



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.16.

9/13/2022

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### **Subject:**

Approval of AT&T Addendum to the Incumbent Local Exchange Carrier (ILEC) Intrastate Pricing Schedule.

### **Fiscal Impact:**

None

### **Dept/Office:**

Public Safety Group: Emergency Management

### **Requested Action:**

It is requested that the Board of County Commissioners approve the addendum to AT&T ILEC Intrastate Pricing Schedule FL09-4148-07 for the County's Emergency 9-1-1 System and authorize the County Manager to sign the Pricing Schedule, subject to approval by the County Attorney's Office, Purchasing and Risk Management.

Futhermore, it is requested that the Board authorize the County Manager or his designee, to execute any additional changes, amendments, documents, administrative or budget change requests, subject to approval by the County Attorney's Office, Risk Management, and Purchasing.

### **Summary Explanation and Background:**

There is no change in the Price Schedule per end-user position in this addendum. The Price Schedule will be effective from 2022 to 2027, with an auto-renewal option to extend for additional one-year terms under the same terms and conditions.

The Board approved the current five-year Pricing Schedule in 2016 with a monthly cost of \$1,083.00 per end-user position per month for a total five-year cost of \$4,158,720.00.

In 2010 the Board approved an AT&T ILEC pricing schedule for the purchase, installation, and maintenance of hardware, software, and peripherals to facilitate Emergency 9-1-1 System call taking in the eleven Public Safety Answering Points (PSAPs).

In 2016 the Board approved transitioning to a hosted call handling solution provided by AT&T. This change offered the same services that the County purchased in 2010, but without the capital expense of owning the equipment. Additionally, the hosted solution afforded two dedicated AT&T technicians, certified to perform maintenance and repairs on the hardware, software, and peripherals.

Through software, hardware, and peripheral upgrades, the call handling system has remained robust and unflinching for seven years, with twenty-four-seven utilization by two hundred and thirty end-users processing over three hundred thousand calls per year. Furthermore, the technicians responding to any anomaly are not

only trained and certified to perform repairs and maintenance, but they are also proficient in the dynamics and customizations of the Brevard system.

**Clerk to the Board Instructions:**

Please have the County Manager sign and return the original to John Scott, Director, Emergency Management, 1746 Cedar Street, Rockledge, FL.

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## CONTRACT REVIEW AND APPROVAL FORM

### SECTION I - GENERAL INFORMATION

1. Contractor: AT&T Corp		2. Amount: \$4,600,000.00
3. Fund/Account #: 1380/285500/5340000	4. Department Name: Emergency Management	
5. Contract Description: Hosted 9-1-1 End User Equipment		
6. Contract Monitor: Heather Musolff	8. Contract Type:	
7. Dept/Office Director: Emergency Management/John Scott	SERVICES	
9. Type of Procurement: Sole / Single Source		

### SECTION II - REVIEW AND APPROVAL TO ADVERTISE

#### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

### SECTION III - REVIEW AND APPROVAL TO EXECUTE

#### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<div>Scott, John</div> <small>Digitally signed by Scott, John Date: 2022.08.29 15:26:35 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<div>Bowers, Mary</div> <small>Digitally signed by Bowers, Mary Date: 2022.09.07 10:35:16 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<div><i>Summer X Wyllie-Vill</i></div> <small>Digitally signed by Wyllie-Vill, Summer Date: 2022.09.07 08:30:27 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<div>Powers, Melissa</div> <small>Digitally signed by Powers, Melissa Date: 2022.09.02 15:40:45 -04'00'</small>

### SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<b>CM DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Kimberly.Powell@brevardclerk.us

September 14, 2022

**MEMORANDUM**

**TO:** John Scott, Emergency Management Director

**RE:** Item F.16., AT&T Addendum to the Incumbent Local Exchange Carrier (ILEC) Intrastate Pricing Schedule

The Board of County Commissioners, in regular session on September 13, 2022, approved and authorized the County Manager to execute Addendum to AT&T ILEC Intrastate pricing Schedule FL09-4148-07 for the County's Emergency 9-1-1 System, subject to approval by the County Attorney's Office, Purchasing, and Risk Management; and authorized the County Manager, or his designee, to execute any additional changes, amendments, documents, administrative, or budget change requests, subject to approval by the County Attorney's Office, Risk Management, and Purchasing. Enclosed is an executed Addendum.

**Upon execution by FDEP, please return a fully-executed Addendum to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

Encl. (1)

/tr

cc: Contracts Administration  
County Manager



## Addendum to AT&amp;T ILEC Intrastate Pricing Schedule

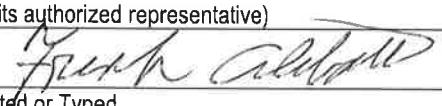
AT&amp;T MA Reference No. 110834UA

CUSTOMER ("Customer")	AT&T ("AT&T")
<b>BREVARD COUNTY</b> Street Address: 2725 JUDGE FRAN JAMIESON WAY City: VIERA State: FL Zip Code: 329406605  <u><b>Billing Address</b></u> Street Address: 2725 Judge Fran Jamieson City: Viera State: FL Zip Code: <b>32940</b>	For purposes of this Pricing Schedule, AT&T means the Service Provider specifically identified herein.
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and for Contract Notices
Name: Heather Musolff Title: 911 Director Telephone: 321-501-8731 Fax:  Email: Heather.musolff@brevardfl.gov Street Address: 2725 Judge Fran Jamieson WAY City: Viera State: FL Zip Code: 32940	Name: Jennifer Downs Title: Account Manager Telephone: 6018268116 Fax: Email: jd236u@att.com Attention: Assistant Vice President Street Address: 2180 Lake Blvd., 7 <sup>th</sup> Floor City: Atlanta State: GA Zip Code: 30319  <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

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

THE UNDERSIGNED PARTIES, AT&T Florida, ("Company") and Board of County Commissioners, Brevard County, Florida ("Customer"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Pricing Schedule FL09-4148-07. This Addendum is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved Guidebooks which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on:11/22/2022.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: 	By:
Printed or Typed Name: Frank Abbate	Printed or Typed Name:
Title: County Manager	Title:
Date: 09/13/2022	Date:

## AT&amp;T and Customer Confidential Information

Page 1 of 6

**Addendum to AT&T ILEC Intrastate Pricing Schedule****Service description:**

**Service:** An enhanced 9-1-1 ("E 9-1-1") Service provisioned by AT&T that utilizes AT&T Premises to house certain E 9-1-1 Call Handling Equipment for purposes of receiving and transporting E 9-1-1 calls from within a predetermined service area to authorized Public Safety Answering Points (PSAPs) identified by Customer. As part of the Service, AT&T will install Customer End User Equipment identified in the Statement of Work at Customer PSAP Sites; will train Customer's employees on the use of the Customer End User Equipment; and will test the Customer End User Equipment and verify that it is operating as designed. AT&T will also provision the necessary network elements (set forth below) required to deliver E 9-1-1 calls to the Customer PSAP Sites. AT&T will be responsible for the maintenance of the Equipment necessary to provision the Service.

**Maintenance:** As part of this agreement, AT&T will provide two (2) DEDICATED TECHNICIANS to be assigned to Brevard County FL. Each AT&T DEDICATED TECHNICIAN will be assigned for 2000 hours annually to provide routine maintenance and advanced technical support the AT&T VIPER 911 systems.

Each AT&T DEDICATED TECHNICIAN will be equipment manufacturer trained and certified to work on the VIPER 911 CPE and will stay current on manufacturer certification for the life of this agreement. These DEDICATED services will be available to the customer between normal business hours of 8am and 5pm Monday – Friday excluding Holidays. Additional technical resources will be pulled on "off hours" from the AT&T "on-call" pool of technicians. 24x7 coverage provided for critical maintenance issues.

This Addendum offers an extension to the service period to the Customer's existing E911 Public Safety Answering Point (PSAP) equipment and software.

This Addendum provides for a sixty (60) month service period from the acceptance of this Addendum by the Company. The service interval will be negotiated.

**AUTO RENEWAL:** The Pricing Schedule shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Pricing Schedule at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

All terms and conditions of Pricing Schedule FL09-4148-07 apply to this Addendum unless modified herein.

Upon mutual agreement of the parties, Customer may renew this Pricing Schedule to provide for an upgrade of the E911 equipment/service. An Upgrade is defined as a replacement of existing equipment to available newer technology at the time of the request.

**AT&T and Customer Confidential Information**

Page 2 of 6

**Addendum to AT&T ILEC Intrastate Pricing Schedule****RATES AND CHARGES**

The Service Components (aka Rate Elements), Non-Recurring Charges, Monthly Rates and USOCs for the Service provided under this agreement listed below.

