

JUL 1 6 2008



AT&T MA Reference No. 116262

20080721 -0421

AT&T Business Network Service (ABN) with Multi-Service Agreement

Customer	AT&T	AT&T Sales Contact <input checked="" type="checkbox"/> Primary Contact
Indian River County Street Address: 1800 27th Street City: Vero Beach State/Province: FL Zip Code: 32960 Country: USA	AT&T Corp. or enter the International Affiliate Name Select the regional address <input type="checkbox"/> One AT&T Way, Bedminster, NJ 07921 <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 th Floor, Atlanta, GA 30319 or enter International Affiliate Address	Name: Nancy Vincz Street Address: 701 Northpoint Pkwy City: West Palm Beach State/Province: FL Zip Code: 33407 Country: USA Telephone: 561-640-6668 Fax: 800-505-4552 Email: nv5238@att.com Sales/Branch Manager: Mike King SCVP Name: Rusty Rhodes Sales Strata: BCS GEM SE Sales Region: Southeast
Customer Contact (for notices)	AT&T Contact (for notices)	AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>
Name: Terry Smith Title: Network Administrator Street Address: 1800 27th Street City: Vero Beach State/Province: FL Zip Code: 32960 Country: USA Telephone: 772-226-1318 Fax: Email: tsmith@ircgov.com	Street Address: City: State/Province: Zip Code: Country: With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com	Name: Company Name: Street Address: City: State/Province: Zip Code: Country: Telephone: Fax: Email: Agent Code:

This AT&T Multi-Service Agreement and Pricing Schedule (and any Pricing Schedule subsequently executed by the parties that references this Services Agreement) is subject to the attached Terms and Conditions (collectively, the "Agreement"). This Agreement incorporates the rates, terms and conditions set forth in the AT&T Service Guide located at <http://new.serviceguide.att.com>, <http://www.serviceguide.att.com/ABS/ext> or <http://www.att.com/abs/serviceguide>, or in the AT&T Acceptable Use Policy located at www.att.com/aup, and in the AT&T Business Communications Service Agreement located at <http://www.business.att.com/agreement/>, each as amended from time to time. To the extent of any conflict between this Agreement and the AT&T Service Guide, AT&T Acceptable Use Policy or the AT&T Business Communications Service Agreement, this Agreement shall take precedence. In addition, any Addendum to an "Attachment" or to the "Master Agreement" referencing this Agreement shall be deemed to be an Addendum to the attached Terms and Conditions.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>Joseph A. Baird</i>	By: <i>[Signature]</i>
Name: JOSEPH A. BAIRD	Name: Jerald Armstrong on behalf of S. Markiewicz
Title: COUNTY ADMINISTRATOR	Title:
Date: <i>June 30, 2008</i>	Date: <i>7/31/08</i>

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY *[Signature]* AT&T and Customer Confidential Information
 HARRISON E. FELL
 ASSISTANT COUNTY ATTORNEY
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**Multi-Service Agreement
Terms and Conditions**

Contract Prices, Taxes and Surcharges: Unless otherwise stated in a Pricing Schedule, other than for VoIP and resold local exchange service the rates and charges stated in the Pricing Schedule are stabilized for the term of the Pricing Schedule (the "Term"), but do not include taxes and regulatory charges which are not stabilized. You are responsible for all applicable taxes and regulatory surcharges. Regulatory surcharges, including but not limited to UCC, USF, PICC and payphone charges, are specified in the AT&T Service Guide. Upon expiration of the Term and subject to any notice periods set forth in the Service Guide and to any applicable minimum payment or retention periods, the Services will continue on a month-to-month basis during which AT&T may modify the rates, charges, terms and conditions applicable to the Service covered by such Pricing Schedule on thirty (30) days' prior notice.

Payment and Deposits: Payment is due thirty (30) days after the invoice date and must refer to invoice number. Restrictive endorsements or other statements on checks will not apply. For overdue payments, AT&T may assess a late fee of the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law and all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require you to pay a deposit or increase an existing deposit as a condition of providing Services. You authorize AT&T to investigate your credit history at any time and to share credit information about you with credit reporting agencies. *If annual MARC-Eligible recurring and usage charges (after discounts and credits) do not equal or exceed the MARC in Your Pricing Schedule, You will be billed an amount equal to the unsatisfied MARC for the contract year.*

Termination and Termination Charges: Either party may terminate for material breach upon thirty (30) days prior written notice to the other party. *If a Pricing Schedule is terminated by You for convenience or by AT&T for cause before the end of the Term, You will be billed an early termination charge of 50% of the unsatisfied MARC remaining in the Term. If a Service Component is terminated during its minimum retention period, You must pay any associated credits, waivers or unpaid amortized charges. If a Service Component is terminated during its minimum payment period, You must pay the applicable amount of the monthly charge multiplied by the months remaining in the period.*

