

**RESOLUTION NO. 03-38**

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO TELEPHONE SYSTEMS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH BELL SOUTH TELECOMMUNICATIONS, INC., FOR THE COMPONENTS OF THE BELL SOUTH INTEGRATED SOLUTIONS T1 PACKAGE; AND AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A LEASE AGREEMENT FOR TELEPHONE EQUIPMENT WITH BELL SOUTH PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay adopted Resolution 03-21 wherein the Village shall be entering into a lease agreement for office space for a Village Hall located at 8950 S.W. 152 Street; and

WHEREAS, the facility requires telephone services and equipment for voice and internet connection; and

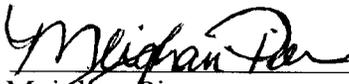
WHEREAS, staff reviewed proposals received and has determined that BellSouth Telecommunications, Inc., would provide the most cost effective solution for Village Hall staff.

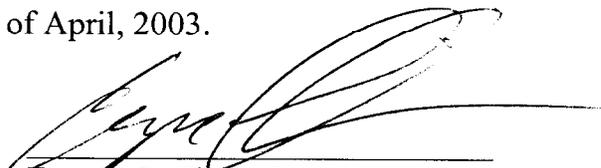
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Manager is authorized to enter into a Contract Service Arrangement Agreement for the components of the BellSouth Integrated Solutions T1 Package and enter into a lease agreement with BellSouth Telecommunications, Inc. for the Norstar telephone equipment that is substantially similar in its terms and conditions as the proposals that are annexed to this resolution.

Section 2. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 15th day of April, 2003.

Attest:   
Meighan Pier  
Village Clerk

  
Eugene P. Flinn, Jr.  
Mayor

APPROVED AS TO FORM:



Earl G. Gallop,  
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	<u>YES</u>
Council Member Paul Neidhart	<u>YES</u>
Council Member John Breder	<u>YES</u>
Vice-Mayor Linda Robinson	<u>YES</u>
Mayor Eugene P. Flinn, Jr.	<u>YES</u>

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**CONTRACT SERVICE ARRANGEMENT  
AGREEMENT**

Case Number FL03-4752-00

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 & B5 of the General Subscriber & Private Line Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in 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 tarified services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tarified 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.

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 the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in the Attachment(s).

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PRIVATE/PROPRIETARY

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

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**CONTRACT SERVICE ARRANGEMENT  
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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.

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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**CONTRACT SERVICE ARRANGEMENT  
AGREEMENT**

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Option 1 of 1

Offer Expiration: This offer shall expire on: 7/19/03.

Estimated service interval following acceptance date: Negotiable weeks.

**Service description:**

This Contract Service Arrangement (CSA) provides for the components of the BellSouth® Integrated Solutions T1 package: Frame Relay service, BellSouth® MegaLink® service provided as a partial channel (link), and BellSouth® MegaLink® Channel service with local exchange service elements.

Subscriber may purchase no more than twenty (20) of the BIS T1 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: \_\_\_\_\_

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Customer Initials \_\_\_\_\_

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**CONTRACT SERVICE ARRANGEMENT**

**AGREEMENT**

Case Number FL03-4752-00

Option 1 of 1

**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. BIS Voice Channel, non-DID, each (includes NQM, 1PQWU)	\$ .00	\$30.00	WCC76
2. BIS Voice Channel, with DID, each (includes NQP, 1PQWU, NDT)	\$ .00	\$50.00	WCC7B
3. MegaLink® Channel Service, Combination NAR, each (for provisioning use only)	\$ .00	\$ .00	NQM
4. MegaLink® Channel Service, Inward-Only NAR, each (for provisioning use only)	\$ .00	\$ .00	NQP
5. Hunting, Per line, trunk or NAR	\$ .00	\$ .00	HTG
6. DID Trunk termination, each (for provisioning use only)	\$ .00	\$ .00	NDT
7. First group of 20 working DID numbers, each	\$ .00	\$ .00	NDZ
8. Additional group of 20 working DID numbers, each	\$ .00	\$ .00	ND4
9. Pulsing option, MF, per trunk	\$ .00	\$ .00	S5MBD
10. Pulsing option, DTMF, per trunk	\$ .00	\$ .00	S5DBD
11. BIS local channel, partial channel (link), with local channel up to 4 miles, per link (required element)	\$ .00	\$91.00	WBBQU
12. BIS local channel 1/2 mile increment, for local channels greater than 4 miles, each additional half mile, or fraction thereof (Like USOC: 1LDPA)	\$ .00	\$13.00	WCC6N
13. MegaLink® service, Service Establishment Charge, per MegaLink® service channel (for provisioning use only)	\$ .00	\$ .00	MGLSE

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**CONTRACT SERVICE ARRANGEMENT**

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**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
13.			
14. MegaLink® service, Digital Local Channel, first 1/2 mile (for provisioning use only)	\$ .00	\$ .00	1LDPZ
<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
15. MegaLink® service, Digital Local Channel, each additional 1/2 mile (for provisioning use only)	\$ .00	\$ .00	1LDPA
16. Clear channel capability, extended superframe format, at initial installation	\$ .00	\$ .00	CCOEF
17. MegaLink® service, premises visit, per visit	\$ .00	\$ .00	MGLPV
18. Jack, single-line, two-wire Tip and Ring	\$ .00	\$ .00	RJ11C
19. Jack, miniature eight-position, with shorting bars for connection of 1.544 Mbps digital lines	\$ .00	\$ .00	RJ48X
20. MegaLink® Channel Service, basic system capacity, central office, 24 voice equivalent channels	\$ .00	\$41.00	VUM24
21. MegaLink® Channel Service feature activation, central office, for analog voice services, per trunk line, per feature activated (for provisioning use only)	\$ .00	\$ .00	1PQWU
22. Feature Activation, Broadband Exchange Line service, 56 Kbps and 64 Kbps data rates, per feature activated (for provisioning use only)	\$ .00	\$ .00	1PQWE
23. Customer Connection to Frame Relay, each Customer Connection includes 1 DLCI, (provisioning USOC:XAFD1), 128 Kbps,	\$ .00	\$96.00	FRH12

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**CONTRACT SERVICE ARRANGEMENT**

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**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
23. each			
24. Frame Relay Service Feature, Committed Information Rate (CIR), 65-128 Kbps, per DLCI	\$0.00	\$0.00	FRVR1
25. Customer Connection to Frame Relay, each Customer Connection includes 1 DLCI, (provisioning USOC:XAFD1), 256 Kbps, each	\$0.00	\$111.00	FRH25

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
26. Frame Relay Service Feature, Committed Information Rate (CIR), 128 thru 256 Kbps, per DLCI	\$0.00	\$0.00	FRVR2
27. Customer Connection to Frame Relay, each Customer Connection includes 1 DLCI, (provisioning USOC:XAFD1), 384 Kbps, each	\$0.00	\$126.00	FRH38
28. Frame Relay Service Feature, Committed Information Rate (CIR), 257-384 Kbps, per DLCI	\$0.00	\$0.00	FRVR4
29. Customer Connection to Frame Relay, each Customer Connection includes 1 DLCI, (provisioning USOC:XAFD1), 512 Kbps, each	\$0.00	\$141.00	FRH51
30. Frame Relay Service Feature, Committed Information Rate (CIR), 385-512 Kbps, per DLCI	\$0.00	\$0.00	FRVR8
31. Customer Connection to Frame Relay, each Customer Connection includes 1 DLCI, (provisioning USOC:XAFD1), 768 Kbps,	\$0.00	\$156.00	FRH76

