

compliance date established in its order or, in the case of a repeat violation, for each day the repeat violation continues past the date of notice to the violator of the repeat violation. Notice of the hearing at which the imposition of a fine and certification of a lien will be considered shall be provided to the violator in the manner provided by section 2-511. If a finding of a violation or repeat violation has been made as provided in this article, a hearing shall not be necessary for issuance of the order imposing the fine.

(b) Any fine the ~~board~~ Special Magistrate imposes pursuant to this section shall not exceed \$250.00 per day for a first violation or \$500.00 per day for a repeat violation. In determining the amount of the fine, if any, the board shall consider the following factors: (1) the gravity of the violation; (2) any actions taken by the violator to correct the violation; and (3) any previous violations committed by the violator. The ~~board~~ Special Magistrate or the special magistrate may subsequently reduce any such fine so imposed, but has no authority to compromise or reduce a fine that is subject of a recorded lien.

(c) A certified copy of an order imposing a fine may be recorded in the public records of the county, and thereafter such order shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but such order shall not be deemed to be a judgment of a court except for enforcement purposes.

(d) A fine imposed pursuant to this article shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever occurs first.

(e) After three months from the filing of any such lien which remains unpaid, the ~~code-enforcement board or the~~ special magistrate may authorize the City Attorney to foreclose on such lien or to sue to recover a money judgment for the amount of the lien plus accrued interest in the manner provided by statute for the foreclosure of other municipal liens and the collection of liens. No lien created pursuant to the provisions of this chapter may be foreclosed on real property which is a homestead under art. X, ' 4 of the State Constitution.

SECTION 12. APPEAL AMENDED. City Code Sec. 2-510 Appeal is amended.

Sec. 2-510. Appeal.

Any aggrieved party, including the City Commission ~~local governing body~~, may appeal a final administrative order of the ~~city code enforcement board or the~~ Special Magistrate to the circuit court of the county as provided by F.S. ' 162.11. Such an appeal shall not be a hearing created de novo, but shall be limited to appellate review of the record created before the enforcement board. The appeal provided for herein shall be filed within 30 days of the execution of the order to be appealed.

SECTION 14. INCORPORATION INTO CODE OF ORDINANCES. This Ordinance shall be incorporated into the City of Quincy Code of Ordinances and any section or

paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 15. SEVERABILITY. Each separate section of this Ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 16. EFFECTIVE DATE. This Ordinance will take effect immediately upon its adoption by the City Commission of the City of Quincy, Florida, and the signature of the Mayor.

INTRODUCED IN OPEN SESSION THIS 8TH DAY OF APRIL, 2014 BY THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA, THIS ___ DAY OF _____, 2014.

APPROVED:

Derrick D. Elias Mayor and Presiding
Officer of the City Commission and of
City of Quincy, Florida

ATTEST:

Sylvia Hicks
Clerk of the City of Quincy and
Clerk of the City Commission thereof

ATTACHMENT 2

MINUTES OF COMMISSION
MEETING OF APRIL 8, 2014

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

REGULAR MEETING
APRIL 08, 2014
6:00 P.M.

The Quincy City Commission met in regular session Tuesday, April 08, 2014, with Mayor Commissioner Dowdell presiding and the following present:

Commissioner Micah Brown
Commissioner Larry D. Edwards
Commissioner Gerald A. Gay, III
Commissioner Derrick D. Elias

Also Present:

Interim City Manager Mike Wade
City Attorney Jerry Miller
City Clerk Sylvia Hicks
Police Chief Walt McNeil
Interim Finance Director Jeffery Williams
Customer Service Director Ann Sherman,
Utilities Director Mike Wade
Interim Information Technology Director Christopher Jordan
Planning Director Bernard Piawah
Account Specialist Catherine Robinson
CRA Manager Regina Davis
Parks and Recreation Director Gregory Taylor
Interim Public Works Director Reginald Bell
Executive Assistant to City Manager Cynthia Shingles
Human Resources Director Bessie Evans
Police Officer Harold Barber
Sergeant Tara Butler
Sergeant At Arms Assistant Chief Glen Sapp

Also Present: Commissioner Elect Daniel McMillan

Call to Order:

Mayor Dowdell called the meeting to order, followed by invocation and the Pledge of Allegiance.

Special Presentations by Mayor or Commission

Approval of Minutes

Commissioner Edwards made a motion to approve the March 4, 2014 special meeting minutes with corrections as necessary. Commissioner Gay seconded the motion. The ayes were unanimous.

Commissioner Edwards made a motion to approve the April 1, 2014 special meeting minutes with corrections as necessary. Commissioner Gay seconded the motion. The ayes were unanimous.

Commissioner Edwards apologized for not attending the meeting and not being able to vote, he stated that the Attorney explained the ruling.

Public Hearings as scheduled or agendaed

Draft Ordinance No. 1062-2013– Code Enforcement

Commissioner Gay made a motion to read Ordinance No. 1062 by title only. Commissioner Edwards seconded the motion. Upon roll call by the Clerk the ayes were Commissioners Brown, Edwards, Gay, Elias and Dowdell. Nay was none. The Clerk read the title as follows:

AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA, RELATING TO CODE ENFORCEMENT; PROVIDING FOR DEFINITIONS AMENDED; PROVIDING FOR CODE ENFORCEMENT BOARD ABOLISHED; PROVIDING FOR BOARD FUNCTION, APPOINTMENTS AND TERMS OF OFFICE REPEALED; PROVIDING FOR ATTENDANCE, REMOVAL FROM OFFICE REPEALED; PROVIDING FOR ORGANIZATION, EXPENSES REPEALED; PROVIDING FOR SPECIAL MAGISTRATE, APPOINTMENT, QUALIFICATION AMENDED; PROVIDING FOR ENFORCEMENT PROCEDURE AMENDED; PROVIDING FOR HEARING PROCEDURES AMENDED; PROVIDING FOR POWERS OF CODE ENFORCEMENT BOARD AND MAGISTRATE AMENDED; PROVIDING FOR FINE, LIEN AND FORECLOSURE AMENDED; PROVIDING FOR APPEAL AMENDED; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Dowdell asked if anyone from the audience had any comments. There were no

comments from the audience. City Attorney stated that with the there was no advertise requirement for this ordinance. Commissioner Edwards made a motion to approve Ordinance No. 1062 on first reading. Commissioner Gay seconded the motion. Upon roll call by the Clerk the ayes were Commissioners Brown, Edwards, Gay, Elias and Dowdell. Nay was none.

