

RESOLUTION NO. 09-1887

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE FINANCE SUPPORT SERVICES DIRECTOR TO EXECUTE THE REQUIRED AGREEMENTS WITH AT&T TO CONSOLIDATE CERTAIN EXISTING AT&T ACCOUNTS AND TO DISSOLVE THE PAETEC MONTH TO MONTH AGREEMENT; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside has continued to have slow response time accessing upgraded SunGard NaviLine web-based application used to manage accounting, utility billing, permits and occupational licensing.

WHEREAS, access to the software programs is slow and the Town residents are not able to receive timely service which continues to affect access to the internet connection.

WHEREAS, To rectify the latency experienced by Town Staff, the Town must establish an upgrade on the T1 line of the internet to 3.0 mbps in an effort to increase speed for critical Town applications.

WHEREAS, the 36 month contracts total \$48,624.12 of which \$16,971.96 has already been budgeted this fiscal year and will achieve a monthly savings of \$63.66.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA,

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization. The Town Commission hereby authorizes the Finance Support Services Director to execute the contract documents attached as Composite Exhibit "A".

Section 3. Implementation. The Finance Support Services Director is hereby authorized to take any and all action necessary to implement this Resolution and Agreements in accordance with the terms, conditions, and purposes of this Resolution and Agreements.

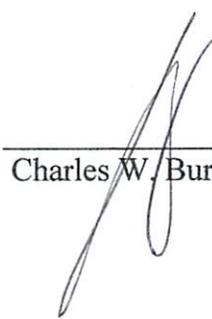
Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 12th day of May, 2009.

Motion by Commissioner Steven Levine, second by Commissioner Elizabeth Calderon.

FINAL VOTE ON ADOPTION

Commissioner Elizabeth Calderon	yes
Commissioner Steven Levine	yes
Commissioner Howard Weinberg	yes
Vice Mayor Marc Imberman	yes
Mayor Charles Burkett	yes



Charles W. Burkett, Mayor

ATTEST:



Debra E. Eastman, MMC
TOWN CLERK

**Approved as to form and legality for the use
and benefit of the Town of Surfside only:**



Lynn M. Dannheisser
Town Attorney



Melissa De Leon
AT & T Southeast
13450 W. Sunrise Blvd, Suite 602
Sunrise, Florida 33323
Phone: 954-838-1857
Melissa.de.leon@att.com

May 5, 2009

Dear Martin:

Based on our conversations regarding communications, I have designed a solution that will achieve your immediate requirements and support your organizational goals. Our solution will provide your company with the most reliable, dedicated and scaleable services.

Proposed Solution:

- Provide you the most cost effective solution for all of your business' needs
- Competitively Priced Local Service, Long Distance and Internet Service
- Dedicated, Reliable and Competitively priced Internet Access
- Single Point of contact for all telecommunication needs
- Excellent customer service
- Consolidated billing with a single provider for accounting and auditing purposes

Savings

Based on the proposed solution, your monthly savings will be \$63.66 Monthly

Pricing

Please see Page 2

Recommendation:

During our conversation, you indicated that you would consider reliability, ease of billing, price, and quality of customer service when choosing a communications provider. This proposal addresses all of these needs. It gives you the growth flexibility to expand your needs for voice traffic and data traffic. This solution is cost competitive and will allow your company to consolidate local, long distance, and Internet accounts to a single provider, allowing easier accounting and management. Lastly, as a six-time winner of the JD Power Customer Service Award, AT & T will ensure that you remain under the constant care of an Account Team.



Melissa De Leon
AT & T Southeast
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Sunrise, Florida 33323
Phone: 954-838-1857
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Financial Analysis

Current Services

Current Services	Monthly Charges
Paetec PRI 23 Voice Channels 60 DID Numbers Intralata Calling Call Detail Record D Channel Paper Invoice Fee FCC Charges	\$682.11
AT & T All In One Service Acct # 0303919976001 Toll Free Plan & Charges	\$62.15
AT & T Local Service Acct # 305-868-7287	\$45.00
Acct # 305-993-17371	\$36.07
AT&T Managed Internet Service <ul style="list-style-type: none">• 1.5mpbs• Static IP addresses• CISCO series router Included and Managed• This is Tiered and NOT Dynamic• Industry-leading SLAs	\$589.00
Proposed Communications Spend	\$1,414.33

**Regulatory Charges and Taxes are not included in pricing **

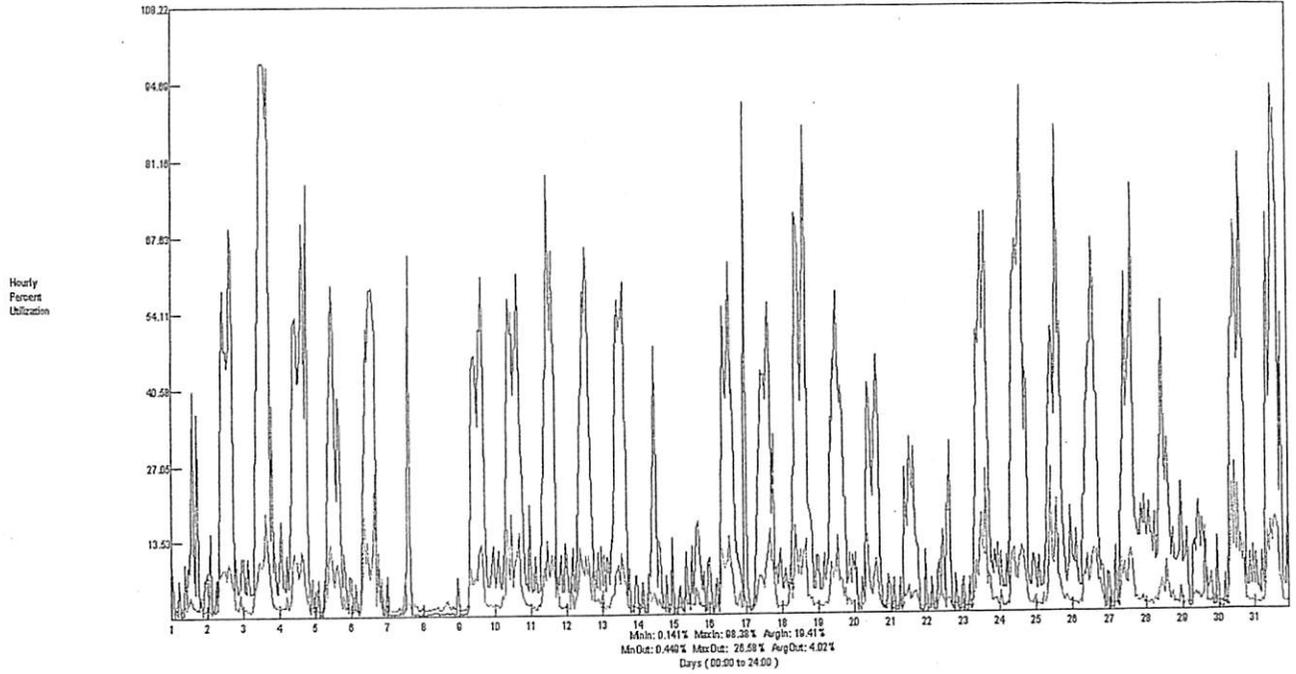


Proposed Solution

Proposed Solution	Monthly Charges
AT & T Primary Rate ISDN T-1- 36 Month Term	\$520.00
23 Voice Channels	\$12.00
60 DID Numbers	
Calling Number Delivery	
FCC Charges	
Preferred Rate Plus Long Distance	\$3.95
Tol Free Number	\$5.00
(10,000 Minute of Intralata Calling)	
Account Codes	\$10.00
Bill Acct # 305-993-1731 (Since no contract will be applied, it can be billed to the PRI acct)	\$36.07
Add Term Discount to Acct # 305-868-7287 This account would have to be billed separately based on the way the term agreement for this service is structured.	\$39.00
AT&T Managed Internet Service – 36 Month Term <ul style="list-style-type: none">• 3.0 Mbps• Static IP addresses• CISCO series router Included and Managed• This is Tiered and NOT Dynamic• Industry-leading SLAs	\$724.65
Proposed Communications Spend	\$1,350.67

townofsurfside.local - Monthly Report - Date: 03/01/2009 (Time in EST)
9293 HARDING AV,SURFSIDE,FL,33154,USA

Inbnd Outbnd 12.88.128.94 - Speed: T1



Graph Type:

Hourly Percent Hourly Mbps

Peak Percent Peak Mbps



◆ AT&T Managed Internet Service (MIS) with Managed Router

Proposed Solution

AT&T Managed Internet Service (MIS) is a dedicated Internet access service that provides you with reliable, high-speed Internet access through communications facilities managed by AT&T. AT&T MIS lets you communicate with millions of Internet users and countless information resources around the world. It is a complete solution providing the tools you need to conduct business over the Internet safely and reliably. You have the choice of various components, access methods, transmission speeds, and options.

You gain a completely AT&T-provided, dedicated Internet access solution that is managed "end-to-end" by AT&T. We provide a number of components including leasing the CPE and providing CPE Management. If you prefer to retain control of the premise equipment and manage several elements of your IP service in-house, you may elect to provide your own CPE and CPE Management.

Underlying AT&T MIS is AT&T's highly reliable transport, the connectivity and the IP backbone. Your connectivity to the backbone is provided through the AT&T transport network. Access speeds range from 56 Kbps to 2.5 Gbps (OC-48), and access methods include Private Line, Frame Relay, Asynchronous Transfer Mode, NxT1 and Ethernet Access.

