

**CONTRACT SERVICE ARRANGEMENT  
AGREEMENT**

Case Number AL03-H173-03

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Baldwin County Commission ("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 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, 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. (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 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

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PRIVATE/PROPRIETARY

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

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in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company 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.

7. This Agreement shall be construed in accordance with the laws of the State of Alabama.
8. 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  
1110 Montlimar Place, Ste 299  
Mobile, AL 36609

Subscriber

Baldwin County Commission  
100 Courthouse Rd  
Bay Minette, AL 36507

9. 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.
10. 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.
11. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
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

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without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.

13. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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Option 1 of 2

Offer Expiration: This offer shall expire on: 10/1/04.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for BellSouth® Primary Rate ISDN - Voice/Data (Standard) service.

This Agreement provides for a twenty-four (24) month minimum service period. (Notes 1,2,4)

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.

Customer Initials       *HS*      

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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: 6/17/2004

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

By: Britt Baxter  
Authorized Signature

Printed Name: Britt Baxter

Title: Sales Mgr.

Date: 6/14/04

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**RATES AND CHARGES**

<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. BellSouth® Primary Rate ISDN Access Line, each (Note 2)	\$ .00	\$130.00	1LD1E
2. BellSouth® Primary Rate ISDN Interface, each - Voice/Data (Standard) (Note 2, 3)	\$ .00	\$375.00	PR71V
3. BellSouth® Primary Rate ISDN B-Channel, each - Voice/Data (Standard) (Note 2)	\$ .00	\$12.00	PR7BV
4. BellSouth® Primary Rate ISDN Telephone Numbers, per telephone number requested inward and 2-way	\$ .00	\$0.20	PR7TF
5. Network Interface Equipment - RJ48X	\$ .00	\$ .00	RJ48X

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**RATES AND CHARGES**

**NOTES:**

1. All applicable rates and regulations for BellSouth® Primary Rate ISDN as set forth in the General Subscriber Services Tariff are in addition to the rates and regulations contained in this CSA with the exception that volume discounts as outlined in the tariff do not apply.
2. The following nonrecurring charges will not apply upon initial installation. However, if 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 charges:

<u>USOC</u>	<u>Nonrecurring Charge</u>
WGGVF	\$320.00
1LD1E	\$875.00, each
PR71V	\$110.00, each
PR7BV	\$ 5.00, each
RJ48X	\$ 7.00, each

3. Apply five End User Common Line Charges for each Primary Rate Interface.
4. Other rate elements used in the provision of the service may not have been listed herein but can be found in the appropriate BellSouth tariff.
5. If Baldwin County reasonably determines that the continuation of the Services has become impractical or unfeasible and desires to purchase new BellSouth technological features and capabilities that provide higher functionality and/or increased capacity (“Higher Order of Service”), Baldwin County may terminate the specified service without incurring termination liability so long as the term for the BellSouth Higher Order of Service is equal to the remaining term of this Agreement and the Agreement for the Higher Order of Service complies with other applicable tariff requirements for such Higher Order of Service.
6. This Agreement and Baldwin County Commission’s obligation to pay any amount due is contingent upon the availability and continuance of funds and receipts to Baldwin County Commission for that purpose. In the event of the unavailability of funds and/or receipts necessary to make payments pursuant to this agreement, Baldwin County Commission may terminate this service without incurring any liability including, but not limited to, any cancellation and termination charges provide herein. If Baldwin County Commission cancels service for any reason other than the unavailability of funds, the termination liability provisions set forth in the agreement shall apply.
7. This CSA must be approved by the Alabama Public Service Commission.