Limitation of Liability: EITHER PARTY'S ENTIRE LIABILITY (OTHER THAN CUSTOMER'S LIABILITY FOR PROPERLY DUE CHARGES) AND THE OTHER PARTY'S EXCLUSIVE REMEDIES FOR ANY CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED IN THE AGGREGATE DURING ANY TWELVE-MONTH PERIOD THE TOTAL NET PAYMENTS PAYABLE BY YOU FOR THE AFFECTED SERVICE DURING THE THREE MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR INCREASED COST OF OPERATIONS, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF SUCH DAMAGES. AT&T SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, INTERACTION, ACCESS OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS NOT PROVIDED BY AT&T; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS (EXCEPT TO THE EXTENT CREDIT ALLOWANCES ARE SPECIFIED IN THE AT&T SERVICE GUIDE); OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF YOUR, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

Disclaimer of Warranties: AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AT&T DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T DOES NOT WARRANT NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OF, ALTERATION OF, OR IMPROPER ACCESS TO, YOUR DATA AND INFORMATION.

Billing and Disputes: If You do not dispute a charge in writing within 6 months after the invoice date, You waive the dispute. AT&T must issue a bill within six (6) months after the month in which the charges were incurred (other than for automated or live operated assisted calls) or it waives the charges.

Equipment: AT&T shall retain all right, title or interest in AT&T equipment and no ownership rights in AT&T equipment shall transfer to You. You must provide electric power and a suitable and secure environment free from environmental hazards for AT&T equipment, and You shall keep the AT&T equipment free from all liens, charges, and encumbrances. AT&T equipment shall not be removed, relocated, modified, interfered with, or attached to non-AT&T equipment without prior written authorization from AT&T. Title to and risk of loss of equipment AT&T sells You ("Purchased Equipment") will pass to You as of the delivery date, upon which date AT&T will have no further obligations of any kind with respect to that Purchased Equipment, except as set forth in an applicable Attachment, Pricing Schedule or Service Guide. If You do not accept the Purchased Equipment, the Purchased Equipment must be returned to the manufacturer. AT&T will obtain from the manufacturer and forward to You a Return Material Authorization. AT&T retains a purchase money security interest in all Purchased Equipment until You pay for it in full; You appoint AT&T as Your agent to sign and file a financing statement to perfect AT&T's security interest. *All Purchased Equipment is provided on an "AS IS" basis, except that AT&T will pass through to you any warranties available from its suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.*

Resale Prohibited: Unless applicable local law or regulation mandates otherwise, You may not resell the Services to third parties.

Governing Law: Unless applicable law requires otherwise, state law issues concerning the construction, interpretation and performance of this Agreement shall be governed by the laws of the State of New York, U.S.A., excluding its choice of law rules.

Entire Agreement: THIS AGREEMENT, THE AT&T SERVICE GUIDE, THE AT&T ACCEPTABLE USE POLICY AND THE AT&T BUSINESS COMMUNICATIONS SERVICE AGREEMENT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL CONCERNING THE SERVICES. THIS AGREEMENT SHALL NOT BE MODIFIED OR SUPPLEMENTED BY ANY WRITTEN OR ORAL STATEMENTS, PROPOSALS, REPRESENTATIONS, ADVERTISEMENTS, SERVICE DESCRIPTIONS OR YOUR PURCHASE ORDER FORMS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

The rates, discounts and other provisions in this Pricing Schedule are contingent upon signature by both parties on or before August 31, 2008.

For AT&T Administrative Use Only
Master Agreement No. _____

Pricing Schedule for AT&T Business Network Service

1. SERVICES

- AT&T Business Network (ABN) Service

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Term Start Date	Effective Date of Rates and Discounts
3 years	First day of first full billing cycle after installation of ABN Service	First day of first full billing cycle after installation of ABN Service

Upon expiration of Pricing Schedule Term	The terms and conditions of this Pricing Schedule will renew on a month-to-month basis until terminated by either party on 30 days prior written notice ("Extension Period"), except that during the Extension Period the rates under this Schedule are changed as follows: a) If the Services are subject to a Service Guide or a filed Tariff, the rates in this Pricing Schedule will automatically be increased to the then-current Monthly Extension rates specified in the Service Guide or Tariff, or, if no Monthly Extension rate is specified, the rate for the Services for the Extension Period shall be equal to the rates under this Pricing Schedule plus 20%; b) credit, if any, under this Pricing Schedule do not apply for the Extension Period.
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3. MARC

	YEAR 1	YEAR 2	YEAR 3
MARC under this Pricing Schedule	\$1,000	\$1,000	\$1,000

4. MARC-ELIGIBLE CHARGES

- ABN Service including eligible Voice, Access, Local and IntraState Services purchased under the ABN Service offer

