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49), unless otherwise stated in Exhibit B (Payment Schedule), the Pricing Schedule or the applicable Order. Payment shall be made to Provider at the address designated in the applicable Order. To be deemed proper, an invoice must comply with all requirements set forth in this Agreement and the Broward County Prompt Payment Ordinance. County shall have the right to withhold payment of the invoice based on Provider's failure to comply with any term, condition, or requirement of this Agreement, provided County has provided written notice of the basis and follows the process for any disputed payment or invoice outlined in section 5.6 (Delayed Billing; Disputed Charges). The Parties hereto agree that any amounts so withheld shall not be subject to payment of any interest by County in instances where the dispute is resolved in favor of County, as outlined in section 5.6.

5.3 Travel. With respect to travel costs and travel-related expenses, Provider agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B (Payment Schedule) expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by County.

5.4 Pricing. Prices set forth in Exhibit B (Payment Schedule) or the Pricing Schedule shall remain firm and fixed for the Term of the Agreement, including Renewal Term. However, Provider may offer incentive or volume discounts to County at any time, and Provider may offer County an additional governmental discount at any time and invoice County at a lower cost than the minimum discount cost submitted for this Agreement. It is the intent and purpose for a Provider to increase the minimum discounted level to County for any item awarded. For example, a reduction in the Provider's cost to deliver, furnish, purchase, or manufacture the item proposed, any of its included components required herein, or any value-added services may allow the Provider to lower the overall cost to the County.

5.5 Promotions. If AT&T offers service promotions to any of its other government customers in the State of Florida for particular services within the scope of this Agreement, during the course of this Agreement, AT&T shall make such offer equally available to County upon request and to the extent the County otherwise qualifies for the promotion, and upon written election by County's Contract Administrator, the Parties shall agree to a new or replacement Pricing Schedule or Order to reflect the promotional pricing for the duration of the applicable promotion. If any of the terms and conditions of the promotion conflict with the terms of this Agreement, County is deemed not eligible for the promotion.

5.6 Delayed Billing; Disputed Charges. County will not be required to pay charges for Services initially invoiced more than 12 months after close of the billing period in which the charges were

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incurred, except for calls assisted by an automated or live operator. If County disputes a charge, County will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 12 months after the date of the invoice in which the disputed charge initially appears. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute. Following AT&T's notice of the results of its investigation to County, payment of all properly due charges shall be made within thirty (30) days. AT&T will reverse any fees that were invoiced in error within the next two billing cycles. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, any disputed portion of a payment, including to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County in instances where the dispute is resolved in favor of County.

5.7 Pricing and Term; Terms Applicable After End of Term. The prices listed in Exhibit B (Payment Schedule) or the Pricing Schedule are stabilized until the end of Term in this Agreement or the Pricing Schedule Term. Unless the applicable Order or Pricing Schedule expressly states otherwise, at the end of the Term, County may continue the Services, provided under the Pricing Schedule or applicable Order (subject to any applicable notice provision for termination in a Pricing Schedule) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. After the expiration of the Term on any Pricing Schedule, AT&T may change the prices, terms or conditions as to the applicable Order or Pricing Schedule on thirty (30) days' prior notice to County.

5.8 Minimum Commitment. There will be no minimum annual revenue commitment (MARC) for any Pricing Schedule, Order or Work Authorization under this Agreement.

ARTICLE 6. WARRANTIES

6.1 Ownership. Provider represents and warrants that it is the owner of all right, title, and interest in and to the Equipment and other property being sold to County under this Agreement, that it has the right to sell such Equipment and other property to County, and that such sale is free and clear of any lien or interest of any other person or entity.

6.2 Equipment. AT&T shall be solely responsible for any and all Equipment provided as part of the Services, and shall ensure such Equipment is in good repair and fully functional at all times. AT&T shall be solely responsible for all repair, replacement, support, and maintenance for all Equipment provided by AT&T under this Agreement.

6.3 Virus Prevention. Provider will use commercially reasonable security measures designed to guard against currently-known viruses and malicious software (at the time the Equipment and any subsequent version thereof is provided to County). Provider has and will continue, for the full Term of this Agreement, to use commercially reasonable security measures to protect the integrity of such software and firmware from data leaks, hackers, denial of service attacks, and other unauthorized intrusions.

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6.4 Quality of Performance and Materials. Provider represents and warrants that all services provided under this Agreement will be performed by a person duly qualified and sufficiently experienced to perform such services and, where required, licensed by all appropriate governmental authorities in the applicable area(s). Provider agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall meet or exceed prevailing industry and professional standards for such services. If requested by County's Contract Administrator, Provider shall develop and utilize a quality assurance plan approved by County to ensure the appropriate quality of the work and materials provided under this Agreement.

6.5 Remedy for Breach of Warranty. In the event of written notice from County of a breach of warranty, Provider shall, at no charge to County, promptly correct the warranty breach. If Provider is unable to correct a material warranty breach within a reasonable period of time not to exceed thirty (30) business days, County may terminate the Agreement or Order in accordance with Article 11.

ARTICLE 7. CONFIDENTIAL INFORMATION, SECURITY AND ACCESS

7.1 Public Records Law. As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119 shall not constitute a breach of this Agreement.

7.2 County Confidential Information.

7.2.1 All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods that Provider obtains from County in connection with this Agreement, that are made or developed by Provider in the course of the performance of the Agreement, or in which County holds proprietary rights, constitute County Confidential Information.

7.2.2 All County-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law) also constitute County Confidential Information.

7.2.3 County Confidential Information may not, without the prior written consent of County, or as otherwise required by law, be used by Provider or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of County pursuant to this Agreement. Neither Provider nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to any other person or entity any County Confidential Information without the prior written consent of County.

7.2.4 Provider expressly agrees to be bound by and to defend, indemnify and hold harmless County and its officers and employees from the breach of any federal, state or local law

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by Provider or its employees, agents, subconsultants or suppliers regarding the unlawful use or disclosure of County Confidential Information.

7.2.5 Upon expiration or termination of this Agreement, or as otherwise demanded by County, Provider shall immediately turn over to County all County Confidential Information, in any form, tangible or intangible, possessed by Provider or its employees, agents, subconsultants or suppliers.

7.3 Security and Access. If Provider has access to or may be required to access the County network in connection with any of the work or services provided under this Agreement, Provider will cooperate with County and provide any and all information that County may request in order to determine appropriate security and network access restrictions and verify Provider's compliance with County security standards. Any access by Provider to any aspect of the County's network must comply at all times with all applicable County access and security standards, as well as any other or additional restrictions or standards for which County provides written notice to Provider. If at any point in time County, in the sole discretion of its Chief Information Officer, determines that Provider's access to any aspect of the County's network presents an unacceptable security risk, County may immediately suspend or terminate Provider's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's Chief Information Officer, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to the County network to Provider).

7.4 Data and Privacy. Provider shall comply with all applicable data and privacy laws and regulations, including without limitation the Florida Information Protection Act of 2014, Florida Statutes Section 501.171. Provider may not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 817.568 or Section 817.5685) that Provider may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If and to the extent requested by County, Provider shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

7.5 Injunctive Relief. The Parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of this Article, and that the injured party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach.

7.6 Survival. The obligations under this Article 7 shall survive the termination of this Agreement or of any license granted under this Agreement.

ARTICLE 8. INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 Indemnification

8.1.1 General Indemnification. AT&T shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants,

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and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures for any tangible property damage, death, or bodily injury, or for any unlawful use or disclosure of County Confidential Information of County (as defined in Article 7), including attorneys' fees, court costs, and expenses (collectively, a "General Claim"), raised or asserted by any person or entity not a party to this Agreement, which General Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of AT&T, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement.

8.1.2 Intellectual Property Indemnification. AT&T shall at all times hereafter indemnify, hold harmless and defend the Indemnified Party from and against any and all causes of action, demands, claims, losses, liabilities and expenditures for any intellectual property claim, including without limitation violation of patent, trademark, copyright, trade secret, or other intellectual property rights, including attorneys' fees, court costs, and expenses (collectively, a "IP Claim"), raised or asserted by any person or entity not a party to this Agreement, which IP Claim is caused or alleged to be caused, in whole or in part, by AT&T, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. The foregoing obligation shall exclude any IP Claim that arises solely out of or results from: (a) County's or a user's content; (b) modifications to the Service by County or combinations of the Service with any non-AT&T services or products by County or others if such modification or combination was not approved or authorized by AT&T; (c) AT&T's adherence to County's written requirements; or (d) use of a Service in violation of this Agreement.

8.1.3 Indemnification Procedures. In the event any General Claim or IP Claim is brought against an Indemnified Party, AT&T shall, upon written notice from County, defend each Indemnified Party against each such General Claim or IP Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. AT&T will not settle a claim without the written consent of the County, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Article. The obligations of this Article shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due AT&T under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

8.1.4 Infringing Services. Whenever AT&T is liable or reasonably believes it may be liable for any claim of infringement, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

8.1.5 Notice and Cooperation. The party seeking defense or settlement of a third-party claim under this Article will provide notice to 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 by the delay. The party seeking defense or settlement

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will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense.

8.1.6 County Obligations. County stipulates that County is responsible for its own defense of a third-party claim that: (a) arises out of County's or user's access to or use of the Services and the claim is not the responsibility of AT&T under Section 8.1.2; or (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and that claim falls within one or more of the exceptions in Section 8.1.2(a) – (d).

8.2 Limitation of Liability

8.2.1 Unless otherwise expressly set forth in this Agreement, either Party's entire liability and the other Party's exclusive remedy for damages on account of any claim arising out of and not disclaimed under this Agreement shall be limited as follows:

- (i) for bodily injury, death or damage to real property or to tangible personal property proximately caused by a party's negligence, proven direct damages;
- (ii) for breach of Article 7, proven direct damages;
- (iii) for any third-party claims, the remedies available under Sections 8.1 of this Agreement (Provider indemnification and County responsibility);
- (iv) for claims arising from the other party's gross negligence or willful misconduct, proven damages and any applicable statutory damages (including fines and penalties) in the event of a false claim; or
- (v) for claims other than those set forth in Section 8.2.1(i)-(iv), proven direct damages not to exceed, on an aggregate basis during any twelve (12) month period, the greater of \$250,000 or the total net charges incurred by County under the applicable Pricing Schedule during the twenty-four (24) months preceding the month in which the claim arose.

8.2.2 Except as set forth in any indemnification obligation in this Article 8.1 or in the case of a Party's gross negligence or willful misconduct, 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 for increased cost of operations.

8.2.3 The limitations in this Section 8.2 shall not limit County's responsibility for the payment of all properly due charges under this Agreement.

8.3 Disclaimer of Liability. AT&T will not be liable for any damages arising out of or relating to: interoperability, access or interconnection of the Services with applications, data, equipment, services, content or networks provided by County or third parties; except to the extent required under this Agreement, service defects, service levels, delays or any service error or interruption, including interruptions or errors in routing or completing any 911 or other emergency response calls or any other calls or transmissions (except for credits or service level requirements explicitly set forth in this Agreement); or lost or altered messages or transmissions); or unauthorized access

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to or theft, alteration, loss or destruction of County's (or its affiliates', users' or third parties') applications, content, data, programs, information, networks or systems.

8.4 Purchased Equipment and Vendor Software Warranty. AT&T shall pass through to Customer any warranties for Equipment and Software available from the manufacturer or licensor, and shall promptly provide all applicable documentation of such warranties upon Customer request. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. All Software and Equipment is otherwise provided to County on an "as is" basis relative to AT&T (i.e., other than any warranties or representations made by the manufacturer or licensor).

8.5 Disclaimer of Warranties. AT&T makes no representations or warranties, express or implied, specifically disclaims any representation or warranty of merchantability, fitness for a particular purpose, title or non-infringement and specifically disclaims any warranty arising by usage of trade or by course of dealing; further, AT&T makes no representation or warranty that telephone calls or other transmissions will be routed or completed without error or interruption (including calls to 911 or any similar emergency response number) and makes no 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 information.

8.6 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, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages 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 Article 8 will survive failure of any exclusive remedies provided in this Agreement.

ARTICLE 9. INSURANCE

9.1 Provider shall maintain at its sole expense, on a primary basis, at all times during the term of this Agreement (unless a different time period is stated herein), at least the minimum insurance coverage designated in Exhibit D (Insurance Coverages) in accordance with the terms and conditions stated in this Article.

9.2 Such policies shall be issued by companies authorized and licensed to transact business in the State of Florida, with a minimum AM Best financial rating of A-, unless otherwise approved in writing by County. If any deductible amounts are permitted in Exhibit D (Insurance Coverages), Provider shall be responsible for the payment of all such deductible amounts.

9.3 Provider agrees to list County as an additional insured under Provider's commercial liability insurance policy and any excess liability insurance policy. The listed certificate holder on all required policies shall be "Broward County."

9.4 Coverage shall be provided on forms no more restrictive than the latest edition of the applicable forms filed by the Insurance Services Office.

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9.5 Provider shall notify County in writing within thirty (30) days after Provider learns of any claim against Provider's professional liability insurance policy in which damages claimed plus defense costs incurred to date exceed \$250,000.

9.6 Within fifteen (15) days of execution of this Agreement, Provider shall provide County with proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements. Failure to timely provide acceptable proof of insurance, as determined by County, shall entitle County to terminate this Agreement without any liability to Provider.

9.7 Provider shall provide County with at least thirty (30) days' written notice of expiration, cancellation, or restriction of coverage for any policies required under this Article. Provider shall provide certified copies of any policy to County upon County's request.

9.8 If Provider subcontracts any work under this Agreement, Provider shall require that each subcontractor names County as an additional insured under the subcontractor's general liability insurance policy and any excess liability insurance policy.

ARTICLE 10. EEO and CBE COMPLIANCE

10.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Provider shall include substantially similar language in its contracts with any and all permitted subcontractors providing goods or services under this Agreement.

10.2 Failure by Provider to carry out any of the requirements of this Article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3 Although a CBE goal has not been established for this Agreement as of the Effective Date, County encourages Consultant to give full consideration to the use of certified CBE firms to perform work under the Agreement. For detailed information on the CBE program, see <http://www.broward.org/EconDev/WhatWeDo/Pages/Certification.aspx>.

ARTICLE 11. TERMINATION

11.1 This Agreement may be terminated for cause based on any breach that is not cured within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board upon providing written notice to Provider of the termination date, which shall be not less than thirty (30) days after the date such written notice is provided. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under applicable law, be deemed

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a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

11.2 County may terminate this Agreement if Provider is found to have submitted a false certification pursuant to Section 287.135, Florida Statutes, if Provider has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or if Provider has failed to promptly implement corrective action for audit deficiencies upon reasonable notice by County. Notwithstanding anything contained in this Agreement to the contrary, the rights and obligations of the Parties under this paragraph shall be governed by Section 287.135, Florida Statutes, to the full extent applicable.

11.3 Provider represents that neither it nor any of its affiliates has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. County may terminate this Agreement effective immediately, without any further obligation to Provider, upon learning that such representation is false or if Provider or any of its affiliates is placed on the discriminatory vendor list.

11.4 Additionally, and notwithstanding anything to the contrary in this Agreement, County may terminate this Agreement without any further liability to Provider upon the decertification of Provider as a Certified Business Entity ("CBE") by County's Office of Economic and Small Business Development ("OESBD"), if Provider's status as a CBE was a factor in the award of the Agreement and such status was misrepresented by Provider. However, such termination shall not be effective until expiration of any timely-filed review or appeal of the decertification decision.

11.5 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

11.6 In the event this Agreement is terminated for convenience, Provider shall be paid for any goods and services properly provided through the termination date specified in the written notice of termination. Provider acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Provider, for County's right to terminate this Agreement for convenience, and Provider hereby waives, to the full extent permissible under applicable law, any and all rights to challenge the adequacy of such consideration or the validity of County's right to terminate for convenience.

ARTICLE 12. MISCELLANEOUS

12.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other documents provided to County in connection with this Agreement shall be and remain the property of County and, if a copyright is claimed, Provider hereby grants to County a nonexclusive perpetual license to use the copyrighted item(s), to prepare derivative works, and to make and distribute copies to the public. Unless otherwise expressly stated in this Agreement, any intellectual property of Provider or third parties that may be included in any materials provided under this Agreement shall remain the intellectual property of Provider or the applicable third

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party. In the event of termination or expiration of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Provider, whether finished or unfinished, shall become the property of County and shall be delivered by Provider to the Contract Administrator within seven (7) days of termination or expiration of this Agreement by either party.

12.2 Audit Right and Retention of Records. County shall have the right to audit the books, records, and accounts of Provider and its subcontractors that are related to this Agreement. Provider and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of Provider and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Provider or its subcontractor, as applicable, shall make same available at no cost to County in written form.

Provider and its subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this Section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Provider's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to County of any nature by Provider in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of the County's audit shall be reimbursed to the County by Provider in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Provider.

Provider shall ensure that the requirements of this Section are included in all agreements with its subcontractor(s).

12.3 Public Records. To the extent Provider is acting on behalf of the County as stated in Section 119.0701, Florida Statutes, Provider shall:

- a. Keep and maintain public records required were County performing the services under this Agreement;
- b. Upon request from the County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if the records are not transferred to the County; and

d. Upon completion of the Agreement, transfer to County, at no cost, all public records in possession of Provider upon termination of this Agreement or keep and maintain public records required were the County performing the service. If Provider transfers the records to the County, Provider shall destroy any duplicate public records that are exempt or confidential and exempt. If the Provider keeps and maintains public records upon completion of the Agreement, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Provider to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling the County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to the County, who will be responsible for responding to any such public records requests. Provider will provide any requested records to County to enable County to respond to the public records request.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-5918, kawolf@broward.org, 1 N. UNIVERSITY DRIVE, SUITE 4003A, PLANTATION, FL 33324.

12.4 Truth-In-Negotiation Representation. Provider's compensation under this Agreement is based upon representations supplied to County by Provider, and Provider certifies that the information supplied is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

12.5 Public Entity Crime Act. Provider represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Provider further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Provider has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Provider under this Agreement.

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12.6 Taxes. Broward County is a local government entity within the State of Florida, which does not pay federal excise or state sales taxes on direct purchases of tangible property. County will provide an applicable tax exempt certificate to Provider upon request.

12.7 Independent Contractor. Provider is an independent contractor under this Agreement. Provider shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.8 Third Party Beneficiaries. The Parties acknowledge that there are no third-party beneficiaries under this Agreement.

12.9 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Broward County Enterprise Technology Services
Attn: Keith Wolf
1 North University Drive, Suite 4003A
Plantation, FL 33324-2019
kawolf@broward.org

NOTICE TO PROVIDER:

AT&T Corp.
Attn: Esther Martin, Account Manager
600 N.W. 79th Ave.
Miami, Florida 33126
Email address: em6388@att.com

12.10 Assignment. Except for subcontracting approved by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Provider without the prior written consent of County. If Provider violates this provision, County shall have the right to immediately terminate this Agreement.

12.11 Conflicts. Provider agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of the judgment and care required to perform under this Agreement. Provider further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Provider is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or

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administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Provider or any person from in any way representing themselves, including giving expert testimony in support thereof, in any administrative or legal proceeding.

12.12 Waiver of Breach. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

12.13 Compliance with Laws. Provider shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement.

12.14 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.15 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

12.16 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

12.17 Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, PROVIDER AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12.18 Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party. Without limiting the foregoing, the terms of this Agreement shall prevail over and against any additional or contrary terms and conditions in any format or medium whatsoever including, without limitation,

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shrinkwrap, click-through, or terms and conditions associated with any upgrade, update, release, patch, or other modification of the Equipment or related software, unless expressly agreed to in writing by an amendment hereto executed by authorized representatives of each party.