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**CONTRACT SERVICE ARRANGEMENT**

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**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
31. each			
32. Frame Relay Service Feature, Committed Information Rate (CIR), 513-768 Kbps, per DLCI	\$ .00	\$ .00	FRVR7
33. DLCI, One per Customer Connection (provisioning only)	\$ .00	\$ .00	XAFD1
34. Multi-Line exchange access line (limit 1 per MegaLink® circuit)	\$ .00	\$ .00	MFB
35. Call Return, per equipped line/trunk	\$ .00	\$ 4.55	NSS
36. Call Return, denial of per use	\$ .00	\$ .00	BCR
37. Repeat Dialing, per equipped line/trunk	\$ .00	\$ 4.20	NSQ

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
38. Repeat Dialing, denial of per use	\$ .00	\$ .00	BRD
39. Call Selector, per line	\$ .00	\$ 3.85	NSK
40. Preferred Call Forwarding, per line	\$ .00	\$ 4.20	NCE
41. Call Block, per line	\$ .00	\$ 3.85	NSY
42. Call Tracing, per line	\$ .00	\$ 4.90	NST
43. Call Waiting, per line/trunk equipped	\$ .00	\$ 4.90	ESX
44. Call Forwarding Variable, per line/trunk equipped	\$ .00	\$ 4.20	ESM
45. Three-way Calling, per line/trunk equipped	\$ .00	\$ 3.50	ESC
46. Speed Calling (8-code), per line/trunk	\$ .00	\$ 3.50	ESL

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CONTRACT SERVICE ARRANGEMENT

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RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
46. equipped			
47. Speed Calling (30-code), per line/trunk equipped	\$ .00	\$3.85	ESF
48. Call Forwarding Busy Line, per line/trunk equipped	\$ .00	\$3.33	GCE
49. Call Forwarding Don't Answer, per line/trunk equipped	\$ .00	\$3.33	GCJ
50. Customer Control of Call Forwarding Busy Line, per line/trunk equipped	\$ .00	\$5.60	GJP
51. Customer Control of Call Forwarding Don't Answer, per line/trunk equipped	\$ .00	\$5.60	GJC
52. Call Forwarding Busy Line Multiple Simultaneous Calls, per line/trunk equipped	\$ .00	\$3.33	CFSBX
53. Call Forwarding Don't Answer Multiple Calls, per line/trunk equipped	\$ .00	\$3.33	CFSDX

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
54. Call Forwarding Variable Multiple Simultaneous Calls, per line/trunk equipped	\$ .00	\$3.33	CFSVX
55. Remote Access - Call Forwarding Variable, per line/trunk equipped	\$ .00	\$7.00	GCZ
56. Call Forwarding Don't Answer - Ring Control, per line/trunk equipped	\$ .00	\$3.33	GCJRC
57. Three-Way Calling with Transfer, per line/trunk equipped	\$ .00	\$4.90	ESCWT
58. Star 98 Access, per line/trunk equipped	\$ .00	\$1.40	S98AF

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RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
58.			
59. Message Waiting Indication- Audible (MWI)	\$ .00	\$ .53	MWW
60. Message Waiting Indication- Audible/Visual (MWI-A/V)	\$ .00	\$ .53	MWWAV
61. Anonymous Call Rejection, per line	\$ .00	\$ 2.80	HBV
62. Caller ID-Basic (without ACR), per line	\$ .00	\$ 7.70	NSD
63. Caller ID-Deluxe (with ACR), per line	\$ .00	\$ 7.70	NXMCR
64. Caller ID-Deluxe (without ACR), per line, for Multi-Line Hunt Group arrangements)	\$ .00	\$ 7.70	NXMMN
65. Calling Number Delivery Blocking - Permanent, per line	\$ .00	\$ .00	NOB
66. Enhanced Caller ID (with ACR), per line	\$ .00	\$ 11.90	NXECR
67. Enhanced Caller ID with Call Management (with ACR), per line	\$ .00	\$ 12.60	N1ACR
68. Enhanced Caller ID with Call Management (with ACR and Call Forwarding Don't Answer), per line	\$ .00	\$ 12.60	NCACR

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**CONTRACT SERVICE ARRANGEMENT  
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**RATES AND CHARGES**

**NOTES:**

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Tariff Authority

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

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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. The rates specified herein contemplate the provision of a digital quality facility over existing interoffice carrier equipment and/or exchange cable facilities compatible with this service. If such equipment, 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.

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Service Commitments

- A. Customer agrees to purchase and maintain a minimum of 8 Combination Voice Channels (NARS).
- B. Customer agrees to maintain a minimum 128 Kbps Frame Relay connection per MegaLink® Channel.
- C. The services included in this CSA are offered on a package basis only. Customer may not purchase MegaLink® service 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.
- E. Failure to maintain any of these service commitments will result in the services provided under this CSA reverting to current tariff rates.

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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.

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<u>USOC</u>	<u>NONRECURRING CHARGE</u>
WGGVF-Contract Preparation Charge	\$219.00
NDT	\$ 90.00, each
NDZ	\$915.00, each
ND4	\$ 15.00, each
MGLSE	\$575.00, each
1LDPZ	\$350.00, each
RJ11C	\$ 3.00, each
RJ48X	\$ 7.00, each
MGLPV	\$ 40.00, each
VUM24	\$225.00, each
1PQWU, first	\$ 7.00, each
1PQWU, additional	\$ 6.00, each
1PQWE, first	\$ 10.00, each
1PQWE, additional	\$ 7.50, each
FRH12	\$460.00, each
FRH25	\$460.00, each
FRH38	\$525.00, each
FRH51	\$525.00, each
FRH76	\$525.00, each

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

**END OF ARRANGEMENT AGREEMENT OPTION 1**

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BIS-T1 Service Order Summary Form

**Customer Name:** TheVillage of Palmetto Bay

The undersigned Customer hereby orders from BellSouth Telecommunications, Inc. ("BellSouth"), and UUNET Technologies, Inc., and Internet Connection Services (collectively, "GSPs"), the Services and associated GSP services specified in this Order Summary Form for a 36-month term subject to and in accordance with the BellSouth® Integrated Solutions-T1 Agreement, the BIS-T1 Service Description, GSP Service Terms and conditions ("Ts and Cs"), and all applicable Acceptable Use policies ("AUP"), incorporated herein by reference. The UUNET Ts and Cs and the UUNET and BellSouth AUPs may be found at [www.bellsouth.com/smallbusiness/bist1](http://www.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-T1 service.

**Dedicated Internet Access (DIA)**

       If Customer has existing BellSouth DIA service and would like to terminate it to obtain BIS-T1, Customer must initial here to authorize such termination.

• • Bandwidth selected   256   Kbps\* 140.00 Monthly Rate

\* Frame Relay Customer Connection Speed must match DIA Bandwidth

GSP Charges (UUNET)   65.00   Monthly Rate

**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**

**\$10.00 Monthly Rate**

- 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

GSP Charges (Internet Connection Services)

**\$ 1.00 Monthly Rate**

**NOTE:** To activate the Shared Web Hosting component of BIS-T1, Customer will be provided an assigned url upon installation of BIS-T1. Customer must purchase its own SSL certificate.

