



Southern Bell

19KK2 Southern Bell Tower
301 W. Bay Street
Jacksonville, Florida 32202
Phone (904) 350-8901

Business Marketing Department

July 16, 1987

SIGNED COPY

Mr. Andrew J. Ward
Director of Emergency Services
Nassau County Florida
11 North 14th Street
Box 12
Fernandina Beach, FL 32034

Dear Drew:

Please find enclosed the Letter of Intent for the Enhanced 911/Stand-alone Automatic Location Identification (SALI) system for Nassau County and a copy of the new Florida Legislation concerning the funding for 911. The Letter of Intent provides a system description of E911/SALI, detailed costs and the specific system configuration for Nassau County. Please provide this information to your County Commissioners and Attorney for review prior to our scheduled meeting on July 28, 1987.

If there are any questions regarding the system, Letter of Intent, or funding considerations, please do not hesitate to contact me immediately. I am looking forward to the presentation to the County Commissioners on the 28th.

Sincerely,

David C. Pugh
Account Executive II/911 Coordinator

DCP:df/bs 9/A

NASSAU COUNTY, FLORIDA

LETTER OF INTENT

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LETTER OF INTENT

Please accept this letter as our request and order for Southern Bell Telephone and Telegraph Company (Southern Bell) and ALLTEL Florida, Inc. (ALLTEL), to implement the Enhanced 911 Stand Alone Automatic Location Identification Emergency Service System (Enhanced 911/SALI System) in Nassau County (County), Florida. This order, which authorizes you to proceed with the installation of the system, is based on our understanding of the following thirteen sections and five exhibits:

SECTION I
TARIFF PROVISIONS

The County understands that Enhanced 911/SALI services and facilities are provided subject to and controlled by the provisions of the lawfully filed tariffs of Southern Bell including any changes therein as may be made from time to time.

SECTION II
SYSTEM CHARGES

System charges are based on the number of main station telephones in service. Refer to Exhibit A for a statement of forecasted charges. Actual charges will be determined by the tariffs in effect on the date of service.

SECTION III
DESCRIPTION OF SYSTEM

The Enhanced 911/SALI System provides use of the exchange network at no charge to the caller. It further provides facilities within the network between local central offices and the Public Safety Answering Point (PSAP). The Enhanced 911/SALI System covered hereby is more explicitly explained in Exhibits C and D. The preliminary list of the PSAP is contained in Exhibit B.

SECTION IV
BILLING PROCEDURES

It is understood and agreed that billing will begin at the time the system is operational and turned over to the County. These billing procedures shall be as set forth in Southern Bell's applicable tariffs.

SECTION V
PROVISION OF SERVICE

Selection of the appropriate service to the County will be made mutually by Southern Bell, ALLTEL, and the County. Selection will be based on a thorough analysis of the County's needs at the public safety location and on the availability of facilities in the area. A service date shall be established no later than 12 months after receipt of an acceptable data base which will be provided by the County.

SECTION VI
GEOGRAPHIC AREA DESCRIPTION

The PSAP is listed in Exhibit B. The County shall furnish to Southern Bell and ALLTEL a definition of the specific geographic areas covered by the Enhanced 911/SALI System. Such definition shall be in terms of street names, street types, directionals, street addresses and number ranges (where applicable), or in such other manner as may be mutually acceptable by the County and Southern Bell and ALLTEL.

The definition of each geographic area, and the ongoing maintenance of such information shall be the sole responsibility of the County. The County further agrees to furnish to Southern Bell and ALLTEL in a timely manner, any such updated geographical information. It is understood that the time required by Southern Bell to update the data base will depend on the nature and extent of such changes. Southern Bell will require a minimum interval of time in which to input into the data base major changes such as street name changes, new street additions and annexations.

SECTION VII
SYSTEM FEATURES

The features of the Enhanced 911/SALI System to be purchased by the County shall include those features generally described in Section A24 of Southern Bell's General Subscriber Service Tariff and as listed in Exhibit D.

SECTION VIII
SPECIAL REQUIREMENTS

The County specifically and expressly agrees as follows:

1. That the PSAP will be provided and staffed on a 24 hour, seven (7) days per week basis.
2. That the County accepts responsibility for dispatching, or having others dispatch police, fire, ambulance, or other emergency services as required, to the extent as such services are reasonably available.
3. That the County will develop an appropriate method for responding to calls for non-participating agencies which may be directed to the 911 PSAP by calling parties.
4. That the County will subscribe to, or provide, telephone equipment with a capacity adequate to handle the number of incoming 911 lines recommended by Southern Bell and ALLTEL to be installed. That at least one law enforcement agency will be included among the participating agencies in this system.
5. That the 911 number shall not replace the telephone service of the various public safety agencies which may participate in the use of this number. The County shall subscribe to additional local exchange service, if none exists, at the PSAP for administrative purposes for placing of outgoing calls and for receiving other emergency calls, including any which may be relayed by Southern Bell or ALLTEL operators.

