

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL00-9287-00

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 BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 1 of 8

Customer Initials 

Date

11/20/00

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL00-9287-00

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
50 Bobby Moore Cir
Yulee, FL 32011

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.

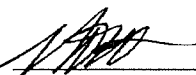
PRIVATE/PROPRIETARY

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

Page 2 of 8

Customer Initials

Date



4/20/05

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL00-9287-00

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.

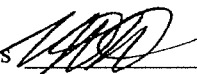
PRIVATE/PROPRIETARY

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

Page 3 of 8

Customer Initials

Date


11/22/02

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL00-9287-00
Option 1 of 1

This rate is valid through: 2/20/01.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement provides Data Base Transport Feature and Data Base Information Feature which provides the Customer with a one-time download of E9-1-1 subscriber information along with daily updates from the Company's E9-1-1 Data Base Management System.

The Customer is an existing subscriber of the Company's tariffed ANI/ALI/SR service. Non-recurring charges associated with existing data base information have been paid.

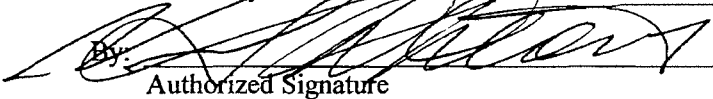
This Agreement is for sixty (60) months. The service interval will be negotiated.


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 Board of County Commissioners

ATTEST:

By: 
Authorized Signature


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

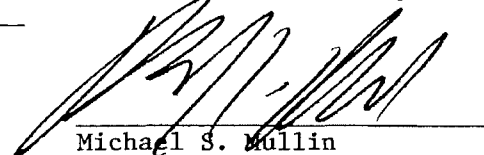
Printed Name: Nick D. Denoas

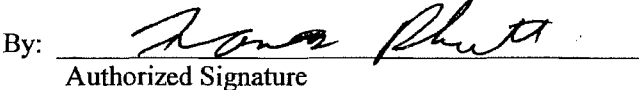
Title: Chairman

Date: 11/20/00

Approved as to Form by the
Nassau County Attorney

Company:
BellSouth Telecommunications, Inc.


Michael S. Mullin

By: 
Authorized Signature


Printed Name: Frances Rhinesmith

Title: Assistant Vice President Tech. Sales Man.

Date: 11/30/00

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.

Customer Initials 

Date 11/20/00

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL00-9287-00

Option 1 of 1

RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. Contract Preparation Charge	\$167.00	\$.00	WGGVF
2. DATABASE TRANSPORT A) PER SYSTEM	\$2,116.00	\$235.00	WWWOT
(See NOTES Section)			
(Like TN USOC: DBT)			
3. ANI//SR DATA BASE INFORMATION, - PER 1,000 RECORDS TIER II	\$.00	\$157.00	WWWOQ

NOTES:

Note 1:

A termination liability charge will be applicable if the Customer terminates this Agreement prior to the end of the sixty (60) month service period. The applicable charge is equal to the number of months remaining in the Agreement term multiplied by sixty percent (60%) of the monthly rates.

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.


PRIVATE/PROPRIETARY

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

Page 5 of 8

Customer Initials

Date


11/22/00

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL00-9287-00

Option 1 of 1

RATES AND CHARGES

NOTES:

Note 1:

The Customer is currently a subscriber of the Company's ANI/ALI/SR tariff service (USOC 9USXX) and will continue to subscribe to that service. The Customer has paid nonrecurring charges associated with tariff USOC 9USXX (Data Base Information, per 1,000 records).

Note 2:

This Special Service Arrangement provides the Customer with a one-time download of E9-1-1 subscriber information along with access to daily updates from the Company's E9-1-1 Data Base Management System.

The features must be purchased as a package and may not be purchased separately.

A.

Requests for a reloading of data due to the loss of or damage to information will require an additional charge equivalent to the start up charge for this service.

B.

The Customer will be responsible for all long distance charges incurred when accessing the data base.

C.