The GSP charges shown in this Order are rates established by the participating GSP chosen by the Customer for service provided by the GSP.

**Customer Premise Equipment Configurations**

- (A)   X   8 to 14 FXS Analog Voice Lines and 128 to 768 Kbps Data
- (B)   \_   16 to 22 FXS Analog Voice Lines and 128 to 512 Kbps Data
- (C)   \_   8 to 16 DID/DOD Voice Lines and 128 to 768 Kbps Data
- (D)   \_   8 to 22 Digital (DS1 Voice handoff) and 128 to 768 Kbps Data
- (E)   \_   Up to 8 FXS Analog lines, 8 DID and 128 to 768 Kbps Data
- (F)   \_   Up to 16 FXS Analog lines, 8 DID and 128 to 768 Kbps Data
- (G)   \_   Up to 8 FXS Analog lines, 16 DID and 128 to 768 Kbps Data
- (H)   \_   Up to 8 FXS Analog lines, 8 to 22 Digital (DS1) and 128 to 768 Kbps Data

**TOTAL MONTHLY RATE FOR INTERNET SERVICES 216.00**

Customer Initials: \_\_\_\_\_

Date: \_\_\_\_\_

0%  
\$0  
100%

Key FBR Discount  
Key DIA Discount  
Key Standing Discount

Regulated Services  
NARs (MegaLink Channel, FlexServ) (FL)  
Exchange: St Augustine (Rate Group 12)  
MegaLink Channel Service 8 Combo NARS/RG 12  
Combination NAR

Regulated Services  
Hunting  
Line Connection Charge  
Line Connection Charge (Addtl. Instance)  
24 Voice Equivalent Channels  
Feature Activation Payment Term: 36 Months

Regulated Services  
Analog Voice  
Analog Voice (Addtl. Instance)  
Digital Data Service  
Digital Data Service (Addtl. Instance)  
Clear Channel Capability - B8ZS/ESF  
Service Establishment Charge  
MegaLink Service under a CSA Rate Under 4 miles  
First 1/2 Mile  
Additional 1/2 Mile (over first 4 miles)  
Premises Visit Charge  
Frame Relay (FL)  
Speed: 256 Kbps  
Payment Term: 36 Months  
Option: Connection to Customer Premises  
Customer Connection to Frame Relay Service  
Initial Standard DLCI  
Committed Information Rate (CIR)  
129-256 Kbps  
Flat Rate Service Business Line for Testing  
Caller ID-Deluxe(without ACR)Per line for MLH group  
Regulated Subtotal

Non-Regulated Services  
BellSouth DIA  
Shared Web Hosting  
Package Subtotal w/o Federal Charges

Federal Charges  
End User Common Line (EUCL)  
Telecommunications Relay Service  
Local Number Portability  
Federal Universal Service Charge  
Package Price with Federal Charges

USOC	QTY	UNIT	INSTALL	MONTHLY	UNIT	MONTHLY	INSTALL	MONTHLY	TOTAL	MONTHLY	TOTAL	MONTHLY
	0		\$ 0.00	\$ 146.64		\$ 0.00	\$ 0.00	\$ 240.00		\$ 240.00		\$ 240.00
WCC76	8		\$ 0.00	\$ 30.00		\$ 0.00	\$ 0.00	\$ 240.00		\$ 240.00		\$ 240.00
HTG	8		\$ 0.00	\$ -		\$ 0.00	\$ 0.00	\$ -		\$ -		\$ -
	1		\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ -		\$ -		\$ -
VUM24	7		\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ -		\$ -		\$ -
	1		\$ 0.00	\$ 41.00		\$ 0.00	\$ 0.00	\$ 41.00		\$ 41.00		\$ 41.00
1PQW+	1		\$ 0.00	\$ -		\$ 0.00	\$ 0.00	\$ -		\$ -		\$ -
1PQW+	7		\$ 0.00	\$ -		\$ 0.00	\$ 0.00	\$ -		\$ -		\$ -
1PQW+	1		\$ 0.00	\$ -		\$ 0.00	\$ 0.00	\$ -		\$ -		\$ -
1PQW+	3		\$ 0.00	\$ -		\$ 0.00	\$ 0.00	\$ -		\$ -		\$ -
CCOEF	1		\$ 0.00	\$ -		\$ 0.00	\$ 0.00	\$ -		\$ -		\$ -
MGLSE	1		\$ 0.00	\$ -		\$ 0.00	\$ 0.00	\$ -		\$ -		\$ -
WBBQU	1		\$ 0.00	\$ 91.00		\$ 0.00	\$ 0.00	\$ 91.00		\$ 91.00		\$ 91.00
	1		\$ 0.00	\$ -		\$ 0.00	\$ 0.00	\$ -		\$ -		\$ -
WCC6N	0		\$ 0.00	\$ 13.00		\$ 0.00	\$ 0.00	\$ -		\$ -		\$ -
MGLPV	1		\$ 0.00	\$ -		\$ 0.00	\$ 0.00	\$ -		\$ -		\$ -
FRH25	1		\$ 0.00	\$ 111.00		\$ 0.00	\$ 0.00	\$ 111.00		\$ 111.00		\$ 111.00
XAFD1	1		\$ 0.00	\$ -		\$ 0.00	\$ 0.00	\$ -		\$ -		\$ -
FRVR2	1		\$ 0.00	\$ -		\$ 0.00	\$ 0.00	\$ -		\$ -		\$ -
1FB	1		\$ 0.00	\$ -		\$ 0.00	\$ 0.00	\$ -		\$ -		\$ -
NXMMN	7		0	\$ 7.70		0	\$ 53.90	\$ 53.90		\$ 53.90		\$ 53.90
				\$ -			\$ -	\$ 536.90		\$ 536.90		\$ 536.90
	1		\$ 11.00	\$ -		\$ -	\$ -	\$ 11.00		\$ 11.00		\$ 11.00
				\$ -			\$ -	\$ 205.00		\$ 205.00		\$ 205.00
				\$ 11.00			\$ 11.00	\$ 11.00		\$ 11.00		\$ 11.00
				\$ 752.90			\$ 752.90	\$ 752.90		\$ 752.90		\$ 752.90
9ZR	9		\$ 0.00	\$ 7.84		\$ 0.00	\$ 0.00	\$ 70.56		\$ 70.56		\$ 70.56
LNPCP	9		\$ 0.00	\$ 0.08		\$ 0.00	\$ 0.00	\$ 0.72		\$ 0.72		\$ 0.72
FUJMX	9		\$ 0.00	\$ 3.15		\$ 0.00	\$ 0.00	\$ 28.35		\$ 28.35		\$ 28.35
	9		\$ 0.00	\$ 0.50		\$ 0.00	\$ 0.00	\$ 4.50		\$ 4.50		\$ 4.50
				\$ 104.13			\$ 104.13	\$ 104.13		\$ 104.13		\$ 104.13
				\$ 857.03			\$ 857.03	\$ 857.03		\$ 857.03		\$ 857.03

Monthly Total

Monthly Total

Monthly Total

Monthly Total

Monthly Total

Monthly Total

BellSouth Telecommunications, Inc. ("BellSouth") agrees to provide and The Village of Palmetto Bay ("Customer") agrees to purchase the BellSouth® Integrated Solutions-T1 ("BIS-T1") package pursuant to the terms and conditions set forth herein.

