



20131212-5098

Addendum Agreement

Case Number FL13-1822-02

THE UNDERSIGNED PARTIES, AT&T Florida, ("Company") and Nassau County Board of County Commissioners ("Customer" or "Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement FL06-N970-01. This Addendum 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.

Offer Expiration: This offer shall expire on: 2/2/2014.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, 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.
2. 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.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.



Addendum Agreement

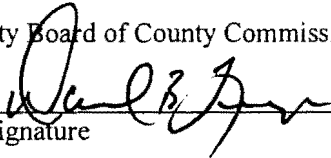
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IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

Nassau County Board of County Commissioners

By: 
Authorized Signature

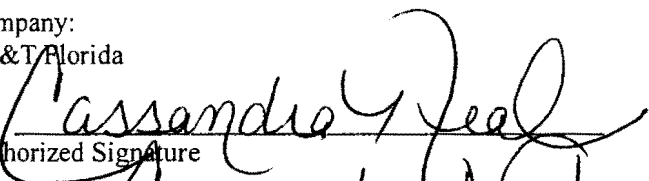
Printed Name: Daniel B. Leeper

Title: BOCC Chairman

Date: December 9, 2013

Company:

AT&T Florida

By: 
Authorized Signature

Printed Name: Cassandra Neal

Title: Customer Contact Specialist

Date: Dec. 13, 2013

MES
12-10-13



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Service description:

This Addendum Agreement provides for an upgrade of the Customer's existing intrastate, intraLATA OC-12 BellSouth® SMARTRing® service to intrastate, intraLATA OC-48 BellSouth® SMARTRing® service and extends the term for seventy-three (73) months from the Company date of acceptance of this Addendum Agreement.

This Addendum Agreement also provides for special construction charges for additional batteries at the Central Office node at 77150 Citizen Circle, Yulee, FL (YULEFLMA) associated with the Customer's SMARTRing® service.

Provided Customer is otherwise in compliance with this Agreement, at any time during the term of the Agreement, Customer may disconnect the node at the following location without early termination penalty: 73647 Veteran's Way, Yulee, Florida

Customer may add a node at 204 Ash Street, Fernandina Beach, FL during the first 24 months of this Addendum Agreement at the contracted rates. If not installed during that period, a new Addendum will be required and the rates for this particular node are no longer guaranteed.

All terms and conditions of Contract Service Arrangement Agreement FL06-N970-01 apply to this Addendum Agreement unless modified herein.

The service interval must be negotiated.

Under this Agreement, this service may only be purchased by Customers whose traffic on this service will be at least 90% intrastate. Customer is responsible for complying with this requirement, and by ordering or accepting such service under this Agreement, Customer is representing to the Company that its traffic on the service will be at least 90% intrastate.

Customer understands and agrees that Company is relying upon Customer's representations concerning the proper jurisdiction of any and all circuits ordered under this Agreement. Customer expressly agrees that Company has the right, in its sole discretion, to immediately convert any circuit or service to the correct jurisdiction, and adjust the rates and terms accordingly, should the Company determine that the jurisdictional nature of the circuit or service is different than what the Customer represented. Customer agrees to hold the Company harmless, and to indemnify and defend the Company from any and all claims that may result from the Company's conversion of any circuit or service to the correct jurisdiction, based on any good faith effort to comply with applicable regulatory requirements.



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RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® SMARTRing® service Local Channel Mileage Rates - OC-12 capacity - Per Local Channel (Addendum to FL06-N970-01. No change to rate element.)	\$.00	\$.00	1HVXX
2	BellSouth® SMARTRing® service Local Channel Mileage Rates - OC-48 capacity - Per Local Channel (Addendum to FL06-N970-01. Add rate element.)	\$.00	\$.00	1HVXX
3	BellSouth® SMARTRing® service Local Channel Mileage Rates - OC-12 capacity - Per quarter air mile (Addendum to FL06-N970-01. Rate change.)	\$.00	\$47.48	1HVAX
4	BellSouth® SMARTRing® service Local Channel Mileage Rates - OC-48 capacity - Per quarter air mile (Addendum to FL06-N970-01. Add rate element.)	\$.00	\$47.48	1HVAX
5	BellSouth® SMARTRing® service Interoffice Channel Mileage Rates - Fixed, OC-12 capacity (Addendum to FL06-N970-01. No change to rate element.)	\$.00	\$77.18	1HXFX
6	BellSouth® SMARTRing® service Interoffice Channel Mileage Rates - Fixed, OC-48 capacity (Addendum to FL06-N970-01. Add rate element.)	\$.00	\$105.00	1HXFX