The following guidelines will be applicable:

1.

The Customer shall limit the use of the data base information to providing emergency response to E911 calls.

2.

The reproducing, publishing, reselling, disclosing, tampering with, or allowing access to the data base (for non-published numbers) for any reason other than emergency response purposes is prohibited.

3.

The Customer shall establish a contract which protects subscriber information.

4.

The records may be electronically down loaded for the initial and update information if technically feasible.

5.

The processor shall be secured from outside entry and shall be password protected.

6.

All E911 equipment provided by vendors shall be registered under Part 68 of the Federal

PRIVATE/PROPRIETARY

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

Page 6 of 8

Customer Initials 

Date

11/20/00

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL00-9287-00
Option 1 of 1

RATES AND CHARGES

NOTES:

Communications Commission's rules governing customer premises equipment.

7.

All E911 equipment must comply with national standards for interfaces of enhanced 911 emergency response systems.

8.

The Company shall not be required to modify its network operations or protocols to accommodate PSAP equipment provided. However, if the Company is required to modify its network in any way to connect the equipment which it is offering to any purchaser, then the Company shall be required to make the same types of modifications to its systems to accommodate the equipment of other sellers at no additional charge to the seller.

9.

Maintenance and repair of PSAP equipment and seller contact concerning the same is the responsibility of the Customer. For the Customer's protection, the Company recommends that their seller is capable of furnishing and will furnish, adequate continuous maintenance, service and repair of the Customer's PSAP equipment. If the Company is not the equipment provider, the Company's responsibility ends at the point of demarcation.


Rules and regulations of the General Subscriber Service Tariff (GSST) apply to this Agreement. Guidelines in the GSST, Section A24.1 regarding confidentiality of data base information apply to this Agreement.

END OF ARRANGEMENT AGREEMENT OPTION 1

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.

Page 7 of 8

Customer Initials 

Date 11/22/12

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL00-9287-00

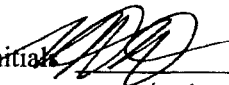
Option 1 of 1

Attachment 1 Page 1

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.

Page 8 of 8

Customer Initials 

Date 11/22/03

The Board discussed the BellSouth Special Services Arrangement Agreement. Upon the recommendation of the County Coordinator, it was moved by Commissioner Marshall, seconded by Commissioner Howard and unanimously carried to authorize the Chairman to sign the BellSouth Special Service Arrangement Agreement. It was then moved by Commissioner Marshall, seconded by Commissioner Vanzant and unanimously carried to transfer funds as identified in the Budget Workshop and on file in the Finance Department (estimated at \$52,480) from the General Fund Reserve for Contingency to Transfer to Constitutional Officer-Sheriff, Account 26252582-591910, to satisfy the above referenced BellSouth agreement.

It was moved by Commissioner Marshall, seconded by Commissioner Vanzant and unanimously carried to approve the consent items as follows: (1) Authorize the Chairman to sign the Cooperative Agreement for Medical Examiner Services Nassau County for fiscal year 2000-2001; (2) authorize the Chairman to sign annual contract agreement between Nassau County and the Town of Callahan for housing of EMS equipment; (3) authorize the Chairman to sign the annual contract agreement between Nassau County and the Town of Callahan for Fire/Rescue services; (4) authorize the Chairman to sign the annual contract agreement between

NASSAU COUNTY, FLORIDA

LETTER OF INTENT

TABLE OF CONTENTS

SECTION I	TARIFF PROVISIONS
SECTION II	SYSTEM CHARGERS
SECTION III	DESCRIPTION OF SYSTEM
SECTION IV	BILLING PROCEDURES
SECTION V	PROVISION OF SERVICE
SECTION VI	GEOGRAPHIC AREA DESCRIPTION
SECTION VII	SYSTEM FEATURES
SECTION VIII	SPECIAL REQUIREMENTS
SECTION IX	ACCESS TO USER FACILITIES
SECTION X	AUTHORIZED USE OF SYSTEM
SECTION XI	LIABILITY AND INDEMNITY
SECTION XII	CANCELLATION
SECTION XIII	EFFECTIVE DATE
EXHIBIT A	DATABASE PRICING FORECAST
EXHIBIT B	PSAP CONFIGURATION & PRICING
EXHIBIT C	SYSTEM FEATURES AND DESCRIPTIONS
EXHIBIT D	LIABILITY AND INDEMNITY
EXHIBIT E	NON DISCLOSURE