**1. Services.**

1.1 BIS-T1 is a packaged solution comprised of BellSouth® MegaLink Channel Service, BellSouth® Frame Relay Customer Connection, (collectively, "Regulated Services"), BellSouth® Dedicated Internet Access, and BellSouth® Shared Web Hosting (includes 30 e-mail accounts) (collectively, "Internet Services") and may only be purchased by Customers whose traffic is at least 90% intrastate. Customer is responsible for complying with this requirement.

1.2 The Regulated Services are provided pursuant to BellSouth's lawfully filed tariffs and the terms and conditions set forth in Contract Service Arrangement ("CSA") No. **FL03-4752-00** attached as **Exhibit A**. The Internet Services, and CPE installation and maintenance (collectively, "Services") and the CPE are being provided pursuant to the terms and conditions set forth in this Agreement and are not available on these terms or at these prices unless Customer purchases the BIS-T1 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 coterminous with the CSA. If neither Party has terminated this Agreement as provided for herein before or on 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.**

3.1 Customer agrees to pay the rates and charges for BS-T1 as set forth in the CSA and the Order Summary attached as **Exhibit B**. The Parties agree that BellSouth may increase its rates for the Services components during the Term due to cost increases resulting from changes in BellSouth's underlying network design or architecture relating to its interconnection with the participating Global Service Provider ("GSP") or otherwise, so long as the combined total of BellSouth and GSP rates does not increase during such Term. Notwithstanding the foregoing, the combined total of BellSouth and GSP rates to Customer may increase due to a move, add or change ("MAC") order from Customer as provided for in Section 3.2 below.

3.2 If Customer is not in default, Customer may request in writing changes to Customer's configurations of Services hereunder via a MAC order at prevailing market rates, which also may result in an adjustment to the total price or schedule for delivery of BIS-T1 or other terms of the existing Order Summary.

3.3 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-T1 or any activities hereunder. Customer will be responsible for any ad valorem, property, or other taxes assessable on any equipment provided to Customer as part of BIS-T1 on or after delivery to the installation site.

**5. CPE and CPE Maintenance.**

5.1 BellSouth agrees to provide Customer with a Vina Integrator 300 device (or such similar device as may be designated by BellSouth) ("CPE") for use with BIS-T1 and maintenance on the CPE for the Term of this Agreement pursuant to the conditions set forth herein. Should Customer cancel any BIS-T1 component, the CSA or this Agreement before the Term ends, BellSouth will no longer provide maintenance on the CPE at no charge to Customer and Customer must pay applicable termination charges as set forth herein or in the CSA.

5.2 Title to the CPE and the risk of loss or damage thereto shall pass to Customer upon delivery to the installation site.

5.3 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 cross-connecting the CPE to all applicable customer devices, such as routers, key systems, etc.

5.4 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/refurbished 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, unexplained 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. **Things Not Included in BIS-T1.** BIS-T1 includes direct connectivity only to addresses, information sources or service providers within specified calling areas known as LATAs (Local Access Transport Areas). In order to connect to Internet-based services or other parties, networks or sites located outside the local LATA (including the world-wide Internet) through BellSouth's Services, Customer will need to obtain interLATA connectivity (including global Internet service where desired) from a GSP or other party of Customer's choice who is connected to BellSouth's Services. Information about which GSPs are connected to the Services may be obtained on-line or by contacting BellSouth. Customer is responsible for selecting such a provider and for paying all applicable charges for such interLATA connectivity, as well as all charges for any purchases made through the Services and for using any supplemental networks or services other than the Services. BellSouth will facilitate the process of registering Customer's account with the GSP or other available provider of Customer's choice, and may include that provider's charges on Customer's bill from BellSouth. Any computer system, database access, Internet connection or other services provided or made available to Customer by its GSP or any other party are provided pursuant to the GSP's or such other party's Terms and Conditions and are not included in or a part of BellSouth's Services. BellSouth shall have no responsibility, obligation or liability for any services provided by any GSP or other interLATA provider, global Internet access provider or other aspect of any service provided by the GSP or other party.

**7. Customer Responsibility.**

7.1 Customer agrees to comply with all applicable laws, rules and regulations in connection with BIS-T1 and not to use BIS-T1 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-T1 any information, software or other content in any manner that violates or infringes upon the rights of any others.

7.2 Customer is responsible for: (i) assuring that its authorized users comply with these terms and that unauthorized persons do not gain access to or use BIS-T1 through user names, passwords, or other identifiers assigned to Customer pursuant to these terms; (ii) providing any equipment and software that may be necessary for use of BIS-T1 by Customer in addition to any equipment and software that may be used or provided by BellSouth for its provision of BIS-T1; and (iii) timely payment of all charges for usage of BIS-T1 applicable to its account whether or not by authorized users or for authorized purposes.

7.3 Customer shall provide, at no cost to BellSouth, such access, space, facilities, clerical support, data reproduction services, and other services at Customer's location as are reasonably requested by BellSouth for purposes of facilitating BellSouth's provision of BIS-T1.

7.4 Customer shall provide BellSouth with all relevant information necessary to implement and install BIS-T1 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-T1 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.



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 (OR 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 any 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.

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

**16.6** 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 hereto 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 thereof, or a Party may apply to such court for judicial acceptance and enforcement of the award, as the law may allow. Any mediation or arbitration conducted pursuant to this Section will take place in Atlanta. Other than those matters involving injunctive relief or enforcement of the award, the Parties agree that this Section is a complete defense to any suit, action or other proceeding instituted 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 either 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.  
The Village of Palmetto Bay By: BellSouth Business Systems, Inc.

By: \_\_\_\_\_ By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_



BellSouth Communication Systems  
5405 Windward Parkway  
Alpharetta, GA 30004

April 11, 2003

Megan Pier  
The Village Palmetto Bay  
895 SW 152nd Street  
Miami, FL 33157

Dear Mr. Pier:

Thank you for your interest in the Norstar telephone system from BellSouth Communication Systems. BellSouth has the resources necessary to provide you with the best equipment and service available; just ask one of our 10,000 BellSouth Norstar customers.

The BellSouth Norstar system is fully digital, cost efficient, and its ease of use, feature rich sets and reliability are unsurpassed. With nearly 10 million telephone sets in over 70 countries, *Norstar is the #1 telephone system in the world.* And that's because Norstar not only meets the needs of business; it anticipates them.

Enclosed is a proposal for a new BellSouth Norstar telephone system. The proposal outlines the equipment summary, which includes a one year warranty, and installation details. Should you have any questions about the enclosed material, please feel free to contact me at **800-335-8885 x5639**.

Sincerely,

A handwritten signature in cursive script, appearing to read "Randal Reid".