12.19 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.20 HIPAA Compliance. It is understood by the Parties that County personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. § 160, 162, and 164 and related statutory and regulatory provisions. In the event Provider is considered by County to be a covered entity or business associate or otherwise required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Provider shall fully protect individually identifiable health information as required by HIPAA and HITECH. To the extent required by HIPAA, Provider agrees to enter into a Business Associate Agreement on terms to be negotiated between the Parties. Where required, Provider shall handle and secure such PHI in compliance with HIPAA, HITECH and its related regulations and, if required by HIPAA, HITECH, or other laws, shall include in its "Notice of Privacy Practices" notice of Provider's and County's uses of a client's PHI. The requirement to comply with this provision, HIPAA and HITECH shall survive the expiration or termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements if required under this Agreement.

12.21 Payable Interest

12.21.1 Payment of Interest. Broward County will not be subject to any interest charges relating to this Agreement except as required under the Florida Prompt Payment Act, Florida Statutes 218.72 et seq., and any interest permitted to be charged shall not commence prior the payment due date established under Florida Statutes Section 218.74.

12.21.2 Rate of Interest. If, for whatever reason, the preceding subsection is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

12.22 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

12.23 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority. Provider represents that it is an entity authorized to transact business in the State of Florida.

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12.24 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, Provider agrees to fully comply with Section 16½-157 during the entire term of the Agreement. If Provider fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this paragraph.

12.25 Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by Provider shall serve as Provider's required certification that it has or will establish a drug-free workplace in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward County Procurement Code, and that it will maintain such drug-free workplace for the full term of this Agreement.

12.26 Contingency Fee. Provider represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Provider. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Provider under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

12.27 Living Wage Requirement. If Provider is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Broward County Code sections 26-100 – 26-105, Provider agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and Provider shall fully comply with the requirements of such ordinance. Provider shall be responsible for and shall ensure that all of its subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

12.28 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This Section shall not

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supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.29 County Logo. Provider shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

12.30 Other Eligible Purchasers. Other Constitutional offices of Broward (each an "Eligible Purchaser") may, if they so elect, purchase goods or services from Provider under the terms and conditions of this Agreement, provided that any such Eligible Purchaser shall be solely responsible for all payment and performance with respect to any such purchased goods or services and shall separately mutually execute an addendum or contract adopting the terms of this Agreement and attaching any applicable Pricing Schedule or other appropriate ordering document, which addendum, contract, Pricing Schedule or ordering document shall not be binding in any way upon the County and shall have no effect upon the performance, duration, or enforcement of this Agreement.

12.31 Counterparts. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2018, and AT&T CORP., signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
____ day of _____, 2018

Insurance requirements approved by
Broward County Risk Management Division:

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: CPounall 02/20/18

Name: Colleen Pounall

Title: Risk Analyst

By: [Signature] 4/20/18
René D. Harrod (Date)
Deputy County Attorney

RDH
2018-02-02 AT&T Data Circuits Agreement
02/02/2018
#195705

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This Agreement shall be signed by AT&T first followed by County's signature after which such fully signed Agreement is returned to AT&T not more than ninety (90) days after AT&T's signature date. Any change made to this document made by County after AT&T signs, without authorization of AT&T, renders the Agreement null and void, except for changes expressly authorized by the terms of this Agreement and except for mutually agreed upon contract amendments.

PROVIDER

WITNESSES:

AT&T CORP.

Karen Kotula
Signature

By: Debra M Szabo
Authorized Signor

KAREN KOTULA
Print Name of Witness above

Debra Ann Szabo/Sr Solution Architect
Print Name and Title

Linda Ruesch
Signature

16 day of February, 2018 KG898B

Linda Ruesch
Print Name of Witness above

ATTEST:

Richard E. Powell
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

KAREN KOTULA
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPTEMBER 20, 2018



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Exhibit A – Statement of Work

Provider and County agree that Provider shall provide the following work under this Agreement:

- **Equipment and Services:**

Orders: County may from time to time issue an Order for any Equipment and Services by issuance of an applicable Purchase Order, P-Card, Work Authorization, or other ordering document. All parts are to be new, original equipment manufacturer (OEM) parts, or manufacturer certified for use within the United States.

Replacement Deliveries: Any product supplied under this Agreement that arrives inoperable shall be, upon notice to Provider by County, replaced by Provider with a new product identical to that ordered. Upon notification by County, delivery of the replacement product is within ten (10) business days.

Installation: Any installation ordered by County shall occur during normal County business hours (Monday through Friday, 7:00 a.m. to 7:00 p.m., excluding holidays). Technician tasks and scheduling will be arranged as mutually agreed to accommodate County and Provider needs. Upon written notice by County, after-hours installation may be necessary to minimize service interruptions. The Contract Administrator or delegate and Provider will schedule any installation date and time, provided that technician tasks and scheduling will be arranged as mutually agreed by the Parties to accommodate County and Provider needs. Installers must be fully competent in the installation and operation of the product as delivered. Upon determination by County that an installer is not fully competent, the County reserves the right to have the Provider arrange for another qualified installer. If Provider cannot deliver a fully competent installer for the awarded product, then County may cancel the order at issue and receive a full refund of any amounts paid for the cancelled products or services.

- **Technical Approach**

Underground Cable Damage Remediation: Provider shall arrange and make immediate repair for any damage to Provider's cabling caused by or that occurs during the course of any underground work regardless of fault. It is the Provider's responsibility to seek recovery or remediation from the liable party after the fact.

Permits and Approvals: Provider shall obtain all permits, design approvals, locator services, and any other items required as standard procedure for the installation of services. This is a no cost service to the County. Provider will notify County as soon as Provider determines that any easements, rights of way, or other consents are required. County will be responsible for obtaining any easements, rights of way, or other consents required, at County's cost; Provider shall provide reasonable support and assistance to County's procurement of the necessary rights and access, but shall not be obligated to provide other installation support services until any necessary easements, rights of way, or other consents are obtained. If County determines it is unable to reasonably obtain a required easement, right of way, or other consent for a new Order or installation of services, County shall promptly notify Provider and County shall be entitled to terminate the applicable Order with no termination fee or other charges. Provider shall have no

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obligation to begin installation of a new Order until all required easements, rights of way or other consents have been obtained.

Building Code: Provider shall conduct all circuit installation work (i.e., cable, fiber, copper) that affects Broward County facilities (e.g., department buildings, grounds, roadways and parking areas) in accordance with Florida Building Code and all applicable building codes, laws, rules and resolutions in effect in Broward County. Required construction and circuit installation of telecommunications equipment, or related cabling, facilities, enclosures, or structures shall be coordinated as needed with the County's Environmental Protection and Growth Management, Facilities Management and Construction Management Division.

Cable Location Mapping: The provider shall provide engineering drawings to Broward County of the location of all new cable installed in, (or serving) new County facilities and any relocation of existing cable serving Broward County facilities.

Network Design Session: Provider is required to schedule one annual session to evaluate County's network and all services in use from Provider at no cost. This session will include evaluation of best practices, circuit sizing, data patterns and traffic flow. Provider shall monitor, capture and evaluate with delivery of a strategy minded report to include recommended changes for best performance, cost containment, and efficiency.

Provider Ownership: Provider shall retain ownership of all suspended, free air or underground conduit cabling and maintain, repair, and replace, as needed for all County facilities at no cost to County. This responsibility is from the connection point of each facility to the connection point of the provider's facility.

Services Cancellation: In the event of service cancellation, Provider will be responsible for all costs associated with removal of non-Broward County equipment as well as any aerial and underground fiber circuits required to deliver service (inclusive of any upgrades to that equipment required to meet upgraded circuit speeds) during the term of the contract, provided that for any service cancellation prior to cutover, Provider reserves the right to charge County the actual costs associated with removal of non-Broward County equipment in lieu of any termination charges otherwise permitted under the Pricing Schedule. In addition, as to AT&T Dedicated Internet (ADI) only, upon cancellation by AT&T of an order to install Service at a Site, either for customer cancellation prior to service activation or for AT&T cancellation prior to service activation due to Customer's actions or omissions preventing AT&T from completing installation of an order to install Service at a Site, AT&T may charge County a flat fee of \$200.

The County reserves the right to add, delete, upgrade, downgrade or modify Service Locations throughout the Term of the resulting contract.

Port Services Blocking: Provider shall deliver all services allowing data to traverse through the Provider's services without obstruction at the Provider level.

Service Connection Guideline: The building entrance point at each Service Location shall have the terminated connection point at the County's switch located in the Data/Communications closet for each Service Location. There is no additional cost for vertical installation to

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Data/Communication closets above ground level.

Security/Access: Provider will cooperate with County and provide any and all information that County may request in order to determine appropriate security and network access restrictions and verify Provider compliance with reasonable security standards. AT&T shall comply with AT&T security policy and all applicable laws related to privacy and security.

- **Managerial Approach & Communication**

Ticketing System: Provider shall provide an online ticketing system that is available to County at all times (24/7) which shall allow County to follow reported technical or other problems and steps taken by Provider in response. Provider shall ensure the database is updated promptly as problems are reported and action is taken.

Communication and Personnel: Provider shall provide, during the term of the Agreement, a dedicated local (Broward, Miami-Dade, or Palm Beach Counties) Account representative who will be able, and authorized to resolve all account-related issues. The representative shall be available business days between the hours of 8:30 a.m. to 5:00 p.m. (Eastern).

Provider shall provide a two Designated Account Engineers/Technical Sales Consultants who will be able, and authorized to recommend hardware and engineering solutions related to group level procurements. The designated account representative and account engineer shall schedule a minimum of 26 one-hour, bi-weekly meetings with County's Contract Administrator or other designated representative(s). In addition, Provider shall provide a dedicated account representative at the factory level who is readily reachable during County business hours.

Provider's representatives shall communicate to County and provide information regarding technology roadmaps; facilitate engineering discussions, process improvement discussions, technology release bulletins, capital funding planning exercises, etc. Information provided by the Provider's representatives shall be in the spirit of providing County with the information needed to make informed decisions surrounding strategy, cost efficiencies, and futuristic planning.

Provider shall provide emergency contact information for preparing high priority orders of equipment herein requested under the terms and specifications of this Agreement. During such time as Federal, State or County government for the local geographic area serving this Agreement has issued a declaration of emergency; Provider shall make staffing available as required for order processing and provide an elevated priority to factory order creation and shipping per specifications. Provider will be prepared to process such orders under disaster and post recovery situations where County established procurement processes might revert to manual operations. Provider and County will adhere to the following communication and reporting schedule unless otherwise agreed in writing by the Parties:

Provider will ensure that the persons responsible for Provider's performance of the Services under this Agreement and, to the extent applicable, identified below (collectively "Key Personnel") are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement. To the extent Provider seeks or is required to make any change to the composition of the Key Personnel, Provider will provide County with thirty (30) days' advance notice (or as much advance notice as is possible if thirty

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(30) days' notice is not possible) regarding such changes and the management plan associated with such changes. County shall not be responsible for any additional costs associated with a change in Key Personnel.

Key Personnel:

- Dwayne Stafford** **Strategic Account Manager, Team Lead**
ds7696@att.com **number: 786.479.4113**
Role: Provide 100% personalized account coverage for all needs including product information and coordinating internal resources to provide complete solutions.
- Esther Martin** **Account Manager**
am6388@att.com **number: 305.582.9541**
Role: Provide 100% personalized account coverage for all needs including product information and coordinating internal resources to provide complete solutions.
- Espe Diaz-Bello** **Sales Manager**
ed6554@att.com **number: 305.582.9589**
Role: Responsible for all Account Managers in the Government and K-12 Education accounts space. May provide backup support if Account Manager is out of the office or if issues warrant an escalation.
- Bill Patterson** **Designated Account Engineer - Technical Sales Consultant**
wp1702@att.com **number: 561.281.3759**
Role: Provide technical support to Account Team in developing a solution that addresses your data communications needs efficiently and cost-effectively. This includes, and is not limited to, assessing your current situation, analyzing the dynamics of your company's key drivers, and developing and recommending options for IP, VoIP, and Ethernet solutions.
- Doug Risavy** **Designated Account Engineer**
dr6604@att.com **number: 321.536.4551**
- Xiomara Spring** **Service Executive**
xr7991@att.com **number: 561.319.9540**
Role: Provide second-level support for service interruptions after you have called Repair to obtain a trouble ticket. May also perform billing investigations.

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Denise Stamper **Customer Service Associate**
ds0407@att.com **number 214.760.2071**
Role: Order processing for Business lines, Centrex lines

911 Public Safety **Darren Light – Senior Solutions Architect**
Darren.light@att.com **number: 407.455.1643**

Silvia Diaz – Technical Sales Consultant
sd5805@att.com **number: 561.568.3975**

Henry Ancheta – Service Executive Public Safety
ha2216@att.com **number: 954.806.1152**

Walter Flemke – Service Consultant
wf2068@att.com **number: 954-331-1855**

Dedicated Web Site: Provider shall provide County with a dedicated web site that includes, but is not limited to, the following features: Account catalog of services, Order status, Purchase history, Invoice copies, Services inventory, Service and Equipment support Links. The dedicated site will also provide the means necessary to download Software Updates, IOS Updates, and Firmware updates that apply to any models of Equipment under the support responsibility of the County. The dedicated site shall have the ability to retrieve historical uptime and bandwidth usage reporting, and historical service call information.

- **Training**

Provider shall train County staff on the use of the Dedicated Web Site or, systems the Provider makes available to their general customer base for use in the monitoring of services. Training shall include the use of any Provider self-service trouble ticket portal made available to customers or otherwise used for creating and viewing status of trouble tickets opened for Provider.

- **Optional Services**

County may acquire, as Optional Services, other equipment or services related to the equipment or services otherwise provided under this Agreement, including without limitation provision of services at additional locations other than as set forth in Exhibit A-1 (Group(s) and Location(s)).

- **Final Acceptance Test Plan**

For any additional goods or services acquired pursuant to a Work Authorization, Final Acceptance testing shall utilize the final acceptance test criteria set forth in the applicable Work Authorization.

Upon AT&T's completion of installation activities and confirmation via AT&T testing that the circuit is working and available for Customer test/use, the Customer has up to 8 business hours to perform its own testing and confirm that Service is working to its satisfaction. If Customer finds there are problems, it may call the AT&T Ethernet Network Operations Center (ENOC), who

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will further assist to correct or confirm Service is working.

AT&T agrees that in the event County notifies AT&T (either telephonically or electronically via email) of failure of a test element listed below within 8 business hours of that turn up, County will not be liable for any billing which may occur until the Service is working properly and passes all test elements stated below.

County's Test:

NEW CIRCUIT TESTING	PASS	FAIL	PARAMETERS
Cyclic Redundancy Check (CRC) Error Rate			Zero CRC Errors Required for a Pass
RTT delay (Round Trip Delay) Measured in Milliseconds			50ms to 150ms Required for a Pass
Loss of Signal (LOS) Measured in number of drops or disconnects			LOS must be Recorded as Zero
Unavailable Seconds (UAS) Measured in Total Consecutive Seconds of Signal Loss			Unavailability must be Recorded as Zero
Stress Test for Packet Loss Measured in number of Packet Loss errors during Streaming Data			Packet Loss must be Recorded as Zero

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Exhibit A-1 – Group(s) and Location(s)

GROUP I (DEDICATED FIBER OPTIC ETHERNET WIDE AREA NETWORK (WAN) DIGITAL TRANSMISSION SERVICE, MPLS SERVICES, SONET SERVICES OC-3, OC-12, OC-48) - GENERAL AND TECHNICAL CAPABILITY SPECIFICATIONS:

A-1 A dedicated Fiber Optic Ethernet Wide Area Network (WAN) Digital Transmission Service to interconnect specified Broward County-owned facilities and satellite locations (collectively referred to as “Service Locations” thereafter) through a hub and spoke topology terminating at specific Termination Point Hosts (Emergency Operations Center & Fort Lauderdale Peak 10 Data Center). It is the intent of Broward County that the provider will provide specified circuit bandwidth speed range at Service Locations upon initiation of County’s service request. The County anticipates circuit bandwidth speed ranges will include 10 Mbps, 50 Mbps, 100 Mbps, 250 Mbps, 500 Mbps, 1 Gbps, 10Gbps, and 40Gbps as determined most appropriate by the County (the AT&T Switched Ethernet (ASE) Pricing Schedule and the AT&T Switched Ethernet (ASE) and ASEoD (Network on Demand) Pricing Schedule).

A-2 Included in this group is Multi-Protocol Label Switching (MPLS) service to specified Broward County-owned service locations, at the desired bandwidth and Termination Point (the AT&T Switched Ethernet (ASE) Pricing Schedule).

A-3 Additionally, this group includes Synchronous Optical Networking (SONET) services as OC-3, OC-12 and OC- 48 to interconnect specified service locations at the specified bandwidth. The provider will propose a Ring and/or Point-to-Point solution (the AT&T OC-n Dedicated Ring Service (“SONET Ring”) Pricing Schedule).

