



Contract Service Arrangement Agreement

Case Number FL13-2437-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between AT&T Florida, ("Company") and Alachua County ("Customer" or "Subscriber"). This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company'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 and except as otherwise provided in Section 13 below, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. If Subscriber cancels this Agreement or a Service provided pursuant to this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff or stated elsewhere in this Agreement, termination charges



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are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Florida.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement 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 below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

AT&T Florida
Assistant Vice President
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

Subscriber

Alachua County
PO Box 1210
Gainesville, FL 32602-

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement 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 Agreement shall continue in full force and effect.
12. Acceptance of any order by Company is subject to Company 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, Company 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. Customer and Company acknowledge and agree that to the extent the Service provided under this Agreement is deregulated or de-tariffed by operation of law, regulation, or otherwise, all references in this Agreement to "BellSouth General Subscriber Services Tariff", "BellSouth tariffs", "BellSouth's lawfully filed tariffs", or any other reference to BellSouth's tariffs on file with the Public Service Commissioner(s) of the applicable state or states shall be deemed reference to the terms set forth in this Agreement, as well as the Service Descriptions and Price Lists and the BellSouth Service Agreement, all of which can be found at the link found at www.att.com/servicepublications, all incorporated herein by reference as if fully included herein. Customer agrees such deregulated or de-tariffed Service shall be provided in accordance with the terms and



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conditions set forth in this Agreement, the Service Descriptions and Price Lists for each applicable state or states and the BellSouth Service Agreement found at the link above. To the extent there exist any discrepancies or inconsistencies between the terms set forth in the body of this Agreement and those incorporated by reference, the terms and conditions set forth in the body of this Agreement shall govern.

14. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions including all terms set forth in the Service Descriptions and Price Lists found at www.att.com/servicepublications, as applicable. Customer further agrees that this Agreement and any attachments hereto, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties. The undersigned warrant and represent that they have the authority to bind Customer and Company to this Agreement.



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Offer Expiration: This offer shall expire on: 12/18/2013.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for BellSouth® Primary Rate ISDN - Voice/Data (Standard) service.

This Agreement provides for a twenty-four (24) month service period.

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



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

Accepted by:

Subscriber:
Alachua County

By: Mike Byerly
Authorized Signature

Printed Name: _____

Title: MIKE BYERLY, CHAIR

Date: 8/27/13

Company:
AT&T Florida

By: Denna Bryant-Johnson
Authorized Signature

Printed Name: Denna Bryant-Johnson

Title: Customer Contracts Specialist

Date: 17 Sep 2013

ATTEST
J. K. IRBY
J. K. IRBY, CLERK

APPROVED AS TO FORM
[Signature]
ALACHUA COUNTY ATTORNEY

**Contract Service Arrangement Agreement**Case Number FL13-2437-00
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	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN, Access Line, -Each (Provisioning USOC Only)	\$.00	\$.00	1LD1E
2	BellSouth® Primary Rate ISDN, Interface, -Each - Voice/Data (Standard) (Provisioning USOC Only)	\$.00	\$.00	PR71V
3	BellSouth® Primary Rate ISDN, B-Channel, -Each - Voice/Data (Standard) (Provisioning USOC Only)	\$.00	\$.00	PR7BV
4	BellSouth® Primary Rate ISDN, D-Channel - No Rate (Provisioning USOC)	\$.00	\$.00	PR7EX
5	BellSouth® Primary Rate ISDN, Telephone Numbers for Flat Rate Voice/Data, -Per telephone number requested inward and 2-way	\$.00	\$0.20	PR7TF
6	Flat Rate Primary Rate ISDN (1- 1LD1E,1-PR71V,23-PR7BV)	\$.00	\$500.00	WDDKR



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RATES AND CHARGES

NOTES:

1. All rules and regulations for BellSouth® Primary Rate ISDN service as set forth in the General Subscriber Services Tariff (GSST) are applicable to this Agreement with the exception that volume discounts as outlined in the tariff do not apply. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.

2. Apply five End User Common Line Charges for each Primary Rate Interface.

3. The following nonrecurring charges will not apply upon initial installation. However, if all or any part of the service is disconnected prior to the expiration of the selected term, then Customer will pay full nonrecurring charges that were waived at initial installation as identified below in addition to applicable termination liability charges:

USOC	Description	Nonrecurring Charge	
ILD1E	Access Line	\$875.00	each
PR71V	Interface	\$110.00	each
PR7BV	B-Channel	\$5.00	each

Furthermore, upon Customer's request to disconnect all service prior to the expiration of the selected term, Customer will be charged a one-time Contract Preparation Charge in the amount of \$423.00.

4. EARLY TERMINATION

If Customer migrates an AT&T ILEC PRI Service or Service Component, including DS1 used as transport for AT&T ILEC PRI Service (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service, then AT&T will waive the Early Termination Charge directly resulting from terminating the Terminated ILEC Service if:

- (a) the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- (b) the Minimum Payment Period for the replacement AT&T BVoIP Service is equal to or greater than the remaining commitment for the Terminated ILEC Service;
- (c) the replacement AT&T BVoIP Service is installed at the same Customer sites as the Terminated ILEC Service; and
- (d) activation of the replacement AT&T BVoIP service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

The foregoing shall not apply to Services provided by the AT&T ILEC affiliate in Connecticut.

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.

END OF ARRANGEMENT AGREEMENT OPTION 1



Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

August 27, 2013 Regular BoCC Meeting
Agenda Item #26

Title

ATT Contract Services Agreement Renewal (Amended)

Amount

\$62,000 per year

Description

ATT Contract Services Agreement Renewal with new pricing schedule.

Recommendation

Approve the renewal of the ATT Contract Services Agreement that provides County telephone services for an additional two years for a total saving of \$15,876 per year.

Alternative(s)

Provide direction to staff.

Requested By

Allen Torres

Originating Department

Information and Telecommunication Services

Attachment(s) Description

Contract Service Arrangement Agreement

Documents Requiring Action

Contract Service Arrangement Agreement

Executive Summary

This Contract Service Agreement replaces the existing AT&T contract for County telephone services. A new pricing schedule has been negotiated for a total savings of \$15,876 per year.

Background

AT&T provides Alachua County with Primary Rate ISDN service. This service provides access from the County's telephone systems to the public telephone network outside the County. This new agreement is for a two year service agreement.

Issues

A new pricing schedule has been negotiated for a total savings of \$15,876 per year.

Fiscal Recommendation

Approve the contract renewal.

Fiscal Alternative(s)

N/A

Funding Sources

Telephone Fund

Account Code(s)
504-1601-369.90-50

Attachment: ATT Final.pdf