Ordinance No. 1061-2014 Second Reading – Annexation of IFAS Property located on Pat Thomas Parkway

Commissioner Gay made a motion to read Ordinance No. 1061 by title only. Commissioner Brown seconded the motion. Upon roll call by the Clerk the ayes were Commissioners Brown, Edwards, Gay, Elias and Dowdell. Nay was none. The Clerk read the title as follows:

AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA RELATING TO THE ANNEXATION OF CONTIGUOUS PROPERTY TO THE CITY; PROVIDING FOR AUTHORITY; PROVIDING FOR ANNEXATION AND LEGAL DESCRIPTION; PROVIDING FOR A MAP OF ANNEXED AREA; PROVIDING FOR ZONING AND LAND USE; PROVIDING FOR COMPLIANCE WITH LAW; PROVIDING FOR FILING; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Dowdell announced that this is a public hearing and if anyone had any comments from the audience. There were no comments.

Commissioner Edwards made a motion to approve Ordinance No. 1061 on second reading. Commissioner Brown seconded the motion. Upon roll call by the Clerk the ayes were Commissioners Brown, Edwards, Gay, Elias and Dowdell. Nay was none.

Public Opportunity to speak on Commission propositions – (Pursuant to Sec. 286.0114, Fla. Stat. and subject to the limitations of Sec. 286.0114(3)(a). Fla. Stat.)

Mr. Leonard Newton of 345 South 11th Street came before the Commission and reported the following: (1) repair of a manhole/storm drain cover at the corner of 4th and 11th Streets (2) a tree in right of way leaning toward his mom's house at 345 South 11th Street, (3) sewer issue, (4) . The Interim City Manager stated he would get with Mr. Newton after the meeting.

Ms. Lille Lee of 326 Stanley Street stated that her utility bill is going up and she is on a fixed income, she stated her rent is \$450, and utility bill is over \$229.00 and she only receive \$730.00 per month. Ms. Lee also stated that there is an abandon house located at 325 Stanley Street across the street from her and the bushes needs to be cut back.

Ms. Lula Love of 343 Stanley Street stated she came before the Commission to request a light be placed on GF & A Drive. Ms. Lee also stated that she is glad to see Valley Drive being repaired.

Robert Peoples of 237 North Lowe Street came before the Commission and stated that the Commission needs to implement the agreement with the former Manager Mr. McLean. Mr. Peoples stated that it is a good thing to have sidewalk along South Adams Street

Emanuel Sapp of 821 2nd Street came before the Commission and stated that the Commission needs to review and reconsider the agreement signed then by Mayor Gay.

Mr. Sapp thanked the Attorney for his services he provided to the City and his sound judgment.

Mr. Sapp stated he applaud the Commission for voting to allow sidewalks along South Adams Street.

Resolution:

Resolution No. 1314-2014 – QuincyFest 2014 and Temporary Road closure

Commissioner Gay made a motion to approve Resolution No. 1314-2014 for the QuincyFest and Temporary Road Closure. Commissioner Edwards seconded the motion. The ayes were unanimous.

Reports request and Communication by the City Manager

North Florida Educational Development Corporation – Use of Tanyard Creek Park

Mr. Dexter Allen representative for NFEDC came before the Commission the use of Tanyard Creek Park for a concert on Mother's Day concert. He stated the proceeds will be for the Freedom School. Mr. Allen stated their goal is to support a program call CDF Freedom School, which provides high quality academic enrichment for Gadsden County children and their families. The program is designed to boost student motivation to read, generate positive attitude toward learning, and connect the needs of children and families to resources in their communities. All children will have the opportunity to attend this program at no charge to families. Mr. Shaw stated that he partnered with NFEDC to give back to the City by issuing scholarships and all the proceeds would go into the program. Mr. Allen stated they will have security from Atlanta, GA, clean up the park and make sure that the park is closed at the proper time. Commissioner Elias was concerned that people often come in and partner with a non-profit and pay only a small fee and the City is left holding the bag, he stated he just want to see the City get its fair share. Commissioner Gay asked how many people they anticipate. Mr. Allen stated from 2,500 to 4,000. The Attorney stated often times a promoter will use a non-profit organization as a shell to avoid the rules and regulations and get the facility free. Attorney Miller stated that he would guide the Commission to be very cautious about whom we contract with because we don't know the business relationship of the professional promoter and if there is proper documentations. Mr. Miller suggested that the City is listed as a certificate holder and both the Promoter and Non-Profit carry event

insurance. Chief McNeil and Mr. Allen will meet to discuss security. Commissioner Brown made a motion to approve the request for the use of Tanyard Creek contingent upon all of the requirements are met such as insurance security deposits/damage deposits, vendor permits, service personnel fees. Commissioner Dowdell seconded the motion. Attorney Miller suggested that the Commission amend their motion to include the City will not waive any of the discretionary waives. Commissioners Brown and Dowdell amended their motions to include the above statement. The ayes were Commissioners Brown, Edwards, and Dowdell. Nays were Commissioners Gay and Elias. The motion carried.

Commissioner Edwards stated we need to workshop this issue again.

Mayor Dowdell stated it is probably a good policy to set time limits on policy procedures from time to time for review.

Downtown Master Plan Contract

Commissioner Gay made a motion to authorize staff to enter into a contract with Atkins, Inc., to prepare the City of Quincy Downtown Master Plan. Commissioner Edwards seconded the motion. The ayes were commissioners Brown, Edwards, and Gay. Nays were Commissioners Elias and Dowdell. The motion carried.