Case Number	FL22-0721-00		
USOC Description	USOC	Unit Non-Recurring Charge	Unit Monthly Rate
WEENW - Infrastructure Capitalization Charge- Equipment	WEENW	\$25.00	\$ .00
WXX29 - Infrastructure Capitalization Charge Professional Services	WXX29	\$25.00	\$ .00
WXX2A - Infrastructure Capitalization Charge Professional Services	WXX2A	\$ .00	\$25.00
WXX44 - E911 Equipment - per position	WXX44	\$ .00	\$394.00
WXX45 - Software - per position	WXX45	\$ .00	\$22.00
WXX46 - Hardware Maintenance- per position	WXX46	\$ .00	\$295.00
WXX47 - Software Maintenance - per position	WXX47	\$ .00	\$84.00
WXX48 - SMA/Evergreen- per position	WXX48	\$ .00	\$209.00
WXX49 - Installation - per position	WXX49	\$ .00	\$79.00
WXX97 - Infrastructure Capitalization Charge- Equipment	WXX97	\$ .00	\$25.00
Rates and charges above are in addition to any tariff rates and charges that may apply.			

**AT&T and Customer Confidential Information**

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ROME ID: 1-IEZ2TAT  
RLR: 1286068 1 0 01/15/2023AT&T ILEC LEGACY SOUTHEAST v111321  
CT-Owner: rp506q 07/25/22

**Addendum to AT&T ILEC Intrastate Pricing Schedule**

1. The Customer must subscribe to additional elements set forth in this Agreement within the first twelve (12) months of acceptance of the Agreement. The addition of elements after the initial twelve (12) month period will require a new Special Service Arrangement.
2. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.
3. This Agreement does not cover the following:
  - damages caused by disasters such as fire, flood, wind, lightning, or earthquake.
  - damages caused by unauthorized disconnects or de-powering of the equipment.
  - damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
  - damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.
  - damage during shipment other than original shipment to the Customer.
  - damage caused by consumables or spilled liquids, impact with other objects.
  - damage caused by any other abuse, misuse, mishandling, misapplication.
  - damage caused by software viruses, however introduced. This Agreement does not include hardware or software replacement that may be required by the introduction of software viruses or lost data regardless of the cause.Company or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

Except as provided in Note 4 below, in addition, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

4. Hardware not provided by the Company will not be repaired, replaced or maintained by the Company even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the Company before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.
5. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T agreements.
6. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

**AT&T and Customer Confidential Information**

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ROME ID: 1-IEZ2TAT  
RLR: 1286068 1 0 01/15/2023

AT&T ILEC LEGACY SOUTHEAST v111321  
CT-Owner: rp506q 07/25/22



**Addendum to AT&T ILEC Intrastate Pricing Schedule****7. SPECIAL TERMS AND CONDITIONS FOR PSAP – LAN CONFIGURATIONS OR INSTALLATIONS**

CUSTOMER WARRANTS TO AT&T AND ALL 911 EMERGENCY SERVICE USERS THAT THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER, OR PREVIOUSLY SUPPLIED BY AT&T, IS NOT CONNECTED AND WILL NOT BE CONNECTED TO ANY LOCAL AREA NETWORK ("LAN") OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CRIME INFORMATION CENTER NETWORK ("CIC") OR SIMILAR NETWORK; PROVIDED, HOWEVER, THAT CUSTOMER MAY CONNECT SAID EQUIPMENT AND/OR SERVICES TO THE CIC OR SIMILAR NETWORK IF AND ONLY IF SUCH CONNECTION IS EXPRESSLY APPROVED IN WRITING BY AT&T, WHICH APPROVAL SHALL BE IN AT&T'S SOLE DISCRETION. AT&T RELIES ON THIS REPRESENTATION BY CUSTOMER IN AGREEING TO INSTALL AND/OR MAINTAIN SAID EQUIPMENT AND ALL SERVICES THEREON.

AT&T MAINTAINS A STRICT POLICY ("PSAP NETWORK SECURITY POLICY") THAT IT WILL INSTALL 911 EQUIPMENT ONLY IN A SECURE PSAP LAN, AND ONLY WHERE SUCH LANS ARE NOT CONNECTED TO ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL. AT&T WILL NOT INSTALL OR TERMINATE A PSAP LAN TO A FIREWALL. AT&T WILL IDENTIFY THE DEMARCATION POINT FOR THE PSAP LAN, BEYOND WHICH CUSTOMER AGREES THAT AT&T IS NOT RESPONSIBLE. IN THE EVENT CUSTOMER CONNECTS ITS PSAP LAN TO ANY OTHER COMPUTER NETWORK, CONTRARY TO AT&T'S EXPRESS PSAP NETWORK SECURITY POLICY (WHICH CUSTOMER ACKNOWLEDGES IT HAS RECEIVED AND READ), AND THE PSAP LAN IS INFECTED OR DAMAGED AS A RESULT OF SUCH ACTIONS, THEN ALL WARRANTIES, AND MAINTENANCE AND SERVICE PROVISIONS OF THIS AGREEMENT SHALL BE NULL AND VOID AND AT&T DISCLAIMS ANY LIABILITY WHATSOEVER RELATING TO ANY PSAP LAN WHICH CUSTOMER OR ITS AGENTS CONNECT TO ANY OTHER COMPUTER NETWORK CONTRARY TO THE PSAP NETWORK SECURITY POLICY.

UNDER SUCH CIRCUMSTANCES, AT&T WILL PROVIDE REPAIR SERVICES FOR THE PSAP LAN AT CUSTOMER'S REQUEST, WHICH WILL BE BILLED ON A TIME AND MATERIALS BASIS AT AT&T'S THEN-PREVAILING SERVICES RATES. CUSTOMER FURTHER AGREES TO INDEMNIFY AND HOLD AT&T HARMLESS FOR ANY DAMAGES TO OR CLAIMS BY ANY THIRD PARTY AGAINST AT&T WHICH ARISE IN WHOLE OR IN PART FROM CUSTOMER'S CONNECTION OF THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER TO ANY LAN OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CIC.

8. In the event that all or any part of this Agreement is terminated at the Customer's request prior to the expiration of the Agreement term, the Customer will be required to pay the applicable termination charge as stated in this Agreement. The Agreement provisions concerning termination liability shall be inapplicable to any state, county, parish, or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

1. a statute;
2. an ordinance;
3. a policy directive; or
4. a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental

**AT&T and Customer Confidential Information**

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**Addendum to AT&T ILEC Intrastate Pricing Schedule**

entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Absent any official statute, ordinance, policy directive, or constitutional provision, the Customer shall be responsible for the termination charge.

There are no other additions, deletions or changes to the above referenced Pricing Schedule included in this Addendum. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force and in effect.

All trademarks or service marks contained herein are the property of the respective owners.



AT&amp;T MA Reference No. \_\_\_\_\_

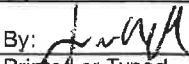
**AT&T HOSTED E 9-1-1 SERVICE  
Pricing Schedule**

<b>CUSTOMER ("Customer")</b>	<b>AT&amp;T ("AT&amp;T")</b>
<b>Board of County Commissioners, Brevard County, Florida</b>	<b>AT&amp;T Corp. on behalf of its service providing affiliate(s)</b>
<b>CUSTOMER Address</b>	<b>AT&amp;T Address</b>
Street Address: 2725 Judge Fran Jamieson Way City: Viera State: FL Zip Code: 32940  <b><u>Billing Address (if different)</u></b> Street Address: City: State: Zip Code:	<input type="checkbox"/> 2600 Camino Ramon, San Ramon, CA 94583 <input type="checkbox"/> 225 W. Randolph St., 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., 7 <sup>th</sup> Floor, Atlanta, GA 30319 <input type="checkbox"/> One AT&T Way, Bedminster, NJ 07921
<b>CUSTOMER Contact (for Contract Notices)</b>	<b>AT&amp;T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary Sales Contact</b>
Name: Deborah Sands Title: Director, 911 Telephone: 321-690-6846 Fax: Email: deborah.sands@brevardcounty.us	Name: Thomas Gill Street Address: 6021 S Rio Grande Ave City: Orlando State: FL Zip Code: 32809 Fax: na Email: thomas.gill@att.com  <b><u>With a copy to:</u></b> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com


This Pricing Schedule is part of the Agreement between AT&T and the Customer referenced above. This Pricing Schedule shall supersede and replace the AT&T ILEC Intrastate Pricing Schedule, Case No. FL09-4148-07 signed by Customer on July 10, 2010, such supersedure and replacement to occur upon first use of the Service, as described herein.

This Pricing Schedule consists of this Pricing Schedule and any Attachments hereto (e.g., Statement of Work ("SOW"); Scope of Work ("SCOW"); Inventory Schedule and Payment Terms; Bill of Material; Project Implementation Guide; Implementation Timeline; or Certificate of Acceptance) that currently, or may in the future, reference this Pricing Schedule. In the event of a conflict between this Pricing Schedule and any Attachments hereto, this Pricing Schedule shall take precedence.