Standard Features

You receive a dedicated Internet access solution that is provided and managed "end-to-end" by AT&T. AT&T MIS includes the following Standard Features:

- **MIS Port**

AT&T MIS provides you with access to the AT&T IP Backbone and the Internet at speeds ranging from 56 Kbps to 2.5 Gbps (OC48). Your choice of access method includes Digital Private Line, Frame Relay Service, ATM Service, Integrated Access, NxT1 (N by T1) and Ethernet Access.

AT&T provides access service points at more than 600 ACCUNET points of presence (POPs) in the United States. AT&T personnel coordinate the provisioning of the local access circuit for you. Local Access charges are not included with AT&T MIS and are typically billed separately, although you may choose the AT&T MIS Local Access Combination option which combines the local access bill with the AT&T MIS bill.



- **Network Usage Reports**

This feature provides you with online access to traffic summary reports which track access line use as a percentage of the available bandwidth. This comprehensive view of usage data provides you with a valuable tool to effectively monitor and manage your Internet bandwidth use and plan for future upgrades. Network Usage Reports are available 24 hours a day, seven days a week. You access Network Usage Reports through a Web site. Secure Socket Layer (SSL) technology is used to protect your data from unauthorized users. All of your data is password protected. **Service Level Agreements** guarantee reliable access by providing billing credits to you if AT&T does not meet set performance standards.
- **Service Level Agreements**

Under the AT&T Service Level Agreement Limited Guarantee Program, you are provisioned on the AT&T IP Backbone and are provided with performance and provisioning guarantees. **Performance guarantees include a 99.99% access availability**, as well as minimum standards for delays and outages. Provisioning guarantees assure you a prompt implementation of service once it has been ordered.
- **Implementation Support**

Support features are designed to make your implementation as easy as possible. You receive a customized Implementation Planner. This planner provides detailed information about the installation and use of MIS. An AT&T Provisioning Technical Engineer (PTE) works with you to prepare for the provisioning and initiation of service.
- **Network Operations Services**

AT&T MIS is supported by AT&T's Customer Care organization and the Network Operations Center (NOC). Through both organizations, the AT&T MIS technical support staff provides you with valuable network operations services.
- **Technical Services and Support**

AT&T MIS includes all of the technical support services essential for optimal use. Customer Care only supports and accepts calls from you and does not accept calls, provide assistance, or interface in any manner with parties other than you, regardless of whether or not such parties have purchased services from you. If you are a reseller, customer care will accept calls from your end-customers who are connected directly to the AT&T IP Backbone. Technical Services and Support include Software and Configuration Support, 24-Hour Hotline, Trouble Ticket System, Fault Isolation, Problem Resolution, and Security Procedures.
- **Business Direct**



AT&T BusinessDirect is a secure Web site that AT&T Business customers can access to perform many customer care and network management functions online at www.att.com/businessdirect. The functions include re-routing network traffic in real time, reporting service problems and tracking them through resolution, placing orders and checking their status, paying bills electronically, and performing other customer service-related tasks online. Each Tool, on AT&T BusinessDirect offers its own set of benefits, but the Tools collectively also offer the following benefits. They enable you to:

- Manage your telecom services conveniently via the Web
 - Improve productivity
 - Improve the speed and accuracy of transactions
 - Optimize network efficiency in real time
 - Reduce your costs.
-
- **AT&T IP Backbone**

AT&T MIS is based on AT&T's IP Backbone and the AT&T core network, the world's most reliable network. The AT&T IP Backbone is designed and engineered with the express purpose of attaining the highest possible levels of reliability and performance. It offers you a number of built-in features for exceptional or incomparable advantages, including outstanding performance, superior security, peering, maximum control, and access in non-traditional space.
 - **Customer Premises Equipment (CPE) Lease**

AT&T MIS with Managed Router service type is defined by this standard feature. The Customer Premises Equipment Lease includes a router, Channel Service Unit/Data Service Unit (CSU/DSU) and a diagnostic modem for out-of-band testing. All CPE supplied by AT&T is pre-configured by AT&T and includes Advanced Replacement Next Business Day (ARNBD) support. You cannot purchase the Leased CPE. All equipment is owned by AT&T, can be used for MIS only, and must be returned at termination of the service.
 - **CPE Monitoring, Management and Maintenance**

This standard feature is available with the AT&T MIS with Managed Router service type only. You assign full management and operational control (including passwords) of the leased CPE to AT&T. AT&T technicians work with your designated point-of-contact to diagnose failures and determine if equipment should be replaced or repaired. If replacement is required, equipment is replaced by next business day.
 - **Packet Filtering**

This standard feature is available with the AT&T MIS with Managed Router service type only. AT&T oversees the implementation and maintenance of packet filtering tables in your router for added security. Packet filtering is a useful component of a comprehensive security plan. It helps prevent unauthorized access to your internal network, and controls authorized users' access to customer-specified Internet sites. AT&T engineers work with you to define a customized filtering plan, and at your request, make changes to it.



AGREEMENT

Customer Town of Surfside Street Address: 9293 Harding Ave City: Surfside State/Province: FL Zip Code: 33154 Country: USA	AT&T AT&T Corp. or enter the International Affiliate Name <input type="checkbox"/> One AT&T Way, Bedminster, NJ 07921 <input type="checkbox"/> 2600 Camino Ramon, San Ramon, CA 94583 <input type="checkbox"/> 225 W. Randolph Street, Chicago, IL 60606 <input type="checkbox"/> One AT&T Plaza, Dallas, TX 75202 <input type="checkbox"/> 310 Orange Street, New Haven, CT 06510 <input checked="" type="checkbox"/> 2180 Lake Blvd., 7th Floor, Atlanta, GA 30319 <input type="checkbox"/> International Affiliate Address
Customer Contact (for notices) Name: Martin Sherwood Title: Finance Director Street Address: 9293 Harding Ave City: Surfside State/Province: FL Zip Code: 33154 Country: USA Telephone: 305-861-4863 Fax: 305-861-1302 Email: msherwood@townofsurfsidefl.gov	AT&T Contact (for notices) Street Address: 13450 W Sunrise Blvd Suite #602 City: Sunrise State/Province: FL Zip Code: 33323 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
Customer (by its authorized representative) By: Name: Title: Date:	AT&T (by its authorized representative) By: Name: Title: Date:

This Agreement between the customer named above ("Customer") and AT&T Corp. ("AT&T"), is effective when signed by both parties, and continues as long as Services are provided under this Agreement.

The terms and conditions of the services and equipment that AT&T provides to Customer under this Agreement ("Services") are found in this document and the following additional documents: (i) Tariffs, Guidebooks and Catalogs found at att.sbc.com/search/tariffs.jsp, serviceguide.att.com/ABS/ext/index.cfm, or cpr.bellsouth.com; (ii) Pricing Schedules or other attachments now or later attached to this Agreement; (iii) Service Guides found at new.serviceguide.att.com; and (iv) the Acceptable Use Policy ("AUP") found at att.com/aup. AT&T may revise Tariffs, Guidebooks, Catalogs, Service Guides or the AUP (collectively "Service Publications") at any time, and may direct Customer to websites other than listed above. The order of priority (descending) of the documents that make up this Agreement is: Pricing Schedules; Tariffs, Guidebooks and Catalogs; this document; the AUP; and Service Guides.

An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule referencing this Agreement in its own name and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will have their respective Affiliates comply with this Agreement. An

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

Services: AT&T will either provide or arrange to have its Affiliate provide Services to Customer under this Agreement, subject to availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services to third parties (excluding Customer's Affiliates) without AT&T's written consent. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement, and Customer is responsible for their use of any Services, unless expressly provided to the contrary in a Service Publication. If a Service is provided over or accesses the Internet, Customer, its Affiliates and Users will comply with the AUP.

Customer will in a timely manner allow AT&T to access, or at Customer's expense obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Services. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and

other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).

Customer will ensure that the location at which AT&T installs, maintains or provides Services is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Customer location, AT&T may terminate the affected Service, or suspend performance until Customer removes the hazardous materials.

AT&T Equipment: Services may include use of certain equipment owned by AT&T that is located at the address in a Pricing Schedule ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage (other than ordinary wear and tear) to AT&T equipment.

Pricing Schedule Extension, and Taxes: Unless a Pricing Schedule states otherwise, the prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term. No promotion, credit or waiver set forth in a Service Publication will apply unless the Pricing Schedule states otherwise. At the end of a Pricing Schedule Term, Customer will have the option to either: (a) cease using the Service (which will require Customer to take all steps required by AT&T to terminate the Service); or (b) continue using the Service under a month-to-month service arrangement. Unless a Pricing Schedule states otherwise, during any month-to-month service arrangement, the prices, terms and conditions in effect on the last day of the Pricing Schedule Term will continue until changed by AT&T on 30 days' prior notice to Customer.

Prices in the Pricing Schedules are exclusive of, and Customer will pay, all current or future taxes, regulatory surcharges, recovery fees, shipping charges, and other similar charges specified or allowed by any governmental entity relating to the sale, use or provision of the Services.