Big Bend Transit Contract

Bernard Piawah, Building and Planning Director came before the Commission and reported that Big Bend Transit, Inc. informing the Commission that the contract for the shuttle bus will end April 30, 2014. He stated under the current contract the projected expenses for providing services is \$82,000 for which the City and County were to contribute \$36,000 each with the balance coming from monthly fare collected. Mr. Piawah stated that the shuttle provides service along a fixed route within the City of Quincy that loops through Havana and Gretna. Mr. Piawah stated the ridership fell short on collecting the remaining of the fares which equates to \$947.00. Commissioner Edwards stated that he know that this is a needed service in the community and will probably never be profitable. He stated there are several people that depend on the shuttle to attend the doctor and to go grocery shopping. Commissioner Gay stated he don't support this item and asked if Big Bend had applied for funds from the State and Federal level. Commissioner Elias stated that Big Bend is only the supplier of service they did not apply any funds. The Commission directed/authorized staff to talk with Gretna and Havana City Manager to see if they would give the additional funds for the shuttle and if not the City would pay.

Other Items requested to be agendaed by the Commission Member(s), the City Manager and other City Officials

Former City Manager's Severance Package

Commissioner Gay asked the Interim Finance Director if he had found a funding source for the Severance Package. Mr. Williams Interim Finance Director stated yes from the City

Manager's Contingency line item and the Salary line item. Commissioner Edwards made a motion to authorize the Interim City Manager to send the revised General Release and Waiver of Rights to the former City Manager. Commissioners Edwards and Gay amended their motion to include the revised General Release and Waiver of Rights.

City Attorney asked the Commission if they had any communication with the former City Manager. Mayor Dowdell replied yes and will continue to do so.

Mayor Dowdell we are not following the terms of the City Manager's Contract it stated that we are to give him 180 days and we did not. He also stated that by terminating the City Manager that puts us in a financial bind we are going to have to pay him \$147,000, we are in breach of the FMPA contract because we don't have a \$1M dollar line of credit, pay roll was due Friday, and a bond payment was due on April 1st.

Commissioner Elias asked if anyone audited the time sheets. Ms. Evans stated based on the ADG system it maintains and calculates the leave. Mr. Williams stated we did not perform an additional audit.

Commissioner Elias stated that back in November he requested a print out of leave accumulated for the Manager and he noticed there were two employee numbers and two different amounts of leave. He asked how could that had happened. The Finance Director stated that if an employee is separated from the City and returns sometime a new number is given.

Commissioner Gay stated he wants to clarify that when the Release is given to Mr. McLean he has 21 days to accept it or reject it and seven days to revoke it. Upon roll call by the Clerk the ayes were Commissioners Edwards and Gay. Nays were Commissioners Brown, Elias and Dowdell. Commissioner Elias then asked to reconsider his vote. The Commission agreed to the reconsideration and Commissioner Elias changed his vote to aye. The motion carried three to two in favor of sending the General Release and Waiver of Rights to the former City Manager.

Comments

Interim City Manager's

Interim City manager wade presented to the Commission three requests from civic organizations soliciting funds NAACP \$300.00, Gadsden Leadership Academy \$500.00, and the Kiwanis Club \$500.00. The Commission did not take any action this item. Commissioner Edwards told the Manager to inform the Civic Organizations that they should submit their request during the budgeting process.

City Clerk

City Attorney

Attorney Miller stated he needed to clarify the rule of voting and not being present at a meeting which is a calendar conflict. He suggested that the Commission establish rules that permit absentee voting such as sick and disability not for convenience.

Attorney Miller thanked the Commission, staff, and citizen of the Community for allowing him to serve as the City Attorney. He stated that he has been blessed to have been part of the community.

Commissioners

Commissioner Elias stated that he have been receiving phone calls regarding mosquitoes and asked the Manager to see if they can get someone to spray.

Commissioner Elias informed the Manager that the wood at the eve at the amphitheater is deteriorating and needs to attention.

Commissioner Elias stated that the Reorganization Meeting is normally scheduled for the Friday after the election at 5:00 p.m. and is requesting that the time be change to 4:00 p.m. Commissioner Elias made a motion to request the time change. Commissioner Gay seconded the motion. The ayes were unanimous.

Commissioner Gay stated he will not be held hostage regarding severance payments we need to consider what is going to happen at the front end of the contract.

Commissioner Gay stated we need to have a workshop on the power and duties of the City Manager as well as the removal of the City Manager.

Commissioner Gay stated he was forwarded a copy of the delinquent utility bill account and we are in direct violation of the bond covenants of 1132 Bond section 11.11 states failure to pay within 60 days shall result in shut off of the users service. He stated he encourage the Manager to look into the matter.

Commissioner Gay reported that at 221 and 225 Carver Streets and 230 and 238 Lowe Street has some code enforcement issues.

Commissioner Edwards made a motion to allow the Clerk to purchase a digital recorder for the meeting for not more than \$250.00. Commissioner Elias seconded the motion. The ayes were unanimous.

Commissioner Edwards stated that Chef James Bradwell approached him regarding a place for them to vend on City property. Mr. Piawah reported to the Commission that the Planning and Development Review Board met and had had rejected the site at the corner of Elms and Pat Thomas Parkway. Commissioner Edwards suggested Tanyard

Creek suggested Tanyard Creek Park it has restroom facilities and a picnic area. He stated he would like for the Commission to look into the possibility of having the vendor's setup at Tanyard Creek. Ms. Denise Hanna stated that is what they PDRB suggested.

Commissioner Brown informed the concerned citizen in the audience that he had reported that approximately three months ago regarding the storm drain at 11th & 4th Streets.

Mayor Dowdell stated that a benefit walk will be held on April 11 a Leisure Park for Ms. Sharon Bradwell who has sarcoidosis.

Commissioner Edwards made a motion to adjourn. Commissioner Brown seconded. There be no further business, the meeting was adjourned.

