



AT&T ILEC Intrastate Pricing Schedule

Case Number FL11-2476-08

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, LLC, d/b/a AT&T Florida, ("Company") and City of Hollywood ("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. (a) 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, except as stated herein and in Paragraph 15 below. Unless otherwise specified by the



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tariff or stated elsewhere in this Agreement, termination charges 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.

The provisions concerning liability for early termination charges only shall not be applicable to Subscriber when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body, a statute, an ordinance, a policy directive or 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, Subscriber may cancel the Service without additional payment obligation. Provided, however, that if Subscriber cancels the Service for any reason, other than unavailability of funds or material breach by Company, the early termination liability provisions in the term and conditions shall apply.

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services 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

BellSouth Telecommunications, LLC d/b/a AT&T Florida
Assistant Vice President
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

Subscriber

City of Hollywood
2600 Hollywood Blvd
Hollywood, FL 33020-

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 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.
15. Non-appropriation clause. In addition to the provision set forth in Paragraph 7 (a) regarding termination charges, in the event no funds or insufficient funds are appropriated and budgeted and funds are otherwise unavailable by any means whatsoever in any fiscal period for which monthly service payments are due under this agreement, then the Subscriber will, not less than sixty (60) days prior to the beginning of such applicable fiscal period, notify the Company or its assignee in writing of such occurrence, and the affected Agreement shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to Subscriber of any kind whatsoever, except as to the portions of monthly service payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.



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Offer Expiration: This offer shall expire on: 2/29/2012.

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 and MegaLink service.

The Agreement is for thirty-six (36) months contingent upon an annual appropriation of funds for this purpose. The Pricing Schedule Term begins upon the installation and availability of the Service(s) to the Customer.

Upon mutual agreement by both parties and contingent upon Subscribers City Commission approval, this agreement may be extended for additional one-year terms under the same terms and conditions contingent upon customer providing to Company a written request to extend the Agreement at least sixty (60) days prior to the expiration of the initial term.

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:
City of Hollywood

By: 
Authorized Signature

Peter Bober

Printed Name: _____

Mayor

Approved by: 
Matthew Lalla, Director of Finance & Information
Technology

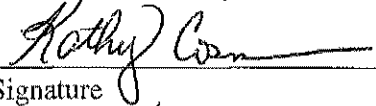
Approved as to Form & Legality for the Use and
Reliance of the City of Hollywood, Florida, only

 on
Jeffrey P. Sheffel, City Attorney

Title: _____

Date: 2/21/12

Company:
BellSouth Telecommunications, LLC d/b/a AT&T Florida

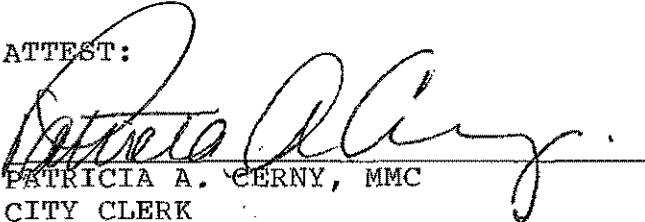
By: 
Authorized Signature

Printed Name: Kathy Cosman

Title: CCS

Date: 1-25-12

ATTEST:


PATRICIA A. CERNY, MMC
CITY CLERK

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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)	\$.00	\$.00	1LD1E
2	BellSouth® Primary Rate ISDN, Interface, -Each - Voice/Data (Standard) (Provisioning)	\$.00	\$.00	PR71V
3	BellSouth® Primary Rate ISDN, B-Channel, -Each - Voice/Data (Standard) (Provisioning)	\$.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	\$530.00	WDDKR
7	Optional Calling Plan, Extended Local Calling Plan, 15,000 Minutes Per Month Plan, Per Plan -Overage rate of \$.039 per minute of use (Minimum of 17 B-Channels per PRI required.)	\$.00	\$50.00	OCWFE



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8	MegaLink® service, Digital Local Channel, first 1/2 mile	\$.00	\$75.00	1LDPZ
9	MegaLink® service, Digital Local Channel, each additional 1/2 mile	\$.00	\$17.60	1LDPA
10	Clear channel capability, extended superframe format, at initial installation	\$.00	\$.00	CCOEF
11	MegaLink® Service Establishment Charge, per entire MegaLink®	\$.00	\$.00	MGLSE
12	MegaLink® service, premises visit, per visit	\$.00	\$.00	MGLPV



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RATES AND CHARGES

NOTES:

1. Extended Local Calling Plan is an optional service designed to provide intraLATA long distance/toll calling for business customers via a monthly rate for a fixed number of long distance/toll minutes for all calls that are dialed to exchanges within the LATA, but outside the Local Calling Area (LCA) as defined in Section A3 of the General Subscriber Services Tariff.

