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RESOLUTION NO. 03-43

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO TELEPHONE SYSTEMS; RATIFYING THE AGREEMENT WITH BELL SOUTH TELECOMMUNICATIONS, INC., FOR THE COMPONENTS OF THE BELL SOUTH INTEGRATED SOLUTIONS PACKAGE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay adopted Resolution no. 03-38 which authorized the Village Manager to enter into a Contract Service Arrangement Agreement (“Agreement”) for the components of the BellSouth Integrated Solutions Package for voice/data lines (“Lines”); and,

WHEREAS, the Village of Palmetto Bay has taken the necessary competitive process to procure the Lines at a competitive price; and

WHEREAS, the Village of Palmetto Bay proposes to enter into the Agreement substantially in the form presented.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The terms of the contract substantial in the form of the Agreement which is attached and incorporated in this resolution, are in the best interests of the village for the acquisition of the Lines.

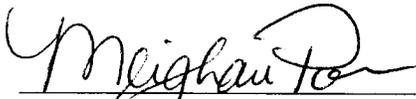
Section 2. Execution of the Agreement is ratified. The Village Manager is authorized to execute and deliver the Agreement with any changes, insertions and omissions as may be approved by the Council. The Council’s approval shall be conclusively evidenced by such execution that Agreement and delivery of the Lines. The Village Clerk shall affix the official seal of the Village of Palmetto Bay and attest to same.

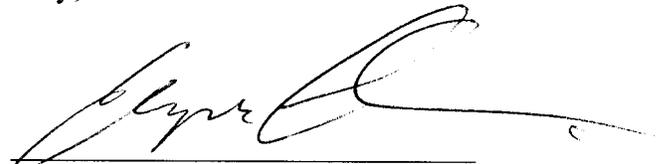
Section 3. The Village Manager is authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents, and to do or cause to be done any and all acts and things necessary or proper for carrying out this resolution and the Agreement.

1 Section 4. This resolution has not been repealed or amended and remains in full
2 force and effect. This resolution shall take effect immediately upon approval.
3

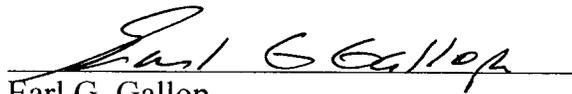
4 PASSED and ADOPTED this 5th day of May, 2003.

5
6 Attest:

7 
8 Meighan Pjer
9 Village Clerk


Eugene P. Flinn, Jr.
Mayor

10 APPROVED AS TO FORM:

11 
12 Earl G. Gallop,
13 Village Attorney
14

15
16
17 FINAL VOTE AT ADOPTION:

18
19 Council Member Ed Feller AYE
20
21 Council Member Paul Neidhart AYE
22
23 Council Member John Breder AYE
24
25 Vice-Mayor Linda Robinson AYE
26
27 Mayor Eugene P. Flinn, Jr. AYE
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34 \\My Documents\Resolutions\Res-Tele-Lines-Agreement.doc

BellSouth Primary Rate ISDN Service Price Quote

For

The Village of Palmetto Bay

QTY	USOC	DESCRIPTION	PER UNIT COST			QUANTITY RATE		
			INSTALL	M-M MONTH	36 MONTH	INSTALL	M-M MONTH	36 MONTH
1	1LD1E	PRIMARY RATE ISDN ACCESS LINE, EACH	875.00	140.00	132.00	0.00	140.00	132.00
0	1LN1A	INTEROFFICE CHANNEL	125.00	75.00	70.00	0.00	0.00	0.00
0	1LN1B	I/O CHANNEL FIXED RATE		24.00	22.00	0.00	0.00	0.00
		I/O CHANNEL PER MILE						
1	PR71V	PRIMARY RATE INTERFACE -VOICE/DATA, EACH	110.00	400.00	120.00	0.00	400.00	120.00
0	PR71D	PRIMARY RATE INTERFACE -DIGITAL DATA ONLY OPTION, EACH	110.00	400.00	375.00	0.00	0.00	0.00
0	PR71E	PRIMARY RATE INTERFACE -INWARD DATA OPTION, EACH	110.00	400.00	375.00	0.00	0.00	0.00
1	MFB	Flat Rate Business Line			0.00			0.00
14	PR7BV	PRIMARY RATE ISDN B -CHANNELS						
0	PR7BF	VOICE/DATA, EACH	5.00	48.40	30.00	0.00	677.60	420.00
0	PR7BD	DIGITAL DATA ONLY OPTION, EACH	5.00	24.50	21.80	0.00	0.00	0.00
0	PR7BD	INWARD DATA OPTION, EACH	5.00	29.00	26.40	0.00	0.00	0.00
20	PR7TF	TELEPHONE NUMBERS						
		PER TELEPHONE NUMBER		0.20	0.00		4.00	0.00
		EACH TELEPHONE NUMBER		20.00	20.00		0.00	0.00
4	IPQWE	Feature Activation, Broadband Exchange Line Service per 64Kbps			0.00			0.00
1	FRH25	Customer Connection to Frame Relay Service 256 Kbps			91.00			91.00
1	FRVR2	Frame Relay Service Feature, Committed Information Rate 384K			0.00			0.00
1	WCCD1	Standard DLCI with CIR per Customer			20.00			20.00
		NON-REGULATED CHARGES						
1		BellSouth DIA			205.00			205.00
1		Shared Web Hosting			11.00			11.00
						0.00	\$1,221.60	\$999.00