Billing, Payments, Deposits and MARC: Payment is due 30 days after the invoice date and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge (except to the extent applicable law or regulation requires otherwise). AT&T may charge a late fee for overdue payments (i) for Services contained in a Tariff, Guidebook or Catalog, at the rate specified therein, or (ii) for all other Services, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law, plus (iii) all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require Customer to establish a deposit as a condition of providing Services. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies. If the Pricing Schedule includes a MARC, and Customer's annual MARC-Eligible charges (after deducting discounts and credits) other than outage or SLA credits) are less than the MARC in any period, Customer will be billed for the shortfall, and payment will be due 30 days after the invoice date.

Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend a Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately upon notice if Customer (i) commits a fraud upon AT&T, (ii) utilizes the Service to commit a fraud upon another

party, (iii) unlawfully uses the Service, (iv) abuses or misuses AT&T's network or Service, or (v) interferes with another customer's use of AT&T's network or services. Customer may terminate an affected Service for material breach by AT&T, and AT&T may terminate or suspend (and later terminate) an affected Service for material breach by Customer, if such breach is not cured within 30 days of notice. If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service.

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

If Customer terminates a Service prior to the date Customer's obligation to pay for Services begins, Customer will reimburse AT&T for time and materials, including any third party charges, incurred prior to the effective date of termination. Thereafter, if Customer terminates a Service for Customer's convenience, or AT&T terminates a Service for any of the reasons specified in the first paragraph of this Section, Customer must pay all applicable termination charges: (i) if termination occurs before the end of the Minimum Payment Period (the minimum period specified in Pricing Schedules for which Customer is required to pay recurring charges for the Service), Customer must pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule, plus any third-party charges incurred by AT&T due to the termination, all of which will be, if applicable, applied to Customer's MARC-Eligible Charges; and (ii) if Customer terminates a Pricing Schedule that has a MARC, Customer must pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term, after applying amounts received pursuant to (i). The termination charge set forth in (i) above will not apply if the terminated Service is replaced with an upgraded Service at the same location, but only if (a) the Minimum Payment Period and associated charge for the replacement Service are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service, and (b) the upgrade is not restricted in the Service Publication. In addition, Customer may terminate a Service without incurring termination charges if (a) AT&T revises a Service Publication and the revision has a materially adverse impact upon Customer, (b) Customer gives 30 days' notice of termination to AT&T within 90 days of the date of the revision; and (c) AT&T does not remedy the materially adverse impact prior to the effective date of termination. "Materially adverse impacts" do not include changes to non-stabilized rates, changes required by governmental authority, or changes in additional charges such as surcharges or taxes.

Disclaimer of Warranties and Liability: AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR THOSE ARISING FROM USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS), OR WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY

AT&T and Customer Confidential Information
MAST team before contract submission
MA Unified Agreement number assigned from
This MSA, retrieved from OIL, requires AT&T
msa_ver_1

DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA, OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS TO OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH HEREIN); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, NETWORK OR SYSTEMS.

Limitation of Liability: AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, SHALL IN NO EVENT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICES OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO: (I) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE; OR (II) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER THE "THIRD PARTY CLAIMS" PARAGRAPH.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise and whether damages were foreseeable. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

Third Party Claims: AT&T agrees at its expense to defend or settle any claim against Customer, its Affiliates, and its and their employees and directors, and to pay all compensatory damages finally awarded against such parties where the claim alleges that a Service infringes any patent, trademark, copyright, or trade secret, except where the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties, or combinations of the Service with any services or products not provided by AT&T; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing, or failing that to terminate the Service without further liability to Customer.

Customer agrees at its expense to defend or settle any claim against AT&T, its Affiliates, and its and their employees, directors, subcontractors, and suppliers, and to pay all compensatory damages finally awarded against such parties where: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions under (i)-(iv) above; or (ii) the claim alleges a breach by Customer, its Affiliates, or Users

of a software license agreement governing software provided with the Services.

Import/Export Control: Customer, not AT&T, is responsible for complying with import and export control laws, conventions and regulations for all equipment, software, or technical information Customer moves or transmits between countries using the Services.

Arbitration: All claims or disputes arising from this Agreement shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (subject to the requirements of the Federal Arbitration Act) and any judgment on any award rendered may be entered and enforced in any court having jurisdiction. The parties waive any right to trial by jury or to participate in or initiate class actions; if the parties cannot waive these rights, this entire section is null and void.

General Provisions: This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. AT&T may (i) assign in whole or relevant part its rights and obligations under this Agreement to an Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two years after the cause of action arises. This Agreement does not provide any third party (including Users) any remedy, claim, liability, cause of action or other right or privilege. Regulated Services will be governed by the law and regulations applied by the regulatory commission having jurisdiction over the Services. Otherwise, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Services to be provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control. Any notice required or permitted under this Agreement must be in writing and addressed to the parties at the address set forth above. This Agreement constitutes the entire agreement between the parties concerning the Services provided under this Agreement and supersedes all other written or oral agreements. This Agreement will not be modified or supplemented by any written or oral statements, proposals, service descriptions or purchase order forms.



AT&T ILEC

Integrated Services Digital Network Primary Rate Interface ("ISDN PRI")
Pricing Schedule Provided Pursuant to Custom Terms

AT&T MA Reference No. [UA MSA Only] _____ *

Customer ("Customer")	AT&T ("AT&T")
Town of Surfside 9293 Harding Ave Surfside FL 33154 USA Main Billing Telephone Number (if applicable): Enter Main Billing Telephone Number, or clear field	AT&T Corp.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Sales Contact
Name: Martin Sherwood Title: Finance Director Telephone: 305-861-4863 Fax: E-mail: msherwood@townofsurfsidefl.gov <u>Address for notices, if different from above:</u> 9293 Harding Ave Surfside FL 33154 USA	Account Rep Name: Melissa De Leon Title: AE Telephone: 954-838-1857. Fax: Email: melissa.de.leon@att.com Street Address: 13450 W Sunrise Blvd #602 City: Sunrise State: FL Zip Code: 33323 <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Sales Contact	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

*Note - This form may be used only if Customer has signed an Agreement referred to internally at AT&T as a UA MSA.

This AT&T ILEC ISDN PRI Pricing Schedule Provided Pursuant to Custom Terms ("Pricing Schedule") is an attachment to that certain Agreement last signed [Enter date existing master agreement last signed OR enter "N/A"], or entered into contemporaneously with this Pricing Schedule between the parties thereto ("Agreement") and is effective as of the date last signed below ("Effective Date"). If the rules of a regulatory authority having jurisdiction respecting the Service would require a later date, then the Effective Date of this Pricing Schedule shall be in accordance with such rules. Any Attachment(s) to this Pricing Schedule which references this Pricing Schedule will be governed by the terms and conditions of this Pricing Schedule and incorporated by reference herein.

Customer agrees to purchase ISDN PRI Service in the quantities and according to the prices and terms and conditions set forth in this Pricing Schedule (including the terms and conditions which are attached hereto and incorporated herein by reference), the Agreement, and any Attachments which may be executed contemporaneously or subsequently to the execution of this Pricing Schedule, and in the applicable Tariffs or Guidebooks. The following order of precedence applies to the documents comprising an agreement for ISDN PRI Service under this Pricing Schedule: (1) Attachment(s); (2) this Pricing Schedule; (3) any applicable Tariff(s) or Guidebook(s), and (4) the Agreement; except in Connecticut, where the order of precedence shall be: (1) any applicable Tariffs, (2) Attachment(s); (3) this Pricing Schedule, and (4) the Agreement. The Parties acknowledge and agree that this Pricing Schedule represents individual case pricing that is offered to Customer because of the unique or specialized conditions of the AT&T business services purchased by Customer, and, where required, that this Pricing Schedule will be filed with the state public utilities commission with competent jurisdiction over the service offering provided hereunder. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate(s) identified on each attachment as the Service Provider(s).

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:



AT&T ILEC
Integrated Services Digital Network Primary Rate Interface ("ISDN PRI")
Pricing Schedule Provided Pursuant to Custom Terms

The following terms and conditions apply to the Services subscribed to by Customer under this Pricing Schedule.

1. Definitions

"**Cutover**" is when the Service is first provisioned or otherwise available for Customer's use at any single Site pursuant to this Pricing Schedule.

"**Service Component**" means an individual component of a Service provided under this Pricing Schedule.

Tariffs, Guidebooks, and Price Lists. "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" and "Price Lists" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that may have been, but no longer are, filed with regulatory commissions. Any Price List will be referred to herein as a Guidebook. Tariffs, AT&T Guidebooks and Price Lists may be found at www.att.com/servicepublications.

2. Description of Service. The Services described below are provided solely by the AT&T entity identified on the Attachment and are not jointly provided with any other carrier. Service(s) are provided pursuant to the terms and conditions set forth in the appropriate Tariff or Guidebook.