**SERVICE:** An enhanced 9-1-1 ("E 9-1-1") Service provisioned by AT&T that utilizes AT&T Premises to house certain E 9-1-1 Call Handling Equipment for purposes of receiving and transporting E 9-1-1 calls from within a predetermined service area to authorized Public Safety Answering Points (PSAPs) identified by Customer. As part of the Service, AT&T will install Customer End User Equipment identified in the Statement of Work at Customer PSAP Sites; will train Customer's employees on the use of the Customer End User Equipment; and will test the Customer End User Equipment and verify that it is operating as designed. AT&T will also provision the necessary network elements (set forth below) required to deliver E 9-1-1 calls to the Customer PSAP Sites. AT&T will be responsible for the maintenance of the Equipment necessary to provision the Service.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:  Printed or Typed Name: Jim Barfield	By: Printed or Typed Name:
Title: Commissioner, Chair (District 2)	Title:
Date: 11/16/16	Date:

Reviewed for legal form and con



(Assistant) County Attorney



AT&T MA Reference No. \_\_\_\_\_

**SERVICE PROVIDER:** BellSouth Telecommunications, LLC dba AT&T Florida.

**TERM:** The Pricing Schedule Term shall begin on Cutover and continue for sixty months thereafter.

**AUTO RENEWAL:** The Pricing Schedule shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Pricing Schedule at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

**SERVICE COMPONENTS AND PRICING:** The following prices shall apply to the various Service Components offered as part of the Service. Any Service Components that are offered under an AT&T Tariff or Guidebook are offered under the terms and conditions set forth therein unless modified in this Pricing Schedule.

**Equipment and Maintenance:** The rates and charges for Equipment (consisting of Customer End User Equipment and Call Handling Equipment) and maintenance of the Equipment are as follows:

\$1,083.00 per PSAP seat (i.e., end user position) per month, as identified in the Addendum to Pricing Schedule.

**Transfer of Ownership:** Customer agrees to transfer ownership to AT&T of all call handling equipment and components identified in Attachment 1, Inventory, such transfer to be effective as of the Effective Date of this Pricing Schedule. AT&T has given consideration for such transfer in the prices provided for in this Pricing Schedule.

**Maintenance:** As part of this agreement, AT&T will provide two (2) DEDICATED TECHNICIANS to be assigned to Brevard County FL. Each AT&T DEDICATED TECHNICIAN will be assigned for 2000 hours annually to provide routine maintenance and advanced technical support the the AT&T VIPER 911 systems.

Each AT&T DEDICATED TECHNICIAN will be equipment manufacturer trained and certified to work on the VIPER 911 CPE and will stay current on manufacturer certification for the life of this agreement. These DEDICATED services will be available to the customer between normal business hours of 8am and 5pm Monday – Friday excluding Holidays. Additional technical resources will be pulled on "off hours" from the AT&T "on-call" pool of technicians. 24x7 coverage provided for critical maintenance issues.

#### RATES and CHARGES

Item #	Rate Elements	Non-Recurring	Monthly Rate
1	Infrastructure Capitalization Charge - Professional Services	\$100,000.00	\$0.00
2	Infrastructure Capitalization Charge - Professional Services	\$25.00	\$0.00
3	E911 Equipment - per position	\$0.00	\$394.00
4	Software - per position	\$0.00	\$22.00
5	Hardware Maintenance - per position	\$0.00	\$295.00
6	Software Maintenance - per position	\$0.00	\$84.00
7	SMA/Evergreen - per position	\$0.00	\$209.00
8	Installation - per position	\$0.00	\$79.00

**Network and Database Components.** Customer will order network and database components on terms and conditions set forth in the applicable AT&T Tariff or Guidebook.



## ADDITIONAL TERMS AND CONDITIONS

### 1. Definitions

**"AT&T E9-1-1 Hosted Service"** means the Service as described above, provided on the terms and conditions set forth herein.

**"AT&T Premises"** means an AT&T owned or operated facility specified in an Order where E9-1-1 Call Handling Equipment will be installed and certain elements of the Service are performed.

**"Call Handling Equipment"** means the equipment and Licensed Software that AT&T will acquire and install at AT&T Premise(s) for purpose of providing the Services to be provisioned under this Pricing Schedule.

**"Customer Premises"** means Customer's facility or location specified in an Order where the Equipment will be installed or Services performed. Customer Premises will be deemed Site(s) for purposes of the Agreement.

**"Cutover"** means (i) for a Service, when the Service is first provisioned or made available to Customer's use at any Site; and/or (ii) for Equipment, when it is delivered to a carrier for shipment, or if AT&T provides installation as part of the Services, then upon AT&T's installation of the Equipment and acceptance by Customer.

**"Customer End User Equipment"** means the equipment and Licensed Software that AT&T licenses or leases, as applicable, to Customer or for which AT&T provides Services as provided hereunder that is installed at a Site. Ownership of, and title to, Customer End User Equipment shall at all times remain with AT&T. Upon termination of this Pricing Schedule, AT&T shall have the right to repossess the Customer End User Equipment at a mutually agreeable date and time.

**"Equipment"** unless otherwise defined, means Customer End User Equipment and Call Handling Equipment.

**"Order"** means any purchase order issued by Customer for Equipment or Services that references this Pricing Schedule, is signed by Customer's authorized representative, and is accepted by AT&T. Orders will be deemed Attachments to this Pricing Schedule once accepted by AT&T.

**"PSAP"** means a Public Safety Answering Point. The location of a PSAP will be deemed a Site for purposes of the Agreement.

**"Statement of Work" or "SOW"** means the attached statement(s) of work and/or other ordering documents that describe materials and Services to be provided pursuant to this Pricing Schedule. On occasion, SOWs may be entitled Statement of Work (SOW), Scope of Work (SCOW) or Pre-Installation Guide (PIG).

### 2. Scope

AT&T will procure the Equipment and provision the Service as specified in this Pricing Schedule and any attachments hereto.

### 3. Customer End User Equipment; Delivery and Installation by AT&T

AT&T will deliver the Customer End User Equipment FOB destination prepaid. Customer acknowledges and agrees that AT&T's ability to provide Customer End User Equipment during the term of this Pricing Schedule is contingent upon the supply and delivery schedules of the Customer End User Equipment manufacturer(s). AT&T shall have no liability for delays in any delivery schedule. Customer End User Equipment is described in the SOW attached hereto.

### 4. AT&T Call Handling Equipment

AT&T shall have no liability for delays in any delivery schedule pertaining to AT&T Call Handling Equipment. AT&T is solely responsible for the installation of AT&T Call Handling Equipment.

### 5. Customer Responsibilities for Installation Services at Customer Premise(s)

AT&T's obligations under this Pricing Schedule and the timely fulfillment thereof, are contingent upon timely receipt from Customer of all reasonably necessary assistance and cooperation in all matters relating to this Pricing Schedule, including reasonable access to relevant personnel, records, information and facilities. Customer shall provide AT&T, in a timely fashion, with all information reasonably required for the performance of the Services by AT&T. Customer represents that all information presently known to be necessary to AT&T's understanding of the Services to be performed have been disclosed or provided to AT&T and Customer will keep AT&T timely informed of any new information which may be necessary to AT&T's understanding of the Services to be performed. Customer shall provide AT&T with reasonable access to the premises necessary for the performance of the Services required under this Pricing Schedule as more fully described in Section 3.1 of the Master Agreement. In the event of Customer's failure to perform its responsibilities hereunder, AT&T may, at AT&T's option, assume or fulfill any and/or all of Customer's responsibilities, directly or through contract with third par-

ties. In such instance, it shall be considered an increase in the scope of the Services. AT&T may charge Customer any and all charges incurred by AT&T due to Customer's failure to timely fulfill its obligations under this Section.

Notwithstanding any other part of this Pricing Schedule: (a) AT&T shall have the right to suspend performance or to pursue any other remedies provided for under the Agreement where Customer delays or fails to comply with this provision; and (b) where any of the measures described above are unreasonably expensive, Customer may request that AT&T suspend its performance until such time as an alternative remedy or course of performance is secured or agreed upon; provided, however, that AT&T may terminate this Pricing Schedule or an Order where any such suspension lasts longer than thirty (30) days.

#### **6. Invoicing and Payment Terms**

Invoices for all Customer End User Equipment and AT&T Call Handling Equipment will be issued upon Customer's Acceptance of the Services and Customer End User Equipment, as defined in Section 7 hereof, on a PSAP-by-PSAP basis. Invoices for maintenance Services will be issued pursuant to the terms of the Master Agreement.

#### **7. Initial Acceptance of Services and Customer End User Equipment**

On a PSAP-by-PSAP basis, Customer shall have a designated staff member on-site at the initial completion of Services and installation of the Customer End User Equipment to sign the acceptance document, acknowledging the Services were performed in accordance with the SOW and are complete as to each PSAP. If any installation Services are incomplete or nonconforming at the time of initial installation, Customer must provide written notice to AT&T identifying such installation Services within ten (10) business days of notice by AT&T of completion of said Services at a PSAP, or else Customer waives remedy. Upon written notification, AT&T will then have thirty (30) business days to re-perform or complete the nonconforming installation Services. If AT&T is unable to, or fails to, correct such nonconformance in all material respects, AT&T may, as AT&T's sole liability and Customer's sole remedy, refund to Customer all amounts paid by Customer for the nonconforming portion of the installation Services.