SECTION IX
ACCESS TO USER FACILITIES

Southern Bell and ALLTEL shall be provided access by the County and all public safety agencies to their premises where the equipment and facilities are located. This access shall be for the purpose of installation, inspection, testing, repairing, or removing the equipment and facilities used in furnishing the Enhanced 911/SALI System.

SECTION X
UNAUTHORIZED USE OF SYSTEM

It is understood and agreed that ANI and ALI information pertaining to incoming Enhanced 911/SALI System calls is to be used solely for the purposes of answering, handling, and responding to emergency calls in a manner consistent with the nature of the emergency.

SECTION XI
LIABILITY AND INDEMNITY

The respective liability of Southern Bell and ALLTEL to each other, to third parties or to the County and any indemnity obligations in connection therewith shall be limited to that stated in the respective applicable tariffs of Southern Bell. See Exhibit E for a copy of selected provisions of Southern Bell's tariff.

SECTION XII
CANCELLATION

The County understands that if this request, or any subsequent request by the County for service or facilities, or request for additions, rearrangements, relocations or modifications of service or equipment is cancelled in whole or in part, for any reason, prior to completion of the work involved, the County shall reimburse Southern Bell and ALLTEL for all expenses incurred in handling the request before notice of cancellation is received. Such charges, however, shall not exceed all charges which would apply if the work involved in complying with the request had been completed. Section XII shall not apply to any cancellation made within thirty (30) calendar days of the effective date of this letter.

SECTION XIII
EFFECTIVE DATE

This Letter of Intent shall be effective when accepted in writing by Southern Bell and ALLTEL.

ATTEST:

NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS

J. Sheehan
Corporation Secretary
Executive Clerk

By: *Sam R. Plachinski*

Date: 2/28/87

Title: Chairman

The above Letter of Intent is hereby accepted by Southern Bell, this 3rd day of August, 1987.

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By: *M. W. ...*

Title: Marketing Manager

The above Letter of Intent is hereby accepted by ALLTEL Florida, Inc., this 12th day of OCTOBER, 1987.

ALLTEL/FLORIDA, INC.

By: *Edwin E. Kirkland B-4*
Edwin E. Kirkland

Title: Vice President

EXHIBIT A
 NASSAU COUNTY ENHANCED 911/SALI
 PRICING FORECAST

Main Telephone Stations as of
 June 1988 18,000

	Service Establishment	Installation	Monthly
Basic Service & PSAP Equipment for the provision of: Automatic Number Identification, Stand Alone Location Identifi- cation, four (4) PSAP Answering Positions, Monthly Tape Updating.			
Southern Bell Charges	\$13,202.00	\$52,500.00	\$3,946.40
ALLTEL Charges	<u> </u>	<u>19,876.00</u>	<u>508.70</u>
Sub Totals	\$13,202.00	\$72,376.00	\$4,455.10
Total One Time Charges	\$85,578.00		
Total Monthly Charges	\$ 4,455.10		

EXHIBIT B
NASSAU COUNTY ENHANCED 911
PSAP LOCATION

PSAP LOCATION

Nassau County Sheriff's Department 911 Center

EXHIBIT C
NASSAU COUNTY E911/SALI
PSAP EQUIPMENT

1	SALI Master Controller
1	Commercial Power Unit (SALI)
4	ALI Display Units
1	ANI Master Controller
1	ANI Auxiliary Controller
2	Additional Trunk Equipment
1	Commercial Power Unit (ANI)
4	ANI Display Units
2	Teleprinters
2	30-Button Console Mounted Telephone Sets
2	30-Button Desk Mounted Telephone Sets

EXHIBIT D
SYSTEM FEATURES

Automatic Number Identification

The telephone number of the calling party is displayed at the answering point. This feature is provided by the local telephone company.

Automatic Location Identification

The service address of the calling party is displayed at the answering point. The data base for this feature is provided by the telephone company and is stored within the E911/SALI system on the customer's premises.

History File

This feature allows PSAP personnel to enter desired information about specific address. Examples: handicapped on premises; dialysis patient; flammable materials in warehouse; repeat caller; etc.

Landmark File

This feature allows PSAP personnel to enter information about the location of the calling party. Examples: cross streets; apartment complex name; trailer park name; directions for responding agency; etc.