A-4 SERVICE LOCATIONS:

WAN Service Locations (as determined by the County)

County Location	Bandwidth	Address	City	Zip	Termination Point
Broward County Transit North Depot	1 Gbps	3201 West Copans Rd.	Pompano	33069	Hosts
Broward Emergency Operations Center (EOC)	1 Gbps	201 NW 84th Ave.	Plantation	33324	N/A
Broward Emergency Operations Center (EOC)	10 Gbps	201 NW 84th Ave.	Plantation	33324	N/A
Peak 10 Data Center	1 Gbps	5301 NW 33rd Ave.	Ft. Lauderdale	33309	N/A
Peak 10 Data Center	10 Gbps	5301 NW 33rd Ave.	Ft. Lauderdale	33309	N/A
Plantation Heritage Park	10 Mbps	1100 S Fig Tree Ln.	Plantation	33317	Hosts
Annie Weaver Health Center and Family Success	10 Mbps	2011 NW 3rd Ave.	Pompano	33060	Hosts
Para Transit – Medex	10 Mbps	2632 Hollywood Blvd.	Hollywood	33020	Hosts
Historical Commission	10 Mbps	301 SW 13th Ave.	Fort Lauderdale	33301	Hosts
South West Landfill	10 Mbps	7101 SW 205th Ave.	Fort Lauderdale	33332	Hosts
South Regional Family Success Center-Carver Ranches	10 Mbps	4733 SW 18th St.	Hollywood	33023	Hosts
South Regional Health Center	10 Mbps	4105 Pembroke Rd.	Hollywood	33021	Hosts
Animal Care Pompano	10 Mbps	3100 NW 19th Terrace	Pompano	33065	Hosts
Paratransit – Transamerica	10 Mbps	3300 SW 11th Ave.	Fort Lauderdale	33315	Hosts

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Exhibit A-1

County Location	Bandwidth	Address	City	Zip	Termination Point
Paratransit- Inktel	10 Mbps	7209 North Pine Island Rd.	Tamarac	33321	Hosts
Paratransit – Lucanus	10 Mbps	6411 Taft St.	Hollywood	33024	Hosts
Paratransit - Nob Hill	10 Mbps	5000 Nob Hill Road	Fort Lauderdale	33351	Hosts
Paratransit – Broward Central Bus Terminal	10 Mbps	101 NW 1st Avenue	Fort Lauderdale	33301	Hosts
Paratransit - Northwest Focal Point	10 Mbps	6009 NW 10th Street	Margate	33063	Hosts
Paratransit – NTC	10 Mbps	304 Hammondville Rd	Pompano Beach	33060	Hosts
Paratransit – MSC	10 Mbps	6700 Miramar Pkwy	Miramar	33023	Hosts
Paratransit – Hollywood	10 Mbps	2326 Thomas St.	Hollywood	33020	Hosts
Paratransit – Lauderdale	10 Mbps	4221 NW 12th St	Lauderhill	33313	Hosts
Mosquito Control	100 Mbps	1200 W Airport Rd.	Pembroke Pines	33023	Hosts
Broward Revenue Collection Tag Agency	100 Mbps	1800 NW 66th Ave.	Plantation	33313	Hosts
Port Everglades	100 Mbps	1850 Eller Dr.	Hollywood	33316	Hosts
Broward Addiction Recovery Center	100 Mbps	3275 NW 99th Way	Coral Springs	33065	Hosts
Medical Examiner's Office	100 Mbps	5301 SW 31ST Ave.	Dania Beach	33312	Hosts
South Regional Courthouse	100 Mbps	3550 Hollywood Blvd.	Hollywood	33021	Hosts
Hollywood North Beach Park	100 Mbps	3601 N Ocean Dr.	Hollywood	33019	Hosts
Tradewinds Park	100 Mbps	3601 W Sample Rd.	Coconut Creek	33073	Hosts
Tree Tops Park	100 Mbps	3900 SW 100th Ave.	Davie	33328	Hosts
Miramar Pineland Park	100 Mbps	3600 S University Dr.	Davie	33025	Hosts
Quiet Waters Park	100 Mbps	401 S. Powerline Rd.	Deerfield Beach	33442	Hosts
CB Smith Park	100 Mbps	900 N. Flamingo Rd.	Pembroke Pines	33028	Hosts
Brian Piccolo Park	100 Mbps	9501 Sheridan St.	Cooper City	33024	Hosts
Markham Park	100 Mbps	16001 W State Rd. 84	Sunrise	33326	Hosts
UF-IFAS Broward Extension Education	100 Mbps	3245 College Ave.	Davie	33314	Hosts
Secret Woods Nature Park	100 Mbps	2701 W State Rd 84	Dania Beach	33312	Hosts
North Regional Courthouse	100 Mbps	1600 W. Hillsboro Blvd.	Deerfield Beach	33442	Hosts

WAN Service Locations, Libraries (as determined by the County; Subject to E-rate)

County Location	Bandwidth	Address	City	Zip	Terminating Point
Beach Library	100 Mbps	3250 NE 2nd St.	Pompano Beach	33062	Main Library
Tyrone Bryant Library	100 Mbps	2230 NW 21 Ave.	Fort Lauderdale	33311	Main Library
Carver Ranches Library	100 Mbps	4735 SW 18 St.	West Park	33023	Main Library
Century Plaza Library	100 Mbps	1856 A W Hillsboro Blvd	Deerfield Beach	33442	Main Library
Jan Moran Collier City Library	100 Mbps	2800 NW 9 Ct.	Pompano Beach	33069	Main Library
Dania Beach Paul DeMaio Library	100 Mbps	1 Park Ave. East	Dania Beach	33004	Main Library
Davie/Cooper City Library	100 Mbps	4600 SW 82 Ave.	Davie	33328	Main Library
Deerfield Beach Percy White Library	100 Mbps	837 E Hillsboro Blvd.	Deerfield Beach	33441	Main Library
Fort Lauderdale Library	100 Mbps	1300 E Sunrise Blvd.	Fort Lauderdale	33304	Main Library
Galt Ocean Mile Library	100 Mbps	3403 Galt Ocean Dr.	Fort Lauderdale	33308	Main Library
Hallandale Beach Library	100 Mbps	300 S Federal Highway	Hallandale	33009	Main Library
Hollywood Library	100 Mbps	2600 Hollywood Blvd.	Hollywood	33020	Main Library
Hollywood Beach Bernice P. Oster Library	100 Mbps	1301 S Ocean Dr.	Hollywood	33019	Main Library
Imperial Point Library	100 Mbps	5985 N Federal Highway	Fort Lauderdale	33308	Main Library

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County Location	Bandwidth	Address	City	Zip	Terminating Point
Lauderdale Lakes Library	100 Mbps	3580 W Oakland Park Blvd.	Lauderdale Lakes	33311	Main Library
Main Library	1 Gbps	100 S Andrews Ave.	Fort Lauderdale	33301	Main Library
Margate Catharine Young Library	100 Mbps	5810 Park Dr.	Margate	33063	Main Library
North Lauderdale Library	100 Mbps	6901 Kimberly Blvd.	North Lauderdale	33068	Main Library
North Regional/BC Library	500 Mbps	1100 Coconut Creek Blvd.	Coconut Creek	33066	Main Library
Northwest Library	100 Mbps	1580 NW 3 Ave.	Pompano Beach	33060	Main Library
Alvin Sherman Library	100 Mbps	3100 Ray Ferrero, Jr. Blvd.	Fort Lauderdale	33314	Main Library
Pompano Beach Library	100 Mbps	1213 E Atlantic Blvd.	Pompano Beach	33060	Main Library
Pembroke Pines/Walter C. Young Library	250 Mbps	955 NW 129 Ave.	Pembroke Pines	33028	Main Library
Riverland Road Library	100 Mbps	2710 W Davie Blvd.	Fort Lauderdale	33312	Main Library
South Regional/BC Library	500 Mbps	7300 Pines Blvd.	Pembroke Pines	33024	Main Library
Southwest Regional Library	500 Mbps	16835 Sheridan St.	Pembroke Pines	33331	Main Library
Stirling Road Library	100 Mbps	3151 Stirling Rd.	Hollywood	33312	Main Library
Sunrise Dan Pearl Library	100 Mbps	10500 W Oakland Park Blvd.	Sunrise	33351	Main Library
Tamarac Library	100 Mbps	8701 W Commercial Blvd.	Tamarac	33351	Main Library
West Regional Library	500 Mbps	8601 W Broward Blvd.	Plantation	33324	Main Library
Weston Library	100 Mbps	4205 Bonaventure Blvd.	Weston	33332	Main Library
Young At Art Library	100 Mbps	751 SW 121st Ave.	Davie	33325	Main Library
African American Research Center	100 Mbps	2650 Sistrunk Blvd.	Fort Lauderdale	33311	Main Library
Lauderhill Library	100 Mbps	6399 W Oakland Park Blvd.	Lauderhill	33313	Main Library
Northwest Regional Library	500 Mbps	3151 University Dr.	Coral Springs	33065	Main Library
Miramar Library	100 Mbps	2050 Civic Center Pl.	Miramar	33025	Main Library

MPLS Service Locations (as determined by the County)

County Location	Bandwidth	Address	City	Zip	Termination Point
Emergency Operations Center	100 Mbps up to 10 Gbps	201 NW 84th Ave.	Plantation	33324	EOC
Peak 10 Data Center	100 Mbps up to 10 Gbps	5301 NW 33rd Ave.	Fort Lauderdale	33309	Peak 10
Traffic Engineering	100 Mbps up to 10 Gbps	2300 W. Commercial Blvd	Fort Lauderdale	33309	Traffic Engineeri

SONET Service Locations (as determined by the County)

County Location	Bandwidth	Address	City	Zip
Governmental Center	1Gbps Fiber	115 S Andrews Ave.	Fort Lauderdale	33301
Water and Wastewater Services	1Gbps Fiber	2555 W Copans Rd.	Pompano	33069
Peak 10 Datacenter	1Gbps Fiber	5301 NW 33rd Ave.	Fort Lauderdale	33309
Fort Lauderdale/Hollywood Int. Airport	1Gbps Fiber	100 Terminal Drive	Fort Lauderdale	33315

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GROUP II - FIBER OPTIC TRANSPORT RING SERVICES, INTERNET ACCESS SERVICES TECHNICAL AND OPERATIONAL SPECIFICATIONS:

B-1 Provide two (2) switched Ethernet service Fiber Optic Ring Transports (AT&T Switched Ethernet (“ASE”)) with diverse access in a minimum of one (1) Gbps for primary use of Internet traffic supplied at Broward County-owned facilities and satellite locations (collectively referred to as “Service Locations” hereafter). Additional Service Locations may be included pursuant to an ASE Pricing Schedule.

B-2 Provide Internet Access Service by desired bandwidth requirements at specified Service Locations per the applicable Pricing Schedule for AT&T Dedicated Internet (ADI).

SERVICE LOCATIONS:

B-1 Ring Transport Service Locations (as determined by the County)

First Ring				
County Location	Bandwidth	Address	City	Zip
Emergency Operations Center	1Gbps Fiber	201 NW 84th Ave.	Plantation	33324
Broward Governmental Center	1Gbps Fiber	115 S Andrews Ave.	Fort Lauderdale	33301
Broward County Transit Copans Road Depot	1Gbps Fiber	3201 W Copans Road	Pompano	33069
Peak 10 Data Center	1Gbps Fiber	5301 NW 33rd Ave.	Fort Lauderdale	33309

B-1 Ring Transport Service Locations, Libraries (as determined by the County; Subject to E-rate)

Second Ring (Libraries)				
County Location	Bandwidth	Address	City	Zip
Main Library	1Gbps Fiber	100 S Andrews Ave.	Fort Lauderdale	33301
Northwest Regional Library	1Gbps Fiber	3151 University Drive	Coral Springs	33065
Hollywood Library	1Gbps Fiber	2600 Hollywood Blvd.	Hollywood	33020
Miramar Library	1Gbps Fiber	2050 Civic Center Pl.	Miramar	33025

B-2 Internet Access Service Locations (as determined by the County)

County Location	Bandwidth	Address	City	Zip
Emergency Operations Center	100 Mbps to 40 Gbps	201 NW 84th Ave.	Plantation	33324
Main Downtown Library	100 Mbps to 40 Gbps	100 S Andrews Ave.	Fort Lauderdale	33301
Northwest Regional Library	100 Mbps to 40 Gbps	3151 University Drive	Coral Springs	33065
Hollywood Branch Library	100 Mbps to 40 Gbps	2600 Hollywood Blvd.	Hollywood	33020
Miramar Library and Education Center	100 Mbps to 40 Gbps	2050 Civic Center Pl.	Miramar	33025
Peak 10 Datacenter	100 Mbps to 40 Gbps	5301 NW 33rd Ave.	Fort Lauderdale	33309
Main County Courthouse	100 Mbps to 40 Gbps	201 SE 6th St.	Fort Lauderdale	33301

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Exhibit B – Payment Schedule

All pricing under this Agreement shall be stated in a Pricing Schedule approved by the County’s Director of Purchasing or the Board. The rates specified therein shall be in effect for the entire Pricing Schedule Term, unless the contrary is expressly stated therein.

Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T’s net income), surcharges, recovery fees, customs 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 a valid exemption certificate prior to the delivery of Services (collectively, “Fees”).

Government imposed surcharges will be charges to County on a “pass thru” basis with no markup. In the event any other fee is charged that County deems excessive or unauthorized, the Parties shall discuss any appropriate adjustment to other service charges. If an agreement cannot be reached, County may terminate the affected service with no termination fees or other cancellation charges. As of the Effective Date of this Agreement, there are no Fees other than as set forth above or in the applicable Pricing Schedule associated with the Services provided under this Agreement.

To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and 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.

If Customer’s agreement for ADI includes Ethernet access connections provided by AT&T, the rates for access connections do not include special construction or additional access charges (including, but not limited to, build out costs, or costs incurred by AT&T in connection with installation of local channel access). After placing an order, the Customer may be notified that special construction and/or additional access charges apply because, for example, the access service provider must install special equipment or incur unusual expenses to establish service. Notwithstanding the foregoing, AT&T agrees to waive, on a per project basis, the first \$50,000 of any special construction costs that would ordinarily apply. Facilities construction relating to special construction and/or additional access charges will not begin until the Customer has agreed in writing to pay the special construction and/or additional access charges.

Rate Table ADI-NRDCPE-CHRG – Non-Returned/Damaged CPE Charge

Rate Table ADI-NRDCPE-CHRG: ADI-Non-Returned/Damaged CPE Charge	
Speed/Port Type	Non-Returned/Damaged CPE Charge
Ethernet	\$2,311.00

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Exhibit C - Support and Maintenance Services

Repair Services: Provider shall provide repair services, Class of Service (CoS) Service Management levels, and routine maintenance in a manner consistent with meeting the service levels provided for in this Agreement. Provider's Support and Maintenance obligations include on-site maintenance at any office or location of a Broward County agency, although to the extent reasonable and customary under the circumstances, Provider may provide services electronically.

For repair requests, there is no distinction between normal County business hours and after-hours services. Services are to be rendered upon request by County at any time throughout a 24/7/365 cycle to remediate loss of services. Once Provider's technician arrives on-site and commences diagnosis and error correction efforts, such efforts may continue during regular work hours until:

- (1) The malfunction is corrected or otherwise "worked around";
- (2) By the arrival of a qualified replacement technician, the technician is relieved;
- (3) County is reasonably satisfied the reported problem is not a cause by malfunction in covered hardware; or
- (4) County reasonably concludes after conferring with the technician that further diagnosis or repair efforts shall wait until the arrival of replacement parts or the occurrence of some other contingency.

Specific response times or other conditions apply as defined with the attached Service Level Agreement (SLA). If a Service Component is deemed non-repairable, Provider shall install a replacement component no less than equal or better in performance, and compatible with County's existing systems. Notwithstanding specific response time requirements, Provider shall use its continuing commercially reasonable efforts to correct any issue as expeditiously as it can.

Stock and Parts. Provider shall maintain adequate stock levels to assure timely delivery of any components that may require maintenance or repair within a purchased response time.

Staff. Provider agrees to employ maintenance personnel suitably trained in the operation of the Services and associated software and firmware.

Records and Reports. In all situations, when County opens a trouble ticket, Provider will maintain records and statistics of all maintenance and repair services provided under this Agreement. This information must include at least the following:

- a) Date, time, and name of contact;
- b) Circuit details (service attributes and Services being addressed or repaired);
- c) All steps and actions taken to maintain the Services or repair the problem; and
- d) Date and time of maintenance/resolution and County representative notified of maintenance/resolution

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In addition to the foregoing, Provider shall maintain records and, at the request of County, shall provide monthly reports of the foregoing records and statistics of Provider's average monthly compliance with the required Regular Response Time and Emergency Service Time as well as the repeat trouble rate for all Services.

Failure to Meet Required Response or Emergency Service Times. If Provider fails to comply with the requirements of the Service Level Agreement for uptime or service requests, County may offset any amounts due to County under the Service Level Agreement against any sums due Provider or shall receive an appropriate credit from Provider.

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AT&T MA Reference No.154495UA
Exhibit D

Exhibit D - Insurance Coverages

Insurance Requirement Computer Data Telecommunications Services

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent With no exclusions or limitations for: <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$1 mil	\$3 mil
	Personal Injury		
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned *May be waived <input checked="" type="checkbox"/> Hired if no autos to be <input checked="" type="checkbox"/> Non-owned used in performance <input checked="" type="checkbox"/> Scheduled of services. <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	
EXCESS/UMBRELLA LIABILITY May be used to supplement minimum liability coverage requirements.	Follow form basis or Add'l insd endorsement is required	\$	
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY - E&O	Chapter 440 FS (each accident) (each accident) Extended reporting period	STATUTORY \$ 1 mil \$ 1 mil 2 years	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water Deductible not to exceed \$ 100 k.
<input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County. <input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE Maximum Deductible: \$10 k CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form Completed Value form
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES REFERENCE: Countywide Data Communications Services-ETS			
CERTIFICATE HOLDER: Broward County 1 North University Drive, Suite 4003A Plantation, FL 33324-2019 Attention: Keith Wolf, ETS		 Digitally signed by FRANCISCO VASQUEZ Date: 2015.02.12 11:54:15 -0500 Risk Management Division	

Revised 2013

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AT&T MA Reference No.154495UA
Exhibit E

Exhibit E - Work Authorization Form

**WORK AUTHORIZATION FOR DATA CIRCUITS AND SUPPORT AGREEMENT
BETWEEN BROWARD COUNTY AND AT&T CORP.**

Contract Number: _____

Work Authorization No. _____

This Work Authorization is between Broward County and _____ ("Provider") pursuant to the Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided: [DESCRIBE IN DETAIL]

Agreement at issue is __ Lump Sum/ __ Not-to-Exceed for amount: \$ _____

The time period for this Work Authorization will be from the date of complete execution until ____ (__) days after County's Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

Fee Determination: Payment for services under this Work Authorization is as follows:

Professional Services	\$ _____
General Services	\$ _____
Goods/Equipment	\$ _____
Total Cost of this Work Authorization	\$ _____

The foregoing amounts shall be invoiced by Provider upon written acceptance by County of all goods and services provided under this Work Authorization.

County

_____		Contract Administrator	Date
Project Manager	Date	Board or Designee	Date

Provider

_____		Signed	Date
Attest	_____		
	Typed Name		

	Title		

**DATA CIRCUITS AND SUPPORT AGREEMENT
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AT&T MA Reference No.154495UA
Exhibit F

**Exhibit F - Service Level Agreement
for Services provided to County under the Agreement**

The applicable Service Level Agreement(s) are as follows based upon the Groups, identified in Exhibit A-1, as stated below. All references to "Customer" shall refer to the County.

GROUP I:

Exhibit F-1 – ASE and ASEoD

Exhibit F-2 – SONET Ring

GROUP II:

Exhibit F-3 – AT&T Dedicated Internet (ADI)

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**Exhibit F-1 Service Level Agreement (SLA)
for AT&T Switched Ethernet ServiceSM (ASE) and
AT&T Switched Ethernet ServiceSM (with Network On Demand) (ASEoD)**

Excerpt from AT&T Service Guide as of August 15, 2017, for ASE and ASEoD as Exhibit F-1 to the Agreement.

Stabilization of ASE and ASEoD SLA

A. Stabilization of SLAs. The SLA terms as defined herein as of the Effective Date of the Agreement are stabilized during the Term or Renewal Term of the Agreement, unless a More Favorable SLA Term published in the Service Guide applies.

B. SLA Exclusions. Any SLA Exclusions are not stabilized and may change during the Term or Renewal Term of the Agreement.

C. More Favorable SLA Term. A More Favorable SLA Term is an SLA published in the Service Guide after the Effective Date of the Agreement that is more favorable to County.

D. SLA Claims Process: Customer should use the standard process for submitting SLA claims into the Web Portal (AT&T BusinessDirect[®] (<https://www.businessdirect.att.com>) or Business Center (www.businesscenter.att.com)) but should mark those claims as “Stabilized SLA” in the notes field.

Service Provider	Service Publication	Service Publication Location (URL)
AT&T Florida	AT&T Switched Ethernet Service Guide	http://cpr.att.com/pdf/commonEthServGuide.html

SLA-1 Class of Service (CoS) SLA

CoS SLA credits will be granted for AT&T Switched Ethernet Service if AT&T fails to meet service parameters (i.e., Latency, Packet Delivery Rate (PDR) and Jitter) defined for each CoS, subject to the following terms and conditions:

- The Customer must notify AT&T when the service parameters within any calendar month fail to meet the committed level.
- The Customer must request a service credit within 45 days after the end of the month when the failure occurred.
- Upon verification by AT&T that the actual service performance for that parameter failed to meet the committed level, Customer will be provided a service credit equal to 25 percent of the monthly recurring charge for all affected ports (for each of the SLAs other than Network Availability). Only one such credit, per port, shall be applied per calendar month.
- Latency may vary on ports with Real Time CIR of 10 Mbps or below and Real Time EVCs on such ports are excluded from calculations that determine whether the latency SLA is met.