#### **8. Licensed Software**

Software is provided subject to the particular licensor's standard software license. The standard software license is a separate agreement between Customer and the licensor. Customer's assent to the terms and conditions of this Pricing Schedule binds Customer to the terms and conditions of the licensor's standard software license, as if the terms and conditions of the licensor's standard software agreement were fully set forth in this Pricing Schedule, and Customer shall comply with the terms and

conditions of the licensor's standard license and associated documentation.

#### **9. Limited Warranty, Limitation of Liability and Limitation of Remedy.**

**In addition to any similar protections set forth under the Master Agreement, the following provisions apply to Services and Equipment offered under this Pricing Schedule:**

##### **9.1 WARRANTIES.**

**Equipment.** The Equipment will be provided to Customer on an "As Is" basis. (i) AT&T DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, TITLE< NON-INFRINGEMENT, OR ARISING BY VIRTUE OF USAGE OF TRADE). (ii) AT&T WILL NOT HAVE ANY OBLIGATION OR BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCOMFORMITY IN ANY EQUIPMENT OR ANY OF THE SERVICES. AT&T DOES NOT WARRANT THAT THE OPERATION OF EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE. AT&T HAS NO WARRANTY OBLIGATION FOR EQUIPMENT THAT CUSTOMER ACQUIRES THROUGH AT&T AND EQUIPMENT THAT IS NOT MANUFACTURED BY AT&T AND THAT DOES NOT BEAR AN AT&T LOGO OR COPYRIGHT NOTICE. Customer, not AT&T, is responsible for selecting Equipment to achieve its intended results and for promptly verifying that the Equipment performs as specified by the manufacturer or licensor.

**9.2 WORKMANSHIP WARRANTY**(a) The provision of Services and any deliverables under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains, as well as any standards set forth in any Attachments, including, but not limited to, any SOWs. No other warranties are provided by AT&T under this Pricing Schedule.

(b) **Further Disclaimer As To Information Provided by Customer.** The Services, as described herein and any Attachments, are based upon, among other things, information provided by CUSTOMER. IN THIS REGARD, AT&T MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED TO AT&T BY CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (I) NONE OF THE INFORMATION FURNISHED BY CUSTOMER IN CONNECTION WITH AT&T SERVICES AND/OR DELIVERABLES HAS BEEN INDEPENDENTLY VERIFIED BY AT&T AND (II) AT&T EXPRESSLY DISCLAIMS, AND WILL NOT BE SUBJECT TO, ANY LIABILITY WHICH MAY BE BASED ON SUCH INFORMATION, OR ANY ERRORS OR OMISSIONS IN SUCH INFORMATION, WHETHER OR NOT AT&T

KNEW OR SHOULD HAVE KNOWN OF ANY SUCH ERRORS OR OMISSIONS, OR WAS RESPONSIBLE FOR OR PARTICIPATED IN THEIR INCLUSION IN OR OMISSION FROM THE SERVICES AND/OR DELIVERABLES. If AT&T does become aware of any errors or omissions in information are made or provided by Customer, AT&T will promptly notify Customer, in writing, of such errors and omissions.

#### **10. Storage of Equipment**

AT&T and/or its designated subcontractors may store a reasonable amount of Equipment, materials, tools and other items necessary for the performance of the Services on a Site or in such other secure location(s) as Customer may designate, at no charge. Customer will take reasonable precautions to protect and maintain the integrity of any such items and will accept delivery of any such items delivered to Customer's Site when AT&T personnel are not available to accept delivery and place or direct the placement of such items on the Site or other secure location(s). In the event Customer accepts delivery of any items under this Pricing Schedule, Customer will promptly notify AT&T of the delivery and location of the items delivered.

#### **11. Amendments; Termination**

Customer will be charged for any additions, deletions or changes ("Change") in the Equipment and/or Services. If Customer desires a Change, Customer will notify AT&T by written request, and AT&T will provide Customer a revised Bill of Materials and/or Statement of Work reflecting the Equipment, Service and price changes shipping dates, Cutover dates and other terms. Any increase or decrease in the price occasioned by a Change will be added to/subtracted from the amount of Customer's invoice. After the Effective Date of this Pricing Schedule, any changes to an Order or SOW requested by Customer will be processed as a "Change Order". If AT&T does not receive the executed change documents within 30 (thirty) days, no changes will be made to the original document. This Pricing Schedule may be amended or modified only by written instrument signed by an authorized representative of each party.

If Customer changes the work schedule in a SOW or if compliance with such schedule becomes impractical, due to no fault of AT&T, AT&T reserves the right to reevaluate and amend the pricing for Equipment and Services or to submit change notice for any additional costs incurred as a consequence of such changes.

Either party may terminate this Agreement in whole or in part by giving the other party at least thirty (30) days' prior written notice and subject to termination charges as defined in Section 14. Either Party may terminate an Order or Change Order by giving the other Party written notice prior to Cutover. In the event Customer terminates an Order or Change Order: (i) prior to the date of delivery of any Equipment, Customer shall pay as a cancellation

fee, and not as a penalty, an amount equal to twenty percent (20%) of the total purchase price of the Equipment cancelled (and once Equipment is delivered to Customer, the relevant Order(s) may not be cancelled); and (ii) Customer shall be liable for an amount equal to fifty percent (50%) of the fees for Services for the remaining term of this Pricing Schedule (or any applicable Order) plus any non-recoverable costs including, but not limited to, amounts incurred by AT&T in connection with the provisioning of cancelled Equipment and Services. Upon termination, Customer agrees to pay all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any costs or expenses (including restocking fees) incurred by AT&T in connection with the performance of the Order. In the event the Customer terminates an Order or Change Order prior to Cutover, the Customer shall be liable for all expenses incurred by AT&T under that Order or Change. Upon termination, Customer agrees to pay AT&T all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any nonrecoverable restocking fees or other costs incurred by AT&T. Such payment will constitute a full and complete discharge of Customer's payment obligations. Termination will also constitute a full and complete discharge of AT&T's obligations. Any Order in progress or requested prior to the termination of this Pricing Schedule will be completed and Customer agree to pay AT&T for the Services performed and/or any Equipment delivered or installed under the Order.

Customer will only be liable for the charges incurred in connection with termination as described in this Section 11. Customer shall not be responsible for any other termination charges specified in the Master Agreement.

#### **12. Termination of Purchase Order; Suspension of Service**

Except as otherwise expressly provided in this Pricing Schedule, Order(s) may not be terminated, suspended or canceled unless: a) the other party is in material breach of or default under such Order, and such breach or default continues for a period of thirty (30) days after the giving of written notice by the party not in breach or default; or b) any federal, state or local governmental agency or regulatory body or a court or tribunal of competent jurisdiction renders or enters an order, ruling, regulation, directive, decree or judgment which restricts or prohibits either party from continuing, impairs either party's ability to continue, or makes impractical or unduly expensive either party's continuance under such Order or this Agreement.

#### **13. General Provisions**

AT&T is entitled to increased compensation and/or time for completion where AT&T encounters concealed physical conditions which differ materially from those indicated in any documents provided under this Agreement or otherwise represented by Customer, or latent physical conditions which differ materially from those ordinarily found to exist and generally recognized as inherent in the installation and/or maintenance activities

contemplated by this Pricing Schedule, where such conditions would materially interfere with, delay or increase cost of performance under this Pricing Schedule. All intellectual property in all Services and Equipment shall be the sole and exclusive property of AT&T or its suppliers.

**14. Termination Charges – Prior to Expiration of Term.**

If Customer cancels this Pricing Schedule at any time prior to the expiration of the Term set forth in this Pricing Schedule, Customer shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all remaining charges as a result of the minimum Service period agreed to by AT&T and Customer and set forth in this Pricing Schedule. By way of example, the following termination charges shall apply: Cancellation after 12 months - \$2,178,048.00, 24 months - \$1,633,536.00, 36 months - \$1,089,024.00, 48 months - \$544,512.00.