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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# Baldwin County Commission

## Quote For Service

Description	Quantity	Installation	Monthly
<b>BellSouth Primary Rate ISDN (AL)</b>			
<i>Exchange: BAYMINETTE (Rate Group 3)</i>			
<i>Payment Term: 24 to 48 Months</i>			
<i>Serving Arrangement: Local Serving Office</i>			
<b>Rate Plan: Flat Rate</b>			
Access Line	4	\$3,500.00	\$520.00
Interface - Voice/Data (Standard)	4	\$440.00	\$1,500.00
B-Channels - Voice/Data (Standard)	92	\$460.00	\$5,106.00
D-Channels - Voice/Data (Standard)	4	\$0.00	\$0.00
Telephone Numbers for Voice/Data and Digital Data			
Inward/2-way	721	\$0.00	\$144.20
End User Common Line (EUCL)	20	\$0.00	\$142.60
Telecommunications Relay Service	20	\$0.00	\$3.00
Excess Line Port Charge - PRI	4	\$0.00	\$56.00
Local Number Portability	4	\$0.00	\$7.00
Federal Universal Service Charge - PRI	4	\$0.00	\$20.80
<b>Circuit Location #1</b>			
<i>Address: 100 Courthouse Rd</i>			
<i>Serving CO: BYMNALMARS0 (251/937) - BellSouth Telecomm, Inc. - AL</i>			
Existing Jack	4	\$0.00	\$0.00
<i>*Rates quoted for this product are based on Tariff Sections A42.3 (GSST), 13.3.21 (FCC 1), 4.7 (FCC 1).</i>			
<b>Custom Entry #2 (AL)</b>			
<i>Description: FX Charges for the PRI that has Spanish Fort TNs, but rings in Bay Minette</i>			
<i>*The Custom Entry portion of this quote has been manually entered and is subject to verification</i>			
FX Mileage to trunk between Spanish Fort & Bay Minette	1	\$0.00	\$405.00
<b>Custom Entry (AL)</b>			
<i>Description: BellSouth Special PRI Pricing, 24 Mos. Contract</i>			
<i>*The Custom Entry portion of this quote has been manually entered and is subject to verification</i>			
Contract Service Arrangement, AL03-H173-03, Opt. 1	1	(\$4,400.00)	(\$4,002.00)
<b>Total Installation</b>		<b>\$0.00</b>	<b>Total Monthly \$3,902.60</b>

## Serving These Locations

### BellSouth Primary Rate ISDN (AL)

Prepared By <b>Kathy Starns</b> (251) 602-6368 Quote Number <b>BBS030521102820</b> This Quote is valid 30 days from last revision date 06/01/2004 Federal, State and Local tax not included.	
The information contained in this proposal is proprietary to BellSouth and is offered solely for the purpose of evaluation. It may not be disclosed to third parties without prior written permission from BellSouth. This quote is subject to the availability of the services set forth above.	

# Baldwin County Commission

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CKL # 1 BALDWIN COUNTY COMMISSION  
100 Courthouse Rd, 1 Courthouse Square  
BAY MINETTE, AL 36507  
MIKE JOB (251) 580-2575

Custom Entry (AL)

Custom Entry #2 (AL)

Prepared By **Kathy Starns** (251) 602-6368

Quote Number **BBS030521102820**

This Quote is valid 30 days from last revision date **06/01/2004** Federal, State and Local tax not included.

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BALDWIN COUNTY COMMISSION  
BALDWIN COUNTY, ALABAMA

Physical Address:

322 COURTHOUSE SQUARE  
BAY MINETTE, ALABAMA  
36507

Mailing Address:

312 COURTHOUSE SQUARE, SUITE 12  
BAY MINETTE, ALABAMA  
36507

TELEPHONE: (251) 580-1696 or (251) 580-2564  
FACSIMILE: (251) 580-2500

FACSIMILE TRANSMISSION

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TIME SENT: \_\_\_\_\_

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BellSouth Business<sup>SM</sup>  
1110 Montlimar Place  
Suite 299  
Mobile, AL 36609

Christopher Jones  
Account Manager

251 602 6385  
Fax 251 602 6374  
Toll Free 877 590 7991  
Fax Toll Free 800 943 7125

christopher.jones@bellsouth.com

(Including this Cover Sheet)

FROM: \_\_\_\_\_

TELEPHONE  
NUMBER: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

LOCATION: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

*Dani Ruffin*

*580-2564*

*B.C.C.*

*10 pages*

If re-transmittal is required, please call (251) 580-1696 or (251) 580-2564.

TRANSMISSION VERIFICATION REPORT

TIME : 05/17/2004 14:49  
NAME : COMMISSION FAX  
FAX : 251-580-2500  
TEL : 251-937-0264

DATE, TIME	05/17 14:43
FAX NO./NAME	96026374
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