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL03-6543-00

This Contract Service Arrangement Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and The Village of Palmetto Bay ("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 BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 1 of 9

Customer Initials _____

Date _____

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL03-6543-00

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
13450 W SUNRISE BLVD
SUNRISE, FL 33323

Subscriber
The Village of Palmetto Bay
8950 SW 152nd St
Palmetto Bay, FL 33157

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

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Page 2 of 9

Customer Initials _____

Date _____

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL03-6543-00

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

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Page 3 of 9

Customer Initials _____

Date _____

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL03-6543-00

Option 1 of 1

Offer Expiration: This offer shall expire on: 8/16/03.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for the components of the BellSouth® Integrated Solutions PRI package: Frame Relay service and BellSouth® Primary Rate ISDN (PRI) service.

Subscriber may purchase no more than twenty (20) of the BIS PRI packages under this CSA.

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

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:

The Village of Palmetto Bay

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Company:

BellSouth Telecommunications, Inc.

By: BellSouth Telecommunications, Inc.

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

PRIVATE/PROPRIETARY

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

Customer Initials _____

Date _____

**C TRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL03-6543-00

Option 1 of 1

RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. BellSouth® Primary Rate ISDN Access Line, each	\$.00	\$132.00	1LD1E
2. BellSouth® Primary Rate ISDN Interface, each - Voicc/Data (Standard)	\$.00	\$120.00	PR71V
3. Flat Rate BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$.00	\$.00	PR7TF
4. Flat Rate BellSouth® Primary Rate ISDN B-Channel, each - Voicc/Data (Standard)(see Tariff Authority, Item D)	\$.00	\$30.00	PR7BV
5. BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$.00	\$52.50	PR7CN
6. Touch-Tone Service, per line or trunk, Business, per 1FB	\$.00	\$.00	TTB
7. Touch-Tone Service, central office trunk, per B channel	\$.00	\$.00	TJB
8. Jack, single-line, two-wire Tip and Ring	\$.00	\$.00	RJ11C
9. Jack, miniature eight-position, with shorting bars for connection of 1.544 Mbps digital lines	\$.00	\$.00	RJ48X
10. Feature Activation, Broadband Exchange Line service, 56 Kbps and 64 Kbps data rates, per feature activated (for provisioning use only)	\$.00	\$.00	IPQWE
11. Customer Connection to Frame Relay, 128 Kbps, each	\$.00	\$76.00	FRH12

PRIVATE/PROPRIETARY

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Customer Initials _____

Date _____

**TRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL03-6543-00
Option 1 of 1

RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
11.			
<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
12. Frame Relay Service Feature, Committed Information Rate (CIR), 65-128 Kbps, per DLCI (for provisioning use only)	\$.00	\$.00	FRVR1
13. Customer Connection to Frame Relay, 256 Kbps, each	\$.00	\$91.00	FRH25
14. Frame Relay Service Feature, Committed Information Rate (CIR), 128 thru 256 Kbps, per DLCI (for provisioning use only)	\$.00	\$.00	FRVR2
15. Customer Connection to Frame Relay, 384 Kbps, each	\$.00	\$106.00	FRH38
16. Frame Relay Service Feature, Committed Information Rate (CIR), 257-384 Kbps, per DLCI (for provisioning use only)	\$.00	\$.00	FRVR4
17. Customer Connection to Frame Relay, 512 Kbps, each	\$.00	\$121.00	FRH51
18. Frame Relay Service Feature, Committed Information Rate (CIR), 385-512 Kbps, per DLCI (for provisioning use only)	\$.00	\$.00	FRVR8
19. Customer Connection to Frame Relay, 768 Kbps, each	\$.00	\$136.00	FRH76
20. Frame Relay Service Feature, Committed Information Rate (CIR), 513-768 Kbps, per DLCI (for provisioning use only)	\$.00	\$.00	FRVR7
21. Standard DLCI, Per Customer Connection, initial (for provisioning use only)	\$.00	\$.00	XAFD1

