



## 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  <b>Billing Address</b> 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: <a href="mailto:mast@att.com">mast@att.com</a>

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:	Printed or Typed Name:
Title:	Title:
Date:	Date:

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#### 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.

**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.

<b>Case Number</b>	FL22-0721-00		
<b>USOC Description</b>	<b>USOC</b>	<b>Unit Non-Recurring Charge</b>	<b>Unit Monthly Rate</b>
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.			



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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.

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## **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

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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.