Randal Reid  
Senior Communications Specialist  
rkreid@bellsouthsales.com  
Tel 800-335-8885 ext. 5639  
Fax 678-893-5739

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*Why BellSouth is your best choice:*

***Total Solutions  
from BellSouth***

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***Why BellSouth is your best choice:*****We sell more than systems. We sell solutions.**

Effective communications takes more than the latest technology. It takes expertise about how to use technology to the fullest and the experience to keep it operating at peak performance. BellSouth Communication Systems has the resources, flexibility and strength to create a communications solution that's a perfect match for your business. With the latest technology, the broadest spectrum of services, the finest installation and training, as well as creative financing plans, we give you the options you need and the flexibility you want to get the most from your communications.

**Advanced communications requires advanced thinking.**

At BellSouth Communication Systems, we analyze your communications in the context of your business. We provide a full spectrum of services to meet your communication objectives today and into the future. Our services include;

- Installation
- Applications Development
- Managed Services
- Systems Integration
- Expert Training
- Complete Maintenance and Support
- Creative Financing Plans.

**There is strength in numbers.**

More than 30,000 customers have chosen BellSouth Communication Systems to create communication solutions for their business. Their satisfaction is reflected in the number who renew their service contracts with us year after year or who choose multi-year contracts. BellSouth has been ranked consistently among the most respected utilities in Fortune magazine's annual poll on corporate excellence. BellSouth has recently been voted the *Best Customer Service Provider* in the industry and named the *Number One Norstar Distributor* by Norstar users. Because we want to be there when you need us, three of every four employees at BellSouth are customer support and service.

**Superior Service. By all means.**

BellSouth gives you the options you want, the flexibility you need, the responsiveness you require, the performance you demand – all backed by the commitment you deserve. Put us to the test, and we think you'll decide to join the thousands of others who have chosen BellSouth. Advanced technology. Superior resources. Impressive experience. Proven results. That's BellSouth Communication Systems.

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## ***Why BellSouth is your best choice:***

### **Service without Interruption**

We operate state-of-the-art remote diagnostic and service centers, and through these facilities are able to dial directly into your system to start immediate monitoring and diagnosis. It is not unusual for a problem to develop, be diagnosed, and be corrected by BellSouth without your awareness. Your regular operations never miss a beat.

Should you need program changes, these adjustments can often be performed through remote access, again eliminating the wait for service technicians to arrive on-site.

BellSouth offers a 2-hour emergency response for major failures. This 2-hour response is available 24 hours per day, seven days per week. In addition, we offer an 8-hour response interval for minor failures. As many of our customers will testify, we typically exceed these published response times. A major failure is defined as failure of a voice equipment console and/or 25% of station-to-station service within the system.

### **What if you Need Service?**

Your request will be quickly logged with dispatch personnel and the appropriate maintenance response will then be assigned to the BellSouth Representative responsible for your site. As a BellSouth customer, you have at your disposal highly trained technicians and a professional service and supply network.

### **Superior Service, By All Means**

BellSouth has accumulated an impressive amount of experience, facilities and personnel. Currently BellSouth has in excess of 479 Norstar certified technicians in the BellSouth service area.

There are approximately 10,000 Norstar systems installed in the BellSouth service area that are serviced and maintained by BellSouth. This number continues to grow on a monthly basis as more systems are sold and installed. This adds up to unmatched field resources and experience.

Our sale through installation service includes intensive training programs, an intricate network of alarms and system monitors, and a short response time for emergencies.

Our commitment to keeping your system on-line is also unmatched by any other telecommunication service provider.

Because we provide Superior Service.

By all Means.

**A TELECOMMUNICATIONS PROPOSAL FOR THE BELLSOUTH NORSTAR  
PREPARED FOR: The Village of Palmetto Bay**

**Proposal # 3**

**This proposal expires April 25, 2003**

**EQUIPMENT SUMMARY**

<b>Quantity</b>	<b>Description</b>
1	Norstar-PLUS Modular Integrated Communications System provisioned for: <ul style="list-style-type: none"> <li><input type="checkbox"/> 1 Digital PRI or Biz T1 and 32 Digital Stations</li> <li><input type="checkbox"/> Fully Expandable Modular Platform - to 272 Ports</li> </ul>
	<i><b>Control Equipment</b></i>
1	Norstar Modular ICS Key Service Unit
1	Modular ICS Release 6.0 Software Package
1	FastRADII - Norstar Remote Administration/Diagnostics Device
	<i><b>Station Equipment</b></i>
5	T7100 - Single Button Digital Telephones with Display
8	T7208 - 8 Button Digital Telephones with Speakerphone and Display
4	T7316 - 34 Button Digital Telephones with Speakerphone and Display
1	M7324 - 24 Button Digital Telephone with Speakerphone and Display
1	KLM - Key Lamp Module (48 Button DSS/BLF console for M7324)
1	Plantronics Headset
	<i><b>Voice Messaging and Automated Attendant</b></i>
1	Call Pilot Voicemail 100/Minuet ACD <ul style="list-style-type: none"> <li><input type="checkbox"/> Auto Attendant, Custom Call Routing</li> <li><input type="checkbox"/> Record A Call</li> <li><input type="checkbox"/> Hot Call Transfer, Cascading Off Premise Notification</li> <li><input type="checkbox"/> 18 Seat Voicemail Authorization (expandable to 40)</li> </ul>
	<i><b>Peripheral Equipment</b></i>
1	ONEAC Uninterruptible Power Supply/AC Power Conditioner
18	Re-used Cable Pulls
8	Hours User Training

The proposed Norstar phone system is configured with an initial capacity for up to (23) digital lines over a PRI T1 circuit or a Biz T1 and (32) digital phone ports. This system is modular and can expand in line and port capacity.

**INSTALLATION SUMMARY**

The pricing below includes installation and programming of the equipment, on-site training, and specifies the re-use of existing wiring. Unexpected, unusual and additional wiring may change the quoted installation charges.

 **BELLSOUTH**

**PRICE SUMMARY**

Equipment and Installation Total: \$13,941.36  
(Excludes Tax)  
The total price includes shipping and handling charges.

(Municipality)

**BUSINESS LEASING OPTIONS**

20% Initial Payment of \$2,788.27

Lease Program	23 Months
Fair Market Buyout	\$530.79

*ONE dollar* \* Preserve working capital and use leasing as a tax benefit. Consult your tax advisor for detailed information.

**WARRANTY and MAINTENANCE SUMMARY**

**BellSouth One Year Enhanced Warranty**

Your new Norstar system comes with a BellSouth One Year Enhanced Warranty. This Enhanced Warranty will help protect one of the most crucial elements of your business - your telephone system! Some of the BellSouth Enhanced Warranty features are:

- Full repair or replacement of BellSouth provided equipment that is damaged or destroyed due to electrical surge or lightning strike.
- Guaranteed two (2) hour response time in the event of a major failure - 24 hours a day, 7 days a week.

**BellSouth Enhanced Service Protection Plan**

A BellSouth Enhanced Service Protection Plan is also available and recommended. This plan commences upon expiration of the warranty period and provides all the protection and benefits of the Enhanced Warranty. Based upon your proposed system configuration, your business can secure this protection for \$172.08 per month. This protection rate can be guaranteed for up to three (3) years.

*2 year Warranty*



**BELLSOUTH COMMUNICATION SYSTEMS and NORTEL NETWORKS**  
**- PARTNERS in the TELECOMMUNICATIONS INDUSTRY**

When you decide to make Norstar from BellSouth your telephone system, you will enter into the best telecommunications partnerships available today. BellSouth Communication Systems and Nortel Networks provide the industry's best service and product.