PRIVATE/PROPRIETARY

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Customer Initials _____
Date _____

CONTRACT SERVICE ARRANGEMENT
AGREEMENT

Case Number FL03-6543-00
Option 1 of 1

RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
22. Standard DLCI, Per Customer Connection, each additional (for provisioning use only)	\$.00	\$.00	FRV DX
23. Standard DLCI with CIR, Per Customer Connection (includes XAFDI, FRV DX, and CIR)	\$.00	\$ 20.00	WCCDI

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
24. Flat Rate Service, Business, each (limit 1 per PRI)	\$.00	\$.00	MFB

PRIVATE/PROPRIETARY
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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Customer Initials _____
Date _____

CONTRACT SERVICE ARRANGEMENT
AGREEMENT

Case Number FL03-6543-00

Option 1 of 1

RATES AND CHARGES

NOTES:

Tariff Authority

- A. All applicable rates and regulations for this service as set forth in the General Subscriber Services Tariff (GSST) are in addition to the rates and regulations contained in this CSA.
- B. 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.
- C. All applicable charges from Section A4 of the General Subscriber Services Tariff are waived via this agreement.
- D. Apply five (5) End User Common Line Charges for each Primary Rate Interface as found in Section 4.7 in the F.C.C. No. 1 Tariff.

Service Availability

- A. The design, maintenance and operation of the services provided herein is intended for communications originating and terminating from customers' premises to the normal serving wire center (SWC).
- B. BellSouth® Primary Rate ISDN is provided within a LATA from wire centers where appropriate facilities are available as determined by the Company. Special construction charges may apply as specified in Section A5 of the GSST.
- C. If new facilities or changes to existing facilities are required for the provision of this service, a special construction charge based on the cost incurred to make the changes will apply in addition to the specified service rates.

Service Commitments

- A. Customer agrees to purchase and maintain a minimum of eight (8) BellSouth® Primary Rate ISDN (PRI) B-Channels.
- B. Customer agrees to maintain a minimum 128 Kbps Frame Relay connection per PRI access line connection.
- C. The services included in this CSA are offered on a package basis only. Customer may not purchase BellSouth PRI or Frame Relay service on a stand-alone basis under this CSA.
- D. Customer is not eligible for any other BellSouth discounts for qualifying services under this CSA.

PRIVATE/PROPRIETARY

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

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Customer Initials _____

Date _____

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL03-6543-00

Option 1 of 1

E. Failure to maintain any of these service commitments will result in the services provided under this CSA reverting to current tariff rates.

Termination Liability

The following nonrecurring charges will be waived upon initial installation. However, if any of the service is disconnected prior to the expiration of this CSA, then Subscriber will pay the nonrecurring charges that were waived at initial installation as identified below in addition to applicable termination liability as specified in the tariff.

<u>USOC</u>	<u>NONRECURRING CHARGE</u>
WGGVF-Contract Preparation Charge	\$219.00
1LD1E	\$875.00, each
PR71V	\$110.00, each
PR7BV	\$ 5.00, each
1PQWE, first	\$ 10.00, each
1PQWE, additional	\$ 7.50, each
RJ11C	\$ 3.00, each
RJ48X	\$ 7.00, each
FRH12	\$460.00, each
FRH25	\$460.00, each
FRH38	\$525.00, each
FRH51	\$525.00, each
FRH76	\$525.00, each
FRV DX	\$ 25.00, each

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

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 9 of 9

Customer Initials _____

Date _____

BellSouth® Integrated Solutions Agreement

BellSouth Telecommunications, Inc. ("BellSouth") agrees to provide and The Village of Palmetto Bay ("Customer") agrees to purchase the BellSouth® Integrated Solutions ("BIS") package pursuant to the terms and conditions set forth herein and BellSouth's BIS Service Description, incorporated herein by reference (collectively, "Agreement").

1. **Services.** BIS is a packaged solution comprised of BellSouth regulated telecommunications services ("Regulated Services"), as specified and provided pursuant to BellSouth's lawfully filed tariffs and the terms and conditions set forth in Contract Service Arrangement ("CSA") No. FL03-6543-00 attached as Exhibit A, and BellSouth Internet services ("Internet Services") and CPE, including installation and maintenance, as specified in the attached order summary ("Order Summary"). BIS may only be purchased by Customers whose traffic is at least 90% interstate. Customer is responsible for complying with this requirement. The Internet Services, and CPE installation and maintenance (collectively, "Services") and the CPE are being provided pursuant to this Agreement only when Customer purchases the BIS package.

