

ATN, INC.
PROPOSAL CONTRACT AND AGREEMENT

This telephone service "Shared Revenue" Agreement is entered into this 9th day of September 2002, by and between **Nassau County Detention Center**, herein known as the "Customer", and **ATN, Inc.**, (AmTel) herein known as "AmTel".

WHEREAS, AmTel is engaged in the business of providing certain telecommunications equipment and charge-for-call telephones and services, and providing automated-operator assisted station-to-station or person-to-person collect telephone calls, and;

WHEREAS, Customer has full operating and management responsibility for the detention facility, jail, or prison, herein known as the Facility, and with respect to those premises so noted, wishes to establish a pay telephone vending arrangement as described herein:

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and agreements contained herein and other good and valuable considerations, do hereby agree as follows:

1. Customer hereby grants AmTel an exclusive license to install and operate pay-for-call telecommunications equipment at the Facility, and hereby agrees to provide space in the noted facility for the purposes of installing such equipment.
2. AmTel shall be responsible for the procurement, purchase, installation, maintenance and service of all such equipment. AmTel shall have the exclusive right to determine the number, type, and location of the pay telephone stations, and shall commence installation within ninety (90) days from the availability of a Customer Owned Pay Telephone (COPT) service line from the local telephone utility company. AmTel shall not be liable for any delays in installation.
3. AmTel shall have the exclusive right to obtain usage and billing information, order, connect or disconnect pay telephone services, select carriers, purchase available public utility equipment, handle all billing and payments. AmTel shall be responsible for the payment of all charges in connection with the pay for call telephones.
4. AmTel shall maintain the phones in good working order, and shall keep the enclosures and telephone equipment clean and properly repaired. AmTel shall not be liable of any lost income during a period that any telephone is out of order or being repaired.
5. AmTel shall be responsible for the managing of all call detail records for the system, including but not limited to: the rating of each record in accord with rates, terms and conditions, for providing intraLATA, interLATA, and interstate telecommunications services as filed with the Florida Public Service Commission, for the blocking and unblocking of user billing numbers, and preparation and processing all qualifying message records for billing and collection of revenue.
6. In consideration for this exclusive license and lease agreement AmTel shall pay the Customer a commission fee of fifty percent (50%) of the Total Net Revenues.
7. Total Net Revenues shall be defined as all Monthly Gross Receipts for all completed message records generated from the Customer's Facility minus post processing adjustments for unbillable or uncollectable records, and minus the following direct costs; local line charges, long distance charges, billing and out-clearing fees and charges, and billed number validation charges.
8. Commission payment shall be made to Customer, or Customer's designee within one hundred and twenty (120) days after the last day of each calendar month on the basis of all receipts in that month. The first payment may be expected within approximately one hundred and twenty (120) days from the date of system installation, and will continue each month thereafter.
9. AmTel shall submit, at the Customer's request, a detailed accounting of all revenues received, expenses incurred, and fees and charges and commissions paid in regard to all qualifying message records generated from the Facility. All rates and charges under this agreement shall conform to the Public Service Commission regulations for the state of call origin.

** 9-16-02 Contracting entity is not legal on the telephone contract with Amtel and the contract should be rescinded and a new contract drafted with sheriff.

10. Legal title to all telephones and installed equipment shall remain vested with AmTel. Customer shall not remove or relocate the installed equipment without AmTel's express consent. Relocation at Customer's request shall be at Customer's expense. AmTel is to accept no liability for holes in walls, floors, or other surfaces which result from the installation or removal of the equipment. Upon termination of this agreement, AmTel shall be responsible only for the removal of the equipment. Customer shall restore the premises to their original condition. AmTel shall not be responsible for damage to the premises which occurs due to vandalism. AmTel shall indemnify, defend and hold Customer harmless from any liability in connection with the placement, maintenance, or usage of the telephone equipment.

11. Customer hereby represents that the Facility is owned and/or exclusively operated by the Customer and Customer is authorized to enter into this agreement with respect to the Facility, and that the undersigned is authorized to bind the Facility to this agreement.

12. Should the detention functions of any named Facility be transferred to a new location, or building, during the life of this contract, AmTel shall have the option of relocating telephone equipment and services to the new location, at no liability or expense to Customer, and to maintain the terms of this agreement in full effect.

~~13. If legal enforcement of the terms of this agreement is necessary, the prevailing party shall be entitled to reasonable attorney's fees and costs. AmTel and the Customer mutually agree to cooperate to the fullest extent possible and the best of each party's ability to facilitate the provisioning of terms and services described herein.~~ *** See Attached Dispute Resolution.