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- Real Time EVCs between ports that are connected with an inter-Central Office facilities path extending more than 200 miles or those with EVC CIRs in excess of 1000 Mbps and/or using a PPCoS serving arrangement with a package exceeding 1000 Mbps Real Time are not subject to the Real Time Latency SLA and are excluded from calculations that determine whether the Latency SLA is met.
- EVCs connecting Basic or PPCoS Ports to Broadband Ports are not subject to Class of Service SLAs and are excluded from calculations that determine whether the SLAs are met.
- Latency, Jitter, and Packet Delivery Rate (PDR) SLA. Latency, Jitter and Packet Delivery Rate (PDR) are measured by averaging sample measurements taken during a calendar month between the NTE to which the Customer ports are attached (i.e., end to end), when the AT&T Switched Ethernet Service network is available for use by the underlying End User Customer. The SLA service parameters are based on a LATAwide average of the Customer’s one-way traffic traversing the NTE and the network. The SLA target for Latency and Jitter is to be not more than, and for PDR is to be not less than, the applicable amount set forth in the table below.

The following table displays the CoS SLA service parameters:

Class of Service	Service Measurement		
	Latency (one-way)	Jitter	Packet Delivery Rate (PDR)
Real Time	5 ms	3 ms	99.995%
Interactive	13 ms	10 ms	99.95%
Business Critical – High	20 ms	N/A	99.9%
Business Critical – Medium	30 ms	N/A	99.9%
Non-Critical High	50 ms	N/A	99.5%
Non-Critical Low (This CoS is only offered as part of the PPCoS Package)	N/A	N/A	N/A
Broadband Basic	N/A	N/A	N/A

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SLA-2 Network Availability SLA

The SLA service parameter for Network Availability is to be not less than 99.99% for all ports and Classes of Service, excluding Broadband Ports. Network Availability is calculated as the percentage of time during a month that the network is capable of accepting and delivering Customer data during the measurement period. Network Availability includes the Ethernet core network and the local loop, and the calculation excludes network outage time during maintenance windows. The calculation for Network Availability for a given month is as follows:

$$\text{Network Availability} = \frac{[(24 \text{ hours} \times \text{days in the month} \times 60 \text{ minutes} \times \text{number of Customer ports in the LATA}) - \text{network outage time}]}{(24 \text{ hours} \times \text{days in the month} \times 60 \text{ minutes} \times \text{number of Customer ports in the LATA})}$$

The Customer is responsible for (1) notifying AT&T within 45 days after the end of the month when the Network Availability within the calendar month falls below the committed level, and (2) requesting a service credit. Upon verification by AT&T that the actual service performance for Network Availability was less than the committed level, the Customer will be provided a service credit equal to 10 percent of the Monthly Recurring Charge (MRC) for all affected ports.

SLA-3 Credit Allowance for Service Interruptions

Service is considered to be interrupted when it becomes unusable because of a failure of a facility component used to furnish service under this Service Guide. The interruption must result in the complete loss of such service. An interruption period starts when an inoperative service is reported to AT&T and ends when the service is operative.

The credit allowance for an interruption or for a series of interruptions shall be calculated based on the applicable monthly rate for the port (or ports) which were interrupted, including the other rate elements associated with that port (CIR, repeater, etc.). No credit shall be applicable to other ports on the network that were uninterrupted, even if they were unable to connect to an interrupted port.

No credit shall be allowed for an interruption period of less than 30 minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute interruption.

SLA-4 SLA Exclusions

The SLA provisions, measurements, and eligibility for credit shall exclude conditions wherein service performance was adversely affected by any of the following conditions:

- 1) Any cause beyond AT&T's reasonable control (force majeure events) including, but not limited to, acts of war, civil disturbances, acts of civil or military authorities or public enemies, earthquakes, hurricanes, floods, fires, storms, tornadoes, explosions, lightning, power surges or failures, fiber cuts, strikes or labor disputes;

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- 2) Failures of any structures, facilities or equipment provided by the Customer or its contractors, equipment vendors, or by any carrier or service provider other than AT&T;
- 3) Interruptions caused by the negligence of the Customer or End User;
- 4) Interruptions of a service during any period in which AT&T is not afforded access to the premises where the service is terminated;
- 5) When AT&T and the Customer negotiate the release of the service for (1) maintenance purposes, (2) to make rearrangements or (3) to implement an order for a change in the service, a credit does not apply during the negotiated time of release;
- 6) Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis;
- 7) Data loss during AT&T's scheduled maintenance windows;
- 8) Data exceeding subscribed CIR; or
- 9) Failures of any structures, facilities or equipment on the Customer's side of the demarcation point.
- 10) Class of Service SLAs will not be available between ports connected by interLATA EVCs.

The total credit amount of any allowances for interruptions and SLA credits applicable in a given month shall not exceed 100 percent of the monthly recurring charge for the port and associated rate elements.

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AT&T MA Reference No.154495UA
Exhibit F-2

**Exhibit F-2 Service Level Agreement
for AT&T OC-n Dedicated Ring Service ("SONET Ring")**

Excerpt from AT&T Service Guide as of August 15, 2017, for SONET Ring as Exhibit F-2 to the Agreement.

Stabilization of SONET Ring SLA

A. Stabilization of SLAs. The SLA terms as defined herein as of the Effective Date of the Agreement are stabilized during the Term or Renewal Term of the Agreement, unless a More Favorable SLA Term published in the Service Guide applies.

B. More Favorable SLA Term. A More Favorable SLA Term is an SLA published in the Service Guide after the Effective Date of the Agreement that is more favorable to County.

Service Provider	Service Publication	Service Publication Location (URL)
AT&T Florida	AT&T Interstate Access Guidebook	http://cpr.att.com/pdf/is/0011-0007.pdf

SMARTRing uses the following specifications to measure the performance of the Ring and to determine eligibility for outage credits. The Customer must report a trouble or outage to be eligible for such outage credits.

The metrics which determines outage credits eligibility is as follows:

Measurement/Parameter	SMARTRing
Error Free Seconds	>99.5%
Severely Errored Seconds	<0.009%
Annual Service Availability	>99.99%
Service Continuity	Single event restoration < 2.5 seconds

The Performance Guarantee is not a Service Level Agreement as with Layer 2/3 services that address installation intervals, Mean Time to Repair or other service metrics.

SMARTRing uses the following measures for installation and repair:

- Installation interval: Goal is 90 calendar days; actual Ring due date negotiated between Customer & Network.
 - Installation **not** covered by Service Installation Guarantee
- Repair Equipment: Seven (7) hours
- Repair Fiber: Eight (8) hours.
 - The Network Repair Center/Network Operations Center (NRC/NOC) receives alarms on fiber and equipment and will research and dispatch as required
 - The NRC does not research riding circuit issues (DS1/DS3/OC-3) that ride the ring *until* customer calls and reports a trouble. Alarms on riding circuits are ignored and go into parking-lot until there is a ticket associated with them.

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Operational Performance Measurements example:

Telco Operational Performance - Measures of Success	Monthly Performance Goal	Current Month	Prior Month	6 Month Rolling Average	Average YTD
On Time Installation					
AT&T Ready % (excl customer delays)	94%	88%	100%	91%	85%
Average CT for Augments - hardware & fiber (days)	90	73	52	78	72
Network Availability					
Number Of SMARTRing Outages	0	0	0	0.3	2.0
Ring Availability	99.999%	100.000%	100.000%	99.999%	99.999%
Mean Time to Restore (in hours)					
Severity 1 Ticket - Mean Time to Restore (Equipment/Other)	7 hrs.	0.0	0	3.2	3.8
Severity 1 Ticket - Mean Time to Restore (Fiber)	8 hrs.	0.0	0.0	4.4	1.6

Infrastructure Management

During Prime Time, Provider shall ensure packet loss of less than one percent (1%) and less than fifty (50) milliseconds domestic Non-Critical High latency within Provider’s network. If and to the extent any hosted services are provided under this Agreement, Provider shall maintain sufficient bandwidth to the hosting sites and ensure the server processing time meets the minimum millisecond response times from the server. County and Provider recognize that end user response times are dependent on intermittent ISP network connectivity, and in the case of County’s users, dependent on County’s internal network health.

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**Exhibit F-3 Service Level Agreement
for AT&T Dedicated Internet ("ADI")
(formerly known as AT&T Managed Internet Service (MIS))**

Excerpt from AT&T Service Guide as of December 15, 2017, for Managed Internet as Exhibit F-3 to the Agreement.

Stabilization of Managed Internet SLA

- A. Stabilization of SLAs. The SLA terms as defined herein as of the Effective Date of the Agreement are stabilized during the Term or Renewal Term of the Agreement, unless a More Favorable SLA Term published in the Service Guide applies.
- B. More Favorable SLA Term. A More Favorable SLA Term is an SLA published in the Service Guide after the Effective Date of the Agreement that is more favorable to County.
- C. SLA Claims Process: Customer should use the standard process for submitting SLA claims as defined herein section SLA-1.1 and should mark those claims as "Stabilized SLA" in the credit request process.

Service Provider	Service Publication	Service Publication Location (URL)
AT&T Florida	Dedicated Internet Service Guide	http://serviceguidenew.att.com/

Service Description

AT&T Dedicated Internet (ADI) provides managed connectivity to the Internet through access facilities.

The ADI Service Guide consists of the following Parts:

- Service Description
- Service Level Agreements

SD-1. General

SD-1.1. Geographic Availability

ADI Service Components/Capabilities and Optional Features are available as indicated in the ADI Geographic Availability Matrix:

ADI Geographic Availability Matrix		
Service Component / Capability or Optional Feature	US Mainland	Notes
Ports	Yes	
Ethernet Access to ADI	Yes	<EA>
Packet Filtering	Yes	<PF>
DNS Administration / Additional DNS	Yes	
Dual Stack IP Version Option (IPv4/IPv6)	Yes	<DS>
IPv6 Version Option	Yes	<IPv6>

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ADI Geographic Availability Matrix		
Service Component / Capability or Optional Feature	US Mainland	Notes
Network Usage Reports	Yes	
ADI with Network Co-Location Service	Yes	
ADI in Carrier Hotel	Yes	<NTS>
Alternate Routing and Redundancy Options	Yes	
AT&T Security Services	Yes	
Diagnostic Modem Telephone Line	No	
Zero Mile Access	No	
Notes		
<DS>	In the United States, Dual Stack (IPv4/IPv6) is available for: switched Ethernet Access up to and including 1 GigE. Dual Stack (IPv4/IPv6) is available on dedicated Ethernet access at 10 GigE, Nx10GigE, 40GigE and 100GigE on customer-managed routers.	
<EA>	Ethernet Access is available for ADI Sites in the US Mainland.	
<IPv6>	In the United States, IPv6 is available for: switched Ethernet Access up to and including 1 GigE. IPv6 is available on dedicated Ethernet access at 10 GigE, Nx10GigE, 40GigE and 100GigE on customer-managed routers.	
<NTS>	The following port speeds are available at NTS locations: Gigabit Ethernet (Single Mode Fiber only), OC-3 (Single Mode Fiber only), OC-12 (Single Mode Fiber only), OC-48 (ICB and Single Mode Fiber only), 40GigE and 100GigE.	
<PF>	Packet Filtering is available with ADI with Managed Router only.	

SD-1.2. Withdrawal of Service or Service Component

AT&T may discontinue providing 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.

SD-1.3. ADI Access Arrangements

To use ADI, Customer must obtain access between each Customer Site and an AT&T POP, using one of the following supported ADI Access Arrangements:

Dedicated Access

Dedicated Access, including Ethernet Access, consists of a dedicated access facility between the Customer Site and a designated AT&T POP.

Ethernet Access

Switched Ethernet Access connects a Customer Site to a designated AT&T POP.

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Zero Mile Access

Zero Mile Access (ZMA) allows a Customer to connect Customer premises equipment located at an AT&T or third-party data center to an ADI Port if an AT&T POP is located at the same AT&T or third-party data center. The demarcation for ADI is the patch panel associated with the AT&T ADI Port at the AT&T POP. Customer is solely responsible for arranging (including contracting and payment for) all space, wiring, equipment, provisioning, and maintenance required to connect Customer premises equipment to the AT&T patch panel. In the event the AT&T POP, where the Customer premises equipment is connected, is closed, it is the Customer's responsibility to arrange to either re-locate its Customer premises equipment to a location where an AT&T POP exists, or obtain access from its Customer premises equipment to another AT&T POP.

SD-1.4. Installation Methods

There are two methods of installation of any ADI router: Customer Install and AT&T Install (limited to AT&T-Provided routers). The installation method for an ADI router at a particular Site will be selected by the Customer as part of its placement of an ADI order.

- Customer Install (also referred to as "Tele-Installation"): Customer is responsible for setting up its ADI router, whether Customer-provided or AT&T-Provided, without the assistance of an AT&T Field Technician at the customer site. Customer can contact an AT&T Engineer when Customer is ready to Test & Turn-up the router and ADI service. The AT&T Engineer can be contacted through the AT&T Order Status Manager link that will be provided via the Order Confirmation and Order Completion letters.
- AT&T Install (also referred to as "On-Site Installation"): An AT&T Field Technician will set up the AT&T-Provided ADI router at the Customer Site identified on the applicable ADI order. The AT&T Field Technician will complete the Test & Turn-up of the ADI router and the ADI service on the Service Activation Date.

SD-2. ADI Ordering

SD-2.1. Customer Orders

For ADI Sites located in the US, AT&T and Customer may conduct a technical interview to develop the details of Customer's order and determine the technical requirements for implementing Customer's ADI. Customer must provide a valid Domain Name to AT&T for use with ADI. Customer may use an existing Domain Name already registered with another ISP or, if AT&T is to provide DNS Administration, a Domain Name that Customer plans to register with the ICANN Accredited Registrar database in its company name and identifying AT&T DNS servers for purposes of DNS resolution. For ADI Sites located in the US, AT&T will provide a Customer Confirmation Document ("CCD") by email to Customer confirming the details of Customer's ADI order. AT&T will begin provisioning ADI for Sites located in the US after the CCD is issued to Customer.

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SD-2.1.1. ADI Implementation Planner

To help a Customer plan for the implementation of ADI, applicable implementation and Customer site preparation documents can be found at the ADI Implementation Planner website at <http://carecentral.att.com/MISExpress.Implementation>.

SD-2.2. Disconnect Orders

To disconnect an ADI Service Component, Customer must submit a disconnect order in writing using AT&T's online form, where available, or alternative procedures agreed upon by the Parties. Recurring charges continue to apply for a period of 30 days from the date AT&T receives a disconnect order or until the disconnect date, as specified in the disconnect order, whichever is later. The disconnect date is known as the Customer Requested Due Date (CRDD).

The Customer may delay the CRDD just once. The new CRDD can be no more than 14 calendar days later than the original CRDD. The Customer may initiate a delay by submitting a written request using AT&T's online form, where available, or AT&T's designated alternative procedures.

Customer may cancel a disconnect order, at any time prior to the disconnect date (CRDD), by submitting a written request using AT&T's online form, where available, or AT&T's designated alternative procedures.

SD-2.3. Expedite of a Due Date

Customer's request to advance the Due Date of an order at a non-US ADI Site will be accepted by AT&T when the request can be accommodated without delaying orders of other Customers. A Charge is applicable to each expedited access circuit.

SD-2.4. Orders Not Subject to Early Termination Fees

For the ADI Service Types listed below, the disconnection of an ADI Service Component shall not be considered termination of Service or Service Components by Customer if any of the stated order types apply:

- The order is an outside move at the same or upgraded ADI speed, for which the Monthly Recurring Charge (MRC) and Minimum Payment Period (MPP) shall not be less than those for the disconnected facility.
- The order is a change order or disconnect order with a related new order for ADI Service at the same speed with additional options or an upgraded speed with or without additional options, and the monthly recurring charge and Minimum Payment Period for the new ADI Service is not less than those for the disconnected facility.
- The order is an upgrade to new ADI Ethernet access Service and the Minimum Payment Period is not less than the remaining term for the disconnected facility.

For the above orders, applicable ADI Order Types are:

- MARO (ADI Access Redundancy Option)

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- AT&T Dedicated Internet with Ethernet Access
- Basic to Plus, e.g. upgrade from ADI Basic (Customer Managed/Provided CPE) to ADI Plus (AT&T Managed/Provided CPE).

SD-3. ADI Billing

SD-3.1. Cancellation of a Service Order in the United States

Customer may cancel an order for installation of Service at the Site prior to the Service Activation Date. Cancellation of Service after the Service Activation Date shall be considered termination of the Service Components at the Site.

SD-3.1.1. Charges for Customer Cancellation of Service Order Prior to Service Activation

Upon cancellation by Customer of an order to install Service at a Site, Customer shall pay only those fees permitted under Exhibit A (Technical Approach, Services Cancellation) or expressly stated in the applicable Pricing Schedule.

SD-3.1.2. Charges for AT&T Cancellation of Service Order Prior to Service Activation Due to Customer Actions or Omissions

AT&T may cancel an order for installation of Service at the Site if Customer's actions or omissions prevent AT&T from completing installation at a Site within sixty (60) calendar days of the Scheduled Service Activation Date.

Upon cancellation by AT&T of an order to install Service at a Site due to Customer's actions or omissions preventing AT&T from completing installation of an order to install Service at a Site, Customer shall pay only those fees permitted under Exhibit A (Technical Approach, Services Cancellation) or expressly stated in the applicable Pricing Schedule.

SD-3.2. ADI Billing Options

The following terms define the various methods of billing available depending upon the Services at issue. The actual method of billing for Service shall be stated in the applicable ADI Pricing Schedule.

SD-3.2.1. Flat Rate Billing

Customer contracts for a stated bandwidth and pays a fixed monthly fee.

SD-3.2.2. Monthly Sustained Usage

AT&T measures monthly sustained usage for billing purposes as follows:

AT&T polls the ADI Port every five minutes and collects two data points, octets (units of data), in and out.

The data points are tracked over the course of the monthly billing cycle.

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AT&T disregards the top 5% of the data points over a month, and bills Customer each month at the 95% level of usage.

SD-3.2.3. Hi Cap Flex Billing

ADI Hi Cap Flex Billing is available with Ethernet (excluding Nx10Gig) Access Channels for ADI Sites located in the US. Customer selects a minimum monthly bandwidth commitment for a fixed monthly charge, and pays an additional charge based on monthly sustained usage above that minimum commitment.

SD-4. Service Types

SD-4.1. ADI with Customer-Provided Router

Under ADI with Customer-Provided Router, Customer must (a) provide all CPE necessary to access ADI, (b) configure, install, manage, monitor, and maintain all such equipment, and (c) manage certain elements of its Internet access.

SD-4.2. ADI with Managed Router (aka AT&T Managed Router)

Under ADI with Managed Router, AT&T provides, configures, monitors, manages and maintains the CPE necessary to use ADI, which generally consists of a router and a diagnostic modem. Customer is required to maintain a dedicated POTS line that will be used only with the diagnostic modem for out-of-band testing. For sites in the United States, ADI with Managed Router is not available with the IPv6 IP Version Option.

SD-4.2.1. AT&T CPE Monitoring, Maintenance, and Management

AT&T has full management and operational control (including passwords) of the AT&T CPE. AT&T coordinates required software updates and configuration changes to AT&T CPE. AT&T technicians will work remotely with Customer to diagnose failures and determine if AT&T CPE should be replaced or repaired.

SD-4.2.2. ADI with Managed Router (Remote/Telephone Support Only)

Standard Support: For ADI Sites located in the US, AT&T provides Advanced Replacement Next Business Day equipment delivery, as needed, for malfunctioning AT&T CPE. This is in addition to remote/telephone support. Customer is responsible for installing the delivered replacement AT&T CPE with telephone assistance from AT&T, if required.