2. **Term.** The term of this Agreement is thirty-six (36) months from the date upon which installation of the Services is completed ("Term") and shall be contemporaneous with the CSA. If neither Party has terminated this Agreement as provided for herein on or before the date the Term expires, this Agreement shall automatically renew on a month-to-month basis and may, after that date, be terminated upon 30-days' written notice by either Party.

3. **Prices and Payment.** Customer agrees to pay the rates and charges for BIS as set forth in the CSA and the Order Summary attached as Exhibit B. If Customer is not in default, Customer may request in writing changes to Customer's configurations of Services hereunder via a Move/Add/Change ("MAC") order at prevailing market rates, which also may result in an adjustment to the total price or schedule for delivery of BIS or other terms of the existing Order Summary. If Customer does not pay BellSouth's monthly invoice by the due date stated in the invoice, late payment and interest charges will be computed at one and one-half percent (1 1/2%) per month, or the highest amount permitted by applicable law, whichever is less.

4. **Taxes.** All charges and fees are exclusive of applicable federal, state or local taxes. Customer agrees to pay or reimburse BellSouth for any and all sales and use taxes, duties, or levies imposed by any authority, government, or government agency (other than taxes levied on BellSouth's net income) resulting from the Agreement, the provision or use of BIS or any activities hereunder. Customer is responsible for any ad valorem, property, or other taxes assessable on equipment provided to Customer as part of BIS on or after delivery to the installation site.

5. CPE and CPE Maintenance.

5.1 BellSouth agrees to provide Customer with an Integrated Access device designed by BellSouth ("CPE") for use with BIS and maintenance on the CPE for the Term pursuant to this Agreement. Title to the CPE and the risk of loss or damage thereto shall pass to Customer upon delivery to the installation site. BellSouth will, as specified by BellSouth and the CPE manufacturer, terminate the CPE onto an appropriate pre-installed termination interface, test for connectivity, and make the CPE ready for programming by Customer or BellSouth as may be agreed upon. Customer agrees to provide, in a timely manner, Customer design information, a suitable installation space and operating environment, access, and electrical and communications connections as specified by BellSouth. Customer is responsible for connecting the CPE to all applicable customer devices, such as routers, key systems, etc.

5.2 If Customer reports CPE problems in accordance with BellSouth's standard procedures, BellSouth will provide commercially reasonable maintenance and repair service to restore the CPE to good working order (or, at BellSouth's option, replace the CPE) within a reasonable time with new or used/rebuilt replacement parts or CPE reasonably consistent with the age and condition of the CPE being serviced. Maintenance services will be provided 8 a.m.-5 p.m. (local time) each business day. Customer will pay BellSouth's then prevailing rates for repair or replacement of any CPE, including parts and labor and any increase in service time required, resulting from any cause other than normal wear and tear, including but not limited to misuse or negligent operation of the CPE, unauthorized repairs, relocation, or modifications, improper operating environment, repair, accident, theft, unexpected loss, lightning, electrical power surge, fire, flood, wind, acts of terrorism, and acts of God. All reports of problems and requests for CPE maintenance must be reported to BellSouth at the telephone number or e-mail address that BellSouth provides to Customer in writing. Customer agrees not to move the CPE covered by the maintenance service from its place of installation without BellSouth's prior written consent.

6. **Other Services and Software.** The Services may include dedicated or dial-up Internet Protocol connectivity to BellSouth's local Internet networks and to the global Internet, as well as access or connectivity to any of the information sources or services that may be provided by BellSouth or be available from other service providers participating in, connected to or accessible through BellSouth's Services or the global Internet but that are not part of the Services being purchased hereunder. Separate charges may be applicable to some of these additional services and may appear on Customer's bill from BellSouth, or they may be billed to Customer separately by the providers of such services. A third party Global Service Provider ("GSP") provides a roaming capability in conjunction with dial-up BellSouth Business Internet Services that allows users (subject to any applicable roaming surcharges) to dial the local numbers of GSP-provided POPs to reach the BellSouth Business Internet Service while outside of the BellSouth Business Internet service areas. If Customer or its users elect to use such GSP local access (or Customer purchases a service plan which has such GSP local access included in the price), Customer will be charged by the GSP and may see a separate charge for such service on its bill. Such GSP local access service is provided by the GSP on the GSP's terms and conditions and all the prices and surcharges set forth in the applicable Customer's Order.