APPROVED:

Keith A. Dowdell, Mayor and
Presiding Officer of the City Commission
City of Quincy, Florida

ATTEST:

Sylvia Hicks
Clerk of the City of Quincy
Clerk of the City Commission thereof

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: May 13, 2014
Date Submitted: May 8, 2014
To: Honorable Mayor and Members of the Commission
From: Mike Wade, Interim City Manager
Chris Jordan, Interim IT Director
Subject: Approval of Telecommunications Service Agreement

Statement of Issue:

This agenda item seeks Board approval to enter into a three year service agreement with TDS and the City Of Quincy Public Safety (Quincy Police Department & Quincy Fire Department).

Background:

In April of 2013, the City of Quincy ended its relationship with Momentum Telecom, which provided VOIP services for the City Government. Since the City was about to partake in hosting its own VOIP Phone System, a decision was made to place Public Safety on TDS Phone System. The deciding factors were both the Momentum and TDS systems offered the same services which included free long distance, it also provided Public Safety with no down time during the City's transition to its own VOIP service.

Analysis:

Quincy Police Department

- Month to Month \$1526.15
- One Year Contract \$1326.15 (Monthly)
- Three Year Contract \$1076.15 (Monthly)

Quincy Fire Department (Stewart St)

- Month to Month \$923.50
- One Year Contract \$723.50 (Monthly)
- Three Year Contract \$572.50 (Monthly)

Quincy Fire Department (Corporate Court)

- Month to Month \$827.60
- One Year Contract \$627.60 (Monthly)
- Three Year Contract \$518.60 (Monthly)

Totals

- Month to Month \$3,277.25
- One Year contract \$2,677.25 (Monthly)
- Three Year Contract \$2,167.25 (Monthly)

Options:

Option 1. Approve Three Year Contract.

Option 2. Approve One Year Contract

Option 3. Don't approve option 1 or 2 (Convert to Month to Month)

Staff Recommendation:

Option 1

Attachment:

A. One and Three Year Contract for Quincy Public Safety



Telecommunications Service Agreement

Customer Information - Service Address

Ordered By / Title Christopher Jordan
 Business Name City of Quincy Fire Department
 Street 10 Corporate Court
 City, State, Zip Quincy FL 32351

Main Yellow Pages Heading on file

Phone: on file

Email: on file

Multiple Locations: YES See Attached Additional Service Locations Addendum(s)

Billing Information Same As Above

Bill to Company City of Quincy
 Address 404 West Jefferson St
 City, State, Zip Quincy FL 32351

Billing Contact Name on file

Phone on file

Quantity Ordered	Description of Services / Equipment	Term	Monthly Recurring Charge		Non-Recurring Charge	
			Unit	Total	Unit	Total
6	Office Packages	12 months	\$45.95	\$275.70		
1	ATA office	12 months	\$45.95	\$45.95		
1	ATA Basic	12 months	\$10.95	\$10.95		
1	3MEG Ethernet Service	12 months	\$249.00	\$249.00		
1	24 Port sw	12 months	\$25.00	\$25.00		
1	Static IP	mo-mo	\$5.00	\$5.00		
2	ATA Service	mo-mo	\$1.50	\$3.00		
2	Block of DID numbers	mo-mo	\$5.00	\$10.00		
2	Custom Call Routing	mo-mo	\$1.50	\$3.00		

- XData, XData Pack, managedIP SIP, PRI and Essentials locations must have a minimum of _____ lines. ManagedIP locations must have a minimum of 4 Premium or Office stations in any combination. Customers with 4 to 6 stations are required to have all Premium packages assigned to Polycom phones. If a location falls below the minimum requirement, the service will be canceled and cancellation charges will apply.
- FCC/911/USF/Federal and State taxes, Administrative Fee and Additional Directory Listing charges* apply and are not included in the Totals below. Local usage charges apply if applicable.
- If Customer chooses TDS as its long distance provider, TDS will block international calling unless specifically identified in the Description of Services/Equipment section of this Agreement.

Customer Initials: _____ Date: _____ *Total: **\$627.60** *Total: **\$0.00**

1. **Agreement.** This Telecommunications Service Agreement (“Agreement”) is between Quincy Telephone Company (“TDS”) with its principal office at 107 W. Franklin St., P.O. Box 189 Quincy, FL 32351-0189 and City of Quincy Fire Department with its office at 10 Corporate Court, Quincy FL 32351 (“Customer”).

The Customer hereby agrees to purchase from TDS and TDS agrees to sell the Services (“Services”) identified in this Agreement or any future Amendments agreed to by the parties pursuant to the terms and conditions set forth herein. Amendments are included herein by reference as integral parts of this Agreement. If Customer wishes to change the Services or add additional Services, Customer and TDS shall execute an Amendment describing such changes or additions. Unless specifically set forth on any Amendment, if the terms of any documents incorporated by reference are inconsistent with this Agreement, the terms of this Agreement will control. Customer agrees that the TDS Internet Services Terms of Service, Internet Network Management, Privacy Policy, and Acceptable Use Policy [together referred to as the “TDS Internet Terms of Service”] as stated on www.tdsbusiness.com will apply to any internet Services provided under this Agreement. The TDS Internet Terms of Service are included herein by reference as integral parts of this Agreement. Further, Customer also agrees to accept the Google Terms of Service if Customer chooses to use TDS-provided email service. Customer acknowledges certain duties and obligations of TDS under this Agreement may be performed by certain affiliates of TDS.