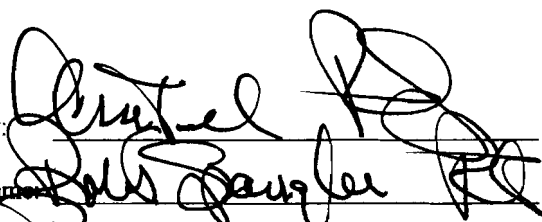
14. This agreement shall be deemed to be a contract made under the laws of the State of Florida and the interpretation and performance of the agreement shall be governed by all applicable State laws, and shall be binding upon the parties hereto, their successors, and assignees. AmTel may assign this agreement to any other competent person or entity capable of performance.

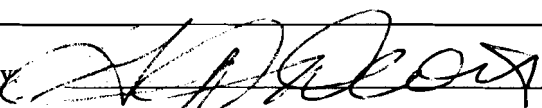
15. The term of this agreement shall be for eighty-four (84) calendar months from the date of initial installation of equipment or the termination date of any preexisting agreement. AmTel may terminate this contract at any time during the duration of this agreement upon thirty (30) days written notice to the Customer. The Customer may terminate this agreement only if AmTel fails to install telephone equipment as agreed, or to correct any other default within thirty (30) days after receipt of written notice of such deficiency by the Customer. This agreement shall continue for an additional sixty (60) calendar months unless either party notifies the other in writing of its intent to terminate this agreement at least three (3) months prior to the final date of exportation. Notice of termination of this agreement for any reason must be provided in writing thirty (30) days in advance, and delivered to the address listed below. Upon termination of this agreement, each party agrees to satisfy any and all of its outstanding obligations arising under this agreement.

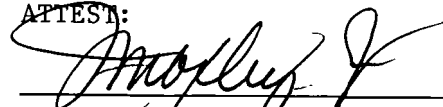
16. This is the entire agreement between the parties; there are no oral arrangements of any kind; any future modifications to this agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, AmTel and Customer have executed this Agreement as of the date and year first set forth above.

ATN, Inc.
919 Dilworth Street
St. Marys, Georgia 31558

By: 
Name: Chris Baugher
Title: Pres.
Date: Sept 9, 2002

By: 
Name: Nick D. Deonas
Title: Chairman, Board of County Commissioners
Date: September 9, 2002

ATTEST:


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

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:



MICHAEL S. MULLIN

DISPUTE RESOLUTION:

Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence. Contractor shall not stop work during the pendency of mediation.

CONTRACT SIGN OFF

PROJECT NAME PAY PHONE SERVICE FOR JAIL PROJECT # _____

VENDOR ATN, INC. (AmTel)

ADDRESS 919 Dilworth Street
St. Marys, GA 31558

CONTRACT AMOUNT _____ DATE REC'D _____

FUNDING SOURCE: _____

DATE TO PUBLIC WORKS DIRECTOR _____ REC'D PWD _____

DATE TO P.W. CONTRACT MGR _____ REC'D PWCM _____

DATE TO COUNTY COORDINATOR 9-5-02 REC'D CO COORD _____

DATE TO COUNTY ATTORNEY 9-5-02 REC'D CO. ATTY _____

DATE TO CLERK 9-5-02 REC'D CLERK _____

CONTRACT APPROVAL

PUBLIC WORKS DIRECTOR _____ DATE _____

CONTRACT MANAGER _____ DATE _____

COUNTY COORDINATOR _____ DATE _____

COUNTY ATTORNEY _____ DATE 9/6/02

CLERK _____ DATE 9/4/03

APPROVAL BY BOARD OF COUNTY COMMISSIONERS

DATE SENT TO COORDINATOR FOR AGENDA PACKET _____

BOARD MEETING APPROVAL DATE 9-9-02

COPY DISTRIBUTION: _____

TO FINANCE DATE 9-10-02

TO VENDOR _____

TO OTHER APPROPRIATE PARTIES _____

PAYMENT & PERFORMANCE BONDS OBTAINED _____

*• USED Prescription
PAGE. & take out page 13*

06:55 Following clarification from the Board that the telephone contract with Amtel for pay phones for prisoners at the jail should be with the Sheriff, the Clerk withdrew a request for a list of requirements. It was then moved by Commissioner Marshall, seconded by Commissioner Howard and unanimously carried to notify Mr. Spangler that the contracting entity is not legal on the telephone contract with Amtel and the contract should be rescinded and a new contract drafted with the Sheriff.