Name	Inventory #	Asset #	Asset Name	Serial #	Location	Year
E 911	2071366000	723383	NETCLOCK MASTER CLOCK MODEL #8182	474	PBPD	1997
E 911	0312194000	735000	MASTERCLOCK GPS 9283 NETCLOCK	1796	TPD	2008
E 911	0312195000	735001	MASTERCLOCK GPS 9283 NETCLOCK	1799	CPD	2008
E 911	0312196000	735002	MASTERCLOCK GPS 9283 NETCLOCK	1793	RPD	2008
E 911	0312197000	735003	MASTERCLOCK GPS 9283 NETCLOCK	1801	MPD	2008
E 911	0312198000	735004	MASTERCLOCK GPS 9283 NETCLOCK	CANNOT SEE	CBPD	2008
E 911	0312199000	735005	MASTERCLOCK GPS 9283 NETCLOCK	1796	IPD	2008
E 911	0312200000	735006	MASTERCLOCK GPS 9283 NETCLOCK	1797	SBPD	2008
E 911	0312201000	735007	MASTERCLOCK GPS 9283 NETCLOCK	1794	BCSO	2008
E 911	0312202000	735008	MASTERCLOCK GPS 9283 NETCLOCK	1805	IHBPDP	2008
E 911	0312203000	735009	MASTERCLOCK GPS 9283 NETCLOCK	1802	PBPD	2008
E 911	0312204000	735010	CLOCK WALL 4 TV400W NETCLOCK	CANNOT SEE	TPD	2008
E 911	0312205000	735011	CLOCK WALL 4 TV400W NETCLOCK	CANNOT SEE	CPD	2008
E 911	0312206000	735012	CLOCK WALL 4 TV400W NETCLOCK	CANNOT SEE	RPD	2008
E 911	0312207000	735013	CLOCK WALL 4 TV400W NETCLOCK	CANNOT SEE	BCFR	2008
E 911	0312208000	735014	CLOCK WALL 4 TV400W NETCLOCK	CANNOT SEE	MPD	2008
E 911	0312209000	735015	CLOCK WALL 4 TV400W NETCLOCK	CANNOT SEE	PBPD	2008
E 911	0312210000	735016	CLOCK WALL 4 TV400W NETCLOCK	CANNOT SEE	CBPD	2008
E 911	0312211000	735017	CLOCK WALL 4 TV400W NETCLOCK	CANNOT SEE	IPD	2008
E 911	0312212000	735018	CLOCK WALL 4 TV400W NETCLOCK	CANNOT SEE	SBPD	2008
E 911	0312213000	735019	CLOCK WALL 4 TV400W NETCLOCK	CANNOT SEE	BCSO	2008
E 911	0186280000	740615	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0411X07	BCSO	2012
E 911	0186281000	740616	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441X12	BCSO	2012
E 911	0186282000	740617	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441X0L	BCSO	2012
E 911	0186283000	740618	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441WZW	BCSO	2012
E 911	0186284000	740619	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441WZY	BCSO	2012
E 911	0186285000	740620	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441X03	BCSO	2012
E 911	0186286000	740621	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441X0J	BCSO	2012
E 911	0186287000	740622	COMPUTER DUAL POSITION ARBITRATOR DELL	2UA0441WZM	BCSO	2012
E 911	0186288000	740623	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441WZN	BCSO	2012
E 911	0186289000	740624	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441WZQ	BCSO	2012
E 911	0186290000	740625	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441XOB	BCSO	2012
E 911	0186291000	740626	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441XOO	BCSO	2012
E 911	0186292000	740627	COMPUTER DUAL POSITION ARBITRATOR HP	2UA04708LH	CPD	2012
E 911	0186293000	740628	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441XOF	CPD	2012
E 911	0186294000	740629	COMPUTER DUAL POSITION ARBITRATOR HP	2UA04708LQ	CPD	2012
E 911	0186295000	740630	COMPUTER DUAL POSITION ARBITRATOR HP	2UA047091M	CPD	2012
E 911	0186296000	740631	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441X08	CPD	2012
E 911	0186297000	740632	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0411X1K	CPD	2012
E 911	0186298000	740633	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441X17	RPD	2012
E 911	0186299000	740634	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441X18	RPD	2012
E 911	0186300000	740635	COMPUTER DUAL POSITION ARBITRATOR HP	2UA047091T	RPD	2012
E 911	0186301000	740636	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441XOD	RPD	2012
E 911	0186302000	740637	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441WZP	IPD	2012
E 911	0186303000	740638	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441X21	IPD	2012
E 911	0186304000	740639	COMPUTER DUAL POSITION ARBITRATOR HP	CAC04104KC	SBPD	2012
E 911	0186305000	740640	COMPUTER DUAL POSITION ARBITRATOR HP	CAC04104KJ	SBPD	2012
E 911	0186306000	740641	COMPUTER DUAL POSITION ARBITRATOR HP	CAC038006Z	TPD	2012
E 911	0186307000	740642	COMPUTER DUAL POSITION ARBITRATOR HP	2UAQ460857	TPD	2012

Name	Inventory #	Asset #	Asset Name	Serial #	Location	Year
E 911	0186308000	740643	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441X26	TPD	2012
E 911	0186309000	740644	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441XOG	TPD	2012
E 911	0186310000	740645	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441XOP	TPD	2012
E 911	0186311000	740646	COMPUTER DUAL POSITION ARBITRATOR HP	CAC03800GB	TPD	2012
E 911	0186312000	740647	COMPUTER DUAL POSITION ARBITRATOR HP	CAC03800GN	TPD	2012
E 911	0186313000	740648	COMPUTER DUAL POSITION ARBITRATOR HP	CAC03800GQ	TPD	2012
E 911	0186314000	740649	COMPUTER DUAL POSITION ARBITRATOR HP	2UA046086J	TPD	2012
E 911	0186315000	740650	COMPUTER DUAL POSITION ARBITRATOR HP	2UA04708M1	BCFR	2012
E 911	0186316000	740651	COMPUTER DUAL POSITION ARBITRATOR HP	CAC04104JM	BCFR	2012
E 911	0186317000	740652	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0470915	BCFR	2012
E 911	0186318000	740653	COMPUTER DUAL POSITION ARBITRATOR HP	CAC04104HP	BCFR	2012
E 911	0186319000	740654	COMPUTER DUAL POSITION ARBITRATOR HP	CAC04104HF	BCFR	2012
E 911	0186320000	740655	COMPUTER DUAL POSITION ARBITRATOR HP	CAC04104KF	BCFR	2012
E 911	0186321000	740656	COMPUTER DUAL POSITION ARBITRATOR HP	CAC04104KK	BCFR	2012
E 911	0186322000	740657	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441A02	CBPD	2012
E 911	0186323000	740658	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441XDQ	CBPD	2012
E 911	0186324000	740659	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441X18	CBPD	2012
E 911	0186325000	740660	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441X14	CBPD	2012
E 911	0186327000	740662	COMPUTER DUAL POSITION ARBITRATOR HP	CAC03800HK	IHBPDP	2012
E 911	0186328000	740663	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441WZT	IHBPDP	2012
E 911	0186329000	740664	COMPUTER DUAL POSITION ARBITRATOR HP	2UA047091V	IHBPDP	2012
E 911	0186330000	740665	COMPUTER DUAL POSITION ARBITRATOR HP	2UA047091R	PBPD	2012
E 911	0186331000	740666	COMPUTER DUAL POSITION ARBITRATOR HP	2UA047091K	PBPD	2012
E 911	0186332000	740667	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441X04	PBPD	2012
E 911	0186333000	740668	COMPUTER DUAL POSITION ARBITRATOR HP	2UA047091W	PBPD	2012
E 911	0186334000	740669	COMPUTER DUAL POSITION ARBITRATOR HP	2UA047091X	PBPD	2012
E 911	0186335000	740670	COMPUTER DUAL POSITION ARBITRATOR HP	2UA04706M2	PBPD	2012
E 911	0186336000	740671	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441X0W	PBPD	2012
E 911	0186337000	740672	COMPUTER DUAL POSITION ARBITRATOR HP	2UA047091Q	PBPD	2012
E 911	0186338000	740673	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441X06	MPD	2012
E 911	0186339000	740674	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441AU2	MPD	2012
E 911	0186340000	740675	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441MZK	MPD	2012
E 911	0186341000	740676	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441WZL	MPD	2012
E 911	0186342000	740677	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441X09	MPD	2012
E 911	0186343000	740678	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441X01	MPD	2012
E 911	0186344000	740679	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441X1T	MPD	2012
E 911	0186345000	740680	COMPUTER DUAL POSITION ARBITRATOR HP	2UA0441X10	MPD	2012
E 911	0187660000	840525	WORKSTATION CALL TAKER POSITION	In Box	911	2014
E 911	0187661000	840526	WORKSTATION CALL TAKER POSITION	In Box	911	2014
E 911	0187662000	840527	WORKSTATION CALL TAKER POSITION	In Box	911	2014
E 911	0187663000	840528	WORKSTATION CALL TAKER POSITION	In Box	911	2014
E 911	0187664000	840529	WORKSTATION CALL TAKER POSITION	In Box	MPD	2014
E 911	0187665000	840530	WORKSTATION CALL TAKER POSITION	In Box	MPD	2014
E 911	0187666000	840531	WORKSTATION CALL TAKER POSITION	In Box	MPD	2014
E 911	0187667000	840532	WORKSTATION CALL TAKER POSITION	In Box	MPD	2014
E 911	0187668000	840533	WORKSTATION CALL TAKER POSITION	In Box	MPD	2014
E 911	0187669000	840534	WORKSTATION CALL TAKER POSITION	In Box	MPD	2014
E 911	0187670000	840535	WORKSTATION CALL TAKER POSITION	In Box	MPD	2014
E 911	0187671000	840536	WORKSTATION CALL TAKER POSITION	In Box	MPD	2014
E 911	0187672000	840537	WORKSTATION CALL TAKER POSITION	In Box	CPD	2014
E 911	0187673000	840538	WORKSTATION CALL TAKER POSITION	In Box	CPD	2014