2. **Service Installation; Customer Requirements and Responsibilities.** TDS shall only be responsible for bringing the lines ordered by Customer to the Customer designated demarcation point at Customer’s premises where TDS equipment terminates. In no event shall TDS be responsible for connecting, installing or wiring past the demarcation point. Customer agrees and acknowledges that it shall be Customer’s sole responsibility to provide and arrange for all necessary wiring and equipment required to extend dial tone including phone system programming and any other related wiring or work required to implement the Services. At the time of service installation and during maintenance and repair, Customer agrees to provide at no charge, access to any equipment, a telephone, a safe working environment and adequate storage space for a reasonable quantity of replacement parts, electrical power to operate the Services and adequate space in Customer’s premises to house any equipment used in connection with provision of the Services, and shall take all other actions reasonably required for the performance of Services by TDS under this Agreement. TDS is not responsible for any long distance charges associated with the use of dial-up Internet services. Customer is responsible for the security of all passwords, equipment or systems that allow access to the Services provided by TDS. Customer acknowledges that they are responsible for actions on their account performed by others who have acquired Customer’s passwords or access to Customer’s equipment or systems with or without Customer’s knowledge and Customer agrees to pay any charges that are incurred regardless of any claim the Customer may have against third parties based on unauthorized access to Customer’s passwords, equipment or systems. Customer is also responsible for providing to TDS accurate, specific address and location information for all TDS telephone numbers provided (including any and all changes to such information) so that 911 calls can be properly directed to the appropriate PSAP (public safety answering point). If Customer moves the location of its voice service without the approval of TDS, then 911 calls may not transmit any information, or may otherwise send incorrect address information and/or be directed to the incorrect emergency services provider, which may result in a delay or failure of emergency services being dispatched to Customer’s location.

3. **Billing.** Compensation to be paid by Customer to TDS for Services provided under this Agreement shall be established at the rate and terms provided in this Agreement and by local tariff, where applicable. The Customer agrees to pay TDS the contract commitment amount set forth on page 1 of this Agreement. All invoices are due within 30 days from date of invoice. If allowed under applicable tariff, a late charge of 1-1/2% per month, or the highest permissible amount chargeable by law, whichever is less, may be charged on any unpaid balance owed to TDS which remains unpaid for 30 days or more after the date of the invoice. In the event that any action taken by any legislative, judicial or regulatory body, or any underlying services provider that TDS utilizes to deliver the Services, directly or indirectly causes a reduction in revenue or an increase in expenses with respect to the provision of the Services, TDS shall have the right to increase the amount of Recurring Charges set forth in this Agreement upon 30 days notice. Customer shall have the right to terminate this Agreement within 30 days of notice of the change in such Recurring Charges. Customer agrees that any unlimited service is being provided based on reasonable usage, and that use of the service for auto dialers, long distance dialup access to the Internet or other information services, call centers, certain switching applications or other high volume calling applications is not permitted and will entitle TDS to terminate the Service upon written notice of the violation. TDS reserves the right to monitor Customer’s usage to determine compliance with these limitations. Bundled prices represented on this Agreement may be billed separately on Customer’s bill. The separate pricing may not be used with any other product or bundled products. It is the Customer’s responsibility to review the monthly invoices for accurate representation of charges. Disputes concerning the accuracy of any invoice that has been paid must be brought in writing within three (3) months of the due date of the invoice.

4. **Warranty.** TDS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT WITH RESPECT TO THE FOREGOING WARRANTY, TDS IS PROVIDING ALL SERVICES TO THE CUSTOMER “AS IS” AND TDS MAKES NO WARRANTY AS TO THE CONTINUOUS OPERATION OF THE SERVICE OR ANY SPECIFIC FEATURE OF THE SERVICE. ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE ARE DISCLAIMED. TDS DOES NOT WARRANT THAT THE SERVICES OR RELATED PRODUCTS WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO YOUR COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES ON ANY OF THEM. CONNECTIONS (SYNC-RATES) ARE RATE ADAPTIVE AND MAY BE LOWER DUE TO THE LENGTH AND CONDITION OF THE LINE. ACTUAL THROUGHPUT MAY BE LOWER DUE TO INTERNET CONGESTION, NETWORK UTILIZATION, PROTOCOL OVERHEADS OR OTHER FACTORS, WHICH CAN NOT BE CONTROLLED BY TDS. IN THE EVENT OF A POWER OUTAGE AT CUSTOMER’S LOCATION OR IF CUSTOMER’S BROADBAND SERVICE IS DOWN, SERVICES THAT ARE NOT LINE-POWERED (SUCH AS managedIP) WILL NOT OPERATE AND CUSTOMER WILL NOT HAVE ACCESS TO EMERGENCY SERVICES SUCH AS 911.

5. Limitation of Liability. TDS SHALL NOT BE LIABLE IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF THE USE OF THE SERVICE, LOSS OF DATA, CUSTOMER'S INABILITY TO USE THE SERVICE, INTERRUPTIONS OR CLAIMS BY THIRD PARTIES. THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR DISPUTES RELATED TO THE ACCURACY OF INVOICES, THE MAXIMUM CREDIT OR REFUND A CUSTOMER MAY RECEIVE SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TDS OVER THE MOST RECENT THREE MONTH PERIOD FOR THE SPECIFIC SERVICES IN DISPUTE; FOR ALL OTHER CLAIMS TDS LIMITS LIABILITY RELATED TO THE PROVISION OF SERVICES TO THE AMOUNT PAID BY CUSTOMER IN THE PREVIOUS TWELVE (12) MONTHS FOR SERVICES GIVING RISE TO, OR WHICH ARE THE SUBJECT OF, THE CLAIM WHETHER SUCH CLAIM ALLEGES BREACH OF CONTRACT, OR TORTIOUS CONDUCT INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR ANY OTHER THEORY. TDS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER FOR ANY OMISSION OR ERROR WITH RESPECT TO CUSTOMER'S TELEPHONE DIRECTORY LISTINGS.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE PROVISION OF SERVICES OR ITS PERFORMANCE MAY BE BROUGHT BY CUSTOMER MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.

6. Insecurity of the Internet. CONNECTION TO THE INTERNET CREATES INSECURITY. Security and disruption problems are inherent in the Internet. The very openness of the Internet creates risks that the Internet is insecure, and vulnerable to both intentional and unintentional disruption. Security breaches can occur for technical and other reasons, and, despite the implementation of security measures, we cannot guarantee that our networks are not vulnerable to unauthorized and illegal access, computer viruses and other disruptive problems. Our ability to provide our services depends in part on the reliability of the Internet and the networks of our partners, and our services can also be negatively affected by limitations inherent in the technology infrastructure supporting the Internet and the internal networks of Internet users. Customer must provide adequate information security for their own networks by using appropriately complex passwords, firewalls, and updated anti-virus and anti-spyware software.