LETTER OF INTENT

Please accept this letter as our request and order for BellSouth Telecommunications, Inc. ("BST") and ALLTEL Florida, Inc. ("ALLTEL") hereinafter referred to as the Telephone Company, to implement the Enhanced 911 Emergency Service System (Enhanced 911) in Nassau County (County), Florida. This order, which authorized 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 PROVISION

The County understands that enhanced 911 services and facilities are provided subject to and controlled by the provision of the lawfully filed tariffs of BST 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. No charges shall be made for any service or equipment not ordered by the County.

SECTION III DESCRIPTION OF SYSTEM

The Enhanced 911 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), and the ability to transfer calls from a primary PSAP to proper secondary agencies. The Enhanced 911 System covered hereby is more explicitly explained in subsequent sections.

Good Faith Planning Estimate 2/10/98

Description of Activity	12/97 (Non Rec.) (Monthly)	1/98 (Non Rec.) (Monthly)	1/98 \$ 2,325	6/98 (Non Rec.) (Monthly)	6/98 \$ 2,325	12/98 (Non Rec.) (Monthly)	12/98 \$ 73,200	6/01 ? (Non Rec.) (Monthly)	6/01 ? \$ 5,645	Notes
Database Charges for obsolete SALLI system	N/A	N/A	\$ 2,100	N/A	\$ 2,325	N/A	N/A	N/A	N/A	A
Database charges for fully enhanced system	N/A	N/A	N/A	N/A	N/A	\$ 73,200	\$ 5,645	N/A	\$ 5,645	B
Sub Total (Database)	N/A	N/A	\$ 2,100	N/A	\$ 2,325	\$ 73,470	\$ 5,735	N/A	\$ 5,735	
Maintenance charges for obsolete AT&T system	N/A	N/A	\$ 3,100	N/A	\$ 3,100	N/A	N/A	N/A	N/A	A
Interim configuration	N/A	N/A	N/A	\$ 3,000	\$ 3,600	N/A	\$ 3,600	N/A	N/A	C
Final Configuration	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 3,400	\$ 4,400	C
Sub Total (Equipment)	N/A	N/A	\$ 3,100	\$ 3,000	\$ 3,600	N/A	\$ 3,600	\$ 3,400	\$ 4,400	
Projected Expenditures	N/A	N/A	\$ 5,200	\$ 3,000	\$ 5,925	\$ 73,470	\$ 9,335	\$ 3,400	\$ 10,135	D

Supporting Information

- A The system is not year 2,000 compliant
- B The calculations are based on 31,000 access lines
- C Includes requested increase from 3 to 5 positions
- D Alternate financing options available

SECTION IV BILLING PROCEDURES

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

SECTION V PROVISION OF SERVICES

Selection of the appropriate service to the County will be made mutually by the Telephone Company 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 mutually agreed upon after receipt of an acceptable database from the County.

SECTION VI GEOGRAPHIC AREA DESCRIPTION

The County shall furnish to the Telephone Company a definition of the specific geographic areas covered by the enhanced 911 System. Such definition shall be in terms of street name, street types, directionals, street addresses and number ranges (where applicable), or in such other manner as may be mutually acceptable by the County and the Telephone Company.

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 the Telephone Company in a timely manner, and such updated geographical information. It's understood that the time required by the Telephone Company to update the database will depend on the nature and extent of such changes. The Telephone Company will require a minimum interval of time in which to input into the database major changes such as realignment of the PSAP boundaries, street name changes, new street additions and annexations.