- More than 30,000 customers have chosen BellSouth Communication Systems to create communication solutions for their business. Their satisfaction is reflected in the number who renew their service contracts with us year after year or who choose multi-year contracts. BellSouth has been ranked consistently among the most respected utilities in Fortune magazine's annual poll on corporate excellence. BellSouth has recently been voted the *Best Customer Service Provider* in the industry and named the *Number One Norstar Distributor* by Norstar users.
- Nortel Networks is the leading North American manufacturer and supplier of telecommunications and integrated office systems. Their products are sold throughout the United States and internationally. The corporation is focused on creating value through communications solutions for an expanding range of customers, service providers, public and private enterprises, consumers and communities.

**NORSTAR TELECOMMUNICATIONS SYSTEM**

BellSouth Communication Systems has chosen Norstar as its premier key system offering because of its extraordinary technological capabilities and Nortel Networks' commitment to the telecommunications industry.

Norstar is a high performance business communications tool that has an extensive list of standard features as well as a growing suite of flexible applications. You can add the applications you need to Norstar to increase the value of your daily telephone communications.

Some of the Norstar system's highlights are:

- It offers one of the highest reliability rates in the industry and is widely recognized for this strength.
- It has a scaleable design that supports growth up to 272 stations and lines.
- It supports a growing list of functionally integrated applications such as Voice and Fax Messaging, Automatic Call Distribution (ACD), ISDN Primary & Basic Rate Interface, data network integration, and wireless telephony options.
- Telephone feature usage is simplified by alphanumeric displays that provide prompts to guide users through the operation of the Norstar's many features.

Norstar, by design is an evolutionary business communication system. Its platform was designed with the flexibility to incorporate future technological advancements. Because of this flexibility and advanced technology, *Norstar has captured and held the Number One marketshare position in the world from 1993 throughout 1998.*

 **BELLSOUTH**



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## *BellSouth's Advantages*

- BellSouth provides **Total Lightning Protection** allowing full system replacement for lightning damage.
- All BellSouth technicians are **Northern Telecom Certified**.
- BellSouth's **long-term** commitment to the industry and is your 1 point of contact for all your communications needs for many years to come.
- **2 Hour** response time on major system outages.
- **One Stop Shopping** for additional services on equipment or lines.
- Support **Hot-Line** is available **24 hours a day, seven days a week** to ensure that service interruptions are corrected as quickly as possible.
- On site **personalized** training.
- One of the lowest **Service people to Customer ratios** in South Florida.
- We only endorse one brand of telephone system: **The Meridian Norstar**.

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## *The Meridian Norstar Difference*

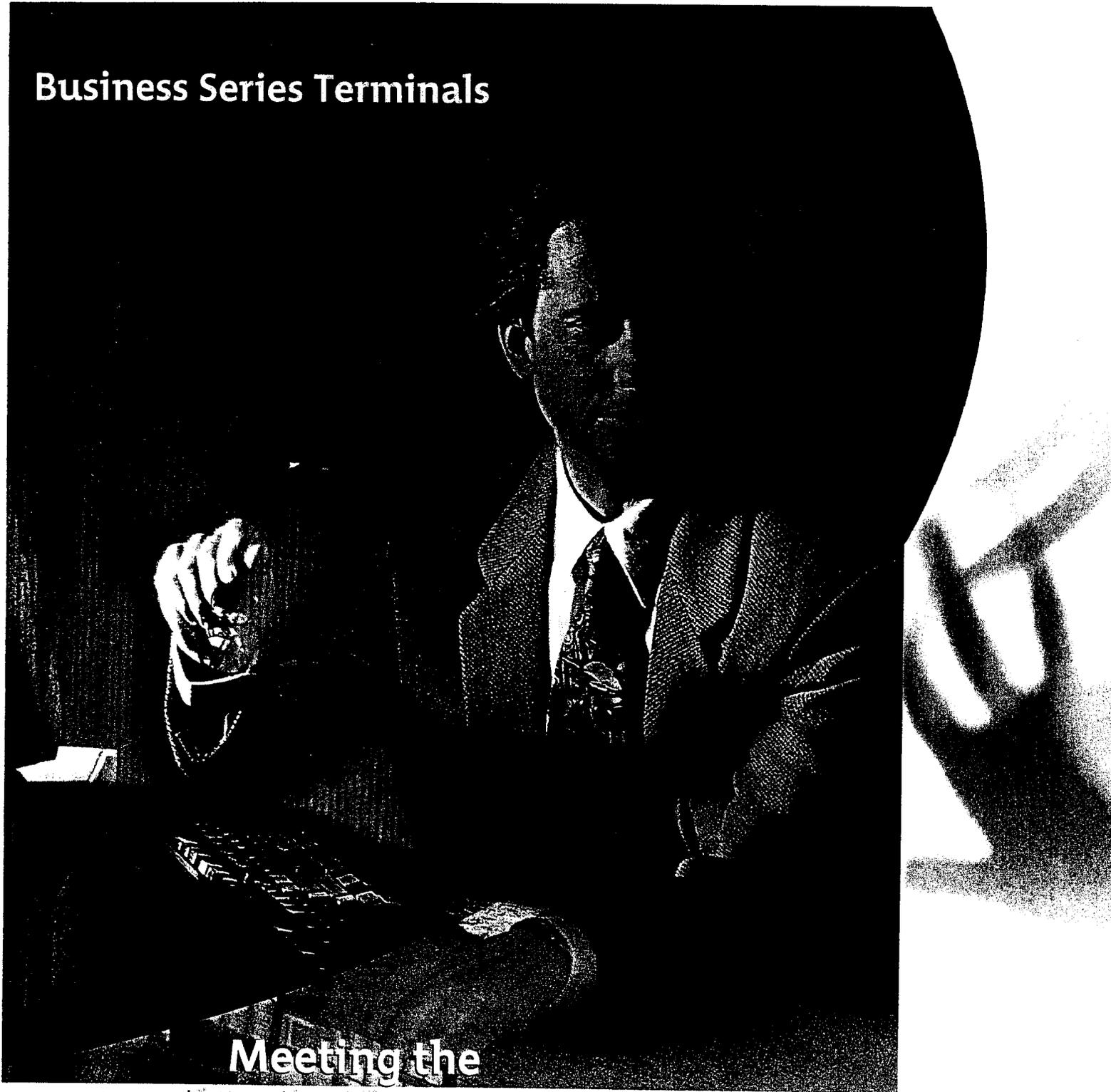
- **User friendly** telephone sets have large interactive **Soft Keys** located under LCD display which assist the user in set programming and feature usage.
- **Fully Digital** system to the desktop with fiber connections including the voicemail.
- All components are **produced by Northern Telecom** for the Meridian Norstar.
- **Enhanced speakerphone** on all sets. (No tunnel sound)
- **Dial By Name** Voice Mail.
- **Digital Networking** between voicemails.
- The **LOWEST** failure rate of any Hybrid system sold today.
- One of the **lowest power consumption ratings**. (Costs less to own and produces less heat thereby producing fewer failed units.)
- **#1 Selling** Digital System in the world!