Name	Inventory #	Asset #	Asset Name	Serial #	Location	Year
E 911	0187674000	840539	WORKSTATION CALL TAKER POSITION	In Box	CPD	2014
E 911	0187675000	840540	WORKSTATION CALL TAKER POSITION	In Box	CPD	2014
E 911	0187676000	840541	WORKSTATION CALL TAKER POSITION	In Box	CPD	2014
E 911	0187677000	840542	WORKSTATION CALL TAKER POSITION	In Box	CPD	2014
E 911	0187678000	840543	WORKSTATION CALL TAKER POSITION	In Box	911	2014
E 911	0187679000	840544	WORKSTATION CALL TAKER POSITION	In Box	911	2014
E 911	0187680000	840545	WORKSTATION CALL TAKER POSITION	In Box	911	2014
E 911	0187681000	840546	WORKSTATION CALL TAKER POSITION	In Box	911	2014
E 911	0187682000	840547	WORKSTATION CALL TAKER POSITION	In Box	RPD	2014
E 911	0187683000	840548	WORKSTATION CALL TAKER POSITION	In Box	RPD	2014
E 911	0187684000	840549	WORKSTATION CALL TAKER POSITION	In Box	RPD	2014
E 911	0187685000	840550	WORKSTATION CALL TAKER POSITION	In Box	RPD	2014
E 911	0187686000	840551	WORKSTATION CALL TAKER POSITION	In Box	911	2014
E 911	0187687000	840552	WORKSTATION CALL TAKER POSITION	In Box	911	2014
E 911	0187688000	840556	WORKSTATION MOBILE E911	In Box	911	2014
E 911	0187689000	840557	WORKSTATION MOBILE E911	In Box	911	2014
E 911	0187690000	840558	WORKSTATION MOBILE E911	In Box	911	2014
E 911	0312481000	836216	911 VIPER SYSTEM POSITRON \$449,522.90	EOC	EOC	2011
E 911		836217	911 VIPER SYSTEM POSITRON \$449,522.90	IDC		2011
E 911		836218	911 VIPER SYSTEM POSITRON \$449,522.90	IDC		2011
E 911		839254	911 SYSTEM UPGRADE \$2,833,567.94			2013



20100716-0318

## AT&amp;T ILEC Intrastate Pricing Schedule

Case Number FL09-4148-07

AT&amp;T MA Reference No. 110834UA

<b>CUSTOMER ("Customer")</b>	<b>AT&amp;T ("AT&amp;T")</b>
<b>Board of County Commissioners, Brevard County, Florida</b> Street Address: 2725 Judge Fran Jamieson Way City: Viera State: FL Zip Code: 32940- <b>Billing Address</b> Street Address: 2725 Judge Fran Jamieson Way City: Viera State: FL Zip Code: 32940-	For purposes of this Pricing Schedule, AT&T means the Service Provider specifically identified herein.
<b>CUSTOMER Contact (for Contract Notices)</b>	<b>AT&amp;T Sales Contact Information and for Contract Notices</b>
Name: Deborah Sands Title: Director, 911 Telephone: 321-690-6846 Fax: - - Email: deborah.sands@brevardcounty.us Street Address: 2725 Judge Fran Jamieson Way City: Viera State: FL Zip Code: 32940-	Name: Silvia Diaz Title: Network Sales Consultant Telephone: 561-568-3975 Fax: - - Email: sd5805@att.com Street Address: 701 Northpoint pkwy suite 400 City: west palm beach State: FL Zip Code: 33407- With a copy to: AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
<b>AT&amp;T Authorized Agent or Representative Information (if applicable)</b>	
Name: Company Name: Agent Street Address: City: State: Zip Code: - Telephone: - - Fax: - - Email: Agent Code:	

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

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By: <i>Deborah A. Sands</i>	By: <i>Natasha J. Ball</i>
Printed or Typed Name: <i>Deborah A. Sands</i>	Printed or Typed Name: <i>Natasha J. Ball</i>
Title: <i>9-1-1 Coordinator</i>	Title: <i>Customer Contract Specialist</i>
Date: <i>7/13/10</i>	Date: <i>07/19/10</i>

Reviewed for legal form and content: *Assistant County Attorney*, 7/13/10  
 (Assistant) County Attorney

Page 1 of 20

AT&amp;T and Customer Confidential Information



## AT&T ILEC Intrastate Pricing Schedule

Case Number FL09-4148-07

1. **Scope.** Customer requests and AT&T agrees, subject to the terms and conditions herein, to provide the service described in this Pricing Schedule at the monthly and nonrecurring rates, charges, and conditions as described in this Pricing Schedule ("Service"). The rates, charges, and conditions described in this Pricing Schedule are binding upon AT&T and Customer for the duration of this Pricing Schedule. The Effective Date of this Pricing Schedule is the later of the signature dates above. The Pricing Schedule Term begins ("Term Start Date") (1) if this Pricing Schedule is only for new Service, on the date when the Service is installed and available for use by Customer pursuant to this Pricing Schedule, or (2) if this Pricing Schedule is for existing Service, on the Effective Date of this Pricing Schedule, and the Pricing Schedule terminates automatically at the end of the Pricing Schedule Term based on the number of months selected below.
2. **Additional Services.** AT&T agrees to provide Customer notice of any additional tariffed services required for the installation of the Service. Customer agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Customer.
3. **Regulatory Considerations.** This Pricing Schedule is subject to and controlled by the provisions of AT&T's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Pricing Schedule conflicts with the terms and conditions of AT&T's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. **Regulatory Approvals.** This Pricing Schedule may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by AT&T, this Pricing Schedule shall be null, void, and of no effect.
5. **Cancellation-Prior to Installation.** If Customer cancels this Pricing Schedule prior to the completed installation of the Service, but after the execution of this Pricing Schedule by Customer and AT&T, Customer shall pay all reasonable costs incurred in the implementation of this Pricing Schedule prior to receipt of written notice of cancellation by AT&T. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Pricing Schedule had been completed by AT&T.
6. **Termination-Prior to Expiration of Service Period.** If Customer cancels this Pricing Schedule at any time prior to the expiration of the Service period set forth in this Pricing Schedule, Customer shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all remaining charges as a result of the minimum Service period agreed to by the AT&T and Customer and set forth in this Pricing Schedule.
7. **Choice of Law.** This Pricing Schedule shall be construed in accordance with the laws of the State of Florida.
8. **Notices.** Except as otherwise provided in this Pricing Schedule, notices required to be given pursuant to this Pricing Schedule shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth above. Either party hereto may change the name and address to whom all notices or other documents required under this Pricing Schedule must be sent at any time by giving written notice to the other party.
9. **Assignment.** Customer may not assign its rights or obligations under this Pricing Schedule without the express written consent of AT&T and only pursuant to the conditions contained in the appropriate tariff.
10. **Severability.** In the event that one or more of the provisions contained in this Pricing Schedule or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Pricing Schedule shall continue in full force and effect.
11. **Merger Clause.** Customer acknowledges that Customer has read and understands this Pricing Schedule and agrees to be bound by its terms and conditions. Customer further agrees that this Pricing Schedule, and any orders, constitute the complete and exclusive statement of the Pricing Schedule between the parties, superseding all proposals,





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representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Pricing Schedule.