Customer's Name On ALI Display

This feature provides the name of the customer as it appears on the telephone company record. This will be provided on all 911 calls since a caller gives up the right to anonymity when dialing 911. This feature is useful when the calling party has trouble speaking, has a name that could be spelled many different ways, or has a name that is difficult to spell.

EXHIBIT E
NASSAU COUNTY ENHANCED 911
LIABILITY AND IDEMNITY

When the use of service or facilities furnished by Southern Bell is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed as covered by Section A2 of this Tariff. Where allowances on monthly charges for Service Features of E911/SALI Service are involved, only those Service Features which are affected by the interrupted service shall be considered; and, further, only those main stations on the interrupted portion of a service shall be considered in determining the number of main stations affected.

This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the customer contracting for 911 service. In the event of any interruption of the service, Southern Bell shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the tariff rate for the service or facilities provided to the customer for the time such interruption continues, after notice to Southern Bell. No allowance shall be made if the interruption is due to the negligence or willful act of the customer of the service.

Further, each customer agrees to release, indemnify, defend and hold harmless Southern Bell from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made,

instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 911 service features and the equipment associated therewith or by any services which are or may be furnished by Southern Bell in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services hereunder, and which arise out of the negligence or other wrongful act of Southern Bell, the customer, its user agencies or municipalities or employees or agents of any one of them.

DP:bs SP5/A

NASSAU COUNTY, FLORIDA

LETTER OF INTENT

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 PRICING FORECAST

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 June 1988

18,000

	Service Establishment	Installation	Monthly
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NASSAU COUNTY ENHANCED 911
PSAP LOCATION

PSAP LOCATION

Nassau County Sheriff's Department 911 Center

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PSAP EQUIPMENT

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EXHIBIT E
NASSAU COUNTY ENHANCED 911
LIABILITY AND IDEMUNITY

When the use of service or facilities furnished by Southern Bell is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed as covered by Section A2 of this Tariff. Where allowances on monthly charges for Service Features of E911/SALI Service are involved, only those Service Features which are affected by the interrupted service shall be considered; and, further, only those main stations on the interrupted portion of a service shall be considered in determining the number of main stations affected.

This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the customer contracting for 911 service. In the event of any interruption of the service, Southern Bell shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the tariff rate for the service or facilities provided to the customer for the time such interruption continues, after notice to Southern Bell. No allowance shall be made if the interruption is due to the negligence or willful act of the customer of the service.

Further, each customer agrees to release, indemnify, defend and hold harmless Southern Bell from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made,

instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 911 service features and the equipment associated therewith or by any services which are or may be furnished by Southern Bell in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services hereunder, and which arise out of the negligence or other wrongful act of Southern Bell, the customer, its user agencies or municipalities or employees or agents of any one of them.

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SECTION XIII
EFFECTIVE DATE

This Letter of Intent shall be effective when accepted in writing by Southern Bell and ALLTEL.

ATTEST:

NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS

Corporation Secretary

By: _____

Date: _____

Title: Chairman

The above Letter of Intent is hereby accepted by Southern Bell, this _____ day of _____, 19____.

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

By: _____

Title: Marketing Manager

The above Letter of Intent is hereby accepted by ALLTEL Florida, Inc., this _____ day of _____, 19____.

ALLTEL/FLORIDA, INC.

By: _____

Title: _____

motion granting the old Gray Gables fire engine to the River Road Volunteer Fire Department on a temporary basis, with no funding provided by the county. Motion seconded by Commissioner Pickett and voted unanimously. The Board instructed the Director of Emergency Services to draft a letter to the Florida Department of General Services notifying them that the River Road Community Volunteer Fire Department is a viable fire fighting organization.

Mr. David Pugh and Mr. Roger Wansley of Southern Bell appeared before the Board regarding the Enhanced 911 Communications system. Mr. Pugh stated that revenue for this system would be brought in from a fee assessed on phone bills. After some discussion regarding this system, the Board instructed the County Attorney to advertise for public hearing the consideration of an ordinance to implement a fee on the phone bills for the funding of the recurring costs of the SALI Enhanced 911 Communications System, with public hearing on same to be held August 25, 1987 at 2:30 P.M. Commissioner Claxton made motion instructing the Chairman to sign the Letter of Intent of the implementation of this system. Motion seconded by Commissioner Jones and voted unanimously. Mr. Pugh informed the Board that the target date for the start up of this system is twenty months.

Mr. Frank Zambito appeared before the Board to appeal the denial by the Contractor's Review Board of his applications for Master Plumber and Master Heat/Air licenses. The County Attorney explained to Mr. Zambito that in order to be grandfathered in under the county's contractor's licensing