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**NORTEL**  
NORTHERN TELECOM

*norstar*

Business Series Terminals



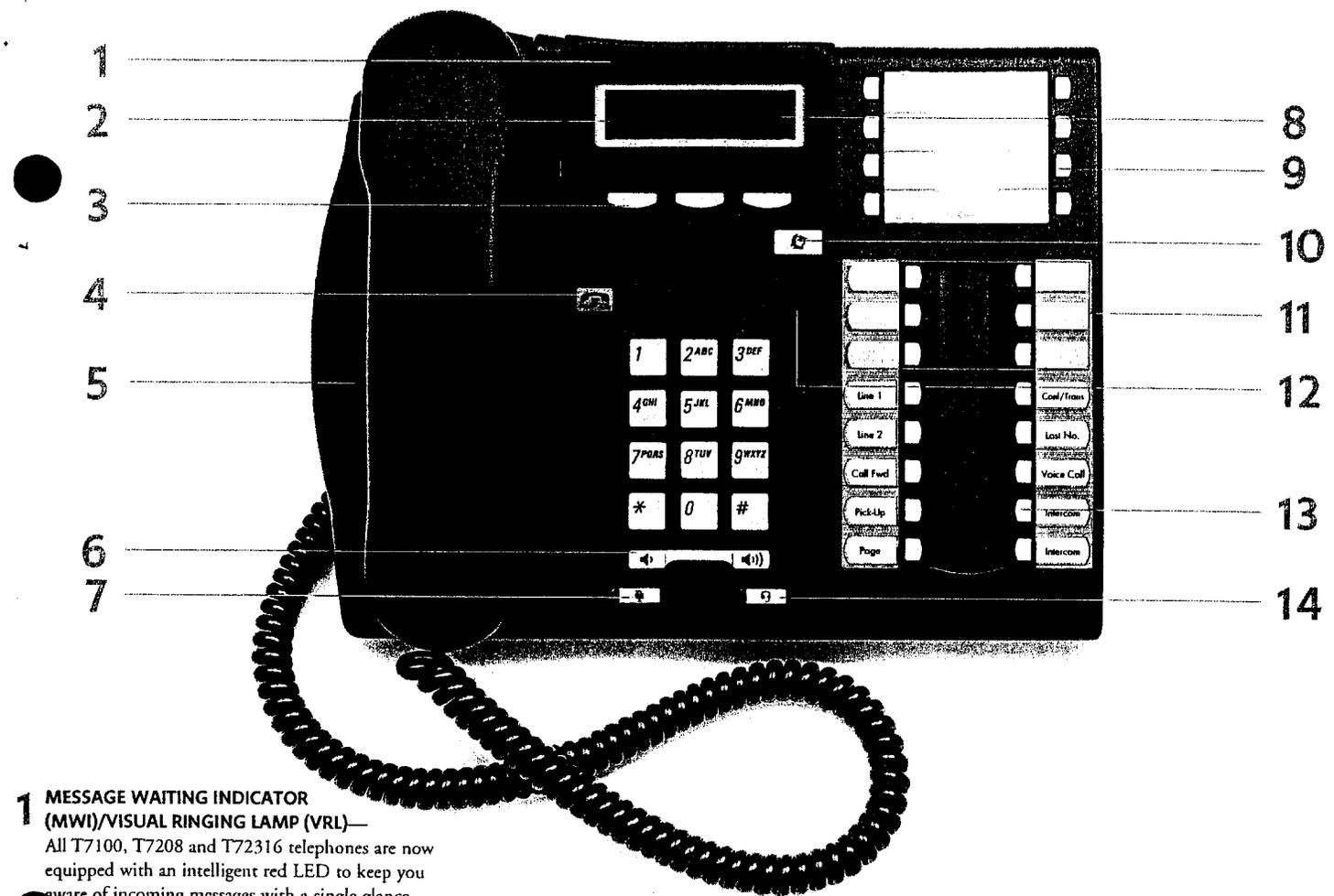
Meeting the

Reliability and

**Flexibility**

● Requirements of Your  
Growing Business

**NORTEL**  
NETWORKS™



#### 1 MESSAGE WAITING INDICATOR

##### (MWI)/VISUAL RINGING LAMP (VRL)—

All T7100, T7208 and T72316 telephones are now equipped with an intelligent red LED to keep you aware of incoming messages with a single glance. Your unique patterns include: fast flash—phone is ringing, on another call or you're away from your desk; slow flash—call on hold; solid pattern—message waiting; blank—phone is idle.

#### 2 CALL LOG—

You can easily find out exactly who has called while you were away from your desk. The Call Log leverages Calling Line Identification (CLID) services to show a record of incoming call information—including date and time of calls as well as number or repeated attempts.

#### 3 SOFT KEYS—

Communications are further simplified by three soft keys on the T7316 and the M7324 that let you select the appropriate action with just one-touch of a key—without the need to remember cumbersome commands.

#### 4 RELEASE BUTTON—

No need to lift and replace the handset to hang-up after a handsfree call—just press the release button.

#### 5 BUILT-IN SPEAKER—

High-quality audio enables handsfree conversation, background music, group listening, and paging announcements. A crisp speaker saves your neck and ear during long calls and avoids any conversation distortion.

#### 6 VOLUME CONTROL BAR—

You can easily and quickly adjust the ringer, handset, headset, or speaker volume by merely tapping the volume control bar to accommodate soft-spoken customers or to hear an important incoming call when you step away from your desk.

#### 7 MUTE BUTTON—

You can use the mute button to listen without being heard.

#### 8 LCD WINDOW—

The Business Series Terminals have LCD Windows that walk you through Norstar and Business Communications Manager features

step-by-step so you can easily transfer calls, establish conference calls, respond to messages, and leverage network and application services. The LCD Window will identify the person calling before you answer if you subscribe to CLID services from your voice services provider. The LCD Window allows you easy access to advanced applications—such as Voice Mail, Fax Messaging, and Dial-by-Name—without the need for studying instruction manuals. And to make viewing even easier, the T7100, T7208 and T7316 telephones feature fully adjustable tilt LCD Windows.

#### 9 MEMORY BUTTONS—

Need quick access to the numbers of your most important customers? You can easily program frequently used numbers for one-touch-dialing. You can also program the memory buttons for quick access to system features or network services. The choice is yours—customize the phone for the way you work.

#### 10 FEATURE BUTTON—

Just press this button to quickly program or use one of the many features on the Norstar and Business Communications Manager voice platforms.

#### 11 PROGRAMMABLE BUTTONS—

You can easily customize each phone to meet the needs of each user. Buttons can be programmed as lines, intercoms, autodial numbers, or features. For example, if you meet frequently with customers in your office, you can program a button for "Do Not Disturb" and avoid interruptions by merely pressing a button.

#### 12 HOLD—

A simple touch of a button places callers on hold—with tones or music to assure them that they have not been disconnected. External calls on hold

play periodic reminder tones, and Exclusive Hold—available as a simple feature code—prevents co-workers from inadvertently picking up your call from their sets.

#### 13 INTERCOM—

You can improve intra-office communication and allow employees to talk without tying up external phone lines. The Intercom key leaves lines free so your customers can always reach you.

#### 14 HANDFREE BUTTONS—

With one-touch, hands-free operation, you can place or answer calls without picking up the handset.