The County further understands that in order to properly route calls from subscribers in some rural areas of the county, it will be necessary for the County to provide unique street addresses (including house numbers) for specific real estate parcels in these areas. Street addresses will be required for streets or thoroughfares which cross multiple jurisdictional boundaries and at present use only rural route and box number as an address. These street addresses would be for the Enhanced 911 System purpose only and would not affect current mailing addresses.

SECTION VII
SYSTEM FEATURES

The features of the Enhanced 911 System to be provided to the County shall include those features generally described in Section A24 of BST'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 BellSouth 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 Telephone Company operators.

SECTION IX
ACCESS TO USER FACILITIES

BST 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 System.

SECTION X
UNAUTHORIZED USE OF SYSTEM

It is understood and agreed that ANI and ALI information pertaining to incoming Enhanced 911 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 BST 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 BST. See Exhibit D for a copy of the selected provisions of BST'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 canceled in whole or in part, for any reason, prior to completion of the work involved, the County shall reimburse the Telephone Company 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 BellSouth Telecommunications, Inc. and ALLTEL Communication Inc. - Florida.

ATTEST:

NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS

By: 

J.M. Oxley, Jr.

Ex-Officio Clerk

Date: February 23, 1998

By: 

Date: 2/23/98

The above Letter of Intent is hereby accepted by BellSouth Telecommunications, Inc., this _____ day of _____, 1998.

BELLSOUTH TELECOMMUNI-
CATIONS, INC.

By: 

Date: _____

The above Letter of Intent is hereby accepted by AllTel Communications Inc. Florida, this _____ day of _____, 1998.

ALLTEL Communications Inc. FLORIDA

By: 

Date: _____

Approved as to form by the
Nassau County Attorney:

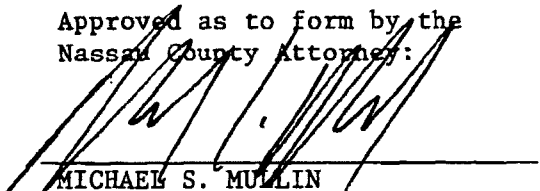

MICHAEL S. MULLIN

EXHIBIT A - (DATABASE PRICING FORECAST)

Projected Main Telephone Stations as of:

December 1998 31,000

	Non Recurring	Monthly
BST and ALLTEL provision of: Automatic Number Identification, Location Identification, Selective routing and Updates	\$ 73,470	\$ 5,735

Note : Expenditure calculated for 9,000 Alltel lines and 22,000 BellSouth lines. The per 1,000 access line charges are

ANI/ALI/SR \$2,370 non recurring and \$185 per month

EXHIBIT B - (Nassau PSAP)

QTY DESCRIPTION OF EQUIPMENT

1	ANI/ALI Controller equipped for 10 trunks. Features include, tandem transfer, remote diagnostics, CAD interface, 4 hour battery backup, and Full Redundancy
10	Analog administrative lines terminated on answering devices
5	IAP + Workstations (30 button) answering devices. Three positions will be panel mount and 2 positions will be desk top

Nassau - Projected Pricing Summary

The "good faith" estimate to deploy fully enhanced 9-1-1 service in the County has been summarized for your convenience. The expenditures include creation of the new database, provisioning of all associated trunking, as well as upgrading each existing emergency management location to function as a stand alone entity.

Description of Task	Non Recurring Charge	New Monthly	Current Monthly	Net Monthly Difference
Provisioning of circuits & database	\$ 73,470	\$ 5,735	\$ 2,325	\$ 3,410
Provisioning new Positron Equipment	\$ 3,000	\$ 3,600	\$ 3,100	\$ 500

It's important to note that Nassau County will not incur any of the database expenses during the entire implementation phase. This includes the initial building of the data base, telephone number loading, error resolution, design and provisioning of all associated circuits, call through testing, and final cutover.