7. Default. An event of default ("Event of Default") shall occur upon the occurrence of all or any one of the following events: (a) the Customer does not pay when due any invoice; (b) the Customer ceases doing business as a going concern; (c) the Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (d) the Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or the Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (e) the Customer shall default in the performance of any of its obligations to TDS or any assignee arising under this Agreement, or any other agreement between the Customer and TDS and such default is not cured within 30 days of TDS providing notice of same, unless prohibited by relevant federal, state or local law.

8. Remedies. Upon the occurrence of an Event of Default, unless prohibited by relevant federal, state or local law, TDS may, at its option and without notice or demand, exercise all or any one or more of the following remedies: (a) declare immediately due and payable all invoices and all other sums due, including termination charges, or to become due hereunder or under any other agreement between the Customer and TDS; (b) terminate all of its obligations arising under this Agreement, and any other agreement between Customer and TDS; (c) enter the premises where any of TDS' equipment is located and repossess all or any part of the equipment; (d) offset any amounts due TDS under this Agreement against any amounts TDS or any of its affiliates owes the Customer (or the Customer's affiliates) under any other agreement; or (e) exercise all other legal and equitable remedies which TDS may have. The foregoing remedies shall be deemed cumulative and may be exercised successively or concurrently as permitted by law.

9. Interruption of Services. For any interruption of Service that is not due to negligence or non-compliance with any term or condition of this Agreement by Customer or the failure of operation or malfunction of facilities, power or equipment provided by the Customer, Customer will be entitled to a credit against the monthly Recurring Charge for such Service. Service will be deemed to be interrupted from the time TDS receives notice from Customer that the Service is not working until the time the Service is working. Unless provided otherwise by law or tariff, credits shall be calculated on the basis of a 30-day month and shall be credited upon Customer request against the monthly Recurring Charge for such Service as follows:

- First 30 minutes: none
- 30 minutes to 3 hours: 1/10 day
- Each additional 3 hour period (or fraction thereof): 1/5 day

If the duration of the outage is more than 24 hours, then the credit shall be the daily pro-rated amount of the Customer's monthly Recurring Charge for the applicable Service for each day thereafter, in an aggregate amount not to exceed the monthly Recurring Charge for such Service. Credits under this provision shall be the Customer's sole remedy and TDS' sole liability for any Service outage.

10. Support. The following outlines TDS support boundaries and procedures for TDS Internet connectivity and access.

10.1 Warranty. Internet access equipment and/or Polycom[®] telephone sets purchased or leased from TDS is fully supported per the manufacturer's warranty period (individual manufacturer's warranties vary; check specific manufacturer for the warranty period). Extended warranty support programs may be available through TDS. Equipment leased or purchased from third party vendors, including vendors recommended by, are *not* supported by TDS.

10.2 Boundaries.

10.2.1 Purchased Equipment from TDS – The boundary is the Ethernet port on the router. Please note that the inside wiring between the Network Interface Device (NID) and the equipment is not supported.

10.2.2 Customer Provided Equipment – The boundary is the Network Interface Device (NID). When TDS is able to verify circuit integrity the support boundary is met.

10.2.3 NOTE: Firewalls, Virtual Private Networks (VPN) and network management are beyond the support boundaries provided by TDS for dedicated Internet services.

10.3 **Activation.**

10.3.1 Equipment Purchased from TDS – Customer is responsible for the configuration of equipment purchased from TDS.

10.3.2 Customer Provided Equipment – Configuration and installation of equipment not purchased or leased from TDS is the Customer's responsibility. TDS will provide the Customer with a list of relevant IP addresses for use in the configuration of the Customer's equipment. However, it is the Customer's responsibility to configure the equipment.

10.3.3 Limits – Activation is limited according to the boundaries listed in section 10.3.1 and 10.3.2 above.

10.4 **Help Desk.** Technical support is available **only through the TDS Help Desk.**

10.5 **Unsupported Routers.** Routers not purchased through TDS are unsupported. **TDS will not provide support services for unsupported routers.**

11. **Term and Termination.**

11.1 TDS will provide Customer with the Services pursuant to the rates, terms and conditions specified herein, commencing on the latter of the requested service date or the day following the date in which TDS notifies Customer that the Service is ready for use ("Service Commencement Date"). At the expiration of any Service Term, this Agreement shall continue in effect with respect to the Service on a month-to-month basis until canceled by either party on 30 days written notice; provided, however that the charges for the Service during any renewal period shall be at the then-current monthly rate charged by TDS for such Service. Unless specifically exempted, Services shall be subject to all general regulations applicable to the provision of Service and rates charged for such Service by TDS and stated in its general tariff including late payment charges, termination charges, and related expenses. Upon any termination of the Services herein, Customer shall return all TDS-owned equipment in good working condition to TDS, or Customer will be responsible for the full cost of the equipment. Customer is responsible for any damage to equipment provided by TDS.

11.2 Customers who terminate their Service prior to the expiration of the Term shall be liable for the repayment of any promotional credits, discounts or fee waivers including but not limited to installation fee waivers and for reimbursement of any special construction or non-recurring charges for Services or related facilities requested by Customer. Unless otherwise set forth under applicable tariff, if Customer terminates Service prior to expiration of the Term, Customer shall pay an early termination fee equal to: (a) the difference between the amount billed had the Customer been billed at the rate applicable under an agreement which had a term equal to the term between the effective date of this Agreement and the termination date; plus (b) the full purchase price of any equipment as shown above, minus the amounts already paid on a per month basis up to the date of termination. In addition, specifically with regard to Call Recording Services, Customer shall pay an early termination fee equal to 50% of the contracted monthly recurring charges for such Call Recording Services for each month remaining on the initial term. If there is a partial cancellation, any volume discounts going forward will be applied based only on the remaining volume. Either party may cancel this Agreement without liability in the event TDS is prohibited from providing service or if any material rate or term contained herein is substantially changed by final order of a court, administrative agency, or other body of competent jurisdiction. Termination charges will not apply if the Customer replaces the Service with a new contract with a term equal to or greater than the original term with a minimum commitment equal to at least 75% of the original commitment level under this Agreement. Each Service designation is deemed a separate service and cancellation of any single service shall not affect the other services ordered by Customer in this Agreement. Customer agrees that the forgoing early termination fees are fair and reasonable and that TDS's provision of the Services would not be commercially viable but for these Customer commitments.

