



## COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507  
(251) 580-2564  
(251) 580-2500 Fax  
agary@baldwincountyal.gov  
www.baldwincountyal.gov

ANU GARY  
Records Manager

May 23, 2011

Mr. Michael Bankston  
Bellsouth Telecommunications, Inc.  
d/b/a AT&T Alabama  
1110 Montlimar Drive  
Suite 299  
Mobile, Alabama 36609

**RE: Contract Service Agreement – Telephone Directory Listings**

Dear Mr. Bankston:

Enclosed is a **fully executed original** *Contract Service Arrangement (CSA) Agreement* approved during the April 19, 2011, Baldwin County Commission meeting, with Bellsouth Telecommunications, Inc. d/b/a AT&T Alabama for rate reductions on the Foreign Directory Listing charges (USOC: FAL and FALCX) for both AT&T Telephone Directories in Baldwin County. The term of the Agreement shall be from the date of full execution and shall be extended for additional one-year terms, unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

If you have any questions or need further assistance, please do not hesitate to contact David Pimperl, CIS Director, at (251) 937-0351.

Sincerely,

ANU GARY, Records Manager  
Baldwin County Commission

AG/met Item ED2

cc: David Pimperl  
Mike Job  
Shannon Spivey

ENCLOSURE



Special Service Arrangement Agreement

RECEIVED  
MAY 20 2011

BY:           

Case Number AL11-0617-01

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, ("Company") and Baldwin County Commission ("Customer" or "Subscriber"). This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

- 1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
- 2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
- 3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein and except as otherwise provided in Section 13 below, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
- 4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
- 5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
- 6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
- 7. (a) If Subscriber cancels this Agreement or a Service provided pursuant to this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff or stated elsewhere in this Agreement,



## Special Service Arrangement Agreement

Case Number AL11-0617-01

termination charges are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Alabama.
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. d/b/a AT&T Alabama  
Assistant Vice President  
2180 Lake Blvd., 7<sup>th</sup> Floor  
Atlanta, GA 30319

Subscriber

Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507-

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. Customer and Company acknowledge and agree that to the extent the Service provided under this Agreement is deregulated or de-tariffed by operation of law, regulation, or otherwise, all references in this Agreement to "BellSouth General Subscriber Services Tariff", "BellSouth tariffs", "BellSouth's lawfully filed tariffs", or any other reference to BellSouth's tariffs on file with the Public Service Commissioner(s) of the applicable state or states shall be deemed reference to the terms set forth in this Agreement, as well as the Service

**Special Service Arrangement Agreement**

Case Number AL11-0617-01

Descriptions and Price Lists and the BellSouth Service Agreement, all of which can be found at the link found at [www.att.com/servicepublications](http://www.att.com/servicepublications), all incorporated herein by reference as if fully included herein.

Customer agrees such deregulated or de-tariffed Service shall be provided in accordance with the terms and conditions set forth in this Agreement, the Service Descriptions and Price Lists for each applicable state or states and the BellSouth Service Agreement found at the link above. To the extent there exist any discrepancies or inconsistencies between the terms set forth in the body of this Agreement and those incorporated by reference, the terms and conditions set forth in the body of this Agreement shall govern.

14. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions including all terms set forth in the Service Descriptions and Price Lists found at [www.att.com/servicepublications](http://www.att.com/servicepublications), as applicable. Customer further agrees that this Agreement and any attachments hereto, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties. The undersigned warrant and represent that they have the authority to bind Customer and Company to this Agreement.



**Special Service Arrangement Agreement**

Case Number AL11-0617-01  
Option 1 of 1

Offer Expiration: This offer shall expire on: 6/18/2011.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for Foreign Directory Listings and Foreign Directory Cross References for both AT&T Telephone Directories in Baldwin County.

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





Special Service Arrangement Agreement

Case Number AL11-0617-01  
Option 1 of 1

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:  
Baldwin County Commission

By: Frank Burt, Jr.  
Authorized Signature

Printed Name: Frank Burt, Jr.

Title: Chairman

Date: 5/20/2011

Company:  
BellSouth Telecommunications, Inc. d/b/a AT&T Alabama

By: Natasha J. Ball  
Authorized Signature

Printed Name: Natasha J. Ball

Title: Customer Contract Specialist

Date: 05/18/11



**Special Service Arrangement Agreement**Case Number AL11-0617-01  
Option 1 of 1**RATES AND CHARGES**

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Foreign Directory Listing (applies to either AT&T Telephone Directory in Baldwin County)	\$ .00	\$ .00	FAL
2	Foreign Directory Listing Cross Reference (applies to either AT&T Telephone Directory in Baldwin County)	\$ .00	\$ .00	FALCX

**Special Service Arrangement Agreement**Case Number AL11-0617-01  
Option 1 of 1**RATES AND CHARGES****NOTES:**

The Customer is liable for the revenues to the Company for the full term of this Agreement. If the Customer disconnects early, two payment options are available:

1. Continue paying the monthly rates for the remainder of the Agreement term, or
2. Make a lump sum payment discounted by the current prime interest rate plus two percentage points.

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

<u>USOC</u>	<u>NONRECURRING CHARGE</u>
WGGVF-Contract Preparation Charge	\$472.00

These rates and charges are in addition to any tariff rates and charges that may apply.

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.

**END OF ARRANGEMENT AGREEMENT OPTION 1**