A. Integrated Services Digital Network Primary Rate Interface ("ISDN PRI")

1. ISDN PRI is a digital business service that provides PBX equipment and host computer access to a wide variety of switched services. AT&T shall provide Service to Customer between the local AT&T serving central office and each circuit location address within the state(s) designated in the applicable Attachment. Integrated Services Digital Network (ISDN) PRI Service provides a multi-purpose high speed, multiplexed digital interface based on International Telecommunication Union (ITU) ISDN standards. ISDN PRI Service uses Primary Rate Interface (PRI) technology. Service is provided where facilities are available from Customer's premises to AT&T's CO via 1.544 Megabits per second (Mbps) DS1 transport facility circuit. This circuit provides circuit-switched voice and circuit-switched data services via central office (CO) termination. The CO termination connects by way of 23 64Kbps "B" channels and one 64Kbps "D" channel. The "D" channel performs out-of-band signaling and controls the "B" channels. The transmission characteristics of this Service support 64Kbps clear channel capability and Extended Superframe Format (ESF). ISDN PRI Service is provided under the following product names in these states as follows:

- a. ISDN Prime: Illinois, Indiana, Michigan, Ohio and Wisconsin
- b. Primary Rate ISDN - SmartTrunk@: Arkansas, Kansas, Missouri, Oklahoma and Texas
- c. Enhanced Multipath: Connecticut
- d. Primary Rate ISDN: California and Nevada
- e. BellSouth@ Primary Rate ISDN - Voice/Data Standard Service: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee

In California, Nevada, Illinois, Indiana, Michigan, Ohio and Wisconsin the rates and charges for the 1.544 Mbps DS1 circuit are in addition to those for the ISDN PRI termination, and will be provided as a separate rate element(s) within this Pricing Schedule. In Connecticut, Texas, Missouri, Arkansas, Oklahoma, Kansas, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee the rates and charges for the 1.544 Mbps DS1 circuit are included in the ISDN PRI termination rates.

2. **Calling Name ID - (Optional)** Allows the name of the calling party to be delivered to the called party. ISDN PRI Calling Name ID is provided under the following product names in these states as follows:
 - a. Calling Name ID: Illinois, Indiana, Michigan, Ohio and Wisconsin
 - b. Calling Name Delivery: California, Connecticut,
 - c. ISDN Calling Name Delivery: Nevada
 - d. ISDN PRI Calling Name Delivery Feature: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee
3. **Calling Line Identification, Calling Information Delivery ("Caller ID"):** (Optional) In Arkansas, Kansas, Missouri, Oklahoma and Texas, allows the telephone number and name (where technically capable) of the calling party to be delivered to the called party.
4. In Illinois, Indiana, Michigan, Ohio and Wisconsin, if Customer obtains the Service utilizing the Service Portability option, Customer's telephone number is ported to an ISDN capable switch designated by AT&T in order to provide the Service without a telephone number change. Special Assembly/Special Authority charges will be applicable to subsequent porting of the number back to Customer's serving central office.
5. The circuit location must be at a valid Customer premises address. A Customer premises address may not be a location at a carrier hotel or a co-location cage within an AT&T central office (CO).



6. **Use of Service.** Customer agrees that the Service will only be used to transport the voice and/or data traffic of Customer and its Affiliates, and not to originate or terminate voice traffic to bypass switched access charges as defined by applicable state and federal telecommunications law. Customer understands that this covenant is an essential part of the undertaking by AT&T herein, and that AT&T is relying upon Customer's covenant as an inducement to sell the Service. Customer agrees to compensate AT&T for any switched access charges that AT&T is obligated to pay, or entitled to collect, as a result of Customer's use of the Services, and Customer further agrees that this obligation to compensate AT&T shall not be capped or limited. *As used herein the term Switched Access, generally speaking, means the charges that a long distance company is required to pay to a local telecommunications company for the termination or origination of long distance calls to or from a customer whose phone is connected to the local telecommunications company's local switching network.*
- B. **1.544 MBPS High Capacity Digital Service Channels ("DS1 Service")** at location(s) designated on Attachments, if applicable. Applicable In California, Nevada, Illinois, Indiana, Michigan, Ohio and Wisconsin.
- C. **Telephone Numbers - Direct Inward Dialing, DID Service - ("DID numbers")** (Optional) is furnished subject to the availability of telephone numbers. Direct Inward Dialing telephone numbers are normally provided on a consecutive number basis. AT&T retains its rights to the administration and use of telephone numbers as described in the applicable General Exchange Tariff or Guidebook in sections pertaining to general rules and regulations. DID numbers must be provided on all lines in an exchange access line group arranged for inward service.
3. **Service Term.** For the Service(s) offered under this Pricing Schedule on the Attachment(s), the term for all Services on each Attachment shall begin on the later of (1) if the Attachment is for "New Install" as checked on Attachment, Cutover of the first Service at the first Customer Site which is estimated to be 30 days after the Effective Date, or (2) if the Attachment is for "Conversion from Month-to-Month" or "Renewal/Additional Service" as checked on the Attachment, the last date on which the Attachment is signed by a party as indicated in the signature block on the Attachment, or (3) the date of approval of the Attachment by an appropriate regulatory body, if regulatory approval is required for the Attachment for the Service(s) ("Cutover Date"), and will continue for the Service Term as listed on the Attachment. No rates or discounts under this Pricing Schedule or an applicable Attachment shall be applied prior to the Cutover Date. When an Attachment covers any Service for "New Install" as checked on the Attachment, all new Service purchased under the applicable Attachment must be ordered with a scheduled installation date not later than ninety (90) days after the Attachment Effective Date of the applicable Attachment. Upon the expiration of the Service Term of each Attachment, no rates or discounts provided under the Attachment will apply to such Service. For any Service provided under this Pricing Schedule, upon the expiration of the Service Term, Customer will have the option to either (a) cease using the Service(s) (which will require Customer to take all steps required by AT&T to terminate the Service(s)), or (b) continue using the Service(s) on a month-to-month service arrangement, during which the prices in the Pricing Schedule will automatically be changed to the then-current monthly extension rates (if any) or month-to-month rate specified in the applicable Tariff or Guidebook. After expiration of the Service Term, AT&T may modify rates, terms and conditions applicable to the Service(s) on thirty days' notice.

This Pricing Schedule will expire when Service(s) or Service Component(s) are no longer provided under this Pricing Schedule.

4. **Pricing.** The rates and charges stated in any Attachment to this Pricing Schedule are stabilized until the end of the applicable Service Term, and apply in lieu of the corresponding rates and charges set forth in the applicable Tariff or Guidebook. Except as otherwise provided herein, no other discount, promotion, credit or waiver set forth in a Tariff or Guidebook will apply. Prices in the Attachments to this Pricing Schedule are exclusive of, and Customer will pay, all current or future taxes, regulatory surcharges, recovery fees, shipping charges, and other similar charges specified or allowed by any governmental entity relating to the sale, use or provision of the Services.

5. **Termination for Convenience.** The following termination provisions are only applicable to Services provided pursuant to this Pricing Schedule.

If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins, Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

If Customer terminates Service(s) before expiration of the Service Term, in whole or in part, for any reason other than default by AT&T, or AT&T terminates for Customer's default, on or after the Cutover Date but before the scheduled completion of the Service Term, Customer shall pay a termination liability of an amount equal to (a) all unpaid non-recurring charges (excluding non-recurring charges that were waived or incorporated into the monthly recurring rates), (b) fifty percent (50%) of the recurring monthly charges rate for the terminated Service(s) as set forth in this Pricing Schedule, multiplied by the number of months remaining in the Service Term for the applicable Service at the point of termination, and (c) any unpaid special construction liabilities.



AT&T ILEC
Integrated Services Digital Network Primary Rate Interface ("ISDN PRI")
Pricing Schedule Provided Pursuant to Custom Terms

6. Tariff and Regulations.

This Pricing Schedule may be subject to the jurisdiction of a regulatory commission and will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, this Pricing Schedule will be deemed to be a separate agreement with respect to the Service offered in a particular jurisdiction.

AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Service pursuant to the terms and conditions in the Tariff or Guidebook, as modified by this Pricing Schedule and applicable Attachment(s). This Pricing Schedule and/or the applicable Attachment(s) may be filed with the appropriate state commission. If approval is required and not obtained, then this Pricing Schedule or the applicable Attachment(s) will immediately terminate, and Customer shall receive a refund of any non-recurring charge paid and pre-paid amounts for Service not received.

7. Moves and Changes. Except for California, for all moves and changes of any Service provided hereunder, Customer will pay the prevailing Tariff or Guidebook rates and charges. For California, for all moves and changes of the Service provided hereunder, Customer will pay the prevailing tariff non-recurring charge plus any non-recurring service costs, as established in AT&T's current Price Floor Filing (as required by Decision 94-09-065) at the time of installation, add, move or change.

8. Service Upgrade. Customer may upgrade the DS1 Service to a higher speed service provided by the same AT&T Service Provider as designated in the Attachment for the Service being upgraded (the "Upgraded Service") without incurring early termination charges; provided that the Upgraded Service is under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered in such Attachment and is installed between the same locations as the applicable DS1 Service. Non-recurring charges will apply to the Upgraded Service.

9. Severability. If any portion of this Pricing Schedule or any Attachment(s) is found to be invalid or unenforceable, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

<i>For internal use only</i>	
Program Code:	Choose One: <input checked="" type="checkbox"/> BIGE22 <input type="checkbox"/> SEU08

End of Document



AT&T ILEC BellSouth® Primary Rate ISDN ("Service")
AL, GA, FL, KY, LA, MS, NC, SC, TN
Service Agreement Provided Pursuant to Custom Terms

Customer ("Customer")	AT&T ("AT&T")
Town of Surfside 9293 Harding Ave Surfside FL 33154 USA	For purposes of this Service Agreement, AT&T means the Service Provider specifically identified herein.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Sales Contact
Name: Martin Sherwood Title: Finance Director Telephone: 305-861-4863 Fax: E-mail: msherwood@townofsurfsidefl.gov <u>Address for notices, if different from above:</u> 9293 Harding Ave Surfside FL 33154 USA	Account Rep Name: Melissa De Leon Title: Account Executive Telephone: 954-838-1857 Fax: Email: melissa.de.leon@att.com Street Address: 13450 W Sunrise Blvd, Suite 602 City: Sunrise State: FL Zip Code: 33323 <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Sales Contact	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase AT&T ILEC BellSouth® Primary Rate ISDN in the quantities and according to the prices and terms and conditions set forth in this Service Agreement ("Agreement") and in the applicable Tariffs and/or Guidebooks. In states where the state commission no longer requires a tariff for this Service, Customer agrees to purchase the Service in the quantities and according to the prices and terms and conditions of this Agreement and AT&T's Business Service Agreement (BSA). If there is a conflict between this document and the Tariff, Guidebook or BSA, this document will take priority. The Parties acknowledge and agree that this Agreement represents individual case pricing that is offered to Customer because of the unique or specialized conditions of the AT&T business services purchased by Customer, and, where required, that this Agreement will be filed with the state public utilities commission with competent jurisdiction over the service offering provided hereunder. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate identified below as the Service Provider. References to "Agreement" refer to this Agreement and any attachment attached hereto, and incorporated by reference herein.