Once the letter of intent is signed, we'll immediately arrange a meeting with you to review the total projected expenditures (**database and equipment**) to establish a financial plan or payment option that best meets Nassau County's requirements. We fully understand there's a trade off between the initial one time non recurring charge and the on going monthly expenditures.

EXHIBIT C - (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 system on the customer's premises.

Customer's Name on ALI Display

This feature provides the name of the customer as it appears on the telephone company's 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.

Selective Routing

This feature routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party and associated Emergency Service Number (ESN). ESN is a number that defines the set of emergency services (e.g., police, fire, emergency medical) within a particular district or zone. An ESN is associated with the Primary PSAP and possibly one or more secondary PSAPs.

EXHIBIT D - (LIABILITY & INDEMNITY)

When the use of service of facilities furnished by the Telephone Company 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 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, the Telephone Company 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 rate allowance of the tariff rate for the service or facilities provided to the customer for the time such interruption continues, after notice to BellSouth. 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 the Telephone Company 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 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 the Telephone Company 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, and which arise out of the negligence or other wrongful act of the Telephone Company, its user agencies or municipalities of employees or agents of any one of them.

EXHIBIT E - (NONDISCLOSURE AGREEMENT)

This Agreement is made by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia Corporation, and Nassau County ("Customer"), a local governmental entity located in Florida.

Customer has requested that BST provide confidential subscriber information for use by Customer in providing emergency response services to 911 and/or E911 calls.

Such information specifically includes subscriber telephone numbers, names and service addresses ("Information"). Customer hereby agrees to receive such Information of BST and to disclose such information subject to the following terms and conditions:

1. Except as authorized herein or as otherwise authorized in writing by BST, Customer agrees to protect such Information of BST, provided to Customer from whatever source, from distribution, disclosure or dissemination to anyone except employees or subcontractors of Customer with a need to know such Information in conjunction with the provision by Customer of emergency response services to 911 and/or E911 calls. Customer shall use the same standard of care to protect such Information of BST as it uses to protect its own similar confidential and proprietary information. Before disclosure of Information may be made to any subcontractor of Customer, the subcontractor shall sign an Agreement, in the form attached hereto as Attachment A.
2. All such information shall be used by Customer only for the purpose of assisting customer in more accurately identifying, updating and/or verifying the addresses of subscribers within customer's 911 and/or E911 servicing area in connection with Customer's provision of 911 and/or E911 services.
3. Customer shall make no copies of the Information received from BST except as may be essential for the verification of emergency response services to 911 or E911 calls.
4. Customer agrees not to identify BST or any affiliated company of BST in any advertising or publicity without the prior written permission of BST.
5. The Information and all copies of the Information shall be returned to BST within sixty (60) days of receipt of the Information from BST.

6. Customer agrees that BST, its employees, directors, officers, agents and subcontractors are not liable or responsible to Customer for any errors or omission in the Information, or for any damages in a civil action for injuries, death or loss to person or property incurred by any person as a result of any act or omission of BST or of any of its employees, directors, officers, agents or subcontractors, except for willful or wanton misconduct in connection with developing, adopting, implementing, maintaining or operating any 911 or E911 system.

7. Customer agrees to hold harmless and indemnify BST, its employees, directors, officers, agents and subcontractors from and against any and all claims or suits (including attorney's fees) which arise out of or result from the provision of Information, specifically including, but not limited to, all claims or suits resulting from or allegedly resulting from errors or omissions in the Information or the use of such Information by the Customer.

8. The undersigned expressly represents that he/she has the authority to execute this Agreement on behalf of Customer and that all necessary steps have been taken by Customer to authorize the execution of this Agreement.

9. This Agreement shall be effective as of _____.

10. This Agreement shall be construed in accordance with the laws of the State of Georgia.

11. No license to customer under any trademark, patent or copyright is either granted or implied by BST's disclosure of such Information to Customer.

12. This Agreement constitutes the entire agreement between the parties hereunder and may not be modified or amended other than by a written instrument executed by both parties. The parties represent that they have read this Agreement, understand it and agree to be bound by its terms and conditions. There are no understandings or representations, express or implied, which are not expressed herein.