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7	BellSouth® SMARTRing® service Interoffice Channel Mileage Rates - Per quarter air mile - OC-12 capacity (Addendum to FL06-N970-01. No change to rate element.)	\$.00	\$16.91	1HXAX
8	BellSouth® SMARTRing® service Interoffice Channel Mileage Rates - Per quarter air mile - OC-48 capacity (Addendum to FL06-N970-01. Add rate element.)	\$.00	\$16.91	1HXAX
9	BellSouth® SMARTRing® service Customer Node (Per Node) - OC-12 capacity (Addendum to FL06-N970-01. No change to rate element.)	\$.00	\$1,157.63	SHNC1
10	BellSouth® SMARTRing® service Customer Node (Per Node) - OC-48 capacity (Addendum to FL06-N970-01. Add rate element.)	\$.00	\$2,167.43	SHNN8
11	BellSouth® SMARTRing® service Customer Channel Interface (Per Node) - Per DS3 (Addendum to FL06-N970-01. No change to rate element.)	\$.00	\$91.88	SHNZT
12	BellSouth® SMARTRing® service Customer Channel Interface (Per Node) - Per 10 Mbps (Addendum to FL06-N970-01. No change to rate element.)	\$.00	\$140.00	SHN1M



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13	BellSouth® SMARTRing® service Customer Channel Interface (Per Node) - Per 100 Mbps (3 STS-1) - Electrical (Addendum to FL06-N970-01. No change to rate element.)	\$.00	\$170.00	SHN1N
14	BellSouth® SMARTRing® service Customer Channel Interface (Per Node) - Per Flex DS1 (Addendum to FL06-N970-01. No change to rate element.)	\$.00	\$18.38	SHN1Q
15	BellSouth® SMARTRing® service Central Office Node (Per Node) - OC-12 capacity (Addendum to FL06-N970-01. No change to rate element.)	\$.00	\$1,157.63	SHNH1
16	BellSouth® SMARTRing® service Central Office Node (Per Node) - OC-48 capacity Addendum to FL06-N970-01. Add rate element.)	\$.00	\$2,167.43	SHNH8
17	BellSouth® SMARTRing® service Central Office Channel Interface (Per Central Office Node) - Per DS3 (Addendum to FL06-N970-01. No change to rate element.)	\$.00	\$55.13	SHNYT
18	BellSouth® SMARTRing® service Central Office Channel Interface (Per Central Office Node) - Per Flex DS1 (Addendum to FL06-N970-01. No change to rate element.)	\$.00	\$14.70	SHNCQ



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19	Special construction for placing new facilities at central office at 77150 Citizen Circle, Yulee, FL (Addendum to FL06-N970-01. Add rate element.)	\$.00	\$.00	WOOOV
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RATES AND CHARGES

NOTES:

The 'NOTES' section of the 'RATES AND CHARGES' pages of Contract Service Arrangement Agreement FL06-N970-01 is hereby replaced in its entirety with the following:

1. The OC-48 SMARTRing service includes the following nodes in Florida:

Customer Nodes:

76347 VETERAN'S WAY, YULEE, FL

96135 NASSAU PLACE, YULEE, FL

77150 CITIZENS CIRCLE, YULEE, FL

86130 LICENSE ROAD, FERNANDINA BEACH, FL

416 ~~XXXX~~ CENTRE STREET, FERNANDINA BEACH, FL

76001 BOBBY MOORE CIRCLE, YULEE, FL

204 ASH STREET, FERNANDINA BEACH, FL

Central Office Nodes:

YULEFLMA

FRBHFLFP

2. All rules and regulations for SMARTRing® Service from Sections B2 & B7 of the Private Line Services Tariff (PLST) are applicable to this Agreement. 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.

3. If any of the services provided under this Agreement are cancelled prior to the beginning of the selected service period, Subscriber will be liable for all capital expenses incurred by Company in provisioning this service, as of the date the order is cancelled by Subscriber.

4. The following nonrecurring charges will not apply upon initial installation after the effective date of this Agreement. However, if SMARTRing® service is disconnected prior to the expiration of this Agreement, then Subscriber will pay nonrecurring charges as identified below:

USOC	Description	Nonrecurring Charge	
IHVXX	Local Channel Mileage Rates, per local channel	\$425.00	each
IHXFX	Interoffice Channel Mileage Rates, fixed	\$145.00	each
SHNC1	Customer Node – OC-12	\$375.00	each
SHNH1	Central Office Node – OC-12	\$375.00	each
SHNN8	Customer Node – OC-48	\$375.00	each
SHNH8	Central Office Node, OC-48, per node	\$375.00	each
SHN1M	Customer Channel Interface, per 10 Mbps, per node	\$450.00	each
SHN1N	Customer Channel Interface, per 100 Mbps (3 STS-1) - Electrical, per node	\$450.00	each
SHN1Q	Customer Channel Interface, per Flex DS1, per node	\$360.00	each
SHNCQ	Central Office Channel Interface, per Flex DS1, per node	\$250.00	each



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SHNZT	Customer Channel Interface, per DS3, per node	\$130.00	each
SHNYT	CO Channel Interface, per DS3, per node	\$185.00	each
WOOOV	Special construction for placing new facilities at central office at 77150 Citizen Circle, Yulee, FL	\$6,588.00	

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.

5. These rates and charges are in addition to any tariff rates and charges that may apply.

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

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