This Agreement is effective on the date this Agreement is last signed, unless a later date is required by law or regulation, ("Effective Date") and shall remain in full force and effect for the Term of the Agreement as identified below.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:



AT&T ILEC BellSouth® Primary Rate ISDN ("Service")
AL, GA, FL, KY, LA, MS, NC, SC, TN
Service Agreement Provided Pursuant to Custom Terms

ORDER TYPE: This Agreement is for (Select one of the three check boxes):

- New Install** (Check this if no current PRI Service exists at this location, or if adding PRI(s) with its own contract term.)
- Conversion from Month-to-Month**
- Renewal/Additional Service** - This Agreement supersedes and replaces existing contract which expires approximately [Enter date existing contract for these services expires] without any liability for early termination charges for the following reason: (For Renewal/Additional Service, also check one of the boxes below.)
 - Current contract expires within 60 days after execution of this Agreement, and term for existing Service is being extended for the Term of this Agreement.
 - Customer requests additional PRI Service within the same state as the Service Provider checked below, and the term for the existing service is being converted to be coterminous with the Term of this Agreement and the following criteria are met: (i) the term remaining for existing service is equal to or less than the Term of this Agreement, (ii) the quantity of Service in this Agreement will be greater than the existing contract, and (iii) the Service Element rates in this Agreement are equal to or more than the rates of the existing Services.

SERVICE PROVIDER AND TARIFF, PRICE LIST, OR GUIDEBOOK: (Check only one. To purchase Service from more than one Provider/State, complete additional order form(s).)

<input type="checkbox"/> BellSouth Telecommunications, Inc. d/b/a AT&T Alabama - General Exchange Price List
<input checked="" type="checkbox"/> BellSouth Telecommunications, Inc. d/b/a AT&T Florida - General Subscriber Service Tariff
<input type="checkbox"/> BellSouth Telecommunications, Inc. d/b/a AT&T Georgia - General Exchange Price List
<input type="checkbox"/> BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky - General Exchange Price List
<input type="checkbox"/> BellSouth Telecommunications, Inc. d/b/a AT&T Louisiana - General Exchange Price List
<input type="checkbox"/> BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi - General Exchange Price List
<input type="checkbox"/> BellSouth Telecommunications, Inc. d/b/a AT&T North Carolina - General Exchange Price List
<input type="checkbox"/> BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina - General Exchange Price List
<input type="checkbox"/> BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee - General Subscriber Services Exempt Price List

ORDER INFORMATION:

- I. **Service:** BellSouth® Primary Rate ISDN - Voice/Data Standard Service
- II. **Service Term ("Term" or "Minimum Payment Period"):** For BIGE22 program Term 36 Months
 For SEU09 program Term Select
- III. **Existing Circuit ID(s)[#], if applicable:** IV. **Requested Installation Date:**
[#] (If multiple circuits exist, indicate above and attach on a separate page.)
- V. **Service Elements and Rates:** In the event that any extended or total amounts conflict with any per-unit rates in the table below, the per-unit rates shall control.
 - A. Services provided pursuant to terms and conditions of the Pricing Schedule:

Service Element / USOC	Quantity	Unit Monthly Recurring Charge (MRC)	Extended Monthly Recurring Charge (Quantity X MRC)	Non-recurring Charge (NRC)
PRI Interface / PR71V	1	\$222.00	\$222.00	\$0.00
Access Line / 1LD1E	1	\$100.00	\$100.00	\$0.00
B-Channels / PR7BV	23*	\$6.00	\$6.00	\$0.00
PRI Calling Name Delivery Feature ("Calling Name ID") / PR7CN	0	\$10.00	\$0.00	\$0.00
Per Telephone Number – DID (per "TN") ** / PR7TF (North Carolina PR7TG)	60	\$0.10	\$6.00	\$0.00
Total Charges:			\$466.00	\$0.00



AT&T ILEC BellSouth® Primary Rate ISDN ("Service")
AL, GA, FL, KY, LA, MS, NC, SC, TN
Service Agreement Provided Pursuant to Custom Terms

* Minimum B-Channel / PR7BV quantity is either 16 for BIGE22 program and 23 for SEU09 program.

** DID Numbers are not subject to termination for convenience charges identified in the Pricing Schedule

Non-recurring charges. For all installations completed during the Service Term, the monthly rate per Service Element as provided in Section V.A includes the non-recurring charge (or a portion thereof) to initially provision and install the Service.

B. Services provided pursuant to terms and conditions of the applicable Tariff(s)/Price List(s) on a month-to-month basis. Rates as listed below are provided herein for convenience only and do not supersede or modify the Tariff(s)/Price List(s) in any way. In the event a Tariff/Price List rate, provision, term or condition is changed in any way, the following shall be deemed modified at the same time to reflect that change.

Service Element / USOC	Quantity	Unit Monthly Recurring Charge (MRC)	Extended Monthly Recurring Charge (Quantity X MRC)	Non-recurring Charge
Interoffice Channel – each channel, fixed monthly rate / 1LN1A	0	\$0.00	\$0.00	\$0.00
Interoffice Channel – each channel, each airline mile or fraction thereof monthly rate / 1LN1B	0	\$22.00	\$0.00	\$0.00

Additional optional features are available per Tariff/Price Lists rates, terms and conditions.

VI. **Service Location Addresses and Quantity:** In accordance with the terms and conditions of this Agreement and the applicable Tariff or Guidebook, AT&T shall furnish and Customer shall subscribe to and pay for Service provided to Customer at the following locations in the State of Florida.

	Quantity of Circuits per location	Service Location – Street address	City
Location 1	1	9293 Harding Ave, Surfside, FL 33154	Surfside, FL
Location 2	0	Not Applicable	Not Applicable
Location 3	0	Not Applicable	Not Applicable
Location 4	0	Not Applicable	Not Applicable
Location 5	0	Not Applicable	Not Applicable

(If additional locations are included, please list on a separate page.)

VII. **TERMS AND CONDITIONS:** The Terms and Conditions for Service are attached hereto and incorporated herein by this reference.

For internal use only	
Billing Telephone Number for Existing service, if applicable:	
Program Code:	Choose One: <input checked="" type="checkbox"/> BIGE22 <input type="checkbox"/> SEU09



AT&T ILEC BellSouth® Primary Rate ISDN ("Service")
AL, GA, FL, KY, LA, MS, NC, SC, TN
Service Agreement Provided Pursuant to Custom Terms

TERMS AND CONDITIONS

The following terms and conditions apply to the Services subscribed to by Customer under this Agreement.

1. Definitions

"**Term Start Date**" is when the Service is first provisioned or otherwise available for Customer's use at any single Site pursuant to this Agreement.

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

Tariffs, Price Lists, Guidebooks and AT&T Business Service Agreement (BSA). "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "AT&T Business Service Agreement", "Guidebooks" and "Price Lists" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Any Price List will be referred to herein as a Guidebook. In some states, the "AT&T Guidebook" and "AT&T Business Service Agreement" constitutes the "Guidebook" applicable to the Service(s) and the AT&T Business Service Agreement and AT&T Guidebook shall be treated as a "Guidebook" for purposes of this Agreement. Tariffs, Price Lists, Guidebooks and the BSA can be found at www.att.com/servicepublications.

2. Description of Service. The Services described below are provided solely by the AT&T entity identified above and are not jointly provided with any other carrier. Service(s) are provided pursuant to the terms and conditions set forth in the appropriate Tariff, Guidebook, or BSA.

A. BellSouth® Primary Rate ISDN - Voice/Data Standard Service ("Service")

1. Primary Rate ISDN ("PRI") is a digital business service that provides PBX equipment and host computer access to a wide variety of switched services. AT&T shall provide Service to Customer between the local AT&T serving central office and each circuit location address within the state(s) designated in the applicable Attachment. Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Service provides a multi-purpose high speed, multiplexed digital interface based on International Telecommunication Union (ITU) ISDN standards. PRI Service uses Primary Rate Interface (PRI) technology. Service is provided where facilities are available from Customer's premises to AT&T's CO via 1.544 Megabits per second (Mbps) DS1 transport facility circuit. This circuit provides circuit-switched voice and circuit-switched data services via central office (CO) termination. The CO termination connects by way of 23 64Kbps "B" channels and one 64Kbps "D" channel. The "D" channel performs out-of-band signaling and controls the "B" channels. The transmission characteristics of this Service support 64Kbps clear channel capability and Extended Superframe Format (ESF).

