

**ADDENDUM  
AGREEMENT**

Case Number FL07-4636-01

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Board of County Commissioners of Nassau County ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Special Service Arrangement (SSA) Agreement FL01-6538-03. This Addendum 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.

Offer Expiration: This offer shall expire on: 7/22/2007.

1. 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.
2. 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.
3. 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 This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized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.

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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.

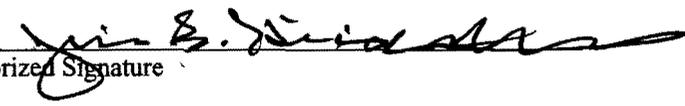
**ADDENDUM**  
**AGREEMENT**

Case Number FL07-4636-01

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

Accepted by:

Subscriber:  
Board of County Commissioners of Nassau County

By:   
Authorized Signature

Printed Name: Jim B. Higginbotham

Title: Chairman

Date: June 6, 2007

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

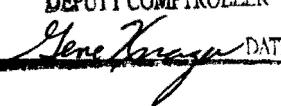
By:   
Authorized Signature

Printed Name: Jeff Parsons

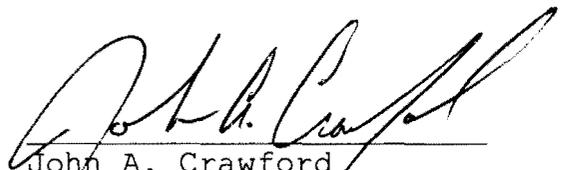
Title: Sales Manager

Date: 6-27-07

REVIEWED BY GENE KNAGA  
DEPUTY COMPTROLLER

 DATE 6/8/07

Attest as to Chairman's  
Signature:

  
John A. Crawford  
Its: Ex-Officio Clerk

Approved as to form and legality  
by the Nassau County Attorney:

  
David A. Hallman

PRIVATE/PROPRIETARY

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**ADDENDUM**  
**AGREEMENT**

Case Number FL07-4636-01  
Option 1 of 1

Service description:

This Addendum Agreement provides rates and charges for a per hour rate for Vendor supplied labor provided by InterAct.

All terms and conditions of Special Service Arrangement Agreement FL01-6538-03 apply to this Addendum Agreement unless modified herein.

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**ADDENDUM**  
**AGREEMENT**

Case Number FL07-4636-01  
Option 1 of 1

**RATES AND CHARGES**

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Nonrecurring Charge = Customer Purchase Monthly Rate = Maintenance InterAct Vender supplied labor -Per hour (Addendum to FL01-6538-03. Add rate element.)	\$165.00	\$ .00	W2299

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**ADDENDUM  
AGREEMENT**

Case Number FL07-4636-01  
Option 1 of 1

**RATES AND CHARGES**

**NOTES:**

There are no other additions, deletions or changes to Special Service Arrangement Agreement FL01-6538-03 included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

**END OF ARRANGEMENT AGREEMENT OPTION 1**

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PRIVATE/PROPRIETARY

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**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number FL01-6538-03

Option 1 of 1

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.

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,

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**PRIVATE/PROPRIETARY**

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Customer Initials

Date 10-22-01

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number FL01-6538-03

Option 1 of 1

Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

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

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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Customer Initials

JSW

Date

10.22.01

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number FL01-6538-03

Option 1 of 1

Subscriber

Nassau County  
PO Box 456  
Fernandina Bch, FL 32034

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.

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Customer Initials

JMM

Date

10.22.01

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number FL01-6538-03

Option 1 of 1

Offer Expiration: This offer shall expire on: 2/22/02.

Estimated service interval following acceptance date: Negotiable weeks.

**Service description:**

This Special Service Arrangement provides a one-time charge for purchase and installation of InterAct Systems, Inc. E911 Public Safety Answering Position (PSAP) equipment and software. The monthly rate for maintenance is included.

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

By: *Marianne Marshall*  
Authorized Signature

Printed Name: MARIANNE MARSHALL

Title: Chairperson BOCC

Date: 10-22-01

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

By: *Michael F. King*  
Authorized Signature

Printed Name: Michael F. King

Title: Area Mgr

Date: 11/08/01

PRIVATE/PROPRIETARY

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Customer Initials *MSK*

Date 10-22-01

AGREEMENT

Case Number FL01-6538-03

Option 1 of 1

**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Vertical Applications Server - Basic Components a) each	\$8,236.00	\$145.00	W11JA
2. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Vertical Applications Server - Medium Dual Processor Server a) each	\$10,299.00	\$218.00	W11JD
3. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Vertical Applications Server - MS Windows NT Server Additional User License a) each	\$570.00	\$2.00	W11JH
4. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct 24 Port 10/100 Redundant Ethernet Switch a) each	\$3,125.00	\$66.00	W11JJ
5. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct 36 Port 10/100 Redundant Ethernet Switch a) each	\$5,190.00	\$110.00	W11JK

