

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL99-A158-02

This Special Service Arrangement Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Nassau County ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. 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 the Attachment(s) at the monthly and nonrecurring rates, charges, and conditions as described in the Attachment(s) ("Service"). The rates, charges, and conditions described in the Attachment(s) 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. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tariffed services.

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. The tariff shall supersede any conflicting provisions of this Agreement, with the exception of the rates and charges herein, in the event any part of this Agreement conflicts with terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs.

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 the Attachment(s) 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.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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7. (a) If Subscriber cancels 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 tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by Company and Subscriber and set forth in the Attachment(s).

7. (b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than BellSouth and that it has chosen BellSouth to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of BellSouth local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified 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, Inc.
Assistant Vice President
701 Northpoint Pkwy, Suite 400
West Palm Beach, FL 33407

Subscriber

Nassau County
P. O. Box 596
Yulee, FL 32097

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

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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.

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This rate is valid through: 6/22/00.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement Agreement provides Positron Industries, Inc. Call Reporter Plus Software and a Position Controller for E9-1-1.

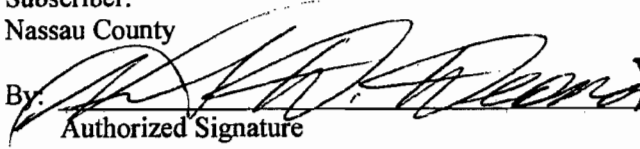
This Agreement is for fifteen (15) months with a 15 month minimum service period required.

The service interval will be negotiated.

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:
Nassau County


By: 
Authorized Signature

Printed Name: Nick D. Deonas

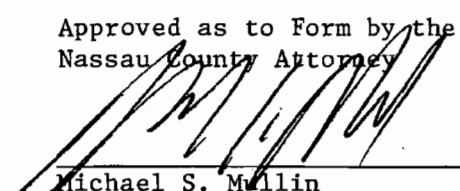
Title: Chairman

Date: February 28, 2000

ATTEST:


J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Approved as to Form by the
Nassau County Attorney


Michael S. Mullin

Company:
BellSouth Telecommunications, Inc.

By: 
Authorized Signature

Printed Name: SCOTT BADGETT

Title: for Assistant Vice President

Date: 3/3/00

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RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. Contract Preparaton Charge	\$337.00	\$0.00	
2. Position Controller #600123	\$247.00	\$120.00	
a) each			
3. Call Reporter Plus Software #917200 (for up to 12 positions)	\$354.00	\$260.00	
a) each			

NOTES:

NOTE 1:

The Customer is liable for the full fifteen (15) months of revenues to the Company and at the time of disconnect, has two payment options:

- Continue paying monthly for the remainder of the 15 month minimum service period.
- Make a lump sum payment discounted by the current prime interest rate plus two percentage points.

Non-appropriation of funds:

Subscriber covenants that the service hereunder is of essential use to its proper, efficient, and economic operation.

Despite the foregoing, in the event funds are not available to the Subscriber from funds appropriated to the Subscriber by the county, state of Florida or from other sources, to make any payments due during the initial term or any renewal term of this Agreement, then the Subscriber shall have the option to terminate this Agreement.

In the event the Subscriber exercises its option to terminate given under this paragraph, or under any paragraph in this Agreement, there shall be no obligation on the Subscriber to pay any further payments due hereunder and this Agreement shall become null and void upon the mailing of the notice of termination. No right of action or damage shall thereafter accrue to the benefit of Subscriber, its successors and assignees, for any further payments. There shall also be no acceleration of any further payments due hereunder or like obligation of Subscriber by reason of termination of this Agreement, nor shall any penalties be assessed against Subscriber therefore.

NOTE 2:

Call Reporter Plus requires additional equipment to be provided by the Customer.

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RATES AND CHARGES

NOTES:

NOTE 3:

Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the tariff apply.

END OF ARRANGEMENT AGREEMENT OPTION 1

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