7. Customer Responsibility.

7.1 Customer agrees to comply with all applicable laws, rules and regulations in connection with BIS and not to use BIS in a way that would, or would assist any third party to, violate any law or be in breach of the Agreement or any applicable Acceptable Use Policy. Customer agrees not to use, transmit or publish in connection with BIS any information, software or other content in any manner that violates or infringes upon the rights of any others. Customer is responsible for: (i) assuring that its authorized users comply with the terms of this Agreement and that unauthorized persons do not gain access to or use BIS through user names, passwords, or other identifiers assigned to Customer pursuant to this Agreement; (ii) providing any equipment and software that may be necessary for use of BIS by Customer in addition to any equipment and software that may be used or provided by BellSouth for its provision of BIS; and (iii) timely payment of all charges for usage of BIS applicable to its account whether or not by authorized users or for authorized purposes.

7.2 Customer shall provide BellSouth with such access, space, facilities, and all relevant information necessary to implement and install BIS and all relevant Customer-specific or other graphics, text and other information or content to be incorporated into Customer's Web site or hosted application in a timely manner, and such other related information or documentation as is reasonably requested by BellSouth for purposes of facilitating BellSouth's provision of BIS to Customer. If implementation or installation of the Services is delayed, by no fault of BellSouth, for 60 days or more from the execution of this Agreement by BellSouth, the Parties agree that BellSouth may at its option (1) begin billing for the Services or (2) deem the Agreement to be terminated and collect early termination charges as set forth herein. Customer's delay or failure to fulfill its responsibilities hereunder may result in an adjustment to the costs or the schedule for delivery of BIS, and will release BellSouth from its obligations hereunder to the extent that BellSouth is adversely affected by such Customer delay or failure.

8. **Assignment and Re-sale.** Customer may not assign, transfer, or re-sell the Services without the prior written consent of BellSouth. Any attempt by Customer to assign or transfer any of Customer's rights, duties, or obligations with respect to the Services without BellSouth's written consent shall be void. No assignment or transfer shall release Customer from any of its obligations with respect to the Services. Except as otherwise specifically stated herein, the provisions of this Agreement are for the benefit of the Parties and not for any other person.

9. **Trade Name, Trademarks and Service Marks, Use of Materials, Marks and Information.** Neither Party is authorized to use any name or mark of the other Party in any advertising, publicity or in any other commercial manner, or to make any media release or other public announcement relating or referring to the Agreement, without the prior written consent of the other Party. Customer shall have no ownership or property rights in the Services or in any documentation provided in connection with the Services. Customer may make copies of such documentation solely for use in connection with its authorized use of the Services, and all such copies shall include all copyright, trademark and other proprietary notices appearing in the original documentation. All trademark, product and service marks contained on or associated with the Services that are not BellSouth marks are the trademarks of their respective owners. References to any names, marks, products, services or equipment of third parties do not necessarily constitute or imply BellSouth's endorsement, sponsorship or recommendation of the third party, information, product or service.

10. Indemnification.

10.1 If promptly notified in writing of any claim brought against Customer that any part of the Services or CPE furnished under this Agreement infringes a United States patent, copyright, trademark, trade secret or other intellectual property right, BellSouth will defend that claim at its expense and pay all fees, costs or damages that may be finally awarded or resulting from a settlement, provided that Customer permits BellSouth to have sole control of the defense or settlement of any claim, does not make any compromise, admission of liability or settlement, or take any other action impairing the defense of such claim without BellSouth's prior written approval, cooperates in all reasonable ways to facilitate the settlement or defense of any claim, and the claim does not arise from Customer modifications to or combinations of any part of the Service with services and equipment provided by Customer or others, or from Customer's use of such Services that is not in accordance with applicable manufacturer's specifications.

10.2 If any part of the Services becomes, or in BellSouth's opinion, is likely to become the subject of a claim of infringement, or if a final injunction is obtained against Customer prohibiting use of such by reason of infringement of a United States patent, copyright, trademark, or other intellectual property right, BellSouth will: (i) procure for Customer the right to continue using the Services; (ii) replace it with a non-infringing Services substantially complying with the Services specifications; or (iii) modify the Services so they become non-infringing and perform in a substantially similar manner to the original Services. If these options are not reasonably available to BellSouth, then BellSouth may direct Customer to cease using the affected Services, in which case the Services shall terminate immediately, and return any amounts prepaid by Customer for the Services for any period after BellSouth directs Customer to cease such use, which is in either case the subject or potential subject of an infringement claim.

10.3 Customer will indemnify and save BellSouth harmless from and against all loss, liability, damage, and expense, including all reasonable counsel fees, due to claims for infringement of United States patents, copyright, trademark, or other intellectual property rights, or due to any other claims or causes of action by third parties of any nature whatsoever, arising from the use, in connection with the Services, of equipment, software or information not provided by BellSouth, or otherwise relating to or arising out of Customer's use of the Services.