BELLSOUTH TELECOMMUNICATIONS,
INC.

BY: 
(Signature)

BY: Row G. Ho
(Printed Name)

TITLE: Regional Act Mgr.

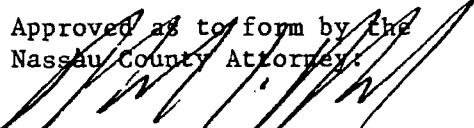
NASSAU COUNTY


BY: 
(Signature)

BY: Chris Kirkland
(Printed Name)

TITLE: Chairman
ATTEST:

Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLIN


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

Attachment A

to

Nondisclosure Agreement

The undersigned is a subcontractor of Customer assisting with the provision by Customer of emergency services to 911 and/or E911 calls. The undersigned has read and understands the attached Nondisclosure Agreement and agrees to abide by all of the terms and conditions of that agreement.

Dated : _____

Signature : _____

Name : (Printed) _____

Title : (Printed) _____

Employer : (Printed) _____

Business Address : _____

(Printed) _____

Telephone Number : _____

BellSouth Business Systems, Inc.
Suite 1220
6451 North Federal Highway
Fort Lauderdale, Florida 33308

February 11, 1998

Confidential

Mr. Bob Kotsis
Director - Department of Public Safety
Nassau County
11 North 14th Street, Box 12
Fernandina Beach, Florida, 32034

Dear Bob :

I sincerely appreciate the opportunity to provide Nassau County a quotation on the provisioning of your enhanced 9-1-1 database and new emergency management equipment.

I'm absolutely confident no other company can surpass BellSouth's knowledge, resources and expertise in the provisioning of Emergency Management systems, and that Positron is clearly the industry leader in 9-1-1 equipment.

The attached Letter of Intent has already been signed by both BellSouth and Alltel, and I'm sending it to you early for your review and signature. I've included two complete documents along with four original signature pages. One set is for the County to keep, and I'll make the necessary copies to distribute with original signature pages. I plan to attend the County meeting scheduled for 2/23/98 to answer any questions, and by that date I should also have the contracts for the PHREND system which will also require signature.

The "good faith" estimate for the database portion of the project has changed slightly and a new spread sheet is attached for your convenience. The change is as follows :

	Non Rec.	Monthly
Previous Estimate	\$ 73,200	\$ 5,645
Current Estimate	\$ 73,470	\$ 5,735

The equipment estimate has not changed, but I won't know for certain until I get the contracts back which I will be bring with me to the meeting. The pricing in this correspondence has been developed exclusively for Nassau County, and is considered confidential.

Once again, we appreciate your business, want to be your vendor of choice, and I'll see you soon. If you have any questions, please call me at 954-351-3960.

Sincerely,



Ronald E. Gitto
Regional Account Manager



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
John A. Crawford
Pete Cooper
Chris Kirkland
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

March 17, 1998

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Mr. Ron Gitto
Regional Account Manager
BellSouth Business Systems, Inc.
6451 North Federal Highway, Suite 1220
Fort Lauderdale, FL 33308

Dear Mr. Gitto:

Enclosed is your copy of the Letter of Intent to provide Nassau County with an enhanced 9-1-1 database and new emergency management equipment as approved by the Board of County Commissioners. Pursuant to your request, additional original signature pages are included for your distribution as appropriate.

We look forward to working with you on this project, and, if we may furnish any further assistance or information, please let us know.

Sincerely,

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

Jmg

Enclosure

Cc: Walter D. Gossett, County Coordinator
Robert Kotsis, Director, Department of Public Safety

(904) 225-2610 Board Room; 321-5703, 879-1029, (800) 958-3496

An Affirmative Action / Equal Opportunity Employer

DRAFT

Mr. Gossett reported that architects were making minor changes to the jail design, as discussed with the Sheriff, and will present a change order to the Board when finalized, hopefully June 26, 2000. Architects are reviewing with the Sheriff 911 call/dispatch within the Emergency Operation Center and working with the County Coordinator on space requirements for Fire/Rescue administration and Emergency Management daily operations. Any change orders will be presented for the Board's consideration.