5. NOT USED

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION AND PAYMENT PERIODS

6.1 Promotions

Service Guide promotions are not applicable under this Pricing Schedule

6.2 Credits

Amount of Credit*	Total number of switched access lines converted to be eligible for credit*	Month of Pricing Schedule Term in which Credit is Applied
\$25.00	1 - 5 lines	6th
\$50.00	6 - 10 lines	
\$75.00	11 - 15 lines	
\$100.00	16 - 20 lines	
\$125.00	21 - 25 lines	
\$150.00	26+ lines	

*AT&T will apply one of the above credits based on the total number of switched access lines that the Customer converts from an AT&T Affiliated Company.

6.3 Waivers

Charges Waived	Month of Pricing Schedule Term in which Charges are waived	Minimum Retention Period
Waivers as specified in the Service Guide for ABN Service	N/A	12 months
Outbound Monthly Charges and Outbound Minimum usage requirement for Per Main Billed Account, Per Customer Location-Switched Access and Per Customer Location-Dedicated Access	Every Month	None

The rates, discounts and other provisions in this Pricing Schedule are contingent upon signature by both parties on or before August 31, 2008.

For AT&T Administrative Use Only

Master Agreement No. _____

Pricing Schedule for AT&T Business Network Service

7 RATES AND DISCOUNTS

7.1 ABN Domestic and International Dial Station Outbound /Inbound Calling

ABN Service Voice and Component/Capability	Rate CPM*
Outbound	
Standard	\$0.0456
Partially Connected	\$0.0319
Fully Connected	\$0.0237
Calling Card	\$0.1497
Inbound	
Standard	\$0.0456
Partially Connected	\$0.0319
Fully Connected	\$0.0237

*Billed in increments of 30 Second Initial Period or Fraction, Each Additional Second or Fraction. Rates displayed are net.

ABN Service Voice and Component/Capability	Discount	Rate Reference
International Voice	63%	Per Service Guide as revised from time to time
ABN Local Voice and Intrastate	33%	Per Tariff as revised from time to time
ACCUNET T1.5 Service Primary Rate Interface Office Functions	75%	Per Service Guide as revised from time to time

Additional Discount for Intrastate total charges	
State	Discount
Montana	15%
Nebraska	7%
Nevada	20%
New Hampshire	3%
New Jersey	3%
New Mexico	13%
New York	5%
North Carolina	3%
Ohio	7%
Oklahoma	7%
Oregon	5%
Pennsylvania	7%
Rhode Island	7%
South Carolina	7%
South Dakota	3%
Tennessee	5%
Texas	7%
Utah	20%
Vermont	3%
Virginia	3%
Washington	17%
West Virginia	5%
Wisconsin	7%
Wyoming	17%

7.2 AT&T Terrestrial 1.544 Mbps Local Channel Services

Additional Discount for Intrastate total charges	
State	Discount
Alabama	10%
Arizona	30%
Arkansas	5%
California	7%
Colorado	20%
Connecticut	13%
Delaware	7%
Florida	20%
Georgia	10%
Hawaii	3%
Idaho	15%
Illinois	10%
Indiana	15%
Iowa	3%
Kansas	5%
Kentucky	7%
Louisiana	10%
Maine	7%
Maryland	3%
Massachusetts	10%
Michigan	15%
Minnesota	13%
Mississippi	7%

Local Channel Mileage	Monthly Charges*	
	Fixed Charge	Per Mile Charge
0-5	\$223.30	\$0.00
6-10	\$286.44	\$0.00
11-20	\$385.77	\$0.00
21-50	\$575.19	\$0.00
51+	\$535.15	\$6.16

*Rates displayed are net.



AT&T Business Network (ABN) "Loyalty Program"

"Certification of Eligibility"

This Certification of Eligibility for the AT&T ABN Loyalty Program ("Program") is required for participation in the "Program" as defined on the AT&T Business Service Guide located at www.att.com/serviceguide/business. With this signed Certification and Installation of a new ABN Term Plan contract, Customer will receive additional discounts applied on a monthly basis to Customer's ABN Voice Interstate LD and Intrastate LD originated switched calls (Standard).

Eligibility requirements per the Service Guide require Customers to certify that their subscribed locations (per Attachment A) are using only local exchange service lines or trunks which are provided by one of the AT&T Company ILEC affiliates within the following states: Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, Wisconsin, Alabama, Georgia, Florida, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and/or Customers subscribed locations (per Attachment B) in the affiliate states listed above where AT&T is not the local service ILEC provider (Non-Served Areas).

By signing below, Customer is certifying that the locations as listed in Attachment A and/or B is complete and accurate, and complies with the conditions and limitations described in the paragraph above.