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Customer Initials

*[Handwritten Signature]*

Date

10.22.01

AGREEMENT

Case Number FL01-6538-03

Option 1 of 1

**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
6. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct 10/100 Base TX NIC (10/100 Megabytes per second Network Interface Card) a) each	\$181.00	\$4.00	W11JL
7. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct CAD Workstation a) each	\$3,780.00	\$80.00	W11JM
8. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct CAD/GIS/CTI/RMS Monitor - Digital, 17 Inch a) each	\$736.00	\$16.00	W11JP
9. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct MS Windows NT Workstation - SP5 a) each	\$207.00	\$5.00	W11JV
10. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Appian Quad Video card a) each	\$984.00	\$12.00	W11K9
11. InterAct Staging (Per Workstation - CAD)	\$1,036.00	\$0.00	W11K7

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Customer Initials

*[Handwritten Signature]*

Date

10-22-01

**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
11. a) each			
<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
12. InterAct Staging (Per Workstation - RMS) a) each	\$259.00	\$ .00	W11K8
13. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Vertical Software Modules - 911 Interface Software a) each	\$4,143.00	\$60.00	W11JW
14. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Vertical Software Modules - CAD Software a) each	\$9,322.00	\$66.00	W11JX
15. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Vertical Software Modules - Wrecker Module Software a) each	\$621.00	\$5.00	W11JY
16. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Vertical Software Modules - Warrants Module Software	\$621.00	\$5.00	W11JZ

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Customer Initials

*[Handwritten Signature]*

Date

10-22-01

BBS FORECASTING FL  
**SPECIAL SERVICE ARRANGEMENT**  
AGREEMENT

Case Number FL01-6538-03  
 Option 1 of 1

**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
16. a) each			
<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
17. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Vertical Software Modules - GIS Interface with CAD Software a) each	\$6,215.00	\$43.00	W11J1
18. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Vertical Software Modules - Fire Records Management Software a) each	\$829.00	\$10.00	W11J4
19. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Vertical Software Modules - Jail Management Software a) each	\$1,450.00	\$13.00	W11J5
20. InterAct Training 911 CAD - Dispatchers a) each	\$308.00	\$0.00	W11J6
21. InterAct Training 911 CAD - Supervisor a) each	\$777.00	\$0.00	W11J7
22. InterAct Training GIS (standalone) - User	\$317.00	\$0.00	W11J9

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Customer Initials

*[Handwritten Signature]*

Date

10-22-01

BBS FORECASTING FL  
SPECIAL SERVICE ARRANGEMENT  
AGREEMENT

Case Number FL01-6538-03  
Option 1 of 1

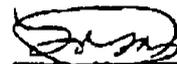
**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
22. a) each			
23. InterAct Training GIS - Supervisor a) each	\$777.00	\$ .00	W11KA
<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
24. InterAct Training Fire Records Management System (RMS) - User a) each	\$155.00	\$ .00	W11KF
25. InterAct Training Fire Records Management System (RMS) - Supervisor a) each	\$518.00	\$ .00	W11KG
26. InterAct Training Jail Records Management System (RMS) - User a) each	\$155.00	\$ .00	W11KJ
27. InterAct Training Jail Records Management System (RMS) - Supervisor a) each	\$518.00	\$ .00	W11KK
28. InterAct Documentation 911/CAD/GIS - User a) each	\$78.00	\$ .00	W11KM
29. InterAct Documentation 911/CAD/GIS - Supervisor a) each	\$78.00	\$ .00	W11KN
30. InterAct Documentation GIS - User	\$78.00	\$ .00	W11KO

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Customer Initials



Date

10-22-01

AGREEMENT

Case Number FL01-6538-03

Option 1 of 1

**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
30. a) each			
31. InterAct Documentation GIS - Supervisor a) each	\$78.00	\$ .00	W11KP
32. InterAct Documentation Fire Records Management System (RMS) - User a) each	\$78.00	\$ .00	W11KS

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
33. InterAct Documentation Fire Records Management System (RMS) - Supervisor a) each	\$78.00	\$ .00	W11KT
34. InterAct Documentation Jail Records Management System (RMS) - User a) each	\$78.00	\$ .00	W11KU
35. InterAct Documentation Jail Records Management System (RMS) - Supervisor a) each	\$78.00	\$ .00	W11KV
36. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Basic InterAct Interceptor Controller a) each	\$35,210.00	\$463.00	W114A
37. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance	\$20,197.00	\$267.00	W114B

