

NASSAU COUNTY, FLORIDA

LETTER OF INTENT

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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 authorizes 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 PROVISIONS

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 charge 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 Points (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 Exhibits C and D. The preliminary list of primary and secondary PSAPs is contained in Exhibit B.

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 SERVICE

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 GRAPHIC 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, any such updated geographical information. It is 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 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 purposes 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 reasonable 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 or 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 E 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 Florida, Inc.

ATTEST:

NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: 

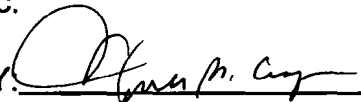
BY: 

Date: December 11, 1995

Title: Chairman

The above Letter of Intent is hereby accepted by BellSouth Telecommunications, Inc., this 6th day of December, 1995.

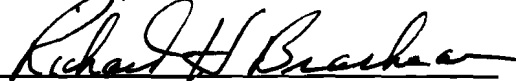
BELLSOUTH TELECOMMUNICATIONS,
Inc.

BY: 

TITLE: Ass. Atty. General

The above Letter of Intent is hereby accepted by ALLTEL Florida, Inc., this 12th day of December, 1995.

ALLTEL Florida, Inc.

BY: 

Title: President

Approved as to form by the
Nassau County Attorney:

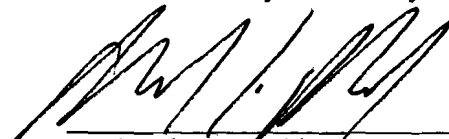

Michael S. Mullin

EXHIBIT A

NASSAU COUNTY ENHANCED 911

PRICING FORECAST

Main Telephone Stations as of

October 1995

26,000

Service Establishment	Monthly
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Basic Service for the provision of:
Automatic Number Identification,
Location Identification, Selective
Routing and Updating.

BST and ALLTEL Charges

\$61,676.00

\$4,810.00

EXHIBIT B

NASSAU COUNTY ENHANCED 911

PSAP LOCATION

PSAP LOCATION

Nassau County Sheriff's Department 911 Center

EXHIBIT C
NASSAU COUNTY
PSAP EQUIPMENT PROPOSAL

<u>Qty</u>	<u>Description</u>
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ANI/ALI (LIFELINE)

1	ANI/ALI Controller (10 Trks, 4 Pos., 6 Admin. Lines)
1	Redundant Common Control Option

MISCELLANEOUS OPTIONS FOR PHREND AND LIFELINE PRODUCTS

4	IAP Workstations with EL Display (30 Button)
1	Interconnect Panel
1	CAD Interface Software Package
10	Network Interface Modules
1	KSU
6	KTU's

Note: Design and pricing based on current configuration; final design may reduce price.

NONRECURRING:	\$2,370.00
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MONTHLY:	\$3,735.00
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EXHIBIT D 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 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. As ESN is associated with the primary PSAP and possibly one or more secondary PSAPs.

EXHIBIT E
NASSAU COUNTY ENHANCED 911
LIABILITY AND INDEMNITY

When the use of service or 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 rata 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 by 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 associate 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 hereunder, and which arise out of the negligence or other wrongful act of the Telephone Company, the customer, its user agencies or municipalities or employees or agents of any one of them.

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. 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, except as authorized herein or as otherwise authorized in writing by BST. 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 agreeing to be bound by the terms of this 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. In no event may Customer place such Information in any computer-aided dispatch system or any type of computerized mapping or dispatch system.
3. Customer shall make no copies of the Information received by its 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 or 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 omissions 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 January 1, 1996.

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, NASSAU COUNTY
INC.**

BY: Jeannie P. Gustafson
(Signature) 12/7/95

BY: Jeannie P. Gustafson
(Printed Name)

TITLE: Sales Manager

BY: Jimmy L. Higginbotham
(Signature)

BY: Jimmy L. Higginbotham
(Printed Name)

TITLE: Chairman

Approved as to form by the Nassau County Attorney:

Michael S. Mullin
Michael S. Mullin

Attachment A
to
Nondisclosure Agreement

The undersigned is a subcontractor of Customer assisting with the provision by Customer of emergency response 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:



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

Jim B. Higginbotham
John A. Crawford
Tom Branan
Chris Kirkland
Jimmy L. Higginbotham

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

T. J. "Jerry" GREESON
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

MEMORANDUM

TO: JEAN BRADY, BELL SOUTH BUSINESS SYSTEMS
FROM: T. J. "JERRY" GREESON, EX-OFFICIO CLERK *Jf*
DATE: JANUARY 12, 1996
RE: LETTER OF INTENT

Enclosed for your files is an executed copy of the Letter of Intent between BellSouth Telecommunications, Inc., and ALLTEL Florida, Inc., for the implementation of the Enhanced 911 Emergency Service System in Nassau County.

If you have any further questions, please do not hesitate to contact Walt Gossett, County Coordinator, at (904) 321-5782.

Sent to:
Jean Brady, Account Manager
Bell South Business Systems
Suite 1220
6451 North Federal Highway
St. Landeale, FL 33308

(904) 225-9021 Board Room; 321-5703, 879-1029, 355-6275

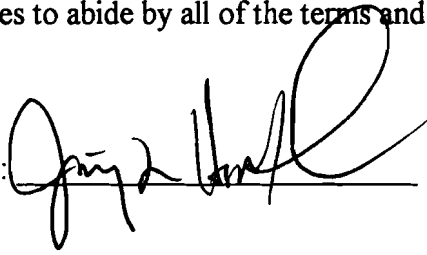
An Affirmative Action / Equal Opportunity Employer

Attachment A
to
Nondisclosure Agreement

The undersigned is a subcontractor of Customer assisting with the provision by Customer of emergency response 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: _____

A handwritten signature in black ink, appearing to be "John A. Smith", written over a horizontal line.

Name: (Printed) _____

Title: (Printed) _____

Employer: (Printed) _____

Business Address:
(Printed) _____

Telephone Number: _____