SD-4.2.3. ADI with Managed Router (On-Site Support)

Optional Support, Additional Cost: Alternatively, Customers may, if available at a specific location, choose to purchase a 4-hr. maintenance response. The service will include necessary replacement CPE (as determined by AT&T) as well as assistance from the AT&T technician who will arrive on Customer's site to facilitate the CPE replacement. AT&T reserves the right, at any

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AT&T MA Reference No.154495UA
Exhibit F-3

time and at its sole discretion, to substitute AT&T CPE (or any of its parts) with another functionally equivalent piece of hardware.

SD-4.2.4. Implementation support

For ADI Sites located in the US, ADI with Managed Router includes on-line access to the ADI Implementation Planner, which provides detailed information about the installation and use of ADI. AT&T will help Customer prepare for installation and use of ADI by providing Customer Site configuration information to Customer and by registering Customer's network numbers, domain names and routing information. AT&T will coordinate access line connection or ordering and installation and ADI testing.

SD-4.2.5. Packet Filtering

ADI with Managed Router for ADI Sites located in the US includes implementation and ongoing management of packet filtering tables in the AT&T CPE router based on a customized filtering plan jointly defined by AT&T and Customer. AT&T also makes requested changes to the filtering plan, provided that Customer may only request one change per week and such changes may only be requested and made during normal business hours.

SD-4.2.6. Return of AT&T CPE

Upon notice of termination of Service at a Site or when AT&T notifies Customer that the AT&T CPE is no longer needed for the provision of Service, Customer shall return to AT&T at Customer's expense the AT&T CPE located at a Customer Site within thirty (30) days of notice. Upon return, AT&T CPE must be in the same condition as originally installed, except for ordinary wear and tear. If upon return by Customer AT&T determines that the AT&T CPE is damaged (beyond ordinary wear and tear) or is missing components (including, for example, the out-of-band Modem), or if the Customer does not return the AT&T CPE, then Customer shall pay the applicable Non-Returned/Damaged CPE Charge set forth in the Non-Returned/Damaged CPE Charge Table.

SD-5. ADI Service Components/Capabilities

SD-5.1. ADI Port

An ADI Port provides the connection to the AT&T Network. The Port speed is the maximum rate for transmission of data through the Port.

SD-5.2. Domain Name System (DNS) Administration

AT&T will host Customer's IP addresses or domain names for up to 15 primary and/or secondary (the same domain counts as both primary and secondary) DNS zones (15 domain names per circuit or per each NxT1 circuit bundle). If Customer establishes its own primary DNS, AT&T will host secondary DNS only. Customer must pay to the registrar all domain registration fees related to registration and use of domain names. AT&T will not host domains that are not owned by Customer. Once Customer's DNS is established, Customer must self-administer its DNS for all

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existing zones using AT&T's web-based DNS Provisioning Tool, which permits Customer to view, add, delete or update its DNS records and add new domains. (Customer may not use the DNS Provisioning Tool to obtain IP block assignments.) AT&T also operates "resolving" or "caching" DNS servers that Customer may use for domain name look-ups by Customer's in-house systems (PCs, mail servers, etc.) connected to the Service. This domain name look-up service is only available if AT&T is providing primary DNS or primary and secondary DNS to Customer and if Customer does not have its own DNS server(s), and it may not be used by Customer's spam detection software for querying spam block lists. For a separate charge, AT&T may provide additional DNS Administration in blocks of up to 15 additional primary or secondary DNS zones.

Customers may not make more than 500 DNS queries per second.

AT&T will only provide DNS Administration, including domain name look-ups, directly to Customer and not to downstream providers (including Internet Service Providers, Internet Access Providers, Application Service Providers and resellers) or to any third parties given access to Service by Customer.

Customers running their own DNS Servers or relying on third parties to host their forward domain names must use their or the third party's DNS Servers for this purpose, and those Servers may not be configured to forward DNS queries to AT&T DNS Servers.

Customers running their own DNS Servers or relying on third Parties to run DNS Servers must ensure that the servers are configured to only answer queries from local, known and/or trusted sources ("Permitted Sources"). If AT&T determines that a Customer is operating what is commonly known as an Open DNS Resolver or open DNS Proxy which is one that answers queries from sources other than Permitted Sources, AT&T reserves the right to block at any time the affected traffic without any notice to the Customer. Customer will be required to reconfigure the DNS Servers to only answer queries from Permitted Sources.

SD-5.3. Additional DNS

Provides Customers with administration of up to 15 additional DNS zones. Customers may select primary DNS or secondary DNS. An additional monthly charge applies. Multiple orders of Additional DNS, for the corresponding monthly charge, are available.

SD-5.4. Network Usage Reports

Customer will have online access to traffic summary reports that track access line utilization as a percentage of the available bandwidth. Daily graphical reports display the inbound and outbound traffic profile in 15-minute increments (except for usage-based circuits, for which 5-minute increments are displayed) and peak and average traffic statistics of the day. Weekly and monthly graphical reports display the inbound and outbound traffic profile, and peak and average traffic statistics, for the selected reporting period.

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SD-5.5. Network Practices

AT&T engineers its dedicated Internet access services to provide a high-quality Internet experience for its customers and takes the security of its Customers and its network very seriously. AT&T does not favor certain Internet applications by blocking, throttling or modifying particular protocols, protocol ports, or protocol fields in ways not prescribed by the protocol standards. However, in response to a specific security threat against its network or its customers, AT&T may occasionally need to limit the flow of traffic from certain locations or take other appropriate actions. AT&T proactively monitors its network to guard against a wide range of security threats, including viruses, botnets, worms, SPAM, distributed denial of service attacks and other malicious or harmful activity. In the event AT&T detects a security threat, it will typically attempt to isolate that threat and prevent it from spreading across its network or to other networks. AT&T may use a variety of security measures to prevent the spread of a threat, which may include blocking malicious or unlawful traffic, redirecting the flow of traffic over some portions of our network, or taking other actions to address the threats. For example, AT&T blocks certain ports that transfer malicious or disruptive communications (such as Ports 25, 135, 139, 445 or 1900). AT&T attempts to limit those actions to the specific portions of its network or customer base impacted by the security threat and for only as long as necessary to mitigate the threat.

SD-5.6. Privacy Policy

AT&T maintains a comprehensive Privacy Policy that applies to all uses of AT&T's products and services, as well as the use of its website. This Privacy Policy identifies and describes the way AT&T uses and protects the information its collects about customers and users. AT&T's Privacy Policy is available at att.com/privacy.

SD-6. ADI Features

SD-6.1. Class of Service

The Class of Service (CoS) feature enables Customer to prioritize traffic among four classes: real-time, high-grade data, medium-grade data, and low-grade data. Each CoS has a specific amount of bandwidth allocation so that all classes can transmit data during congestion. However, if any class does not use its entire bandwidth allocation, packets of other classes can share the unused bandwidth. Customer may select from a number of "profiles" that have predetermined bandwidth allocations for each CoS.

The CoS feature is available in the US for use only at Sites with Local Channel access (Full DS- 1 or Full/Fractional DS-3). The CoS feature is required when BVoIP is used with ADI Services. Some restrictions apply with the ADI Access Redundancy Options.

SD-6.2. ADI with Network Co-Location Service (NCS)

ADI with NCS provides Customer with use of a pre-built rack within an AT&T-designated AT&T POP and a direct connection from a router in such rack to the AT&T Network. Customer is

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required to provide, install, manage, and maintain the router. ADI with NCS includes the ADI Port, use of a pre-installed 23" rack, the choice of either 6 DS-1s or 6 E1s, or 2 DS-3s, or 2 OC- Xs or 2 ETS cables to the AT&T-designated point of interface (including installation), dual 30 AMP power DC power feeds, secured building access, heating, ventilation, and air conditioning, and an interconnection to other AT&T IP or APS Service Components. Customer is responsible for providing cabling within the rack, an inverter (if required) to convert DC power to AC power, an uninterruptible power supply (if required) and a local POTS line (if ordering On Site Assistance, also referred to as Tier 1 Support). Customer must be on-site to receive its equipment at the AT&T POP.

SD-6.3. ADI in Carrier Hotels

Customer may connect to ADI Ports at AT&T access routers in certain co-location centers (Carrier Hotels) that are neither owned nor managed by AT&T. Customer must have a collocated router in the same co-location center. Customer is responsible for ordering the cross-connection in the co-location center from Customer's router to the AT&T access router, and paying all associated fees charged by the co-location center.

SD-6.4. Alternate Routing and Redundancy Options

SD-6.4.1. Alternate Backbone Node Option

The Alternate Backbone Node Option enables Customer to obtain access to an ADI Port at an AT&T IP Backbone Node other than the nearest AT&T IP Backbone Node.

SD-6.4.2. CPE Redundant Configuration Option

The CPE Redundant Configuration Option includes a fully configured and tested duplicate set of AT&T-provided CPE located at the Customer Site. The duplicate set of CPE is stored at the Customer Site for installation by Customer (with telephone support by AT&T) in the event of equipment failure. Not available with Ethernet Access.

SD-6.4.3. Backbone Node Redundancy

With Backbone Node Redundancy, AT&T connects a group of access circuits from the Customer Site to Ports through to two different AT&T access routers located at two physically diverse AT&T IP Backbone Nodes. Each circuit must use the same access method.

SD-6.4.4. Access Router Redundancy

With Access Router Redundancy, AT&T connects a group of access circuits from the Customer Site to Ports through two different AT&T access routers within the same AT&T IP Backbone Node. Each circuit must use the same access method.

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SD-6.4.5. Automatic Load Balancing (Link Redundancy)

With Automatic Load Balancing, AT&T connects a group of access circuits from the Customer Site to a Port through a single AT&T access router to balance the traffic across the circuits. The bandwidth and access method of each circuit must be the same.

SD-6.5. IP Version Option

Three IP Version options are available with ADI; IPv4, Dual Stack IPv4/IPv6 (“Dual Stack IP Version Option”), and IPv6.

SD-6.5.1. Internet Protocol version 4 (IPv4)

Internet Protocol version 4 (IPv4) is the current standard communication protocol in place for Internet communication. IPv4 has been the default IP version supported by ADI.

IPv4 uses 32-bit (four-byte) addresses, usually written in dot-decimal notation, which consists of the four octets of the address expressed in decimal and separated by periods. (Example: 192.168.255.255)

SD-6.5.2. Dual Stack (IPv4 – IPv6)

The Dual Stack option provides access to an ADI port that supports both IPv4 and IPv6. IPv6 is the next generation protocol designed to replace the current IP Version 4. Dual Stack nodes have the capability of sending and receiving both IPv4 and IPv6 packets. They can directly interoperate with IPv4 nodes using IPv4 packets, and also directly interoperate with IPv6 nodes using IPv6 packets.

SD-6.5.3. Internet Protocol version 6 (IPv6)

IPv6 is the next generation protocol designed to replace the current IP Version 4.

IPv6 uses 128-bit (sixteen-byte) addresses, made up of eight hexadecimal groups. Each hexadecimal group, separated by a colon (:), consists of a 16-bit hexadecimal value. (Example: F704:0000:0000:0000:3458:79A2:D08B:4320)

SD-7. AT&T Security Services

SD-7.1. General

AT&T Security Services are for use in conjunction with AT&T-approved Internet connections to Customer's network. AT&T Security Services do not monitor any other Internet connections that Customer may establish. Multiple Internet connections, unless protected by additional security measures, may decrease overall network security. Customer is responsible for its own security policy and security violation response procedures.

Customer will appoint qualified personnel to act as the Customer Security Liaison with AT&T security personnel with respect to AT&T Security Services.

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AT&T MA Reference No.154495UA
Exhibit F-3

Dual Stack and IPv6 IP Version Options are not available with the AT&T Security Services specified in this Section 7.

SD-7.2. AT&T Managed Intrusion Detection and Scanning Services

SD-7.2.1. AT&T Managed Intrusion Detection Service (requires ADI with Managed Router (aka AT&T Managed Router))

AT&T Managed Intrusion Detection Service (MIDS) is a managed intrusion detection service which is designed (a) to make more detectable unauthorized connections to Customer's host computers through AT&T Dedicated Internet, (b) to provide 24 hours/day monitoring of services to Customer, and (c) to assist Customer to shun unwanted intrusions via a Customer-described security and escalation policy.

MIDS is available on a stand-alone basis or in conjunction with Managed Firewall Service.

MIDS includes the following:

- Installation of MIDS components, depending on Customer architecture, which consists of the sensor(s), secure modem, code actuated switch (CAS), customer service unit / data service unit (CSU/DSU), and remote activated powerdown switch; MIDS hardware and software may be removed, replaced, or updated by AT&T as it deems appropriate.
- Monitoring of the MIDS system on a 7 day per week/24 hour per day basis for predefined attack signatures, and for multiple predetermined Customer defined attack signatures through the Security Network Operations Center.
- Response to network intrusion alarms by logging (recording), shunning (blocking), connection reset, or Customer notification depending on Customer's preset security escalation policy.
- Maintenance and update of MIDS system configuration in accordance with Customer-selected options; AT&T will make configuration changes as directed by the Customer Site security liaison.
- Standard 8X5 maintenance of all AT&T provided hardware and software at Customer's facility.

Customer will maintain a dedicated POTS line for use solely as a back-up access mechanism.

SD-7.2.2. AT&T Network Scanning Service

AT&T Network Scanning Service uses state-of-the-art software to inspect Internet-facing devices for over 900 vulnerabilities. The web-based, Customer-initiated scanning conducts a scan at predetermined monthly or quarterly intervals. The scan can be performed for the entire pool of Customer IP addresses, or a Customer-designated subset of such addresses. Identified vulnerabilities are presented in a report (available via a secure web site) containing detailed

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information on the vulnerabilities and how to fix them. Limited consultative sessions with an AT&T Security Professional are included.

SD-8. Service Activation Date in the United States

Billing for each ADI Service Component in the United States will begin on the Service Activation Date of that Service Component, unless Customer's actions or omissions cause a delay of the Service Activation Date beyond its scheduled Service Activation Date, in which case billing will begin on the day after the originally scheduled Service Activation Date for such ADI Service Component.

Customer is required to be ready (including having all necessary site preparation work completed) by the Service Activation Date.

If the Customer prevents AT&T from reaching the AT&T Ready Date, AT&T will bill the Customer at the stated Overall Due Date. The Overall Due Date will be communicated to the Customer via the Firm Due Date Confirmation Document email. If the Customer cancels the order, the Customer shall then be responsible for all cancellation charges and fees applicable to the order.

The AT&T Ready Date for a Service Component is the date on which the following criteria have been met:

For ADI with Customer Provided Router, the ADI Access Arrangement has been installed and tested to the Customer Site specified in the sales order form.

For ADI with Manager Router, the ADI Access Arrangement has been installed and tested to the Customer Site specified in the sales order form and the AT&T CPE is delivered on site.

The Service Activation Date for a Service Component is the date on which the following connectivity criteria have been met:

The ADI Access Arrangement has been installed and tested to the Customer Site specified in the sales order form, and AT&T has verified that IP connectivity to the Internet exists.

If Customer has its own domain, Customer's domain has been registered by Customer with ICANN Accredited Registrar and any AT&T-supplied DNS administration and additional DNS servers are operational for Customer's domain.

For ADI with Managed Router, the AT&T CPE* has been correctly configured and installed at the Customer Site specified in the sales order form.

For other ADI Service Components, AT&T has verified that the Service Component is working.

*In some Customer contracts with AT&T, "AT&T CPE" is replaced by the term "AT&T Equipment." For those contracts, reference to "AT&T CPE" in this Service Guide should be deemed to be a reference to "AT&T Equipment".

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Service Level Agreements

SLA-1. General ADI SLA Terms

SLA-1.1 Credit Request Process

AT&T has established performance objectives for ADI. While AT&T cannot guarantee that these performance objectives always will be met, AT&T will provide credits to Customer when they are not met.

SLAs relating to network performance apply only to traffic traveling within the AT&T Network.

In order to receive a credit for an ADI SLA for a Customer Site located within the United States, Customer must submit the credit request by e-mail to the AT&T SLA Administration Center at dispresolution@rdsml.ims.att.com by the end of the month following the month in which AT&T completed the provisioning or the trouble was cleared.

Customer may not receive credits for more than one of the Latency SLA, Data Delivery SLA and the Site Availability/Time to Restore SLA if AT&T's failure to meet the SLAs is attributable to the same occurrence at the affected ADI Port(s).

Customer may receive:

- only one credit for any calendar day for a particular ADI Port for the ADI Site Availability/Time to Restore SLA;
- only one credit in any calendar month for each of the Network Latency SLA, the Network Data Delivery SLA, and the Network Jitter SLA;
- credits for any Customer Site in a given month totaling no more than the total Covered ADI Monthly Charges for the Customer Site for that month.

SLA-1.2 Definitions

“Covered ADI Monthly Charges” means:

- the monthly charges for the affected Customer Port, and
- the monthly charges for Optional Features associated with the affected Customer Port.

“Regions” for purposes of the ADI SLAs means the countries listed in the ADI SLA Region and Country Table below.

ADI SLA Region and Country Table	
Region	Countries*
United States (US)	US Mainland
Notes	
*	Measurements of performance within or between Regions are taken from a selection of AT&T Network Backbone Nodes in the Region and do not necessarily cover all countries listed in a Region

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“Groups” for purposes of the ADI SLAs means the countries listed in the ADI SLA Group and Country Table below.

ADI SLA Group and Country Table	
Group	Countries
Group 1	United States

SLA-1.3 SLA Exclusions

AT&T is not responsible for failure to meet an SLA resulting from:

- the conduct of Customer or Users of ADI
- the failure or deficient performance of power, equipment, services or systems not provided by AT&T
- delay caused or requested by Customer
- service interruptions, deficiencies, degradations or delays due to access lines or CPE when provided by third parties (except as specifically provided in a particular SLA)
- for sites with ADI Managed Router, service interruptions, deficiencies, degradations or delays that cannot be diagnosed due to a missing or unavailable dedicated POTS line to the modem for out-of-band access
- service interruptions, deficiencies, degradations or delays during any period in which AT&T or its agents are not afforded access to the premises where access lines associated with ADI are terminated or AT&T CPE is located
- service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from service for maintenance, replacement, or rearrangement purposes or for the implementation of a Customer order
- Customer’s election to not release a Service Component for testing and/or repair and to continue using the Service Component
- Force Majeure Conditions
- service interruptions, deficiencies, degradations or delays during routine network maintenance. In the US, routine maintenance is scheduled between 12 am and 6 am - local time - Monday through Friday. Customers are provided notification of the maintenance event 2 weeks in advance.

In addition, ADI SLAs do not apply (a) if Customer is entitled to other available credits, compensation or remedies under Customer’s Service Agreement for the same service interruption, deficiency, degradation or delay, (b) for service interruptions, deficiencies, degradations or delays not reported by Customer to AT&T, (c) where Customer reports an SLA failure, but AT&T does not find any SLA failure, and (d) to ADI Sites that are not directly connected to the AT&T Network, such as ADI Sites connected in a cascaded fashion to a directly connected ADI Site.

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SLA-1.4 Use of Alternate Service

If Customer elects to use another means of communications during the period of interruption, Customer must pay the charges for the alternative service used.

SLA-2. ADI On-Time Provisioning SLA

The performance objective for the ADI On-Time Provisioning SLA for ADI Sites located within the US is for AT&T to complete installation of a Covered Access Arrangement at a Customer Site by the Due Date.