2. **PRI Calling Name Delivery Feature** - (Optional) Allows the name of the calling party to be delivered to the called party.

3. The circuit location must be at a valid Customer premises address. A Customer premises address may not be a location at a carrier hotel or a co-location cage within an AT&T central office (CO).

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

B. Telephone Numbers - Direct Inward Dialing, DID Service - ("DID numbers" or "Service") (Optional) is furnished subject to the availability of telephone numbers. Direct Inward Dialing telephone numbers are normally provided on a consecutive number basis. AT&T retains its rights to the administration and use of telephone numbers as described in the applicable General Exchange Tariff or Guidebook in sections pertaining to general rules and regulations. DID numbers must be provided on all lines in an exchange access line group arranged for inward service.



AT&T ILEC BellSouth® Primary Rate ISDN ("Service")

AL, GA, FL, KY, LA, MS, NC, SC, TN

Service Agreement Provided Pursuant to Custom Terms

3. Term. For the Service(s) offered under this Agreement, the Term Start Date for all Services shall begin on the later of (1) if this Agreement is only for "New Install" as checked above, on the date when the first Service at the first Customer Site is installed and available for use by Customer pursuant to this Agreement, or (2) if this Agreement is for "Conversion from Month-to-Month" or "Renewal/Additional Service" as checked above, the last date on which this Agreement is signed by a party as indicated in the signature block above, or (3) the date of approval of this Agreement by an appropriate regulatory body, if regulatory approval is required for this Agreement for the Service(s), and will continue for the Term as selected by Customer above. No rates or discounts shall be applied prior to the Term Start Date. Upon the expiration of the Term, no rates or discounts provided under this Agreement will apply to such Service. For any Service provided under this Agreement, upon expiration of the Term, Customer will have the option to either (a) notify AT&T as per contract notice information on page 1 of this Agreement of Customer's desire to terminate the Service or (b) continue using the Service on a month-to-month basis until the Service is terminated by either party on thirty days' notice. Unless otherwise agreed by the parties in writing, during the month-to-month extension period following the expiration of this Agreement, the prices for the Service provided under this Agreement will automatically be the then-current month-to-month rates set forth in the applicable Tariff or Guidebook. After expiration of the Term of this Agreement, AT&T may modify rates, terms and conditions applicable to the Service(s) on thirty days' notice.

This Agreement will expire when Service(s) or Service Component(s) are no longer provided under this Agreement.

4. Pricing. The rates and charges stated in this Agreement are stabilized until the end of the Term of this Agreement, and apply in lieu of the corresponding rates and charges set forth in the applicable Tariff, Guidebook or Catalog. Except as otherwise provided herein, no other discount, promotion, credit or waiver set forth in a Tariff, Guidebook, Catalog or BSA will apply. Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, regulatory surcharges, recovery fees, and other similar charges specified or allowed by any governmental entity relating to the sale, use or provision of the Services.

5. Billing and Payments. Customer will pay AT&T the Monthly Charges and Non-recurring Charges set forth herein. Customer's obligation to pay for all Services will begin upon the Term Start Date. AT&T will invoice Customer for the Services on a monthly basis. AT&T may require Customer to tender a deposit if AT&T determines, in its reasonable judgment, that Customer is not creditworthy.

Payment is due within 30 days after the date of the invoice and must refer to the invoice number. Charges will be quoted and must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorney's fees. AT&T may charge late payment fees as specified in the applicable Tariff, Guidebook, Catalog or BSA, at the rate specified therein.

6. Termination for Convenience. The following termination provisions are only applicable to Services provided pursuant to this Agreement.

6.1. If Customer cancels this Agreement prior to the Term Start Date, Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination.

6.2. If Customer terminates Service(s) before expiration of the Term, in whole or in part, for any reason other than default by AT&T, or AT&T terminates for Customer's default, on or after the Term Start Date but before the scheduled completion of the Term, Customer shall pay a termination liability of an amount equal to (a) all unpaid non-recurring charges (excluding non-recurring charges that were waived or incorporated into the monthly recurring rates), (b) fifty percent (50%) of the recurring monthly charges rate for the terminated Service(s) as set forth in this Agreement, multiplied by the number of months remaining in the term for the applicable Service at the point of termination, and (c) any special construction liabilities. These charges shall become due and immediately payable upon termination.

7. Moves and Changes. For all moves and changes of any Service provided hereunder, Customer will pay the prevailing Tariff or Guidebook rates and charges.

8. Tariff and Regulations.

This Agreement may be subject to the jurisdiction of a regulatory commission and will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, this Agreement will be deemed to be a separate agreement with respect to the Service offered in a particular jurisdiction.



AT&T ILEC BellSouth® Primary Rate ISDN ("Service")
AL, GA, FL, KY, LA, MS, NC, SC, TN
Service Agreement Provided Pursuant to Custom Terms

AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Service pursuant to the terms and conditions in the applicable Tariff, Guidebook, Catalog or BSA. This Agreement may be filed with the appropriate state commission. If approval is required and not obtained, then this Agreement will immediately terminate, and Customer shall receive a refund of any non-recurring charge paid and pre-paid amounts for Service not received.

9. Publicity and Trademarks. Neither party may issue any public statements or announcements relating to the terms of this Agreement or the provision of Services without the prior written consent of the other party. Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10. Governing Law. This Agreement and any claims arising hereunder or related hereto, whether in contract or tort, shall be governed by the domestic laws of the State in which the Services are provided.

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

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

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

14. Confidentiality. This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

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

End of Document



LETTER OF AGENCY FOR ACCESS TO CURRENT PROVIDER TELEPHONE RECORDS

Customer/Account Business Name Town of Surfside
Customer Billing Name Town of Surfside
Customer Billing Address 9293 Harding Ave, Surfside, FL 33154
Customer/Account Number 305-861-4863

Attention: AT&T

I have on this date entered into an agreement with AT&T Telco1 and/or AT&T LD2, subsidiaries of AT&T Inc. to become our new telephone/circuit service provider. I understand and agree that AT&T Telco/and or AT&T LD is the carrier that will set the rates for our new telephone/circuit service.

Under the terms of this letter, I do hereby authorize AT&T Telco and/or AT&T LD to take the steps necessary to immediately access any and all records that are in AT&T Telco and/or AT&T LD possession, or that are provided by my current provider, or any other telephone/circuit service provider pertaining to my existing telephone and/or circuit service that are needed to discuss conversion to AT&T Telco and/or AT&T LD service. This Letter of Agency does not authorize AT&T Telco and/or AT&T LD to change my telephone/circuit service provider.

This authorization does not prevent our company from acting on its own behalf when it is necessary.

Customer indicates type of Migration by initialing in the applicable space below.

Full Migration Partial Migration

I understand and agree that for Full Migration, this authorization applies to the working telephone numbers and/or circuit numbers, together with related features, listed below: (Each individual working telephone number must be listed for a Full Migration.) For Partial Migration, this authorization only applies to the individual working telephone and/or circuit numbers, together with related features, that are listed below:

Horizontal lines for listing telephone and circuit numbers.

If additional space is needed to list telephone and/or circuit numbers, please attach a separate page. The person signing below must initial each additional page attached to this Letter of Agency.

1 "AT&T Telco" means the applicable local telephone company subsidiary of AT&T Inc.: Southwestern Bell Telephone Company doing business as one of the following AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and AT&T Texas; Pacific Bell Telephone Company d/b/a AT&T California; Nevada Bell Telephone Company d/b/a AT&T Nevada; Illinois Bell Telephone Company d/b/a AT&T Illinois; Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana; Michigan Bell Telephone Company d/b/a AT&T Michigan; The Ohio Bell Telephone Company d/b/a AT&T Ohio; Wisconsin Bell, Inc. d/b/a AT&T Wisconsin; The Southern New England Telephone Company d/b/a AT&T Connecticut; BellSouth Telecommunications, Inc. doing business as one of the following AT&T Southeast, AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee; AT&T Communications of the Southern States, LLC; TC Systems, Inc.; SBC Long Distance, LLC; or BellSouth Long Distance, Inc.

2 "AT&T LD" means: the applicable long distance company subsidiary of AT&T Inc.: SNET America, Inc. d/b/a AT&T Long Distance East, SBC Long Distance, LLC d/b/a AT&T Long Distance; or BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service, or TC Systems, Inc.



Subscribers selecting the electronic signature option agree: an electronic Letter of Agency shall for all legal purposes be considered a "writing"; any name or symbol of Subscriber affixed to or contained in the electronic Letter of Agency shall be deemed to be the Subscriber's valid signature expressing its intent to be bound; any electronic Letter of Agency shall be deemed to comply with any applicable state law governing electronic signatures, electronic writings and/or electronic records; any electronic Letter of Agency printed from files or records (including electronic files) obtained in a normal course of business shall be deemed an original and the admissibility thereof shall not be contested under any applicable best evidence rule or otherwise. Subscriber is solely responsible for taking all proper security and other procedures necessary to ensure that all transmissions of the electronic Letter of Agency are authorized and correct. AT&T Telco and/or AT&T LD is not responsible for any incorrect information contained in an electronic Letter of Agency (including, without limitation, any failure to receive an electronic Letter of Agency), and Subscriber is bound by any electronic Letter of Agency received by AT&T Telco and/or AT&T LD unless Subscriber notifies AT&T Telco and/or AT&T LD, in writing within five (5) days of the date of the signature that the signature is in error.