12. **Acceptance.** Acceptance of any order by AT&T is subject to AT&T credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the Customer's creditworthiness has significantly decreased, AT&T in its sole discretion reserves the right to cancel the order without liability or suspend the order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. **Taxes and Fees.** All charges are exclusive of applicable federal, state or local taxes and fees. AT&T may invoice and Customer agrees to pay to AT&T amounts equal to any taxes resulting from this Pricing Schedule or any activities hereunder including any and all sales and use taxes, duties, or review imposed or permitted by any authority, government, or governmental agency, exclusive of taxes on AT&T's net income. Customer will be responsible for any ad valorem, property, or other taxes assessable on equipment on or after delivery to the installation site.
14. **Risk of Loss or Damage.** All risk of loss or damage shall pass to Customer as to each item of equipment on the date of delivery to the Customer Service location.
15. **Security Interest.** Customer grants the AT&T a purchase money security interest in each item of equipment or software. Customer agrees to execute any documents that are reasonably requested by the AT&T to protect or perfect the AT&T's security interest.
16. **Software License.**
  - a) All software is and will remain the property of AT&T. AT&T, with respect to AT&T developed software and to the extent authorized under the supplier licenses, grants to Customer a personal, nontransferable and nonexclusive sublicense (without the right to further sublicense) to use the software, subject to the following terms and conditions.
  - b) Customer shall (i) use the software only in conjunction with the particular Service for which the software was initially furnished; (ii) use the software solely for Customer's internal business purposes; (iii) not reverse engineer, decompile, disassemble, reverse translate or otherwise translate the software into human readable form, nor reproduce the software except for archival purposes; (iv) return the software, together with all copies thereof, or with AT&T's written consent, destroy (or erase, if recorded on an erasable storage medium) the software when no longer needed or permitted for use with the Service for which the software was furnished; and (v) keep in confidence all information relating to software and treat such information as the exclusive property and trade secret of AT&T or such suppliers.
  - c) In addition to the above, where AT&T's suppliers require Customer to sign or otherwise agree to separate licensing provisions directly with the supplier, Customer shall comply with such licensing provisions.
17. **Changes in Customer Orders.** Changes to an order may only be made following agreement of Customer and AT&T to the change. Such change would not materially alter the original design, functionality or implementation date. Appropriate documentation will be required so that additions or deletions may be recorded and charges or credits issued. The Customer's ability to delete items from an order or to return equipment is subject to AT&T's ability to return the equipment to the manufacturer. Restocking, shipping and handling charges will be assessed with respect to any items deleted or returned.
  - a) **Shipping Expedites.** Unless otherwise agreed to by the parties in writing, AT&T will provide the software and hardware one hundred twenty (120) days from the date that this Pricing Schedule is effective. If requested by the Customer, AT&T will deliver the Service in less than one hundred twenty (120) days provided that the Customer pay reasonable expedite delivery charge that are incurred by AT&T. Notice of those charges will be provided after the required delivery date is determined by the Customer and the AT&T.
  - b) **Delivery Delays.** Customer agrees to reimburse AT&T for all out-of-pocket expenses incurred by AT&T if Service delivery is delayed by Customer. If the implementation is delayed, through no fault of the AT&T for ninety (90) days from planned implementation, the AT&T will have the option to revise the pricing to the then current rates and to collect all reasonable out of pocket costs for implementation delays, storage and lost margins from Customer.
  - c) **Additional equipment.** Customer acknowledges that the equipment requirements are based on the current information provided by the Customer and are the best estimate of Customer and AT&T. If additional equipment is required, AT&T will provide the equipment after the Customer's completion and AT&T's acceptance of a written change order, which will include any additional charges to Customer.



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- d) Customer acknowledges that it has reviewed the proposed configuration and the storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

### 18. Maintenance.

- a) If applicable, maintenance service commences at the earlier of the Service acceptance or the date that the Customer begins using the Service for its intended operational purpose. Maintenance may be provided via repair, replacement, or upgrade of defective equipment at AT&T's option. If on-site manufacturer service is required, it will be provided at AT&T's then current commercial rates.
- b) The initial term for maintenance shall be sixty (60) months unless otherwise stated on the Order. The initial term shall be automatically renewed for successive terms of one (1) year each at AT&T's then-current rates. Either party may elect not to renew maintenance service by giving the other party written notice at least thirty (30) days prior to the end of the then-current term.

### 19. Remedies and Damages Limitations.

- a) The following limitations of liability represent a material inducement to the parties to enter into this Pricing Schedule and to perform Orders at the stated price. If additional risks or undertakings were contemplated by AT&T, the additional risks or undertakings would have been reflected in an increased price. In contemplation of the price, Customer acknowledges that there is consideration for the limitation of damages and remedies set forth above and as follows.
- b) ANYTHING IN THIS PRICING SCHEDULE OR ANY OTHER DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, NEITHER AT&T, NOR ITS SUPPLIERS OR MANUFACTURERS, SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF DATA, TOLL FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE. THIS LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF STATUTORY OR OTHER LEGAL DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE, WHETHER OR NOT THEY OR AT&T HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DEFAULT OR BREACH OF ANY WARRANTY, EXPRESSED OR IMPLIED, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF EQUIPMENT OR REPERFORMANCE OF THE SERVICES AT AT&T'S EXPENSE OR RETURN OF THE DEPRECIATED AMOUNT PAID FOR THE EQUIPMENT OR SERVICE IF REPERFORMANCE, REPAIR OR REPLACEMENT IS NOT REASONABLY AVAILABLE.

- 20. Default by Customer. Upon any default by Customer under this Pricing Schedule, including the refusal to accept conforming equipment or Services, AT&T may exercise all remedies to which AT&T may be entitled at law or in equity, including specific performance. Additionally, AT&T may declare all sums due or to become due hereunder immediately due and payable, and AT&T shall be entitled to recover all collection costs incurred, including legal interest. In addition, for payments not received within thirty (30) days of the invoice date, a late fee not exceeding the lower of two percent (2%) per month or the maximum rate allowed by law shall be assessed on any past due invoice balance. AT&T shall not be obligated to perform Services hereunder if Customer is in default of any of its obligations under this Pricing Schedule for any Order. Upon Customer default, AT&T may suspend or cancel any outstanding, unfulfilled Orders without in any way affecting its rights under this Pricing Schedule. If AT&T elects to continue performing under any Order, AT&T's actions shall not constitute a waiver of any default by Customer.

- 21. Contingencies. AT&T shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of AT&T or of its subcontractors or suppliers. Such contingencies include, without limitation, war, civil disobedience, delay in transportation, failure by suppliers to deliver equipment, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.

### 22. Confidentiality.

- a) Except as set forth in this Section, or as otherwise expressly provided in this Pricing Schedule, each Party agrees that (a) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the



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- Services and (c) this Pricing Schedule, all associated contract documentation and correspondence, and the parties' rights and obligations hereunder (collectively, "Confidential Information"), will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Pricing Schedule. Each party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information. No Confidential Information will be disclosed by the recipient party without the prior written consent of the disclosing party; provided, however, that each party may disclose this Pricing Schedule and any disclosing party's Confidential Information to those who are employed or engaged by the recipient party, its agents or those of its affiliates who have a need to have access to such information in connection with their employment or engagement, provided the recipient party notifies such persons of the obligations set forth in this Section and such persons agree in writing to abide by such obligations.
- b) The obligations set forth in subsection 22.1 above will not prevent any party from disclosing information that belongs to such party or (a) is already known by the recipient party without an obligation of confidentiality other than under this Pricing Schedule, (b) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (c) is rightfully received from a third party, (d) is independently developed without use of the disclosing party's Confidential Information or (e) is disclosed without similar restrictions to a third party by the party owning the Confidential Information. If Confidential Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Confidential Information may be disclosed pursuant to such requirement so long as the party required to disclose the Confidential Information, to the extent possible, provides the disclosing party with timely prior written notice of such requirement and coordinates with the disclosing party in an effort to limit the nature and scope of such required disclosure. Upon written request at the expiration or termination of an Attachment or order, all documented Confidential Information (and all copies thereof) owned by the requesting party (if previously received by the terminating party) will be returned to the requesting party or will be destroyed, with written certification thereof being given to the requesting party. The provisions of this Section shall remain in effect during the term of the Pricing Schedule and shall survive the expiration or termination thereof for a period of four (4) years, provided that the obligations hereunder shall continue in effect for any Confidential Information for so long as it is a trade secret under applicable law.
23. **Beneficial Use.** Beneficial Use occurs when the Customer uses the Service or feature of the Service for its intended operational purpose (excluding training or testing) prior to the full completion of acceptance testing ("Beneficial Use"). Upon commencement of Beneficial Use by Customer, payment requirements will begin and the Customer shall assume responsibility for the use and operation of the Service. Customer may not commence Beneficial Use without AT&T's prior written authorization, which may be withheld in AT&T's reasonable discretion. AT&T is not liable for Service deficiencies that occur during unauthorized Beneficial Use. Customer acknowledges that service corrections and software changes can result in interruptions to normal system operations.
24. **Statement of Work.** Customer's installation of the Service will begin upon the development of a Statement of Work by Customer and AT&T.
25. **Warranty Period.** Unless expressly provided otherwise in this Pricing Schedule, Customer acknowledges that the Services do not include a warranty period and that billing for the Service will begin upon acceptance or Beneficial Use by the Customer.
26. This Pricing Schedule is not binding upon AT&T until executed by an authorized employee, partner, or agent of Customer and AT&T. This Pricing Schedule may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate AT&T organization, and incorporated into AT&T's mechanized system. The undersigned warrant and represent that the undersigned have the authority to bind Customer and AT&T to this Pricing Schedule.





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**Service Provider:** BellSouth Telecommunications, Inc. d/b/a AT&T Florida

**Offer Expiration:** This offer shall expire on: 9/2/2010.

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

**Service Description ("Service"):** Positron Public Safety Systems Corporation E911 Public Safety Answering Point (PSAP) equipment and software

**Pricing Schedule Term:** This Pricing Schedule provides for a Pricing Schedule Term and Minimum Payment Period of sixty (60) months. The Nonrecurring Charge is a one-time charge for Customer purchase and installation of the PSAP equipment and software. The Monthly Rate is for maintenance of the PSAP.

**Invoicing and Payment Terms:** Invoices for monthly recurring charges will be issued monthly upon Customer's Acceptance of the Services. Invoices for nonrecurring charges will be issued pursuant to the following schedule: contract signing 25%, system turn-up 50%, system acceptance 25%.

The service interval will be negotiated.