If AT&T does not meet this performance objective for a Covered Access Arrangement, Customer will be entitled to an ADI On-Time Provisioning SLA credit equal to one month's discounted monthly recurring charge for the ADI Service Component(s) that is not installed on time, after the installation is completed.

The ADI On-Time Provisioning SLA does not apply for ADI with Managed Router installations if the dedicated POTS line is not provided by the Customer,

The ADI On-Time Provisioning SLA does not apply to Service Components that are ordered on an expedited basis. AT&T provides the scheduled service activation date to Customer after a Service Component is ordered. The scheduled service activation date for a Service Component may change if Customer requests any change to a Service Component after ordering.

SLA-3. ADI Site Availability / Time to Restore SLA

The performance objective for the ADI Site Availability/Time to Restore SLA is for the ADI Site Availability to be 100%. If AT&T does not meet this performance objective in any given calendar month, Customer will be eligible for an ADI Site Availability/Time to Restore SLA credit for each Outage equal to the product of Customer's total discounted Covered ADI Monthly Charges for the affected ADI Ports by a percentage based on the duration of (Time to Restore) the Outage, as set forth in the ADI Site Availability/Time to Restore SLA Credit Table.

"Outage" means an occurrence within the AT&T Network and/or the AT&T-provided dedicated access (and in the case of ADI with Managed Router, the AT&T CPE) that is unrelated to the normal functioning of ADI and that results in the inability of Customer to transmit IP packets for more than one minute. Measurement of Time to Restore begins when a trouble ticket is opened by AT&T Customer Care and Customer releases the affected Service Component(s) to AT&T and ends when AT&T Customer Care makes its first attempt to notify Customer that the problem has been resolved and the Service Component(s) are restored and available for Customer to use. Time to Restore excludes Outage time that is outside of the standard operating hours of the local access provider used by AT&T for the affected ADI Port and any delay caused by Customer.

The ADI Site Availability/Time to Restore SLA does not apply for ADI with Managed Router installations if the dedicated POTS line is not provided by the Customer and if it is determined the outage is related to the Managed Router.

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ADI Site Availability/Time to Restore SLA Credit Table – Single Link / Single Router		
Time to Restore		Country Group
Equal to or Greater than:	to Less than:	Group 1 Single Link, Single Router
1 Minute	1 Hour	3.3%
1 Hour	2 Hours	3.3%
2 Hours	3 Hours	10.0%
3 Hours	4 Hours	10.0%
4 Hours	5 Hours	25.0%
5 Hours	6 Hours	25.0%
6 Hours	7 Hours	25.0%
7 Hours	8 Hours	25.0%
8 Hours	9 Hours	50.0%
9 Hours	10 Hours	50.0%
10 Hours	11 Hours	50.0%
11 Hours	12 Hours	50.0%
12 Hours	13 Hours	50.0%
13 Hours	14 Hours	50.0%
14 Hours	15 Hours	50.0%
15 Hours	16 Hours	50.0%
16 Hours	17 Hours	100.0%
17 Hours	18 Hours	100.0%
18 Hours	19 Hours	100.0%
19 Hours	20 Hours	100.0%
20 Hours	21Hours	100.0%
21Hours	22 Hours	100.0%
22 Hours	23 Hours	100.0%
23 Hours	24 Hours	100.0%
24 Hours	36 Hours	100.0%
36 Hours	Over 36 Hours	100.0%

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ADI Site Availability/Time to Restore SLA Credit Table – Dual Link / Single Router		
Time to Restore		Country Group
Equal to or Greater than:	to Less than:	Group 1 Dual Link Single Router
1 Minute	1 Hour	3.3%
1 Hour	2 Hours	25.0%
2 Hours	3 Hours	25.0%
3 Hours	4 Hours	50.0%
4 Hours	5 Hours	50.0%
5 Hours	6 Hours	50.0%
6 Hours	7 Hours	50.0%
7 Hours	8 Hours	50.0%
8 Hours	9 Hours	100.0%
9 Hours	10 Hours	100.0%
10 Hours	11 Hours	100.0%
11 Hours	12 Hours	100.0%
12 Hours	13 Hours	100.0%
13 Hours	14 Hours	100.0%
14 Hours	15 Hours	100.0%
15 Hours	16 Hours	100.0%
16 Hours	17 Hours	100.0%
17 Hours	18 Hours	100.0%
18 Hours	19 Hours	100.0%
19 Hours	20 Hours	100.0%
20 Hours	21Hours	100.0%
21Hours	22 Hours	100.0%
22 Hours	23 Hours	100.0%
23 Hours	24 Hours	100.0%
24 Hours	36 Hours	100.0%
36 Hours	Over 36 Hours	100.0%

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ADI Site Availability/Time to Restore SLA Credit Table – Dual Link / Dual Router		
Time to Restore		Country Group
Equal to or Greater than:	to Less than:	Group 1 Dual Link Dual Router
1 Minute	1 Hour	3.3%
1 Hour	2 Hours	50.0%
2 Hours	3 Hours	50.0%
3 Hours	4 Hours	50.0%
4 Hours	5 Hours	50.0%
5 Hours	6 Hours	50.0%
6 Hours	7 Hours	50.0%
7 Hours	8 Hours	50.0%
8 Hours	9 Hours	100.0%
9 Hours	10 Hours	100.0%
10 Hours	11 Hours	100.0%
11 Hours	12 Hours	100.0%
12 Hours	13 Hours	100.0%
13 Hours	14 Hours	100.0%
14 Hours	15 Hours	100.0%
15 Hours	16 Hours	100.0%
16 Hours	17 Hours	100.0%
17 Hours	18 Hours	100.0%
18 Hours	19 Hours	100.0%
19 Hours	20 Hours	100.0%
20 Hours	21Hours	100.0%
21Hours	22 Hours	100.0%
22 Hours	23 Hours	100.0%
23 Hours	24 Hours	100.0%
24 Hours	36 Hours	100.0%
36 Hours	Over 36 Hours	100.0%

SLA-4. ADI Latency SLA

The performance objectives for the ADI Latency SLA are for the ADI Latencies within and between Regions to be no greater than the latencies set forth in the ADI Latency Performance Objectives Table.

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If AT&T does not meet a performance objective in a given calendar month, Customer will be eligible for a ADI Latency SLA credit equal to 1/30th of Customer's total discounted ADI Monthly Charges for all ADI Ports in the affected Region(s) for that month.

"ADI Latency" is a monthly measure of the AT&T network-wide delay within the Region or between Regions, which is the average interval of time it takes during the applicable calendar month for test packets of data to travel between all selected pairs of AT&T Network Backbone Nodes in the Region(s). Specifically, the time it takes test packets to travel from one AT&T Network Backbone Node in a pair to another and back is measured for all selected pairs of AT&T Network Backbone Nodes in the Region(s) over the month. Latency for the month is the average of all of these measurements.

"AT&T Network Backbone Nodes" are the core routing nodes in the AT&T Network.

ADI Latency Performance Objectives Table	
Within Region	Performance Objective
United States (US)	37 ms

SLA-5. ADI Data Delivery SLA

The performance objectives for the ADI Data Delivery SLA are for the ADI Data Delivery percentages within and between Regions to be no less than those set forth in the ADI Data Delivery Performance Objectives Table. If AT&T does not meet this performance objective in a given calendar month, Customer will be eligible for a ADI Data Delivery SLA credit equal to 1/30th of Customer's total discounted Covered ADI Monthly Charges for all ADI Ports in the affected Region(s) for that month.

The "ADI Data Delivery Percentage" for a Region or between Regions is the average Data Delivery percentage for that month for all selected pairs of AT&T IP Backbone Nodes in the Region(s) calculated by dividing Data Received by Data Delivered and multiplying by 100.

"Data Delivered" is the number of test packets of data delivered in a month by AT&T to an ingress router at an AT&T Network Backbone Node for delivery to an egress router at the other specific AT&T Network Backbone Node in the selected pair. "Data Received" is the number of such test packets of data that are actually received by the egress router at the other AT&T Network Backbone Node.

ADI Data Delivery Performance Objectives Table	
Within Region	Performance Objective
United States (US)	99.95%

SLA-6. ADI Jitter SLA

The performance objective for the ADI Jitter SLA is for ADI Jitter in a given month to be no more than the jitter set forth in the ADI Jitter Performance Objectives Table.

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If AT&T does not meet this performance objective, Customer will be eligible for a ADI Jitter SLA credit equal to 1/30th of Customer's total discounted Covered ADI Monthly Charges for all ADI Ports in the affected Region(s) for that month.

“ADI Jitter” is a monthly measure of the AT&T Network-wide IP packet delay variation within or between the applicable Region(s), which is the average difference in the interval of time it takes during the applicable calendar month for selected pairs of test packets of data in data streams to travel between selected pairs of AT&T Network Backbone Nodes in the Region(s). Specifically, the difference in time it takes a selected pair of test packets in a data stream to travel from one AT&T Network Backbone Node in a pair to another is measured for all selected pairs of AT&T Network Backbone Nodes in the Region(s) over the month. One of the test packets in the selected pair will always be a packet in the data stream that takes the least time to travel from one AT&T Network Backbone Node in the pair to another. ADI Jitter within or between Regions for the month is the average of all of these measurements in the Region(s).

ADI Jitter Performance Objectives Table	
Within Region	Performance Objective
United States (US)	1.0 ms

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**AT&T SWITCHED ETHERNET SERVICESM (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

154495UA
AT&T MA Reference No. 154495UA
AT&T Contract ID No. ASE608D2G

Customer	AT&T
Broward County Street Address: 1 N. University Drive, Suite 4003A City: Plantation State/Province: FL Zip Code: 33324 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Walter Ocampo Title: Information Systems Manager Street Address: 1 N. University Drive, Suite 4003A City: Plantation State/Province: FL Zip Code: 33324 Country: USA Telephone: 954-357-8041 Email: wocampo@broward.org	Name: Dwayne Stafford Street Address: 600 NW 79 th Avenue City: Miami State/Province: FL Zip Code: 33126 Country: USA Telephone: 786-479-4113 Email: DS7696@att.com Sales/Branch Manager: Esperanza Diaz-Bello SCVP Name: Erik Lindborg Sales Strata: SLED Sales Region: SE <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: USA Telephone: Fax: Email: Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Service.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on Customer's bill for intrastate Services. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).



**AT&T SWITCHED ETHERNET SERVICESM (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

IN WITNESS WHEREOF, the Parties hereto have caused this Pricing Schedule to be executed by their duly authorized representatives on the dates set forth below.

This Agreement shall be signed by AT&T first followed by County's signature after which such fully signed Agreement is returned to AT&T not more than ninety (90) days after AT&T's signature date. Any change made to this document made by County after AT&T signs, without authorization of AT&T, renders the Agreement null and void, except for changes expressly authorized by the terms of this Agreement and except for mutually agreed upon contract amendments.

Broward County (by its authorized representative)	
By:	
Name:	
Title:	
Date:	
Approved as to form and legal sufficiency	
By:	Reviewed and approved as to form:
Name:	Andrew J. Meyers, County Attorney
Title:	
Date:	By: <i>RDH</i> 2/2/18
René D. Harrod, Deputy County Attorney	

AT&T (by its authorized representative)	
By:	<i>Debra Ann Szabo</i>
Name:	<i>Debra Ann Szabo</i>
Title:	<i>sr. Solution Architect</i>
Date:	<i>2/16/2018</i> kg898b
AT&T WITNESSES: Approved as to form Witness my hand and official seal hereto affixed	
By:	<i>Karen Kotula</i>
Name:	<i>KAREN KOTULA</i>
Title:	<i>Notary Public / Legal</i>
Date:	<i>2/16/2018</i>
State of:	<i>New Jersey</i> County of: <i>Somerset</i>
(SEAL)	

APPROVED
Counall 02/23/18
Colleen Counall Risk Analyst
RISK INSURANCE AND CONTRACTS SECTION
RISK MANAGEMENT DIVISION

KAREN KOTULA
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPTEMBER 20, 2018



For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):
-----------------------------	--

WK# - TCAL and ILEC - Intrastate -TBD Please sign by April 20, 2018	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T SWITCHED ETHERNET SERVICESSM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms**

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service	AT&T Switched Ethernet Service SM	
Service Provider(s)	Service Publication (incorporated by reference)	Service Publication Location (URL)
AT&T Florida	AT&T Switched Ethernet Service Guide	As defined in Master Agreement!

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	60 months
Start Date of Minimum Payment Period, per Service Component	later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
CIR/CoS	50% plus any unpaid or waived non-recurring charges	Until the end of the Minimum Payment Period for the associated Customer Port Connection
All other Service Components	50% plus any unpaid or waived non-recurring charges	12 months

* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period.

4. ADDS; MOVES; and UPGRADES

4.1 Adds

Orders for Service Components (other than CIR/CoS) in excess of quantities listed in Section A-1 of Attachment A ("Adds") are not permitted.

4.2 Moves

Per applicable Service Publication

WK# - TCAL and ILEC - Intrastate - TBD Please sign by April 20, 2018	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
---	--

**AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms**

4.3 Upgrades

4.3.1 Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

4.3.2 Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A
Committed Information Rate (CIR) or Class of Service (CoS) not specified in Attachment A	65% discount off of the Service Publication monthly recurring rates then in effect for the increased CIR/CoS for the EPP term equal to the Minimum Payment Period of the associated Customer Port Connection, or if no such EPP term exists then the next shorter EPP term
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)	

5. WAIVERS

Waived Charges
Non-recurring Charge waivers, if any, will apply as identified in Attachment A.

6. RATES AND CHARGES; QUANTITIES; INITIAL SITE AND SERVICE CONFIGURATION

See Attachment(s) A. This Pricing Schedule is Customer's order for any new Services shown on Attachment(s) A.

7. SPECIAL TERMS AND CONDITIONS

Customer may Add or Upgrade sites by contract amendment or by customer work order (via letter, Purchase Order or email from a customer-authorized person) that references this contract, subject to the terms, rates and charges provided herein, and are subject to service availability and AT&T order acceptance.

WK# - TCAL and ILEC - Intrastate - TBD Please sign by April 20, 2018	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

ATTACHMENT A – FLORIDA
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
Broward County

A-1 Rates and Charges; Initial Quantities

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
Customer Port Connection - 10 Gig / Basic / OEMXG	2	0	\$675.00	\$1,350.00	\$15,750.00	\$0.00	\$0.00
Customer Port Connection - 1 Gig / Basic / OEM1G	3	0	\$150.00	\$450.00	\$2,100.00	\$0.00	\$0.00
Customer Port Connection - 100 Mbps / Basic / OEM1M	35	0	\$150.00	\$5,250.00	\$1,925.00	\$0.00	\$0.00
10000Mb CIR / Business Critical Medium - Basic Only / OEMTT	2	0	\$1,383.00	\$2,766.00	\$150.00	\$0.00	\$0.00
1000Mb CIR / Business Critical Medium - Basic Only / OEM1T	3	0	\$466.00	\$1,398.00	\$150.00	\$0.00	\$0.00
100Mb CIR / Business Critical Medium - Basic Only / OEM1H	18	0	\$212.00	\$3,816.00	\$150.00	\$0.00	\$0.00
10Mb CIR / Business Critical Medium - Basic Only / OEM1O	17	0	\$134.00	\$2,278.00	\$150.00	\$0.00	\$0.00
TOTAL billed MRR and NRC for Service Components and Quantities listed above:				\$17,308.00			\$0.00

*If the standard NRC exceeds the billed NRC, the difference has been waived.
 Charges for special construction, if needed, may also apply.

If any CIR or CoS is decreased before the end of the Minimum Payment Period, early termination charges will not apply; the MRR for the new CIR or CoS will be the then-current Service Publication rate for the EPP term equal to the Minimum Payment Period or if no such EPP term exists then the next shorter EPP term.

WK# - TCAL and ILEC - Intrastate -TBD Please sign by April 20, 2018	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms**

A-2 Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within six (6) months after the Effective Date, excluding AT&T delay	50% of MRR (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

A-3 Initial New and Existing Sites and Service Configuration

Table 1 - Complete a line for each Customer Port Connection.

Port ID #	Street Address	City	State	New or Existing Service	Service Provider
1	101 NW 1st Av	Fort Lauderdale	FL	New	ATT Florida
2	1100 S Fig Tree Ln	Plantation	FL	New	ATT Florida
3	1201 W Airport Rd	Pembroke Pines	FL	New	ATT Florida
4	1600 W Hillsboro Blvd	Deerfield Beach	FL	New	ATT Florida
5	16001 State Road 84	Sunrise	FL	New	ATT Florida
6	1800 NW 66th Av	Plantation	FL	New	ATT Florida
7	1850 Eller Dr	Hollywood	FL	New	ATT Florida
8	201 NW 84th Av	Plantation	FL	New	ATT Florida
9	201 NW 84th Av	Plantation	FL	New	ATT Florida
10	2011 NW 3rd Av	Pompano Beach	FL	New	ATT Florida
11	2326 Thomas St	Hollywood	FL	New	ATT Florida
12	2632 Hollywood Blvd	Hollywood	FL	New	ATT Florida
13	2701 State Road 84	Dania	FL	New	ATT Florida
14	301 SW 13th Av	Fort Lauderdale	FL	New	ATT Florida
15	304 Dr Martin Luther King Jr Blvd	Pompano Beach	FL	New	ATT Florida
16	3100 NW 19th Ter	Pompano Beach	FL	New	ATT Florida
17	3201 W Copans Rd	Pompano Beach	FL	New	ATT Florida
18	3245 College Av	Davie	FL	New	ATT Florida
19	3275 NW 99th Way	Coral Springs	FL	New	ATT Florida
20	3300 SW 11th Av	Fort Lauderdale	FL	New	ATT Florida
21	3550 Hollywood Blvd	Hollywood	FL	New	ATT Florida
22	3600 S University Dr	Davie	FL	New	ATT Florida
23	3601 N Ocean Dr	Hollywood	FL	New	ATT Florida
24	3601 W Sample Rd	Coconut Creek	FL	New	ATT Florida

WK# - TCAL and ILEC - Intrastate - TBD Please sign by April 20, 2018	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Street Address	City	State	New or Existing Service	Service Provider
25	3900 Nob Hill Rd	Davie	FL	New	ATT Florida
26	401 S Powerline Rd	Deerfield Beach	FL	New	ATT Florida
27	4105 Pembroke Rd	Hollywood	FL	New	ATT Florida
28	4221 NW 12th St	Fort Lauderdale	FL	New	ATT Florida
29	4733 SW 18th St	West Park	FL	New	ATT Florida
30	5000 Nob Hill Rd	Sunrise	FL	New	ATT Florida
31	5301 NW 33rd Av	Fort Lauderdale	FL	New	ATT Florida
32	5301 NW 33rd Av	Fort Lauderdale	FL	New	ATT Florida
33	5301 SW 31st Av	Dania	FL	New	ATT Florida
34	6009 NW 10th St	Margate	FL	New	ATT Florida
35	6411 Taft St	Hollywood	FL	New	ATT Florida
36	6700 Miramar Pkwy	Miramar	FL	New	ATT Florida
37	7101 SW 205th Av	Fort Lauderdale	FL	New	ATT Florida
38	7209 N Pine Island Rd	Tamarac	FL	New	ATT Florida
39	900 N Flamingo Rd	Pembroke Pines	FL	New	ATT Florida
40	9501 Sheridan St	Cooper City	FL	New	ATT Florida

Table 2 – Service Components associated with Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
1	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
2	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
3	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A
4	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A
5	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A
6	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A
7	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A
8	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
9	10 Gbps Basic	10000 Mbps	Bus. Critical - Med.	N/A
10	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
11	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
12	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
13	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A

<p>WK# - TCAL and ILEC - Intrastate -TBD</p> <p>Please sign by April 20, 2018</p>	<p>For AT&T Administrative Use Only</p> <p>Pricing Schedule No. _____</p> <p>Original Effective Date: _____</p>
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AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
14	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
15	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
16	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
17	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
18	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A
19	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A
20	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
21	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A
22	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A
23	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A
24	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A
25	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A
26	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A
27	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
28	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
29	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
30	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
31	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
32	10 Gbps Basic	10000 Mbps	Bus. Critical - Med.	N/A
33	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A
34	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A
35	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
36	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
37	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
38	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
39	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A
40	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A

WK# - TCAL and ILEC - Intrastate -TBD Please sign by April 20, 2018	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Table 3 – Features associated with Customer Port Connections identified above.