11.3 This Agreement shall remain effective until terminated in accordance with the provisions set forth herein.

12. **Subsequent Additions/Deletions.** For each new product or service added to this Agreement after a 60-day grace period, installation charges will apply. Installation charges for advanced business products will be quoted at the time of request on an individual case basis. Subsequent feature deletions, after a 60-day grace period, will be assessed a service order charge per account. Any preferred customer discounts, volume discounts or promotional discounts are subject to change if Customer deletes services from the original service agreement. Any adjustments in special discounts will be quoted at the time of the request on an individual case basis.

13. **Special Construction.** Where facilities are not available or if equipment, new facilities or changes to existing facilities are required for the provision of additional services, a special construction charge will apply in addition to the monthly service charge. Customer may be required to pay additional charges or to contract for Services beyond the normal service term, or both.

14. **Insurance.** Each party shall maintain Commercial Workers' Compensation Insurance as required by law and Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence covering personal injury and property damage.

15. **MISCELLANEOUS.**

15.1 **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State where the Services are performed (without giving effect to conflicts of law).

15.2 **ATTORNEY'S FEES AND COSTS:** In any action by a party to enforce its rights hereunder, the non-prevailing party shall pay the prevailing party's cost and expenses (including reasonable attorney's fees).

15.3 EXTRAORDINARY CIRCUMSTANCES: TDS shall not be liable for any failure to perform its obligations under this Agreement to the extent such failure is due to "Force Majeure". Force Majeure includes, but is not limited to, acts of God, strike, lockout or other interference with work, war, declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, network or other telecommunications failures, including suppliers, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses and any other cause whether of the kind specified above or otherwise which is not reasonably within the control of TDS.

15.4 ENTIRE AGREEMENT: This Agreement, and any Amendments, Addenda, and Statements of Work, together with any applicable tariffs, shall constitute the entire Agreement between Customer and TDS notwithstanding inconsistent or additional terms and conditions in Customer's purchase orders or other documents submitted to TDS. Any and all representations, promises, warranties or statements by TDS's agent(s) that differ in any way from the terms and conditions of this Agreement shall have no force or effect. This Agreement shall at all times be subject to such modifications as a PSC/PUC and/or the FCC may, from time to time, require under their respective jurisdictions and otherwise, this Agreement may be amended only by a written instrument executed by both parties.

15.5 CUSTOMER REPRESENTATIONS: The Customer represents that the person signing this Agreement on behalf of the Customer is a duly authorized representative of the Customer and has the authority to execute this Agreement on the Customer's behalf.

15.6 SEVERABILITY AND SURVIVAL OF TERMS: Any term or condition of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating any of the remaining terms or conditions of the Agreement. The following provisions shall survive any termination or expiration of this Agreement: Disclaimer of Warranties (in Section 4), Limitation of Liability (Section 5) and the Miscellaneous provisions (Section 15).

15.7 ASSIGNMENT: Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that TDS may assign this Agreement, or any of its rights or obligations hereunder in the event of any corporate reorganization, or to any subsidiary or affiliate, any purchaser of all or substantially all of the assets of TDS, or any entity with which or into which TDS may merge or consolidate, without the consent of Customer upon written notice to Customer.

15.8 TAXES: In addition to the payments required hereunder, Customer shall pay all sales, use, transfer and other taxes whether federal, state or local, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement excluding, however, any income taxes on fees paid to TDS by Customer.

15.9 WAIVER: A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

15.10 ELECTRONIC DOCUMENTS: TDS hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. TDS may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

If switching to TDS Long Distance, Customer is responsible for cancellation of current long distance carrier service.
Customer initials _____

If switching to TDS provided data service, Customer is responsible for cancellation of current data service.
Customer initials _____

Authorization:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

City of Quincy Fire Department _____ TDS _____

Customer Name _____

By: _____ By: _____

Signature - Authorized Representative _____ Signature - Authorized Representative _____

_____ Roger Tyo _____

Print Name _____ Print Name _____

_____ Strategic Account Manager _____

Title _____ Title _____

_____ Date _____

Date

Date



Telecommunications Service Agreement

Customer Information - Service Address

Ordered By / Title Christopher Jordan
 Business Name City of Quincy Fire Department
 Street 95 Corporate Court
 City, State, Zip Quincy FL 32351

Main Yellow Pages Heading on file
 Phone: on file
 Email: on file

Multiple Locations: YES See Attached Additional Service Locations Addendum(s)

Billing Information Same As Above

Bill to Company City of Quincy
 Address 404 West Jefferson St
 City, State, Zip Quincy FL 32351

Billing Contact Name on file
 Phone on file

Quantity Ordered	Description of Services / Equipment	Term	Monthly Recurring Charge		Non-Recurring Charge	
			Unit	Total	Unit	Total
6	Office Packages	36 months	\$42.95	\$257.70		
1	ATA office	36 months	\$42.95	\$42.95		
1	ATA Basic	36 months	\$7.95	\$7.95		
1	3MEG Ethernet Service	36 months	\$199.00	\$199.00		
1	24 Port sw	36 months	\$25.00	\$25.00		
1	Static IP	mo-mo	\$5.00	\$5.00		
2	ATA Service	mo-mo	\$1.50	\$3.00		
2	Block of DID numbers	mo-mo	\$5.00	\$10.00		
2	Custom Call Routing	mo-mo	\$1.50	\$3.00		
1	Renewal Credit	36 months	(\$35.00)	(\$35.00)		

- XData, XData Pack, managedIP SIP, PRI and Essentials locations must have a **minimum of ____ lines**. ManagedIP locations must have a **minimum of 4 Premium or Office stations** in any combination. Customers with 4 to 6 stations are required to have all Premium packages assigned to Polycorn phones. If a location falls below the minimum requirement, the service will be canceled and cancellation charges will apply.
- FCC/911/USF/Federal and State taxes, Administrative Fee and Additional Directory Listing charges* apply and are not included in the Totals below. Local usage charges apply if applicable.
- If Customer chooses TDS as its long distance provider, TDS will block international calling unless specifically identified in the Description of Services/Equipment section of this Agreement.