11. **Notices.** Except as otherwise provided herein, any notices or demands will be given in writing sent by hand delivery, courier service, facsimile or registered or certified mail, return receipt requested, postage prepaid, to Customer or BellSouth at the following addresses: To BellSouth: 13450 W Sunrise Blvd Suite 602 Sunrise, FL 33323 To Customer: 8950 SW 152nd St, Palmetto Bay, FL 33157. All notices under this Agreement that are addressed as provided herein will be deemed given (a) upon delivery if delivered personally or by courier service, (b) when confirmed if delivered by facsimile, and (c) on the fifth (5th) business day after the day it is sent if delivered by mail in the manner described above. Either Party may change its notification contact and address by giving 10 business days' prior written notice to the other.

12. Termination and Default.

12.1 If either Party becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, makes an assignment for the benefit of creditors, becomes subject to any proceeding under the Bankruptcy Code or similar laws, or admits in writing its inability to pay debts when due, the other Party may, in addition to all other rights and remedies provided by this Agreement or by law or in equity, terminate this Agreement.

12.2 If Customer fails to pay any amount within 10 days after written notice that the same is delinquent, refuses to accept conforming Services, or if Customer's equipment or use of the Services interferes with the Services or any other user, BellSouth may, in addition to all other rights and remedies provided by this Agreement or by law or in equity, terminate this Agreement or any Customer order.

12.3 If BellSouth breaches any of the material terms of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach, Customer may (as its sole remedy except for any credits that may be payable for downtime as provided elsewhere herein) terminate its Services by written notice to BellSouth, without obligation for early termination charges.

12.4 If, in BellSouth's judgment, BellSouth cannot provide any portion or all of the Services as contemplated in this Agreement due to a legal, regulatory, technical or other reason, BellSouth may cease providing the Services without any liability to Customer. Nothing herein will be construed to require BellSouth to seek a waiver of any law, rule, regulation, or restriction, or seek judicial review or appeal of any court order.

12.5 If Customer terminates, or has any BIS component, the CSA or this Agreement terminated pursuant to this section, prior to commencement of the Services or prior to the expiration of the Term, Customer shall pay BellSouth any and all expenses incurred to date as a result of this Agreement, including installation charges for the CPE, as well as a termination charge equal to 100% of the total monthly charges (other than variable usage charges) that would have become due for the remainder of the Term if such cancellation had not occurred. BellSouth will also discontinue providing maintenance on the CPE at no charge to Customer. Customer shall pay the expenses and termination charge to BellSouth within thirty (30) days after such cancellation or termination.

13. Warranty Disclaimer. THERE ARE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT BELL SOUTH KNOWS, OR HAS REASON TO KNOW, OF ANY SUCH PURPOSE), FOR CPE FURNISHED OR SERVICES PERFORMED UNDER THIS AGREEMENT, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, AND BELL SOUTH EXPRESSLY DISCLAIMS SAME. THE SERVICES AND CPE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. NEITHER USE OF CPE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES BELL SOUTH OR ANY OF ITS UNDERLYING SERVICE OR CPE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICES OR CPE.

14. Remedies of Customer. Customer's sole remedy for any failure or non-performance of the Services or CPE shall be (i) for BellSouth to use commercially reasonable efforts to adjust or repair the Services or CPE and, in the event such failure or non-performance results in Services downtime that exceeds the period of time specified in any applicable service level agreement, to receive a refund of or credit against any charges otherwise payable for the affected component of the Services for the period of Services downtime as provided for in the applicable service level agreement, or (ii) if such failure or non-performance results in Services downtime or degradation so substantial as to render the Services essentially unavailable to or unusable by Customer for normal use, to terminate the Services for default by BellSouth in the manner provided in these Terms. Unless specified to the contrary in any applicable service level agreement, the maximum credit for service downtime or other failure shall not exceed the total monthly bill to the Customer for the affected component of the Services for the month in which such downtime or failure occurs, if changes to the Services materially adversely affect Customer's ability to use the Services. Customer may, as its sole remedy, terminate the Services by written notice to BellSouth, without payment of early termination charges.

15. Disclaimer/Limitation of Liability.

15.1 BellSouth and its underlying service providers, information providers, licensors, employees, or agents shall not be responsible for or liable to Customer or any of Customer's users for the use made of the Services or CPE by Customer, its authorized users, or any other third party, for any claim or other action against Customer by any third party (except as set forth in the indemnity section of this Agreement); for any act or omission of any other entity furnishing products and services that are used by Customer in connection with the Services or CPE or for failure of any products or services provided by Customer; or for any damages or losses caused by the fault or negligence of Customer or Customer's failure to perform Customer's responsibilities hereunder.