Customer Entity ("Customer") Indian River County - Board of County Commissioners

AGREED: Customer

By: Joseph A. Baird
(Authorized Agent or Representative) Joseph A. Baird, County Administrator

JOSEPH A. BAIRD
(Typed or Printed Name)

COUNTY ADMINISTRATOR
(Title)

June 30, 2008
(Date)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
MARIA E. PELL
ASSISTANT COUNTY ATTORNEY

AT&T and Customer Confidential Information
This document and information contained herein may be disclosed only to authorized persons, and may be used only for authorized purposes, in accordance with applicable agreements.

ATTACHMENT A – AT&T ABN Loyalty Program

Each Customer location you are subscribing to the ABN Loyalty program must have 100% of the Incumbent Local Exchange Carriers (ILEC) services in the AT&T affiliate states.

List the Billing Telephone Number and physical location of each Customer location served by the ILEC's referenced in the Service Guide.

Customer locations	Billing Telephone Number
example: 123 Main Street, AnyTown, IL 98765	example: (123) 456-7890
1800 27th Street & 1801 27th Street 4225 43rd Ave 2000 16th Ave 4225 43rd Ave 4225 43rd Ave 101 S Highway A1A	772-226-1000 thru 1999 772-226-2820 thru 2859 772-226-3000 thru 3399 772-226-3400 thru 3499 772-226-3701-4000 772-770-5000 thru 5499 772-978-1783 thru 1882 772 492-2405 772 492-2406 772 492-2407 772 492-2408 772 492-2414 772 492-2415 772 492-2411 772 492-2412 772 492-2413 772 492-2409 772 492-2410 772 492-1023 772 492-1026 772 492-2401 772 492-2402 772 492-2403 772 492-2404
1001 CR 512 - Library 1001 Sebastian Boulevard, 11604 US Hwy 1 Utilities 11604 US Hwy 1 Clerk of Court 11604 US Hwy 1 Property Appraiser 11604 US Hwy 1 Veterans Services 11604 US Hwy 1 Property Appraiser 11604 US Hwy 1 Veterans Services	772 388-3697 772 581-7651 772 581-7652 772 581-7653 772 581-7654 772 581-7655 772 581-7676 772 589-1355 772 581-4985 772 581-4986 772 589-6070 772 388-0656 772 581-4987 772 581-4988 772 581-4989 772 581-4990 772 581-4991 772 581-4992 772 581-4993 772 589-6597 772 388-4481 772 388-4482

AT&T and Customer Confidential Information

This document and information contained herein may be disclosed only to authorized persons, and may be used only for authorized purposes, in accordance with applicable agreements.

11610 US Hwy 1 Tax Collector	772 388-6034
11610 US Hwy 1 Tax Collector	772 581-7656
11610 US Hwy 1 Tax Collector	772 581-7657
11610 US Hwy 1 Tax Collector	772 581-7658
11610 US Hwy 1 Tax Collector	772 581-7659
	772 581-4940
	772 581-4941
	772 581-4942
	772 581-4943
	772 581-4944
	772 388-4491
	772 388-4492
	772 388-4493
	772 581-7661
	772 581-7662
	772 581-7663
	772 581-7664
	772 581-7666
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	772 581-7668
	772 581-7686
	772 581-7677
	772 581-7678
	772 589-6311
	772 581-7690
	772 581-7675
	772 581-7669
	772 581-7670
	772 581-7671
	772 581-7672
	772 581-4995
	772 581-7687
	772 581-7688
	772 589-0087
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	772 581-7683
	772 581-7684
	772 581-4996
	772 581-7689
	772 589-6119
	772 589-9223
	772 581-4997
	772 581-7673
	772 581-7674
	772 581-4998
	772 581-7685
	772 581-7679
	772 581-7609
	772 581-7611
	772 581-7639
	772 388-4480
	772 581-4994
	772 581-7640
	772 581-7649

AT&T and Customer Confidential Information

This document and information contained herein may be disclosed only to authorized persons, and may be used only for authorized purposes, in accordance with applicable agreements.

ATTACHMENT B – AT&T ABN Loyalty Program

Each Customer location you are subscribing to the ABN Loyalty Program in the affiliate states are in Non-Served Areas and meet the eligibility requirements per the Service Guide.

List the Billing Telephone Number and physical address for each Customer location (within the states listed on page 1 of this form) where AT&T does not provide local services from the list of AT&T ILEC's or AT&T Affiliate CLEC's referenced in the ABN Service Guide.

Customer locations	Billing Telephone Number
example: 123 Main Street, AnyTown, IL 98765	example: (123) 456-7890

AT&T and Customer Confidential Information

This document and information contained herein may be disclosed only to authorized persons, and may be used only for authorized purposes, in accordance with applicable agreements.