Terry Eby made a presentation on equipment needs for the Emergency Operations Center. Upon the recommendation of Mr. Eby and Mr. Gossett, it was moved by Commissioner Howard, seconded by Commissioner Marshall and unanimously carried to proceed with design concept to utilize a centralized telephone/computer networking room to be located in the Emergency Operations Center to house all fiber-optics and other phone related equipment and 911 call/dispatch computer network.

Mr. Eby then reported new technology (hardware, firmware and software) will be needed to contain rising communications costs. He requested a comparative study on alternative service providers for County maintained systems. Upon the recommendation of Mr. Gossett, it was

DRAFT

moved by Commissioner Marshall, seconded by Commissioner Howard and unanimously carried for the Sheriff or his designee to prepare a request for proposal/bid documents for comparison study of owning versus long term rental or lease agreement with phone service provider, to be presented to the County Attorney for review to determine the appropriate concept to fit with the Emergency Operation Center building design.

Upon the recommendation of Linda Ottinger, the County's 911 Coordinator, it was moved by Commissioner Howard, seconded by Commissioner Marshall and unanimously carried to form a task force consisting of the County Coordinator and his designees from appropriate Board departments to look at radio systems for long term capital planning.

Mr. Gossett reviewed architect's drawings of the footprint and layout of the historic courthouse. The judiciary is currently reviewing the drawings. Mr. Gossett will present a change order on June 19, 2000 for the Board's consideration incorporating recommendations made by the Historic District Council. Mr. Gossett reported that Mr. D'Amato is preparing an updated matrix as requested by Commissioner Marshall.

Connie,

*Here is the address for the
Bell South Contracts.*

LD

LINDA DRAUGHN

SALES DIRECTOR

BELLSOUTH BUSINESS SYSTEMS, INC
SUITE 400
701 NORTH POINT PARKWAY
WEST PALM BEACH, FL, 33407



RAY GEIGER, Sheriff

NASSAU COUNTY
50 BOBBY MOORE CIRCLE
YULEE, FLORIDA 32097

OFFICE	904-225-0331 or 225-0332
CALLAHAN	879-1563 or 879-2009
JAIL	225-9185
COMMUNICATIONS	225-5174
CALLAHAN	879-3853
BRYCEVILLE / JAX	353-7072
FAX	225-9189

6/16/00

To: Nick Deonas, Chairman
Nassau County Board of County Commissioners

From: Ray Geiger
Nassau County Sheriff

Subj: Letter of Intent Charges with BELLSOUTH

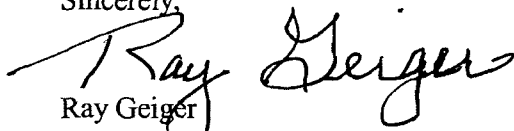
Chairman,

The current Letter of Intent (LOI) that the Board of County Commissioners (BOCC) has with BELLSOUTH establishes a tariff based "line charge" (\$185 per 1000 lines) against the number of active 911 phone lines that are in Nassau County. That current expense is based on 38,210 phone lines.

When reviewing the projected 2000-2001 revenue that should be generated by the Subscriber Exchange Toll requirements for Nassau County, a difference has been found in the amount of projected revenue versus tariff based line count that the BOCC pays on their monthly 911 telephone bill.

As stipulated in the Inter Local Agreement, the LOI is controlled by the BOCC. Therefore, I recommend that the BOCC investigate this difference in applied revenue for not only the projected fiscal year of 2000-2001, but also the last two fiscal years. Staff will make available all documentation required by whomever you appoint to oversee this review.