15.2 The following limitations of liability represent a material inducement to the Parties to enter into this Agreement at the stated price(s). If additional risks were contemplated by BellSouth, they would have been reflected in an increased price(s). In contemplation of the price, Customer acknowledges there is sufficient consideration for the limitation of damages and remedies set forth in the Agreement. NEITHER CUSTOMER NOR BELL SOUTH OR ITS EMPLOYEES, AGENTS, CONTRACTORS, UNDERLYING SERVICE OR CPE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, SUPPLIERS, OR MANUFACTURERS, WILL BE LIABLE TO CUSTOMER FOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM CUSTOMER'S RIGHTS) FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR DAMAGES AS A RESULT OF THE OPERATION OR MALFUNCTION OF SERVICES OR CPE, OR DUE TO LOSS OF DATA, TOLL FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE, INCLUDING INJURY TO PROPERTY, WHETHER OR NOT THEY OR BELL SOUTH HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICES. CUSTOMER AGREES IT WILL NOT IN ANY WAY HOLD BELL SOUTH OR ITS UNDERLYING SERVICE OR CPE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, CONTRACTORS, OR AGENTS RESPONSIBLE FOR ANY SELECTION OR RETENTION OF THIRD PARTIES IN CONNECTION WITH THE SERVICES OR CPE.

15.3 If a court should hold the limitations of liabilities or remedies available in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of Customer's remedies hereunder fail of their essential purpose, Customer expressly agrees that under no circumstances shall BellSouth's total liability (or that of its underlying service providers, information providers, licensors, employees, or agents) to Customer or any party claiming by, through or under Customer for any cause whatsoever, regardless of the form of action, whether in contract or in tort, including negligence, in the aggregate, exceed the amount of charges paid by Customer for use of the Services during the twelve-month period preceding the date such claim first arose.

16. Miscellaneous.

16.1 Neither Party may bring an action, regardless of form, arising out of the Services or this Agreement more than two years after the cause of action arose.

16.2 Neither Party's failure to exercise any right or remedy arising directly or indirectly under this Agreement will operate as a waiver of any right or remedy it may have, nor will an exercise of any right or remedy by either Party preclude any right or remedy otherwise available to such Party.

16.3 The headings used in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.

16.4 This Agreement sets forth the entire agreement between the Parties with respect to the Services, and supercedes any prior written or verbal proposals, agreements, understandings or other discussions respecting the same.

16.5 In the event that one or more of the provisions contained in this Agreement or incorporated herein by reference is invalid, illegal or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provision(s) will be considered inoperative to the extent of such invalidity, illegality or unenforceability and unless a complete failure of consideration would result therefrom, the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties here to will be construed and enforced accordingly.

17. Survival. Any obligations of any Party, which by their terms would continue beyond the termination, cancellation, or expiration of this Agreement, will survive such termination, cancellation or expiration.

18. Disputes. The Parties agree to submit to non-binding mediation any dispute, controversy or claim arising in connection with this Agreement, or the breach, termination, validity or enforceability of any provision hereof (a "dispute") that is not resolved through negotiation. If the Parties are unable to agree on a mediator from a list obtained from the American Arbitration Association ("AAA") office located in Atlanta, Georgia, the AAA will select the mediator. If any dispute is not resolved through mediation, it will be resolved by final and binding arbitration conducted in accordance with the Commercial Arbitration Rules of the AAA. One arbitrator will be selected in accordance with such rules and will allow such discovery as is appropriate. Any arbitration pursuant to this Agreement must be commenced within one (1) year after the dispute has arisen. Judgment upon an arbitration award may be entered in a court having jurisdiction place in Atlanta. Other than those matters involving injunctive relief or enforcement of the award, as the law may allow. Any mediation or arbitration conducted pursuant to this Section will take precedence in any court or administrative body with respect to any dispute or the performance or provision of the Service by BellSouth. Nothing in this Section prevents the Parties from exercising their right to terminate this Agreement in accordance with the terms hereof.

19. Excused Delay/Performance. BellSouth will be excused from performance and will not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control of BellSouth or of its subcontractors or suppliers. Such contingencies include acts or omissions of any regulated telephone network and any other occurrence commonly known as force majeure, including without limitation, acts of war and terrorism, civil disobedience, embargoes, delay in transportation, failure by suppliers to deliver equipment, governmental action, acts of any third party, labor disputes, strikes, or other concerted acts of workers, casualties or accidents, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance or any other causes or circumstances whether of a similar or dissimilar nature to the foregoing, which prevent or hinder the delivery of the Service. BellSouth may cancel or delay performance hereunder for so long as such performance is delayed by such occurrence or occurrences, and in such event BellSouth will have no liability to Customer.