Subscriber understands that the signature or electronic signature below on this Letter of Agency constitutes the Subscriber's agreement under this Letter of Agency and the applicable tariffs; the signatory must have authority to commit the Subscriber to the Letter of Agency.

I certify that I have read and understand the above Letter of Agency. I further certify that I am at least 18 years of age and authorized to grant access to the records on the telephone and/or circuit numbers listed above.

SUBSCRIBER: (Full Legal Business Name) Town of Surfside	If mailing, mail to:
By: (Signature) (Customer completes)	If emailing, email form to:
Print Name (Customer completes) Martin Sherwood	Complete ONE of the following for identification. (Two forms are preferred.)
Title: (Customer completes) Finance Director	
Telephone Number of individual authorized to act on behalf of customer: 305-861-4863	Customer Date of Birth (MM/DD/YYYY):
If applicable, name of individual authorized to act for customer:	Customer Federal Employment Identification Number (EIN):
Relationship to customer:	Last 4 digits of Customer Social Security Number:
Date (Customer completes)	Customer Mother's Maiden Name:

For information regarding this change please contact: _____



LETTER OF AGENCY/AUTHORIZATION FOR CHANGE OF PROVIDERS

Customer/Account Business Name Town of Surfside
Customer Billing Name Town of Surfside
Customer Billing Address 9293 Harding Ave, Surfside, FL 33154
Customer/Account Number 305-861-4863

- I understand that I can only pre-subscribe to one local dial tone provider, one intraLATA ("in-state", Connecticut) toll provider and one interLATA ("out-of-state", Connecticut) long distance provider for each working telephone number that is billed to me.
I also understand that the primary inter-LATA ("out-of-state", Connecticut) long distance carrier may be different from the primary intra-LATA ("in-state", Connecticut) long distance carrier or primary local exchange carrier and that the primary intra-LATA ("in-state", Connecticut) long distance carrier may be different from the primary local exchange carrier.
I understand that AT&T Telco1 and/or AT&T LD2 may have different calling areas, rates and charges than my current telephone company, and I am willing to be billed accordingly.
I authorize AT&T Telco and/or AT&T LD to act as our agent to take the steps necessary to switch providers.

Customer indicates type of Migration by initialing in the applicable space below.

Full Migration Partial Migration

I understand and agree that for Full Migration, this authorization applies to the working telephone numbers and/or circuit numbers, together with related features, listed below: (Each individual working telephone number must be listed for a Full Migration.) For Partial Migration, this authorization only applies to the individual working telephone and/or circuit numbers, together with related features, that are listed below:

Blank lines for listing telephone numbers and circuit numbers.

If additional space is needed to list telephone and/or circuit numbers please attach a separate page. The person signing below must initial each additional page attached to this letter of agency/authorization.

(Required for Florida and Louisiana only: List Plan/Package Information)

Plan/Package/Service Name: A T & T Preferred Rate Plus, AT & T Account Codes

Plan/Package/Service Rate: (See Attached) AT & T Preferred Rate Plus, AT & T Account Codes

Terms and Conditions of Plan: (See Attached)

By initialing here and signing below, I authorize AT&T Telco to become my new local exchange carrier in place of my current telecommunications carrier. I authorize AT&T Telco to act as my agent to make this change happen and direct my current telecommunications carrier to work with AT&T Telco to make the change.

By initialing here and signing below, I authorize AT&T LD and/or AT&T Telco to become my new intra-LATA ("in-state", Connecticut) long distance carrier in place of my current telecommunications carrier. I authorize AT&T Telco

1 "AT&T Telco" means the applicable local telephone company subsidiary of AT&T Inc.: Southwestern Bell Telephone Company doing business as one of the following AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and AT&T Texas; Pacific Bell Telephone Company d/b/a AT&T California; Nevada Bell Telephone Company d/b/a AT&T Nevada; Illinois Bell Telephone Company d/b/a AT&T Illinois; Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana; Michigan Bell Telephone Company d/b/a AT&T Michigan; The Ohio Bell Telephone Company d/b/a AT&T Ohio; Wisconsin Bell, Inc. d/b/a AT&T Wisconsin; The Southern New England Telephone Company d/b/a AT&T Connecticut; BellSouth Telecommunications, Inc. doing business as one of the following AT&T Southeast, AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee; AT&T Communications of the Southern States, LLC; TC Systems, Inc.; SBC Long Distance, LLC; or BellSouth Long Distance, Inc.

2 "AT&T LD" means the applicable long distance company subsidiary of AT&T Inc.: TC Systems, Inc; SNET America, Inc. d/b/a AT&T Long Distance East; SBC Long Distance, LLC d/b/a AT&T Long Distance; or BellSouth Long Distance, Inc. doing business as one of the following AT&T Long Distance Service or BellSouth Long Distance Service, Inc.



and/or AT&T LD to act as my agent to make this change happen and direct my current telecommunications carrier to work with AT&T Telco and/or AT&T LD to make the change.

By initialing here and signing below, I authorize AT&T LD to become my new inter-LATA ("out-of-state", Connecticut) long distance carrier in place of my current telecommunications carrier. I authorize AT&T Telco and/or AT&T LD to act as my agent to make this change happen and direct my current telecommunications carrier to work with AT&T Telco and/or AT&T LD to make the change.

Subscribers selecting the electronic signature option agree: an electronic Letter of Agency/Authorization shall for all legal purposes be considered a "writing;" any name or symbol of Subscriber affixed to or contained in the electronic Letter of Agency/Authorization shall be deemed to be the Subscriber's valid signature expressing its intent to be bound; any electronic Letter of Agency/Authorization shall be deemed to comply with any applicable state law governing electronic signatures, electronic writings and/or electronic records; any electronic Letter of Agency/Authorization printed from files or records (including electronic files) obtained in a normal course of business shall be deemed an original and the admissibility thereof shall not be contested under any applicable best evidence rule or otherwise. Subscriber is solely responsible for taking all proper security and other procedures necessary to ensure that all transmissions of the electronic Letter of Agency/Authorization are authorized and correct. AT&T Telco and/or AT&T LD is not responsible for any incorrect information contained in an electronic Letter of Agency/Authorization (including, without limitation, any failure to receive an electronic Letter of Agency/Authorization), and Subscriber is bound by any electronic Letter of Agency/Authorization received by AT&T Telco and/or AT&T LD unless Subscriber notifies AT&T Telco and/or AT&T LD, in writing within five (5) days of the date of the signature that the signature is in error.

Subscriber understands that the signature or electronic signature below on this Letter of Agency/Authorization constitutes the Subscriber's agreement under this Letter of Agency/Authorization and the applicable tariffs; the signatory must have authority to commit the Subscriber to the Letter of Agency/Authorization.

I certify that I have read and understand the above Letter of Agency/Authorization. I further certify that I am at least 18 years of age and authorized to change companies for services to the telephone numbers listed above.

I understand that I may be required to pay a one time charge per line to switch providers. If I later wish to return to my current service provider, I may be required to pay a reconnection charge to that company. I understand that by signing this document I am authorizing a change in my current telecommunication provider.

SUBSCRIBER: (Full Legal Business Name) Town of Surfside	If mailing, mail to:
By: (Signature) (Customer completes)	If emailing, email form to:
Print Name (Customer completes) Martin Sherwood	Complete ONE of the following for identification.
Title (Customer completes) Finance Director	Customer Date of Birth (MM/DD/YYYY):
Telephone Number of individual authorized to act on behalf of customer:	Customer Federal Employment Identification Number (EIN):
If applicable, name of individual authorized to act for customer:	Last 4 digits of Customer Social Security Number:
Relationship to customer:	Customer Mother's Maiden Name:
Date (Customer completes)	

I understand that by signing this document I am authorizing a change in my current telecommunication provider.

For information regarding this change please contact: _____



Indiana Customers Only:

Indiana consumers have the right to file a complaint with the Consumer Affairs Division of the Indiana Utility Regulatory Commission if there is a dispute between parties.

Indiana Utility Regulatory Commission - Consumer Affairs Division
National City Center 101 West Washington Street, Suite 1500E
Indianapolis, IN 46204

Toll Free Complaint Line 1.800.851.4268 (Instate only)
1.317.232.2700 (local) 1.317.232.8556 (tty/tdd)



Check one (1) of the following:

- This Form is an order for new Service.
- This Form is a renewal of existing Service (and the Term shall restart for the new Term set forth herein).
- This Form adds Service to an additional Site(s).

AT&T Transactional Agreement Form
AT&T Managed Internet Services ("MIS") CSM No. CSM090331163453

Customer	AT&T
Town of Surfside Street Address: 9293 Harding Ave City: Surfside State/Province: Florida Zip Code: FL 33154 Country: U.S.A	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Martin Sherwood Title: Finance Director Street Address: 9293 Harding Ave City: Surfside State/Province: Florida Zip Code: FL 33154 Country: U.S.A Telephone: 305-861-4863 Ext: Fax: 305-861-1302 Email: msherwood@townofsurfsidefl.gov	Sales Contact Name: De Leon Melissa Street Address: 13450 W Sunrise Blvd 6Th Flr City: Sunrise State/Province: FL Country: USA Zip Code: 33323 Telephone: +1 (954) 838-1880 Fax: Email: Md918T@Att.Com Branch Manager: Candace Goudy Sales Strata: BCS Majors Sales Region: South East With a copy to: AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
	AT&T Authorized Agent Information (if applicable) Name: Street Address: City: State/Province: Country: Zip Code: Telephone: Fax: Email: Company Name: Agent Code:
Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name: Martin Sherwood	Name:
Title: Finance Director	Title:
Date:	Date:

PRICING SCHEDULE

MIS WITH MANAGED ROUTER
MIS WITH MANAGED ROUTER OPTION 2

This Pricing Schedule describes Customer's order and pricing for MIS Service ("Service" or "Services"). The pricing provided below reflects net rates with the applicable discount applied.