a. The Extended Local Calling Plan accumulates intraLATA minutes within the same state Revenue Accounting Office (RAO) from single earning numbers/locations/account numbers (non-aggregated) and/or multiple earning numbers/locations/account numbers (aggregated).

b. A customer may have both non-aggregated and Aggregated Extended Local Calling Plan on the same agreement.

c. Extended Local Calling Plan is available only in conjunction with the following flat rate services:

- 1) BellSouth Primary Rate ISDN w/Flat Rate B-Channels
- 2) Flat Rate Single Line Business
- 3) Flat Rate Multiline Business

Rates for these services include local usage in the Local Calling Area and are in addition to those for Extended Local Calling Plan.

d. Extended Local Calling Plan customers may aggregate usage of like services from different earning numbers/locations/account numbers within the same state Revenue Accounting Office (RAO). Extended Local Calling Plan customers may not aggregate usage of unlike services. For example, customer may aggregate usage for flat rate simple business lines and flat rate complex business lines, but may not aggregate usage for flat rate business lines and Primary Rate ISDN).

e. The Extended Local Calling Plan is furnished subject to the availability of facilities.

f. Extended Local Calling Plan usage will be determined as follows:

- 1) Extended Local Calling Plan incurs a monthly flat rate for a fixed number of minutes (Minutes Per Month Plan) to exchanges within the LATA.
- 2) Minutes that exceed the Minutes Per Month Plan fixed allowance will be charged a per minute rate for each additional minute.
- 3) Extended Local Calling Plan usage will be rounded in six (6) second increments.

g. Call Detail will not be available on the Extended Local Calling Plan customer bill, and will not be available for customer review.

h. In the event that minutes of use for calls terminating in an Independent Company Exchange exceed 15% of the customer Minutes Per Month Plan allowance, Company reserves the right to terminate that customer's Extended Local Calling Plan.

2. All applicable rates and regulations for BellSouth® Primary Rate ISDN as set forth in the General Subscriber Services Tariff are in addition to the rates and regulations contained in this Contract Service Arrangement with the exception that volume discounts as outlined in the tariff do not apply.

3. For Extended Local Calling Plan a Termination Liability Charge is applicable if service is terminated prior to expiration except as provided in Paragraph 7 and 15 herein of this Agreement. The applicable charge is dependent on the service period

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subscribed to and will be equal to the number of months remaining in the service period times the monthly rate provided under this Agreement.

4. Apply five End User Common Line Charges for each PRI Interface.

5. Other rate elements used in the provision of the service may not have been listed herein, but can be found in the appropriate BellSouth tariff.

6. Subscriber is responsible for miscellaneous charges when applicable. (Examples are local, state, and federal taxes; Universal Service Fund charge; End User Common Line charge; etc.)

7. The rates set forth in this Agreement are based upon Subscriber retaining and agreeing to pay Company for the minimum number of B-Channels per PRI required for the Extended Local Calling Plan, Minutes Per Month Plan(s) ordered within the same state Revenue Accounting Office throughout the term of this Agreement (detailed below with its associated Minutes Per Month Plan).

Minutes Per Month Plan	Minimum PRI	Minimum B-Channels Per PRI
1,000	1	10
2,500	1	10
7,500	1	10
10,000	1	17
15,000	1	17
30,000	2	17
45,000	3	17
60,000	4	17
75,000	5	17
90,000	6	17

8. Nonrecurring charges associated with this Agreement shall not apply. However, if all or any part of the service is disconnected prior to the expiration of this Agreement, then the Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability charges except as provided in Paragraphs 7 and 15 herein:

1LD1E	PRI Access Line	\$875.00	each
PR71V	PRI Interface, Voice/Data (Standard)	\$110.00	each
PR7BV	PRI B-Channels, Voice/Data (Standard)	\$5.00	each
MGLSE	MegaLink® Service Establishment Charge	\$575.00	each
1LDPZ	MegaLink® service, Digital Local Channel, first 1/2 mile	\$350.00	each
MGLPV	MegaLink® service, premises visit, per visit	\$ 40.00	each

Furthermore, if Customer disconnects all service offered on this Agreement, then a Contract Preparation Charge applies in the amount of \$423.00 in addition to applicable termination liability charges.

9. Under the terms of this Agreement, the Company will waive the Customer's first month's 'Monthly Rate' on the BellSouth® Primary Rate ISDN Rate Elements only set forth under the Rates and Charges Section of this Agreement for new installations of BellSouth® Primary Rate ISDN with Extended Local Calling Plan. Such services should be installed within normal Company installation intervals.



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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