#### OTHER FEATURES

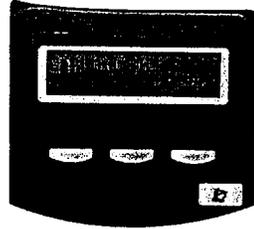
Business Series Terminals have a broad range of additional features, including discriminating ringing, bilingual capability, automatic set relocation, wall-mount capability, and built-in headset jacks. There's even a downloadable software tool, called Desktop Labeling System, that allows you to create customized labels for the T7100, T7208 and T7316 telephone sets.

Nortel Networks offers a consistent look-and-feel across the entire product line to maximize ease-of-use, minimize training requirements, and provide investment protection as you grow your company. Just select the system that fits your needs today and add capacity and sets as your business grows. Business Series Terminals offer rock-solid reliability and allow you to smoothly integrate your voice and data infrastructure over a common network and take advantage of powerful business applications—such as Automatic Call Distribution (ACD), Computer Telephony Integration (CTI), Speech Recognition, and Integrated Voice Response (IVR)

# LCD Windows

Menu-driven LCD Windows and associated soft keys help make the Business Series Terminals the easiest-to-use telephones in the industry. The display prompts you through feature usage, lets you know when you have messages—and can even tell you who is calling before you pick up the phone!

## Internal Messaging



Want to reach a co-worker away from his desk or on another call?



Simply touch the soft key marked "LATER"...



...then follow the message prompts on the display to send your message.

## Message Waiting



A glance at the LCD Window shows whether you have a message.



Just press the soft key user "MSG" to identify the caller—then return or erase the call with the simple touch of a button.

## Call Log



If you subscribe to CLID services from your provider, either Norstar or Business Communications Manager will automatically maintain a log of external callers...



...and let you know the number—and name, if available—of the caller.



You can quickly review the date and time of your call and determine how many times the caller tried to reach you.



And you can also identify the line on which the call came in and whether the call was answered by a co-worker.

## Conference Calling



Establishing conference calls is simple—you just have to follow the prompts in the LCD Window. Make your first call... then make your second call.



which will automatically place the first call on hold.



Press the held line from your first call...



...and your conference call is complete!

# Business Series Terminals

from Nortel Networks



## T7100 BUSINESS SERIES TERMINAL

The sleek and simply designed T7100 delivers Norstar and Business Communications Manager features and reliability to low-traffic areas—such as lobbies, office kitchens, reception rooms, and breakrooms. This single-line telephone is an easy-to-use but highly functional telephone set with a programmable Memory Button and a 16-character LCD Window with MWI/VRL. \$15

## T7208 BUSINESS SERIES TERMINAL

The T7208 is uniquely suited for lower internal and higher external calling volumes, and it supports up to eight lines and frequently used features. This multi-line telephone offers eight memory buttons, a 16-character LCD Window with MWI/VRL, and a headset jack. The T7208 is a cost-effective solution for users needing only a few programmable features and/or autodial numbers. It is well-suited for reception areas and for workstations with moderate call volumes and activity—as well as areas with shared telephones, such as manufacturing plants, retail departments, or repair centers.

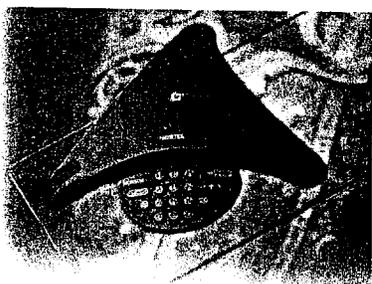


## T7316 BUSINESS SERIES TERMINAL

This full-featured multi-line telephone has a two-line, 16-character-per-line LCD Window with MWI/VRL. The T7316 provides access to a total of 24 Memory Buttons, and it offers ample coverage for business call areas and support for feature-intensive usage. It offers three soft keys to assist employees using the visual display prompts on the LCD, and it is targeted toward the needs of a variety of user groups, including managers and executive professional as well as central answering and administrative positions.

## M7324 BUSINESS SERIES TERMINALS

The M7324 is an expandable telephone that supports heavy call volumes and offers robust features, including 24 Memory Buttons, three soft keys, and the LCD Window for one-touch access to a combination of 24 lines, features, and autodial numbers. This two-line telephone offers a two-line, 16 character-per-line LCD Window. One or two Central Answering Position (CAP) modules can be attached to add 48 Memory Buttons for each module to support additional lines, autodials or Business Communications Manager or Norstar features.



## AUDIO CONFERENCING UNIT

Extend voice connectivity to small-to-medium-sized conference rooms and offices using the Audio Conferencing Unit. You can plug it into any digital telephone jack, and it requires no additional telset, analog adaptor, or analog line cord. Based on a sleek, space-age design, it includes full-duplex technology and a keypad with a feature button that lets you easily access all the conferencing features available from the Business Series Terminals product family. \$

**The Business Series Terminals leverage the strength of the established Norstar Telephone Portfolio and provide the rock-solid reliability, ease-of-use, and cost-effectiveness required by both small and medium-sized companies. They deliver full integration with Norstar and Business Communications Manager features and support integration with advanced business applications.**

**Nortel Networks offers the proven reliability and robust feature sets needed to meet the demands of your growing business. Nortel Networks is number one in global market**

**leadership, and the new Business Series Terminals allow you to deliver sophisticated voice applications while allowing users to immediately increase productivity and leverage sophisticated functionality.**

## **Business Series Terminals that Complement Your Business**

Built on the strength of the industry-leading Norstar Product Portfolio, the Business Series Terminals allow small and medium-sized businesses to deploy a modular solution that can scale as your business grows. The telephones support both the Norstar and Business Communications Manager system platforms and provide investment protection and clear migration paths.

As the next-generation telephones that build on the Norstar Telephone Portfolio, the Business Series Terminals offer the highest reliability ratings in the industry and set the standard for reliability and flexibility. These products can be deployed to support both the Business Communications Manager and Norstar systems with full backward-compatibility, so you can add them to existing voice infrastructure to cost-effectively scale voice connectivity as your business grows.

The Business Series Terminals leverage the features of the earlier Norstar Telephone Portfolio and add the following new features and benefits:

Streamlined Aesthetics	A smaller footprint frees up desk space
Strip Labeling	You can reduce the time and costs associated with Moves and Changes at the desktop level
Desktop Labeling Assistant Application	A new software tool has been developed to allow users to create and download customized labels for their telephone sets.
LCD with Tilt Display	Clearer viewing of information and message prompts in diverse lighting environments
Message Waiting Indicator/Visual Ringing Lamp	Message Waiting Indicator and Visual Ringing Lamp alert you of incoming messages or that your phone is ringing when you are on another call.
Audio Control Center with Headset and /Mute	Available on the T7208 and T7316 to let you quickly change the path and the volume of your call
Large Dial Pad	More friendly interface for enhanced productivity and ease-of-use
Six Additional Indicator Buttons	The T7316 now provides end-users with additional programmable buttons supported by LCD indicators internal extensions

# **NORTEL NETWORKS™**

For more sales and product information, please call your account representative or 1-800-4NORTEL

United States:  
1-800-822-9638

Asia Pacific  
65-287-2877

Canada  
1-800-466-7835

Caribbean and Latin America  
954-851-8000

Europe, Middle East, and Africa  
4-92-96-69-66

<http://www.nortelnetworks.com>

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