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Customer Initials

*[Handwritten Signature]*

Date

10-22-01

AGREEMENT

Case Number FL01-6538-03

Option 1 of 1

**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
37. InterAct CTI Interceptor First Position - without Monitor a) each			
38. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct CTI Interceptor Additional Positions - without Monitor a) each	\$14,332.00	\$299.00	W114C

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
39. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Station Card, Primary a) each	\$2,242.00	\$42.00	W11X8
40. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Additional Line Card Shelf (holds 10 line cards or 911 trunk cards) a) each	\$2,786.00	\$55.00	W114F
41. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Additional Station Card Shelf (holds up to 10 positions) a) each	\$3,328.00	\$66.00	W114G

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Customer Initials

*[Handwritten initials]*

Date

*10.22.01*

**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
42. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Caller ID Card for Interceptor a) each	\$702.00	\$13.00	W114J
43. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Additional 911 Trunk Cards a) each	\$1,234.00	\$23.00	W114K

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
44. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Auto Ringdown Line for Interceptor a) each	\$574.00	\$11.00	W114N
45. InterAct Training Interceptor - Setup Fee - Customer location (Note: If training at InterAct, Setup Fee will not apply.) a) each	\$1,843.00	\$14.00	W114V
46. InterAct Training Interceptor - User a) each	\$263.00	\$2.00	W114W
47. InterAct Training Interceptor - Supervisor a) each	\$369.00	\$3.00	W114X

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Customer Initials JTB  
Date 10.22.01

**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
48. InterAct Training Interceptor - MIS System - User a) each	\$579.00	\$5.00	W114Z
49. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Telephone Radio Headset Interface a) each	\$532.00	\$11.00	W11XB
50. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Instant Recall Recorder a) each	\$1,062.00	\$23.00	W11XP

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
51. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Station Card, Primary (spare) a) each	\$1,767.00	\$33.00	W11XU
52. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct 911 Trunk Card (spare) a) each	\$1,035.00	\$19.00	W11XW
53. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct	\$13,863.00	\$228.00	W11X2

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Customer Initials                       
 Date 10.22.01

RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
53. Interceptor MIS System a) each			
54. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct MIS Application - User a) each	\$302.00	\$6.00	W11HT
55. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Line Card Slot Cover a) each	\$16.00	\$1.00	W11X5
56. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct Caller ID Line Card a) each	\$597.00	\$11.00	W11X6

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
57. InterAct S3200 Operator Manual a) each	\$16.00	\$1.00	W11X1
58. Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance InterAct NCIC Interface To InterAct CAD a) each	\$1,295.00	\$14.00	W1120
59. Nonrecurring Charge = Customer Purchase	\$995.00	\$2.00	W112P

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Customer Initials

John

Date

10-22-01

AGREEMENT

Case Number FL01-6538-03

Option 1 of 1

**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
59. (includes installation) Monthly Rate = Maintenance InterAct NCIC Emulation Software (FL/GA/SC) a) each			
60. Contract Preparation Charge	\$219.00	\$0.00	WGGVF

**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.

Note 2:

The Customer must subscribe to rate elements within the first twelve (12) months of acceptance of the Agreement. Addition of equipment beyond the initial twelve (12) month period will require a new Special Service Arrangement.

Note 3:

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

Note 4:

This Agreement does not cover the following:

- damages caused by disasters such as fire, flood, wind, or earthquake.
- damages caused by unauthorized disconnects or de-powering of the equipment.
- damages caused by power surges, undervoltage, overvoltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
- damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.
- damage during shipment other than original shipment to the Customer.
- damage caused by consumables or spilled liquids, impact with other objects.
- damage caused by any other abuse, misuse, mishandling, misapplication.
- damage caused by software viruses, however introduced.

PRIVATE/PROPRIETARY

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

Customer Initials

[Signature]

Date

10-22-01

AGREEMENT

Case Number FL01-6538-03

Option 1 of 1

**RATES AND CHARGES**

**NOTES:**

In addition, in the case of damage, loss, theft or destruction of the equipment or software due to the negligence or willful act of the Customer or other persons authorized to use the equipment or software, and not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

**Note 5:**

The Customer must provide proper grounding and bonding of the equipment as specified in the E9-1-1 PSAP Site Requirements document. (See Attachment 1)

**Note 6:**

Devices or software not provided by the Company will not be maintained by the Company even though interconnected or integral to the System.

**Note 7:**

Should Nassau County fail to appropriate funds to provide the continuation of this type of service, this Agreement shall terminate on the date funds are no longer available without termination charges or other liability incurring to Nassau County. Nassau County shall provide the Company with ninety (90) days notice if such time is available.

**END OF ARRANGEMENT AGREEMENT OPTION 1**

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Customer Initials

[Signature]

Date

10-22-01