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Failover	Enhanced Multicast
1	N/A	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A	N/A
4	N/A	N/A	N/A	N/A	N/A
5	N/A	N/A	N/A	N/A	N/A
6	N/A	N/A	N/A	N/A	N/A
7	N/A	N/A	N/A	N/A	N/A
8	N/A	N/A	N/A	N/A	N/A
9	N/A	N/A	N/A	N/A	N/A
10	N/A	N/A	N/A	N/A	N/A
11	N/A	N/A	N/A	N/A	N/A
12	N/A	N/A	N/A	N/A	N/A
13	N/A	N/A	N/A	N/A	N/A
14	N/A	N/A	N/A	N/A	N/A
15	N/A	N/A	N/A	N/A	N/A
16	N/A	N/A	N/A	N/A	N/A
17	N/A	N/A	N/A	N/A	N/A
18	N/A	N/A	N/A	N/A	N/A
19	N/A	N/A	N/A	N/A	N/A
20	N/A	N/A	N/A	N/A	N/A
21	N/A	N/A	N/A	N/A	N/A
22	N/A	N/A	N/A	N/A	N/A
23	N/A	N/A	N/A	N/A	N/A
24	N/A	N/A	N/A	N/A	N/A
25	N/A	N/A	N/A	N/A	N/A
26	N/A	N/A	N/A	N/A	N/A
27	N/A	N/A	N/A	N/A	N/A
28	N/A	N/A	N/A	N/A	N/A
29	N/A	N/A	N/A	N/A	N/A
30	N/A	N/A	N/A	N/A	N/A
31	N/A	N/A	N/A	N/A	N/A

WK# - TCAL and ILEC - Intrastate - TBD Please sign by April 20, 2018	<p style="text-align: right;"><u>For AT&T Administrative Use Only</u></p> Pricing Schedule No. _____ Original Effective Date: _____
---	--

AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Failover	Enhanced Multicast
32	N/A	N/A	N/A	N/A	N/A
33	N/A	N/A	N/A	N/A	N/A
34	N/A	N/A	N/A	N/A	N/A
35	N/A	N/A	N/A	N/A	N/A
36	N/A	N/A	N/A	N/A	N/A
37	N/A	N/A	N/A	N/A	N/A
38	N/A	N/A	N/A	N/A	N/A
39	N/A	N/A	N/A	N/A	N/A
40	N/A	N/A	N/A	N/A	N/A

End of Document

20180215-3810



**AT&T SWITCHED ETHERNET SERVICESM (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

154495UA
AT&T MA Reference No. 154495UA
AT&T Contract ID No. ASENE21J4

Customer	AT&T
Broward County Street Address: 1 N. University Drive, Suite 4003A City: Plantation State/Province: FL Zip Code: 33324 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Walter Ocampo Title: Information Systems Manager Street Address: 1 N. University Drive, Suite 4003A City: Plantation State/Province: FL Zip Code: 33324 Country: USA Telephone: 954-357-8041 Email: wocampo@broward.org	Name: Dwayne Stafford Street Address: 600 NW 79 th Avenue City: Miami State/Province: FL Zip Code: 33126 Country: USA Telephone: 786-479-4113 Email: DS7696@att.com Sales/Branch Manager: Esperanza Diaz-Bello SCVP Name: Erik Lindborg Sales Strata: SLED Sales Region: SE <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Country: USA Telephone: _____ Fax: _____ Email: _____ Agent Code _____	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Service.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on Customer's bill for intrastate Services. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

This Agreement shall be signed by AT&T first followed by County's signature after which such fully signed Agreement is returned to AT&T not more than ninety (90) days after AT&T's signature date. Any change made to this document made by County after AT&T signs, without authorization of AT&T, renders the Agreement null and void, except for changes expressly authorized by the terms of this Agreement and except for mutually agreed upon contract amendments.



**AT&T SWITCHED ETHERNET SERVICESM (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

IN WITNESS WHEREOF, the Parties hereto have caused this Pricing Schedule to be executed by their duly authorized representatives on the dates set forth below.

This Agreement shall be signed by AT&T first followed by County's signature after which such fully signed Agreement is returned to AT&T not more than ninety (90) days after AT&T's signature date. Any change made to this document made by County after AT&T signs, without authorization of AT&T, renders the Agreement null and void, except for changes expressly authorized by the terms of this Agreement and except for mutually agreed upon contract amendments.

Broward County (by its authorized representative)
By:
Name:
Title:
Date:
Approved as to form and legal sufficiency
By: Reviewed and approved as to form:
Name: Andrew J. Meyers, County Attorney
Title:
Date: 2/22/18

René D. Harrod, Deputy County Attorney

APPROVED

Counall *02/23/18*

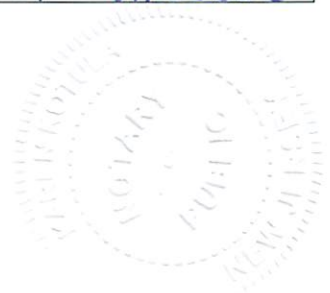
Colleen Counall Risk Analyst

**RISK INSURANCE AND CONTRACTS SECTION
RISK MANAGEMENT DIVISION**

AT&T (by its authorized representative)
By: <i>Debra Ann Stabo</i>
Name: <i>Debra Ann Stabo</i>
Title: <i>Sr. Solution Architect</i>
Date: <i>2/14/2018</i> kg898b
AT&T WITNESSES: Approved as to form Witness my hand and official seal hereto affixed
By: <i>Karen Kotula</i>
Name: <i>KAREN KOTULA</i>
Title: <i>Notary Public / Legal Consultant</i>
Date: <i>2/16/2018</i>
State of: <i>New Jersey</i> County of: <i>Somerset</i>

(SEAL)

**KAREN KOTULA
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPTEMBER 20, 2018**



For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):
-----------------------------	--

WK# - TCAL and ILEC - Intrastate -TBD Please sign by July 19, 2018	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
---	---

AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service	AT&T Switched Ethernet Service SM
----------------	--

Service Provider(s)	Service Publication (incorporated by reference)	Service Publication Location (URL)
AT&T Florida	AT&T Switched Ethernet Service Guide	As defined in Master Agreement

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	60 months
Start Date of Minimum Payment Period, per Service Component	later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
CIR/CoS	50% plus any unpaid or waived non-recurring charges	Until the end of the Minimum Payment Period for the associated Customer Port Connection
All other Service Components	50% plus any unpaid or waived non-recurring charges	60 months

* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period.

4. ADDS; MOVES; and UPGRADES

4.1 Adds

Orders for Service Components (other than CIR/CoS) in excess of quantities listed in Section A-1 of Attachment A ("Adds") are not permitted.

4.2 Moves

Per applicable Service Publication

WK# - TCAL and ILEC - Intrastate -TBD Please sign by July 19, 2018	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
---	---

**AT&T SWITCHED ETHERNET SERVICESSM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms**

4.3 Upgrades

4.3.1 Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

4.3.2 Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A
Committed Information Rate (CIR) or Class of Service (CoS) not specified in Attachment A	76 % discount off of the Service Publication monthly recurring rates then in effect for the increased CIR/CoS for the EPP term equal to the Minimum Payment Period of the associated Customer Port Connection, or if no such EPP term exists then the next shorter EPP term
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)	

5. WAIVERS

Waived Charges
Non-recurring Charge waivers, if any, will apply as identified in Attachment A.

6. RATES AND CHARGES; QUANTITIES; INITIAL SITE AND SERVICE CONFIGURATION

See Attachment(s) A. This Pricing Schedule is Customer's order for any new Services shown on Attachment(s) A.

7. SPECIAL TERMS AND CONDITIONS

7.1 Customer may Add or Upgrade sites by contract amendment or by customer work order (via letter, Purchase Order or email from a customer-authorized person) that references this contract, subject to the terms, rates and charges provided herein, and are subject to service availability and AT&T order acceptance.

WK# - TCAL and ILEC - Intrastate -TBD Please sign by July 19, 2018	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
---	---

AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

ATTACHMENT A – FLORIDA
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
Broward County

A-1 Rates and Charges; Initial Quantities

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
Customer Port Connection - 1 Gig / Basic / OEM1G	8	0	\$135.00	\$1,080.00	\$2,100.00	\$0.00	\$0.00
100Mb CIR / Business Critical Medium - Basic Only / OEM1T	8	0	\$481.00	\$3,848.00	\$150.00	\$0.00	\$0.00
Diverse Access / n/a / OEMDA /	8	0	\$60.00	\$480.00	\$600.00	\$0.00	\$0.00
TOTAL billed MRR and NRC for Service Components and Quantities listed above:				\$5,408.00			\$0.00

*If the standard NRC exceeds the billed NRC, the difference has been waived.
 Charges for special construction, if needed, may also apply.

If any CIR or CoS is decreased before the end of the Minimum Payment Period, early termination charges will not apply; the MRR for the new CIR or CoS will be the then-current Service Publication rate for the EPP term equal to the Minimum Payment Period or if no such EPP term exists then the next shorter EPP term.

A-2 Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within six (6) months after the Effective Date, excluding AT&T delay	50% of MRR (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

WK# - TCAL and ILEC - Intrastate -TBD Please sign by July 19, 2018	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

A-3 Initial New and Existing Sites and Service Configuration

Table 1 - Complete a line for each Customer Port Connection.

Port ID #	Street Address	City	State	New or Existing Service	Service Provider
1	201 Nw 84th Ave	Plantation	FL	New	ATT Florida
2	115 S Andrews Ave	Fort Lauderdale	FL	New	ATT Florida
3	3201 W Copans Rd	Pompano Beach	FL	New	ATT Florida
4	5301 Nw 33rd Ave	Fort Lauderdale	FL	New	ATT Florida
5	201 Nw 84th Ave	Plantation	FL	New	ATT Florida
6	115 S Andrews Ave	Fort Lauderdale	FL	New	ATT Florida
7	3201 W Copans Rd	Pompano Beach	FL	New	ATT Florida
8	5301 Nw 33rd Ave	Fort Lauderdale	FL	New	ATT Florida

Table 2 – Service Components associated with Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
1	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
2	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
3	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
4	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
5	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
6	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
7	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
8	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A

Table 3 – Features associated with Customer Port Connections identified above.

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Failover	Enhanced Multicast
1	N/A	N/A	Yes	N/A	N/A
2	N/A	N/A	Yes	N/A	N/A
3	N/A	N/A	Yes	N/A	N/A
4	N/A	N/A	Yes	N/A	N/A
5	N/A	N/A	Yes	N/A	N/A
6	N/A	N/A	Yes	N/A	N/A
7	N/A	N/A	Yes	N/A	N/A
8	N/A	N/A	Yes	N/A	N/A

End of Document

AT&T MA Reference No. 154495UA
AT&T PS Contract ID MIS3543561



AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

Customer	AT&T
BROWARD COUNTY Street Address: 1 NORTH UNIVERSITY DR City: PLANTATION State/Province: FL Zip Code: 33324 Country: United States	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Walter Ocampo Title: Street Address: 1 N university Drive, Suite 4003A City: Plantation State/Province: FL Zip Code: 33324 Country: United States Telephone: 954-357-8041 Email: wocampo@broward.org	Name: DWAYNE STAFFORD Street Address: 600 NW 79th Ave City: Miami State/Province: FL Zip Code: 33126 Country: United States Telephone: 305-913-3887 Email: ds7696@us.att.com Sales/Branch Manager: ERIK LINDBORG SCVP Name: ERIK LINDBORG Sales Strata: BCS GEM Sales Region: SE <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

AT&T MA Reference No. 154495UA
 AT&T PS Contract ID MIS3543561

**AT&T MANAGED INTERNET SERVICE
 PRICING SCHEDULE**

This Agreement shall be signed by AT&T first followed by County's signature after which such fully signed Agreement is returned to AT&T not more than ninety (90) days after AT&T's signature date. Any change made to this document made by County after AT&T signs, without authorization of AT&T, renders the Agreement null and void, except for changes expressly authorized by the terms of this Agreement and except for mutually agreed upon contract amendments.

IN WITNESS WHEREOF, the Parties hereto have caused this Pricing Schedule to be executed by their duly authorized representatives on the dates set forth below.

Broward County (by its authorized representative)
By:
Name:
Title:
Date:
Approved as to form and legal sufficiency
Reviewed and approved as to form: By: Andrew J. Meyers, County Attorney
Name: <i>[Signature]</i>
Title: By: René D. Harrod, Deputy County Attorney
Date:

AT&T (by its authorized representative)
By: <i>[Signature]</i>
Name: Debra Ann Szabo
Title: Sr. Solution Architect
Date: 2/16/2018
AT&T WITNESSES: Approved as to form Witness my hand and official seal hereto affixed
By: <i>[Signature]</i>
Name: KAREN KOTULA
Title: Notary Public/Legal Coun't.
Date: 2/16/2018
State of: New Jersey County of: Somerset

APPROVED
[Signature] 02/23/18
[Signature] Risk Analyst
RISK INSURANCE AND CONTRACTS SECTION

(SEAL)
KAREN KOTULA
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES SEPTEMBER 20, 2018



1. SERVICES RISK MANAGEMENT DIVISION

Service	Service Publication Location
AT&T Managed Internet Service (MIS)	As defined in the Master Agreement.
AT&T Bandwidth Services	As defined in the Master Agreement.

AT&T MA Reference No. 154495UA
AT&T PS Contract ID MIS3543561

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	60 Months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Charges Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

4. SERVICE OR SERVICE COMPONENT WITHDRAWAL

AT&T may discontinue a Service or Service Component as provided in the applicable Service Guide and in the case of a Service or Service Component that is supplied to AT&T by a third party service provider upon thirty (30) days written notice.

5. RATES (US Mainland, and HI only)

**Section I: AT&T Managed Internet Service
Access Bandwidth -**

Table 1: DNS Services

Option	Undiscounted MRC
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

Table 2: MIS Tele – Installation

Discount: 100.00%

MIS Speed	Undiscounted MIS Installation Fee	Undiscounted MIS w/ Managed Router Installation Fee
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500*	\$1,500**
10 Gig Ethernet* and up	\$1,500*	\$1,500

* Service not available with MPLS PNT

**Pricing available for MIS speeds of 100 Mbps and below and with electrical interfaces only.

Pricing also applies to Service locations in Alaska

AT&T MA Reference No. 154495UA
AT&T PS Contract ID MIS3543561

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

Table 3: On-Site Installation

Discount: 100.00%

MIS Speed	Undiscounted MIS w/ Managed Router Only Installation Fee
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500
10 Gig Ethernet and up	\$1,500
Nx10Gig Ethernet	\$3,500

* Pricing also applies to Service locations in Alaska

Table 4: Flexible Bandwidth Billing Option – Ethernet*

MIS & MIS w/Managed Router Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted MIS MRC	Undiscounted MIS w/ Managed Router MRC	Undiscounted Incremental Usage Fee
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
0.5 Mbps	\$257	\$385	\$940
1.0 Mbps	\$258	\$386	\$510
1.5 Mbps	\$259	\$387	\$380
2 Mbps	\$260	\$388	\$355
3 Mbps	\$261	\$389	\$340
4 Mbps	\$262	\$390	\$325
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235
9 Mbps	\$267	\$395	\$230
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
10 Mbps	\$268	\$396	\$198.00
15 Mbps	\$359	\$487	\$162.33
20 Mbps	\$449	\$577	\$144.25
25 Mbps	\$542	\$670	\$134.00
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
30 Mbps	\$633	\$761	\$126.83
35 Mbps	\$680	\$854	\$122.00
40 Mbps	\$812	\$945	\$118.13
45 Mbps	\$817	\$950	\$105.56

AT&T MA Reference No. 154495UA
AT&T PS Contract ID MIS3543561

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
50 Mbps	\$813	\$955	\$95.50
60 Mbps	\$946	\$1,100	\$91.67
70 Mbps	\$1,032	\$1,200	\$85.71
75 Mbps	\$1,118	\$1,300	\$86.67
80 Mbps	\$1,204	\$1,420	\$88.75
90 Mbps	\$1,290	\$1,500	\$83.33
MIS & MIS w/ Managed Router Discount for the following: 84.00%			Incremental Usage Fee Discount for the following:
100 Mbps	\$1,400	\$1,555	\$77.75
120 Mbps	\$1,770	\$1,937	\$80.71
144 Mbps	\$1,790	\$1,960	\$68.06
150 Mbps	\$1,800	\$1,965	\$65.50
155 Mbps	\$1,820	\$2,020	\$65.16
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
200 Mbps	\$2,000	\$2,100	\$52.50
250 Mbps	\$2,150	\$2,240	\$44.80
300 Mbps	\$2,250	\$2,620	\$43.67
350 Mbps	\$2,500	\$3,125	\$44.64
MIS & MIS w/ Managed Router Discount for the following: 84.00%			Incremental Usage Fee Discount for the following: 91.00%
400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19
MIS & MIS w/ Managed Router Discount for the following: 84.00%			Incremental Usage Fee Discount for the following:
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska)

AT&T MA Reference No. 154495UA
AT&T PS Contract ID MIS3543561

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

Table 5: Flexible Bandwidth Billing Option – MIS 10 Gig Ethernet*

MIS & MIS w/Managed Router Discount:0.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 0.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted MIS MRC	Undiscounted MIS w/ Managed Router MRC	Undiscounted Incremental Usage Fee
MIS Discount for the following: 84.00%			Incremental Usage Fee Discount for the following: 91.00%
.5 Gbps	\$5,658	\$7,000	\$70.00
1.0 Gbps	\$6,400	\$9,950	\$49.75
MIS Discount for the following:			Incremental Usage Fee Discount for the following:
1.5 Gbps	\$8,727	\$10,909	\$36.36
2.0 Gbps	\$9,091	\$12,276	\$30.69
2.5 Gbps	\$11,244	\$15,215	\$30.43
MIS Discount for the following:			Incremental Usage Fee Discount for the following:
3.0 Gbps	\$13,309	\$17,981	\$29.97
3.5 Gbps	\$14,400	\$19,462	\$27.80
4.0 Gbps	\$16,015	\$21,591	\$26.99
MIS Discount for the following:			Incremental Usage Fee Discount for the following:
4.5 Gbps	\$16,771	\$22,720	\$25.24
5.0 Gbps	\$18,196	\$24,553	\$24.55
5.5 Gbps	\$19,636	\$26,502	\$24.09
6.0 Gbps	\$21,309	\$28,768	\$23.97
MIS Discount for the following:			Incremental Usage Fee Discount for the following:
6.5 Gbps	\$22,589	\$30,499	\$23.46
7.0 Gbps	\$24,218	\$32,727	\$23.38
7.5 Gbps	\$25,760	\$34,793	\$23.20
8.0 Gbps	\$26,953	\$36,387	\$22.74
MIS Discount for the following: 84.00%			Incremental Usage Fee Discount for the following:
8.5 Gbps	\$28,233	\$38,115	\$22.42
9.0 Gbps	\$28,931	\$39,069	\$21.71
9.5 Gbps	\$29,527	\$39,855	\$20.98
10.0 Gbps	\$30,909	\$41,716	\$20.86

* Service not available with MPLS PNT

#Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska)

AT&T MA Reference No. 154495UA
AT&T PS Contract ID MIS3543561

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

Table 6: Local Access

Local access prices listed below are for orders placed within 12 months of this Pricing Schedule Effective Date ("Local Access Pricing Term"). All local access orders placed after the expiration of the Local Access Pricing Term will be treated on an individual case basis, and set out in a Pricing Addendum signed by the parties or an AT&T order form signed by Customer and accepted by AT&T, as applicable.