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	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	Nonrecurring Charge=Customer Purchase Positron ESINet Integration - per position	\$4,096.40	\$ .00	
2	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power MAP 2.00 Software for ESRI Data (Data not included) a) each (Note: Additional Monitors and Dual or Quad Video Card recommended)	\$4,908.00	\$31.00	W115K
3	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power MAP Base ESRI Editing Software a) each (Assumes a non-active position or Customer supplied computer will be used for map data editing)	\$2,610.00	\$19.00	W115M
4	Positron Site Survey a) Per site	\$3,053.00	\$ .00	W1173
5	Positron Power 911 Training - Travel Fee a) per occasion	\$1,592.00	\$ .00	W117A
6	Positron Power 911 Training - Living Expenses a) per day	\$255.00	\$ .00	W117B

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7	Positron Power 911 Calltaker Training, per Day, per Calltaker (minimum 4 people)	\$288.00	\$0.00	W117C
8	Positron Power 911 Training - Administrator - 2 days (Configurator Lite; Power MIS; Windows NT) a) per Administrator, each	\$2,623.00	\$0.00	W117G
9	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 19 inch LCD Monitor -Each	\$1,056.00	\$42.00	W117M
10	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron XDC Server Software -Each	\$2,588.00	\$9.00	W117Y
11	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron XDC Client License -Each	\$424.00	\$2.00	W117Z
12	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Monitor, 17 inch LCD -Each	\$897.00	\$36.00	W1105

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13	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 48 Volt Power Module (AC/DC Module), each	\$1,301.00	\$19.00	W11OB
14	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Dual Video Card a) each	\$150.00	\$2.00	W11YP
15	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power MAP Administrator Training -Per Day	\$2,025.00	\$ .00	W22CB
16	Positron Power MAP Calltaker Training, per Day, per Calltaker (minimum 4 people)	\$288.00	\$ .00	W22CC
17	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron VIPER Base System OP x 8T x OA a) each	\$100,433.00	\$1,448.00	W22K9
18	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron CAMA Gateway Shelf a) each	\$858.00	\$13.00	W22KB
19	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron CIM Card a) each	\$4,568.00	\$80.00	W22KC

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20	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 24 port switch with QoS a) each	\$1,104.00	\$23.00	W22KK
21	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Backroom Position Access License a) each	\$961.00	\$6.00	W22KL
22	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron VIPER Enabling Kit a) each	\$4,370.00	\$64.00	W22KO
23	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron IWS External Modem -Each	\$220.00	\$4.00	W22Q4
24	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron AIM Module -each	\$1,322.00	\$29.00	W22QB
25	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron AIM Module Spare -each	\$1,322.00	\$29.00	W22QD

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26	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Ground Bar, each	\$12.00	\$1.00
27	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 1U KVM/Monitor, each	\$4,134.00	\$74.00
28	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 8-Port Serial Expansion, each	\$1,275.00	\$23.00
29	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron IWS Type 1 Rack Server	\$8,498.00	\$150.00
30	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power 911 - Base System 16 to 30 Positions, each	\$22,453.00	\$340.00
31	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 146GB Drive for DL380 - Power 911, each	\$641.00	\$12.00
32	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power 911 Additional Position, each	\$14,656.00	\$179.00
33	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power 911 Add-On Recorder for Radio, each	\$513.00	\$10.00

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34	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power Supply (-48VDC)	\$1,372.00	\$25.00
35	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron High Capacity 48 Port Switch, each	\$9,207.00	\$165.00
36	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron ePrinter software, each	\$1,504.00	\$17.00
37	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Pictometry Interface, each	\$1,337.00	\$27.00
38	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 4 Port Serial Expansion, each	\$1,151.00	\$21.00
39	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron IWS External Programmable Keypads, each	\$187.00	\$4.00
40	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron KVM Extension Cables, each	\$67.00	\$2.00

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41	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Color Laser Printer, each	\$1,465.00	\$27.00
42	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Netclock Equipment, each	\$10,349.00	\$185.00
43	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Kaspersky Anti-Virus - Server, each	\$87.00	\$2.00
44	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Kaspersky Anti-Virus - Workstation, each	\$87.00	\$2.00
45	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power MAP Enterprise - Remote Client License, each	\$2,136.00	\$25.00
46	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power MIS Server Component (16-30 Positions), each	\$20,153.00	\$320.00
47	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 146GB Drive for DL380 - Power MIS, each	\$641.00	\$12.00
48	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power MIS Additional Data License, each	\$767.00	\$9.00





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## RATES AND CHARGES

49	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power MIS Advanced Reporting, each	\$820.00	\$10.00
50	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Regional MIS Server Component (16-30 positions), each	\$20,153.00	\$296.00
51	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 146GB Drive for DL380 - Regional MIS, each	\$641.00	\$12.00
52	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Regional MIS Additional Data License	\$767.00	\$9.00
53	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 4 Foot IT Cabinet, each	\$6,130.00	\$98.00
54	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron VIPER Media Kit, each	\$0.00	\$0.00
55	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron VIPER ACD	\$2,559.00	\$62.00

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56	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron VIPER Monitor - Base System, each	\$12,544.00	\$163.00
57	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Large Screen Display, each	\$5,825.00	\$104.00
58	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Dual Position Arbitrator, each	\$476.00	\$9.00
59	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 16-Port I/O Control Base System, each	\$1,367.00	\$25.00
60	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron I/O Control - per position	\$214.00	\$4.00
61	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power MAP - Enterprise GIS Validation, each	\$6,201.00	\$99.00
62	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power MAP Enterprise - Server License, each	\$12,816.00	\$148.00
63	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Central GIS Server, each	\$13,967.00	\$248.00

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64	Positron Power 911 Train the Trainer Training - per day	\$2,600.00	\$ .00
65	Positron Technical Training, per day	\$2,600.00	\$ .00
66	Nonrecurring Charge = Customer Purchase (includes installation) No Maintenance Included Positron 19 inch LCD Monitor -each	\$510.00	\$ .00
67	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Inter-Host SIP Communication Host License -each	\$21,359.00	\$52.00
68	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Workstation Computer -each	\$4,384.00	\$263.00
69	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power 911 Workstation UPS -each	\$1,407.00	\$4.00
70	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron UPS (Uninterruptible Power Supply) -each	\$2,247.00	\$176.00



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## RATES AND CHARGES

71	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Shelf for cabinet for keyboard and monitor -each	\$441.00	\$2.00
72	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron USB Mouse/keyboard kit for backroom	\$50.00	\$8.00
73	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Spares Metal Storage Cabinet -each	\$579.00	\$2.00
74	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Spectracom - Ethernet Time Server -each	\$1,847.00	\$147.00
75	Infrastructure Capitalization Charge - Equipment	\$100,000.00	\$0.00
76	Infrastructure Capitalization Charge - Equipment	\$25.00	\$0.00
77	Infrastructure Capitalization Charge - Professional Services	\$100,000.00	\$0.00



**AT&T ILEC Intrastate Pricing Schedule**

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Option 1 of 1

**RATES AND CHARGES**

78	Infrastructure Capitalization Charge - Professional Services	\$25.00	\$ .00
79	Contract Preparation Charge - Non-Regulated	\$423.00	\$ .00



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### RATES AND CHARGES

#### NOTES:

1. The Customer must subscribe to additional elements set forth in this Pricing Schedule within the first twelve (12) months of acceptance of the Pricing Schedule. The addition of elements after the initial twelve (12) month period will require a new Pricing Schedule.
2. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.
3. This Pricing Schedule does not cover the following:
  - damages caused by disasters such as fire, flood, wind, or earthquake.
  - damages caused by unauthorized disconnects or de-powering of the equipment.
  - damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
  - damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.
  - damage during shipment other than original shipment to the Customer.
  - damage caused by consumables or spilled liquids, impact with other objects.
  - damage caused by any other abuse, misuse, mishandling, misapplication.
  - damage caused by software viruses, however introduced. This Pricing Schedule does not include hardware or software replacement that may be required by the introduction of software viruses or lost data regardless of the cause. AT&T or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

Except as provided in Note 4 below, in addition, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the AT&T in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

4. AT&T will repair or replace equipment that is damaged by lightning strikes only if the Customer provides and maintains proper grounding and bonding of the equipment as specified in the E9-1-1-- PSAP Site Requirements (a document separate from this Pricing Schedule). Where improper grounding is found AT&T will repair or replace the damaged equipment on a time and materials basis at the Customer's expense.
5. Hardware not provided by the AT&T will not be repaired, replaced or maintained by the AT&T even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the AT&T before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.
6. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T Pricing Schedules.
7. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.
8. In the event that all or any part of this Pricing Schedule is terminated at the Customer's request prior to the expiration of the Pricing Schedule term, the Customer will be required to pay the applicable termination charge as stated in this Pricing



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Schedule. The Pricing Schedule provisions concerning termination liability shall be inapplicable to any state, county, or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

1. a statute;
2. an ordinance;
3. a policy directive; or
4. a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Absent any official statute, ordinance, policy directive, or constitutional provision, the Customer shall be responsible for the termination charge.

All trademarks or service marks contained herein are the property of the respective owners.

**END OF ARRANGEMENT AGREEMENT OPTION 1**