

cm1797

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL06-N874-01

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Nassau County Board of County Commissioners ("Customer or Subscriber"), and is entered into pursuant to Tariff Section B5 of the Private Line 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 this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement 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. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
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. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
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 this Agreement 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.
7. (a) If Subscriber cancels this Agreement or a Service provided pursuant to 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 the tariff or stated elsewhere in this Agreement, termination charges are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.

A CERTIFIED TRUE COPY
[Signature]
 EX-OFFICIO, Clerk of the Board of County Comm.
 Nassau County, Florida

PRIVATE/PROPRIETARY

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

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(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company 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
19KK2 SBT 301 W. Bay Street
Jacksonville, FL 32202

Subscriber

Nassau County Board of County Commissioners
76347 Veterans Way
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 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.
12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

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organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

15. Should any state or federal legislative or regulatory authority with appropriate jurisdiction determine that any or all of the Regulated Services provided hereunder should no longer be regulated or provisioned under previously applicable tariffs, and provided it is otherwise permissible under applicable state or federal law, the Parties agree that their respective provision and purchase of such Regulated Services shall thereupon be governed by the terms and conditions of this Agreement.

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Option 1 of 1

Offer Expiration: This offer shall expire on: 7/30/2007.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for MegaLink® service.

This Agreement is for thirty-six (36) months.

Under this Agreement, the service may only be purchased by Customers whose traffic on this service will be at least 90% intrastate. Customer is responsible for complying with this requirement, and by ordering or accepting such service under this Agreement, Customer is representing to the Company that its traffic on the service will be at least 90% intrastate.

Customer understands and agrees that Company is relying upon Customer's representations concerning the proper jurisdiction of any and all circuits ordered under this Agreement. Customer expressly agrees that Company has the right, in its sole discretion, to immediately convert any circuit or service to the correct jurisdiction, and adjust the rates and terms accordingly, should the Company determine that the jurisdictional nature of the circuit or service is different than what the Customer represented. Customer agrees to hold the Company harmless, and to indemnify and defend the Company from any and all claims that may result from the Company's conversion of any circuit or service to the correct jurisdiction, based on any good faith effort to comply with applicable regulatory requirements.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials



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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

By: *Jim B. Higginbotham*
Authorized Signature

Printed Name: Jim B. Higginbotham

Title: Chairman, Board of County Commissioners

Date: April 23, 2007

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: *Jeff Parsons*
Authorized Signature

Printed Name: Jeff Parsons

Title: Sales Manager

Date: 4-27-07

Nassau County signatures continued:

Attest as to Chairman Signature
John A. Crawford
John A. Crawford, Esq. Officio Clerk



Approved as to form by the
Nassau County Attorney:
David A. Hallman
David A. Hallman

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RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	MegaLink® Service Establishment Charge, per entire MegaLink®	\$.00	\$.00	MGLSE
2	MegaLink® service, Digital Local Channel, first 1/2 mile	\$.00	\$90.30	1LDP2
3	MegaLink® service, Digital Local Channel, each additional 1/2 mile	\$.00	\$24.00	1LDPA
4	Interoffice Channel, each channel 9-25 miles, fixed component	\$.00	\$56.76	1LNO2
5	Interoffice Channel, each channel 9-25 miles, each airline mile or fraction thereof	\$.00	\$13.00	1LNOE
6	Clear channel capability, extended superframe format, at initial installation	\$.00	\$.00	CCOEI
7	MegaLink® service, premises visit, per visit	\$.00	\$.00	MGLPV

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RATES AND CHARGES

NOTES:

All applicable rates and regulations for this service as set forth in the Private Line Services Tariff and the General Subscriber Service Tariff are in addition to the rates and regulations contained in this CSA.

These rates and charges include the rate elements that have been specifically discounted. Other rate elements that are used in the provision of the service may not have been listed but can be found in the appropriate BellSouth tariff.

In the event that all or any part of the Service is disconnected at Customer's request prior to expiration of any selected minimum service term of greater than one month's duration, Customer will be required to pay an early termination charge as stated in the terms and conditions. The provisions concerning liability for early termination charges only shall not be applicable to Customer when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

1. a statute;
2. an ordinance;
3. a policy directive; or
4. a Constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When Service is being provided and funding to the governmental entity for such Service becomes unavailable, Customer may cancel the Service without additional payment obligation. Provided, however, that if Customer cancels the Service for any reason other than the unavailability of funds, the early termination liability provisions in the terms and conditions shall apply.

The following nonrecurring charges will not apply upon initial installation. However, if any of the service is disconnected prior to the expiration of this CSA, then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability.

<u>USOC</u>	<u>NONRECURRING CHARGE</u>
WGGVF-Contract Preparation Charge	\$326.00
MGLSE	\$575.00, each
1LDPZ	\$350.00, each
1LNO2	\$100.00, each
MGLPV	\$ 40.00, each

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

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NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Contract Management Department
96135 Nassau Place, Suite 6
Yulee, Florida 32097

December 18, 2017

Sent via CERTIFIED MAIL 7005 1160 0000 9056 9014

BellSouth Telecommunications, Inc.
Assistant Vice President
19KK2 SBT 301 W. Bay Street
Jacksonville, FL 32202

Subject: Contract Service Arrangement Agreement, Case Number FL06-N874-01
Contract Tracking No. CM1797

Dear Sir:

The above referenced agreement between BellSouth Telecommunications, Inc. dba BellSouth and Nassau County Board of County Commissioners to provide for MegaLink service was fully executed by both parties on April 27, 2007. The agreement was for an initial term of thirty-six (36) months and provided additional one-year auto-renewal terms unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Pursuant to the Agreement, this letter will serve as our notice of non-renewal of the services included in the agreement. Cancellation of this agreement will be effective April 26, 2018 at the end of the current term.

Please feel free to contact me with any questions. I can be reached at (904) 530-6040 or via email at cyoung@nassaucountyfl.com.

Sincerely,

Charlotte J. Young
Contract Management

cc: Norman Kennedy, Technical Services
Office of John A. Crawford, Ex-Officio Clerk