The pricing contained in this Pricing Schedule is valid only with respect to this order for the specific access bandwidth at such Site(s) and shall not apply to any other MIS service order(s) placed by the Customer.

TERM (check one)

36 Months from the Effective Date, commencing on the initial Service Activation Date, unless this Agreement/Attachment is replacing and superseding in its entirety the current AT&T MIS Commitment Form, in which case, the Term shall commence on the Effective Date.

INSTALLATION TYPE: Tele – Installation

INSTALLATION CHARGES: \$0 (100% discount applied)

PRICING FOR CUSTOMER'S ORDER FOR SERVICE:

Access Method	Speed	MIS Monthly Service Net Rate per Site	MIS w/ Managed Router Option 2 Monthly Service Net Rate per Site	Discount Applied
T-1	T-1			
2xT-1	3 Mbps	\$194.65	N/A	83%*
3xT-1	4.5 Mbps	\$237.15	N/A	83%
4xT-1	6 Mbps	\$262.65	N/A	83%
5xT-1	7.5 Mbps	\$401.20	N/A	83%
6xT-1	9 Mbps	\$441.15	N/A	83%
7xT-1	10.5 Mbps	\$475.15	N/A	83%
8xT-1	12 Mbps	\$521.90	N/A	83%

N/A = Not Available

ACCESS

Monthly Charge, per Site:

Local Access Mileage 0-25: \$265 per T-1 or per T-1 in an NxT-1 bundle

Local Access Mileage 0-50: \$265 per T-1 or per T-1 in an NxT-1 bundle (when AT&T is the Local Access Provider)

Local Access Mileage 51+ : \$475 per T-1 or per T-1 in an NxT-1 bundle (when AT&T is the Local Access Provider)

Please see the Service Guide, located at att.com/servicepublications, for additional access pricing outside of the aforementioned mileage bands and Local Access Provider designations.

ADDITIONAL CHARGES, PER SITE:

Unless Customer orders Class of Service, the following Class of Service installation and monthly charges will not apply.

Class of Service (CoS) Installation Charges: \$0 (100% discount applied)

Class of Service (CoS), Monthly Charges, per Site:

\$225.00

DNS SERVICES*:

Additional Primary DNS: \$100 (MRC, per DNS increment)

Additional Secondary DNS: \$100 (MRC, per DNS increment)

*Available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data. Customer must place any orders for DNS separately.

MOVES:

Moving Fee (during normal or standard operating hours, i.e. 8:00 a.m. to 5:00 p.m. Monday through Friday): \$1,000 per location

Additional Moving Fee: \$500 (surcharge if Move is outside standard operating hours)

SITE DETAILS FOR CUSTOMER'S ORDER FOR SERVICE :

Site No.	Site Address
1	9293 Harding Ave, Surfside, Florida, 33154
2	
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*Service(s) ordered contemporaneously with the execution of this Attachment

TERMS AND CONDITIONS

This Transactional Agreement Form ("Agreement" or "Attachment") between the customer named above ("Customer") and AT&T Corp. ("AT&T"), is effective when signed by both parties ("Effective Date"), and continues as long as Services are provided under this Agreement. If Customer wishes to renew Services or order additional Services, the parties must execute a new AT&T Transactional Agreement Form, AT&T Pricing Schedule, or &T Pricing Addendum for such Services.

The terms and conditions of the services and equipment that AT&T provides to Customer under this Agreement ("Services") are found in this document and in the: (i) Service Guide(s) found at att.com/servicepublications; and (ii) the Acceptable Use Policy ("AUP") found at att.com/aup. AT&T may modify the Service Guides or the AUP (collectively "Service Publications") at any time, and may direct Customer to websites other than listed above. The order of priority (descending) of the documents that make up this Agreement shall be this document; the AUP; and then the Service Guide.

An AT&T Affiliate or Customer Affiliate may sign a new Transactional Form Agreement, AT&T Pricing Schedule, or AT&T Pricing Addendum for the purposes of adding or renewing Services only, by referencing this Agreement in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will have their respective Affiliates comply with this Agreement. An "Affiliate" of a party is an entity that controls, is controlled by or is under common control with such party.

Services: AT&T will either provide or arrange to have its Affiliate provide Services to Customer under this Agreement, subject to availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services to third parties (excluding Customer's Affiliates) without AT&T's written consent. Customer will cause Users (anyone who uses or accesses any Services provided to Customer) to comply with this Agreement, and Customer is responsible for their use of any Services, unless expressly provided to the contrary in a Service Publication. Customer acknowledges that Services are provided over or accesses the Internet, and that Customer, its Affiliates and Users will comply with the AUP.

Customer will in a timely manner allow AT&T to access, or at Customer's expense obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Services. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).

Customer will ensure that the Site at which AT&T installs, maintains or provides Services is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Customer Site, AT&T may terminate the affected Service, or suspend performance until Customer removes the hazardous materials.

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

Prices and Taxes: The Pricing Schedule provides Customer's pricing for the Services. Prices in the Pricing Schedule are exclusive of, and Customer will pay, all current or future taxes, regulatory surcharges, recovery fees, shipping charges, and other similar charges specified or allowed by any governmental entity relating to the sale, use or provision of the Services.

Billing, Payments, and Deposits: Payment is due 30 days after the invoice date and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge (except to the extent applicable law or regulation requires otherwise). AT&T may charge a late fee for overdue payments at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law, plus all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require Customer to establish a deposit as a condition of providing Services. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies.

Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend Services, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately upon notice if Customer (i) commits a fraud upon AT&T, (ii) utilizes the Services to commit a fraud upon another party, (iii) unlawfully uses the Services, (iv) abuses or misuses AT&T's network or Services, or (v) interferes with another customer's use of AT&T's network or Services. Customer may terminate an affected Services for material breach by AT&T, and AT&T may terminate or suspend (and later terminate) an affected Services for material breach by Customer, if such breach is not cured within 30 days of notice. If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Services.

Notwithstanding the Term described herein, and unless applicable local law or regulation mandates otherwise, AT&T may discontinue providing the Services upon 12 months notice, or any Service Component upon 120 days' notice, but only where AT&T generally withdraws the Service or Service Component for similarly-situated customers. If any portion of the Services are terminated by Customer for convenience, or by AT&T for cause, before the end of the Term, Customer will be billed an early termination charge equal to 50% of the monthly charges for the terminated portion of the Services, for each month remaining in the term at the time of termination.

Disclaimer of Warranties and Liability: AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE CORRECTLY ROUTED OR COMPLETED (INCLUDING CALLS TO 911), OR WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY THE SERVICES, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA, OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS TO OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH HEREIN); FAILURE TO CORRECTLY ROUTE OR COMPLETE CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, NETWORK OR SYSTEMS.

TERMS AND CONDITIONS

Limitation of Liability: AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, SHALL IN NO EVENT EXCEED AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICES OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO: (I) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE; OR (II) SETTLEMENT, DEFENSE PAYMENT OBLIGATIONS UNDER THE "THIRD PARTY CLAIMS" PARAGRAPH.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise and whether damages were foreseeable. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

Third Party Claims: AT&T agrees at its expense to defend or settle any claim against Customer, its Affiliates, and its and their employees and directors, and to pay all compensatory damages finally awarded against such parties where the claim alleges that the Services infringe any patent, trademark, copyright, or trade secret, except where the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Services by Customer or third parties, or combinations of the Services with any services or products not provided by AT&T; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Services in violation of this Agreement. AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing, or failing that to terminate the Service without further liability to Customer.

Customer agrees at its expense to defend or settle any claim against AT&T, its Affiliates, and its and their employees, directors, subcontractors, and suppliers, and to pay all compensatory damages finally awarded against such parties where: (i) the claim alleges that the Services infringe any patent, trademark, copyright or trade secret, and falls within the exceptions under (i)-(iv) above; or (ii) the claim alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided with the Services.

Import/Export Control: Customer, not AT&T, is responsible for complying with import and export control laws, conventions and regulations for all equipment, software, or technical information Customer moves or transmits between countries using the Services.

Arbitration: All claims or disputes arising from this Agreement shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (subject to the requirements of the Federal Arbitration Act) and any judgment on any award rendered may be entered and enforced in any court having jurisdiction. The parties waive any right to trial by jury or to participate in or initiate class actions; if the parties cannot waive these rights, this entire section is null and void.

General Provisions: This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information without the prior written consent of the other, unless required by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. AT&T may (i) assign in whole or relevant part its rights and obligations under this Agreement to an Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two years after the cause of action arises. This Agreement does not provide any third party (including Users) any remedy, claim, liability, cause of action or other right or privilege. Regulated Services will be governed by the law and regulations applied by the regulatory commission having jurisdiction over the Services. Otherwise, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control. Any notice required or permitted under this Agreement must be in writing and addressed to the parties at the address set forth above. This Agreement constitutes the entire agreement between the parties concerning the Service provided under this Agreement and supersedes all other written or oral agreements. This Agreement will not be modified or supplemented by any written or oral statements, proposals, service descriptions or purchase order forms.