Sincerely,


Ray Geiger
Sheriff

cc: 911 Coordinator ✓
Clerk of Courts

*6/19/00 authorized Walt to investigate
re long back accumulation for
corrective measures.
CA*

**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
BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 1 of 6

Customer Initials _____

Date _____

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL99-A158-02

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

PRIVATE/PROPRIETARY

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

Page 2 of 6

Customer Initials _____

Date _____

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL99-A158-02

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.


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.

Page 3 of 6

Customer Initials

Date



**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL99-A158-02
Option 1 of 1

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.

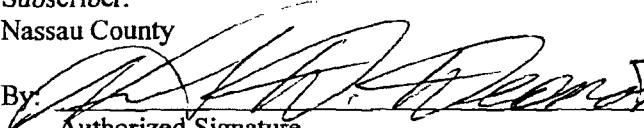
The service interval will be negotiated.

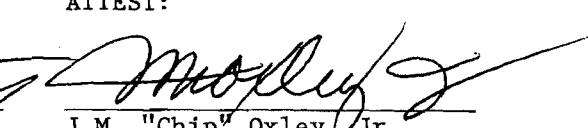
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Nassau County

ATTEST:

By: 
Authorized Signature

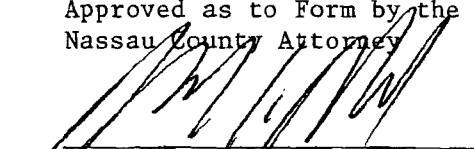

J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Printed Name: Nick D. Deonas

Approved as to Form by the
Nassau County Attorney

Title: Chairman

Date: February 28, 2000


Michael S. Mullin

Company:
BellSouth Telecommunications, Inc.

By: 
Authorized Signature

Printed Name: SCOTT BADGETT

Title: for Assistant Vice President

Date: 3/3/00

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.

Page 4 of 6

Customer Initials 

Date _____

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL99-A158-02
Option 1 of 1

RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. Contract Preparaton Charge	\$337.00	\$.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.

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.

Page 5 of 6

Customer Initials _____

Date _____

**SPECIAL SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL99-A158-02
Option 1 of 1

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


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.

Page 6 of 6

Customer Initials

Date



**NASSAU COUNTY SHERIFF'S DEPARTMENT****911 COORDINATOR'S OFFICE****P. O. BOX 1990
YULEE, FL 32041-1990**

11/03/00

To: Nick Deonas, Chairman,
Nassau County Board of County Commissioners
P.O. Box 1010
Fernandina Beach, Fl, 32035

From: Terry L. Eby
Deputy 911 Coordinator
Nassau County Sheriff's Office

Via: Walt Gossett
County Coordinator

RE: BellSouth Special Service Arrangement Agreement

Chairman,

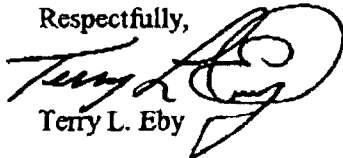
Enclosed is the "Special Assembly" contract which is required to be approved by the BOCC as it effects the distribution of 911 Toll account funds by contract.

This "Special Assembly" allows Nassau County to download to the 911 mapping and addressing system the actual 911 database that is used by BellSouth and ALLTEL to establish our 911 call database, on an "as needed" basis. This is the first active input to our database for address validation.

The one time initialization cost of \$2,283.00 and the monthly re-occurring charge of \$235.00 (\$2,820 annually) has been budgeted in the 911 Toll account for fiscal 2000-2001.

The \$157.00 fee that is also listed as a cost reflects the selective router functions which are required. This charge is already under contract with BellSouth and Nassau County from another "Special Assembly" signed in December, 1999 for the Call Reporting Software that is in use with the Public Safety Answering Point (PSAP) equipment. Therefore, we do not incur this cost again.

Respectfully,



Terry L. Eby

cc: Linda Ottinger

OFFICE LOCATION: 50 BOBBY MOORE CIRCLE, YULEE, FL

PHONE: (904) 225-0331 • 321-5953 • 879-2009 • 879-0911 FAX: (904) 321-5999 • 879-0913