NPA/NXX or SWC CLLI	Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
954370	201 NW 84TH AVE, Plantation, FL, US, 33324	MIS Ethernet Access 1000 Mbps	\$ 0.00	\$ 1,200.00
FTLDFLJA	201 NW 84th Ave, Plantation, 33324	MIS Ethernet Access 100 Mbps	\$ 0.00	\$ 604.00
FTLDFLJA	201 NW 84th Ave, Plantation, 33324	MIS Ethernet Access 1000 Mbps	\$ 0.00	\$ 1,200.00
FTLDFLJA	201 NW 84th Ave, Plantation, 33324	MIS Ethernet Access 10000 Mbps	\$ 0.00	\$ 1,983.00
FTLDFLMR	100 S Andrews Ave, Fort Lauderdale, 33301	MIS Ethernet Access 100 Mbps	\$ 0.00	\$ 604.00
FTLDFLMR	100 S Andrews Ave, Fort Lauderdale, 33301	MIS Ethernet Access 1000 Mbps	\$ 0.00	\$ 1,200.00
FTLDFLMR	100 S Andrews Ave, Fort Lauderdale, 33301	MIS Ethernet Access 10000 Mbps	\$ 0.00	\$ 1,983.00
PMBHFLCS	3151 University Dr, Coral Springs, 33065	MIS Ethernet Access 100 Mbps	\$ 0.00	\$ 604.00
PMBHFLCS	3151 University Dr, Coral Springs, 33065	MIS Ethernet Access 1000 Mbps	\$ 0.00	\$ 1,200.00
PMBHFLCS	3151 University Dr, Coral Springs, 33065	MIS Ethernet Access 10000 Mbps	\$ 0.00	\$ 1,983.00
HLWDFLMA	2600 Hollywood Blvd, Hollywood, 33020	MIS Ethernet Access 100 Mbps	\$ 0.00	\$ 604.00
HLWDFLMA	2600 Hollywood Blvd, Hollywood, 33020	MIS Ethernet Access 1000 Mbps	\$ 0.00	\$ 1,200.00
HLWDFLMA	2600 Hollywood Blvd, Hollywood, 33020	MIS Ethernet Access 10000 Mbps	\$ 0.00	\$ 1,983.00
HLWDFLPE	2050 Civic Center	MIS Ethernet	\$ 0.00	\$ 604.00

AT&T MA Reference No. 154495UA
AT&T PS Contract ID MIS3543561

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

	PI, Miramar, 33025	Access 100 Mbps		
HLWDFLPE	2050 Civic Center PI, Miramar, 33025	MIS Ethernet Access 1000 Mbps	\$ 0.00	\$ 1,200.00
HLWDFLPE	2050 Civic Center PI, Miramar, 33025	MIS Ethernet Access 10000 Mbps	\$ 0.00	\$ 1,983.00
FTLDFLOA	5301 NW 33rd Ave, Fort Lauderdale, 33309	MIS Ethernet Access 100 Mbps	\$ 0.00	\$ 604.00
FTLDFLOA	5301 NW 33rd Ave, Fort Lauderdale, 33309	MIS Ethernet Access 1000 Mbps	\$ 0.00	\$ 1,200.00
FTLDFLOA	5301 NW 33rd Ave, Fort Lauderdale, 33309	MIS Ethernet Access 10000 Mbps	\$ 0.00	\$ 1,983.00
FTLDFLMR	201 SE 6th St, Fort Lauderdale, 33301	MIS Ethernet Access 100 Mbps	\$ 0.00	\$ 604.00
FTLDFLMR	5301 NW 33rd Ave, Fort Lauderdale, 33309	MIS Ethernet Access 1000 Mbps	\$ 0.00	\$ 1,200.00
FTLDFLMR	5301 NW 33rd Ave, Fort Lauderdale, 33309	MIS Ethernet Access 10000 Mbps	\$ 0.00	\$ 1,983.00

Section II: Additional Service Fees

Moving Fee (during hours)	\$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location*

*Subject to availability, pricing also applies to Service locations in Alaska

This is the last page of the Pricing Document.

20180219-4878



AT&T MA Reference No. 153326UA
AT&T PS Contract ID MIS3549633

153326UA

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

Customer	AT&T
BROWARD COUNTY Street Address: 115 S Andrews Ave Ste 325 City: Fort Lauderdale State/Province: FL Zip Code: 333011817 Country: United States	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Todd McDaniel Title: Information Systems Supervisor Street Address: 115 S. Andrews Ave. Room 325 City: Fort Lauderdale State/Province: FL Zip Code: 33301 Country: United States Telephone: 954-357-8570 Email: tmcDaniel@Broward.org	Name: Dwayne Stafford Street Address: 600 NW 79th Avenue City: Miami State/Province: FL Zip Code: 33126 Country: United States Telephone: 786-479-4113 Email: DS7696@att.com Sales/Branch Manager: Esperanza Diaz-Bello SCVP Name: Erik Lindborg Sales Strata: Retail Sales Region: SE With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name1: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

AT&T MA Reference No. 153326UA
AT&T PS Contract ID MIS3549633

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

This Agreement shall be signed by AT&T first followed by County's signature after which such fully signed Agreement is returned to AT&T not more than ninety (90) days after AT&T's signature date. Any change made to this document made by County after AT&T signs, without authorization of AT&T, renders the Agreement null and void, except for changes expressly authorized by the terms of this Agreement and except for mutually agreed upon contract amendments.

IN WITNESS WHEREOF, the Parties hereto have caused this Pricing Schedule to be executed by their duly authorized representatives on the dates set forth below.

Broward County (by its authorized representative)	AT&T (by its authorized representative)
By:	By: <i>Debra Ann Sabo</i>
Name:	Name: <i>Debra Ann Sabo</i>
Title:	Title: <i>SR. Solution Architect</i>
Date:	Date: <i>2/20/2018</i> jx507m
Approved as to form and legal sufficiency	AT&T WITNESSES: Approved as to form Witness my hand and official seal hereto affixed
By: Reviewed and approved as to form:	By: <i>Michael J. Hickey</i>
Name: Andrew J. Meyers, County Attorney	Name: <i>Michael J. Hickey #2208336</i>
Title: <i>[Signature]</i>	Title: <i>Senior Paralegal</i>
Date: <i>2/20/18</i>	Date: <i>2/20/18</i>
By: René D. Harrod, Deputy County Attorney	State of: <i>New Jersey</i> County of: <i>Somerset</i>

(SEAL)

APPROVED

Colleen Pournall 02/23/18

Colleen Pournall Risk Analyst

**RISK INSURANCE AND CONTRACTS
RISK MANAGEMENT DIVISION**



AT&T MA Reference No. 153326UA
AT&T PS Contract ID MIS3549633

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

1. SERVICES

Service	Service Publication Location
AT&T Managed Internet Service (MIS)	As defined in Master Agreement
AT&T Bandwidth Services	As defined in Master Agreement

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 Months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Charges Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

4. SERVICE OR SERVICE COMPONENT WITHDRAWAL

AT&T may discontinue a Service or Service Component as provided in the applicable Service Guide and in the case of a Service or Service Component that is supplied to AT&T by a third party service provider upon thirty (30) days written notice.

5. RATES (US Mainland, and HI only)

**Section I: AT&T Managed Internet Service
Access Bandwidth -**

Table 1: DNS Services

Option	Undiscounted MRC
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

AT&T MA Reference No. 153326UA
AT&T PS Contract ID MIS3549633

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

Table 2: MIS Tele – Installation

Discount: 100.00%

MIS Speed	Undiscounted MIS Installation Fee	Undiscounted MIS w/ Managed Router Installation Fee
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500 [#]	\$1,500 ^{***}
10 Gig Ethernet* and up	\$1,500 [#]	\$1,500

* Service not available with MPLS PNT

**Pricing available for MIS speeds of 100 Mbps and below and with electrical interfaces only.

Pricing also applies to Service locations in Alaska

Table 3: On-Site Installation

Discount: 50.00%

MIS Speed	Undiscounted MIS w/ Managed Router Only Installation Fee
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500 [*]
10 Gig Ethernet and up	\$1,500
Nx10Gig Ethernet	\$3,500

* Pricing also applies to Service locations in Alaska

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

Table 4: Flexible Bandwidth Billing Option – Ethernet*

MIS & MIS w/Managed Router Discount: 83.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 83.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted MIS MRC	Undiscounted MIS w/ Managed Router MRC	Undiscounted Incremental Usage Fee
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
0.5 Mbps	\$257	\$385	\$940
1.0 Mbps	\$258	\$386	\$510
1.5 Mbps	\$259	\$387	\$380
2 Mbps	\$260	\$388	\$355
3 Mbps	\$261	\$389	\$340
4 Mbps	\$262	\$390	\$325
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235
9 Mbps	\$267	\$395	\$230
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
10 Mbps	\$268	\$396	\$198.00
15 Mbps	\$359	\$487	\$162.33
20 Mbps	\$449	\$577	\$144.25
25 Mbps	\$542	\$670	\$134.00
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
30 Mbps	\$633	\$761	\$126.83
35 Mbps	\$680	\$854	\$122.00
40 Mbps	\$812	\$945	\$118.13
45 Mbps	\$817	\$950	\$105.56
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
50 Mbps	\$813	\$955	\$95.50
60 Mbps	\$946	\$1,100	\$91.67
70 Mbps	\$1,032	\$1,200	\$85.71
75 Mbps	\$1,118	\$1,300	\$86.67
80 Mbps	\$1,204	\$1,420	\$88.75
90 Mbps	\$1,290	\$1,500	\$83.33
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
100 Mbps	\$1,400	\$1,555	\$77.75
120 Mbps	\$1,770	\$1,937	\$80.71
144 Mbps	\$1,790	\$1,960	\$68.06
150 Mbps	\$1,800	\$1,965	\$65.50
155 Mbps	\$1,820	\$2,020	\$65.16

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**AT&T MANAGED INTERNET SERVICE
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MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
200 Mbps	\$2,000	\$2,100	\$52.50
250 Mbps	\$2,150	\$2,240	\$44.80
300 Mbps	\$2,250	\$2,620	\$43.67
350 Mbps	\$2,500	\$3,125	\$44.64
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska)

Table 5: Local Access

Local access prices listed below are for orders placed within 12 months of this Pricing Schedule Effective Date ("Local Access Pricing Term"). All local access orders placed after the expiration of the Local Access Pricing Term will be treated on an individual case basis, and set out in a Pricing Addendum signed by the parties or an AT&T order form signed by Customer and accepted by AT&T, as applicable.

NPA/NXX	Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
954472	201 NW 84th Ave, Plantation, FL, US, 33324	MIS Ethernet Access 100 Mbps	\$0.00	\$604.00
954746	10440 W Oakland Park Blvd, Sunrise, FL, US, 33351	MIS Ethernet Access 100 Mbps	\$0.00	\$810.00
954344	2801 Coral Springs Dr, Coral Springs, FL, US, 33065	MIS Ethernet Access 100 Mbps	\$0.00	\$604.00
954971	4900 W Copans Rd, Coconut Creek, FL, US, 33063	MIS Ethernet Access 100 Mbps	\$0.00	\$604.00

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AT&T PS Contract ID MIS3549633

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

Section II: Additional Service Fees

Moving Fee (during hours)	\$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location*

*Subject to availability, pricing also applies to Service locations in Alaska

This is the last page of the Pricing Document.

20180215-3825



154495UA
AT&T MA Reference No. 154495UA

**AT&T SECURE NETWORK GATEWAY SERVICES
AT&T MANAGED SECURITY SERVICES
AT&T CLOUD WEB SECURITY SERVICES
PRICING SCHEDULE**

Customer	AT&T
BROWARD COUNTY 115 S ANDREWS AVE STE 409 FORT LAUDERDALE FL 33301 United States of America	AT&T Corp
Customer Contact (for Notices)	AT&T Contact (for Notices) <input type="checkbox"/> Primary AT&T Contact
Name: Todd McDaniel Title: Information Systems Supervisor 4900 Copans Rd Suite 201 Coconut Creek FL 33066 United States of America Telephone: 9542650658 Fax: Email: tmcdaniel@Broward.org Customer Account Number or Master Account Number: 154495UA	Name: Dwayne Stafford 600 NW 79th Ave Miami FL 33126 United States of America Telephone: 7864794113 Fax: Email: da7696@att.com Sales/Branch Manager: Esperanza Diaz-Bello SCVP Name: Sales Strata: Government, Education, Medical Sales Region: United States <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Telephone Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.





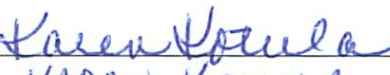
AT&T MA Reference No. 154495UA

**AT&T SECURE NETWORK GATEWAY SERVICES
AT&T MANAGED SECURITY SERVICES
AT&T CLOUD WEB SECURITY SERVICES
PRICING SCHEDULE**

This Agreement shall be signed by AT&T first followed by County's signature after which such fully signed Agreement is returned to AT&T not more than ninety (90) days after AT&T's signature date. Any change made to this document made by County after AT&T signs, without authorization of AT&T, renders the Agreement null and void, except for changes expressly authorized by the terms of this Agreement and except for mutually agreed upon contract amendments.

IN WITNESS WHEREOF, the Parties hereto have caused this Pricing Schedule to be executed by their duly authorized representatives on the dates set forth below.


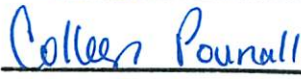
Broward County (by its authorized representative)	
By:	
Name:	
Title:	
Date:	
Approved as to form and legal sufficiency	
By:	Reviewed and approved as to form:
Name:	Andrew J. Meyers, County Attorney
Title:	
Date:	2/22/18
By:  René D. Harrod, Deputy County Attorney	

AT&T (by its authorized representative)	
By:	
Name:	Debra Ann Szabo
Title:	Sr. Solution Architect
Date:	2/16/2018 kg898b
AT&T WITNESSES: Approved as to form Witness my hand and official seal hereto affixed	
By:	
Name:	KAREN KOTULA
Title:	Notary Public Legal Asst
Date:	2/16/2018
State of:	New Jersey County of: Somerset

(SEAL)



APPROVED

 Pounall 02/23/18
 Colleen Pounall Risk Analyst

**RISK INSURANCE AND CONTRACTS SECTION
RISK MANAGEMENT DIVISION**

**KAREN KOTULA
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPTEMBER 20, 2018**

**AT&T SECURE NETWORK GATEWAY SERVICE
AT&T MANAGED SECURITY SERVICES
AT&T CLOUD WEB SECURITY SERVICES
PRICING SCHEDULE**

1. SERVICES

AT&T Secure Network Gateway Services (SNG)	Service Publication Location
<ul style="list-style-type: none"> AT&T Distributed Denial Of Service (DDOS) as described in this Pricing Schedule 	As defined in the Master Agreement

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
Pricing Schedule Term Start Date	First day of first full billing cycle following implementation of this Pricing Schedule in AT&T's billing system
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period†	Minimum Payment Period per Service Component*
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

†Termination Charges will be based on the net change in monthly service fees if Customer downgrades a Service Component.

*Does not apply if Customer terminates a Service within thirty (30) calendar days after the date that same Service is first provisioned and made available for use.

4. NOTIFICATION PERIOD

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days

5. COUNTRY CURRENCY:

5.1. Country Currency: USD

**AT&T SECURE NETWORK GATEWAY SERVICE
AT&T MANAGED SECURITY SERVICES
AT&T CLOUD WEB SECURITY SERVICES
PRICING SCHEDULE**

6. AT&T DISTRIBUTED DENIAL OF SERVICE (DDOS DEFENSE SERVICE RATES)

6.1. Service Components

Service Component (Service Level)	Undiscounted MRC	Discount	Discounted MRC
DDoS Defense Shared			
35 Hour Monthly Mitigation Plan	\$3,000.00	50%	\$1,500.0000
70 Hour Monthly Mitigation Plan	\$5,000.00	50%	\$2,500.0000
150 Hour Monthly Mitigation Plan	\$10,750.00	30%	\$7,525.0000
215 Hour Monthly Mitigation Plan	\$21,428.00	50%	\$10,714.0000
410 Hour Monthly Mitigation Plan	\$36,428.00	50%	\$18,214.0000
Unlimited Hour Monthly Mitigation Plan	\$50,000.00	30%	\$35,000.0000
DDoS Defense Shared Agnostic			
35 Hour Monthly Mitigation Plan	\$3,000.00	50%	\$1,500.0000
70 Hour Monthly Mitigation Plan	\$5,000.00	50%	\$2,500.0000
150 Hour Monthly Mitigation Plan	\$10,750.00	30%	\$7,525.0000
215 Hour Monthly Mitigation Plan	\$21,428.00	50%	\$10,714.0000
410 Hour Monthly Mitigation Plan	\$36,428.00	50%	\$18,214.0000
Unlimited Hour Monthly Mitigation Plan	\$50,000.00	30%	\$35,000.0000
DDoS Agnostic Service Level			
DDoS Agnostic Per Circuit Fee	\$1,500.00	30%	\$1,050.0000

6.2. Non-Recurring Charges

Set Up Activity	Undiscounted NRC	Discount	Discounted NRC
Service Level			
DDoS Emergency Mitigation - Set-up fee	\$60,000.00	50%	\$30,000.0000
Expedited Provisioning	\$5,000.00	0%	\$5,000.0000
DDoS Shared Service - Set-up fee	\$5,000.00	80%	\$1,000.0000
DDoS Agnostic - Per Circuit Set-up fee	\$2,500.00	50%	\$1,250.0000

6.3. Mitigation Overage Charges

Service Component (Service Level)	Hours Included	Overage Charge per Hour	Discount	Discounted Overage Charge per Hour
35 Hour Monthly Mitigation Plan	Up to 35	\$195.00	50%	\$97.5000
70 Hour Monthly Mitigation Plan	Up to 70	\$195.00	50%	\$97.5000
150 Hour Monthly Mitigation Plan	Up to 150	\$195.00	0%	\$195.0000
215 Hour Monthly Mitigation Plan	Up to 215	\$195.00	50%	\$97.5000
410 Hour Monthly Mitigation Plan	Up to 410	\$195.00	50%	\$97.5000

**AT&T SECURE NETWORK GATEWAY SERVICE
AT&T MANAGED SECURITY SERVICES
AT&T CLOUD WEB SECURITY SERVICES
PRICING SCHEDULE**

7. CUSTOMER'S INITIAL ORDER

This section describes the services the customer has ordered as of the pricing schedule effective date at the prices set forth in previous sections

**7.1. AT&T DISTRIBUTED DENIAL OF SERVICE
7.1.1. Recurring Features**

Service Component (Service Level)	Quantity
DDoS Defense Shared	
35 Hour Monthly Mitigation Plan	1

8. Summary of Charges for Initial Order

Service	Monthly Recurring Charges less Discount	Non-Recurring Charges less Discount
AT&T Distributed Denial of Service	\$1,500.00	\$1,000.00