20. Governing Law. This Agreement will be governed by the laws of the State of Georgia, without regard to its conflict of law provisions.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) below.

Customer: _____ BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.
By: _____
Printed Name: _____ Printed Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

Exhibit B

BIS Service Order Summary

Customer Name: The Village of Palmetto Bay _____
Installation Address: 8950 SW 152nd St
City, State, Zip: Palmetto Bay, Fl, 33157
Phone: 305-238-7192

The undersigned Customer hereby orders from BellSouth Telecommunications, Inc. ("BellSouth"), the Services and associated charges specified in this Order Summary Form for a 36-month term subject to and in accordance with the BellSouth® Integrated Solutions Agreement, the BIS Service Description, and all applicable Acceptable Use policies ("AUP"), incorporated herein by reference. The BellSouth AUPs may be found at <http://contact.bellsouth.com/smallbusiness/BIST1/>. Customer acknowledges by signing below it has reviewed these documents. This Order is valid only when accepted by an authorized representative of BellSouth. The Term of the Services begins upon final service installation of this Order by BellSouth. Customer grants BellSouth and its affiliates the ability to act on Customer's behalf to resolve all maintenance issues involving BIS service.

Dedicated Internet Access (DIA)

_____ If Customer has existing BellSouth DIA service and would like to terminate it to obtain BIS, Customer must initial here to authorize such termination.

Bandwidth selected: 256 Kbps*

Monthly Rate: \$216 (256K)

* DIA Bandwidth must be equal to or greater than Frame Relay Customer Connection Speed associated with the Dedicated Internet Access

NOTE: The rates for DIA include the annual Domain Name registration fee (for first two years) with the InterNIC if Customer purchases Domain Name Registration. After the initial two years, Customer will be responsible for paying these fees directly to the InterNIC.

Shared Web Hosting

- Windows 2000-based platform, 30 e-mail accounts, 200 megabytes (MB) of Web hosting space
- Maximum usage each month is limited to 8 gigabytes (GB)
- Overage of 8 GB maximum will be billed at a rate of \$0.10 per MB

NOTE: To activate the Shared Web Hosting component of BIS, Customer will be provided an assigned url upon installation of BIS. Customer must purchase its own SSL certificate.

BIS PACKAGE: BIS T1

III. Customer Premise Equipment Configurations: Check Appropriate Box

- (A) 8 to 14 FXS Analog Voice Lines and Select OneKbps Data
(B) 16 to 22 FXS Analog Voice Lines and Select OneKbps Data
(C) 8 to 16 DID/DOD Voice Lines and Select OneKbps Data
(D) 8 to 22 Digital (DS1Voice handoff) and 256KKbps Data
(E) Up to 8 FXS Analog lines, 8 DID and Select OneKbps Data
(F) Up to 16 FXS Analog lines, 8 DID and Select OneKbps Data
(G) Up to 8 FXS Analog lines, 18 DID and Select OneKbps Data
(H) Up to 8 FXS Analog lines, 8 to 22 Digital (DS1) and Select OneKbps Data

TOTAL MONTHLY RATE FOR INTERNET SERVICES:

\$216 (256K)

Customer Initials: _____

Date: _____

04/16/2003

BellSouth Telecommunications, Inc.
13450 W Sunrise Blvd, Suite 602 Sunrise, FL 33323

Re: Letter of Agency/Authorization

The undersigned hereby designates BellSouth Telecommunications, Inc. and its affiliated companies ("BellSouth") as its agent for the purpose of (i) placing and coordinating orders for communications services and facilities, or related equipment designated by the undersigned (collectively, "Products" or "Services") with local exchange carriers, interexchange carriers and other providers of communications-related services or related equipment designated by the undersigned (collectively, "Providers"), and/or (ii) otherwise dealing with and performing all ancillary and related matters with respect to coordinating the fulfillment of such orders and/or the installation, delivery, maintenance, servicing or repair of such Products or Services, and the undersigned authorizes BellSouth to place such orders for Products or Services or to perform such other activities described above, directly with such Providers on behalf of, for the account of and in the name of the undersigned.

The undersigned acknowledges that it, and not BellSouth, will be responsible for determining and selecting the Products and Services and the Providers to be utilized by the undersigned and for payment of all charges for Products and Services in connection therewith.

The undersigned intends that copies of this letter of agency and authorization may be given by BellSouth to Providers and that such copies shall be sufficient evidence for such Providers of BellSouth's authority as granted hereunder.

This letter of agency and authorization shall remain valid until expressly revoked in writing by the undersigned.

Sincerely,

By: _____

Name: _____

Title: _____