Customer Initials: _____ Date: _____ *Total: **\$518.60** *Total: **\$0.00**

1. **Agreement.** This Telecommunications Service Agreement ("Agreement") is between Quincy Telephone Company ("TDS") with its principal office at 107 W. Franklin St., P.O. Box 189 Quincy, FL 32351-0189 and City of Quincy Fire Department with its office at 95 Corporate Court, Quincy FL 32351 ("Customer").

The Customer hereby agrees to purchase from TDS and TDS agrees to sell the Services ("Services") identified in this Agreement or any future Amendments agreed to by the parties pursuant to the terms and conditions set forth herein. Amendments are included herein by reference as integral parts of this Agreement. If Customer wishes to change the Services or add additional Services, Customer and TDS shall execute an Amendment describing such changes or additions. Unless specifically set forth on any Amendment, if the terms of any documents incorporated by reference are inconsistent with this Agreement, the terms of this Agreement will control. Customer agrees that the TDS Internet Services Terms of Service, Internet Network Management, Privacy Policy, and Acceptable Use Policy [together referred to as the "TDS Internet Terms of Service"] as stated on www.tdsbusiness.com will apply to any internet Services provided under this Agreement. The TDS Internet Terms of Service are included herein by reference as integral parts of this Agreement. Further, Customer also agrees to accept the Google Terms of Service if Customer chooses to use TDS-provided email service. Customer acknowledges certain duties and obligations of TDS under this Agreement may be performed by certain affiliates of TDS.

2. **Service Installation; Customer Requirements and Responsibilities.** TDS shall only be responsible for bringing the lines ordered by Customer to the Customer designated demarcation point at Customer's premises where TDS equipment terminates. In no event shall TDS be responsible for connecting, installing or wiring past the demarcation point. Customer agrees and acknowledges that it shall be Customer's sole responsibility to provide and arrange for all necessary wiring and equipment required to extend dial tone including phone system programming and any other related wiring or work required to implement the Services. At the time of service installation and during maintenance and repair, Customer agrees to provide at no charge, access to any equipment, a telephone, a safe working environment and adequate storage space for a reasonable quantity of replacement parts, electrical power to operate the Services and adequate space in Customer's premises to house any equipment used in connection with provision of the Services, and shall take all other actions reasonably required for the performance of Services by TDS under this Agreement. TDS is not responsible for any long distance charges associated with the use of dial-up Internet services. Customer is responsible for the security of all passwords, equipment or systems that allow access to the Services provided by TDS. Customer acknowledges that they are responsible for actions on their account performed by others who have acquired Customer's passwords or access to Customer's equipment or systems with or without Customer's knowledge and Customer agrees to pay any charges that are incurred regardless of any claim the Customer may have against third parties based on unauthorized access to Customer's passwords, equipment or systems. Customer is also responsible for providing to TDS accurate, specific address and location information for all TDS telephone numbers provided (including any and all changes to such information) so that 911 calls can be properly directed to the appropriate PSAP (public safety answering point). If Customer moves the location of its voice service without the approval of TDS, then 911 calls may not transmit any information, or may otherwise send incorrect address information and/or be directed to the incorrect emergency services provider, which may result in a delay or failure of emergency services being dispatched to Customer's location.

3. **Billing.** Compensation to be paid by Customer to TDS for Services provided under this Agreement shall be established at the rate and terms provided in this Agreement and by local tariff, where applicable. The Customer agrees to pay TDS the contract commitment amount set forth on page 1 of this Agreement. All invoices are due within 30 days from date of invoice. If allowed under applicable tariff, a late charge of 1-1/2% per month, or the highest permissible amount chargeable by law, whichever is less, may be charged on any unpaid balance owed to TDS which remains unpaid for 30 days or more after the date of the invoice. In the event that any action taken by any legislative, judicial or regulatory body, or any underlying services provider that TDS utilizes to deliver the Services, directly or indirectly causes a reduction in revenue or an increase in expenses with respect to the provision of the Services, TDS shall have the right to increase the amount of Recurring Charges set forth in this Agreement upon 30 days notice. Customer shall have the right to terminate this Agreement within 30 days of notice of the change in such Recurring Charges. Customer agrees that any unlimited service is being provided based on reasonable usage, and that use of the service for auto dialers, long distance dialup access to the Internet or other information services, call centers, certain switching applications or other high volume calling applications is not permitted and will entitle TDS to terminate the Service upon written notice of the violation. TDS reserves the right to monitor Customer's usage to determine compliance with these limitations. Bundled prices represented on this Agreement may be billed separately on Customer's bill. The separate pricing may not be used with any other product or bundled products. It is the Customer's responsibility to review the monthly invoices for accurate representation of charges. Disputes concerning the accuracy of any invoice that has been paid must be brought in writing within three (3) months of the due date of the invoice.

4. **Warranty.** TDS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT WITH RESPECT TO THE FOREGOING WARRANTY, TDS IS PROVIDING ALL SERVICES TO THE CUSTOMER "AS IS" AND TDS MAKES NO WARRANTY AS TO THE CONTINUOUS OPERATION OF THE SERVICE OR ANY SPECIFIC FEATURE OF THE SERVICE. ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE ARE DISCLAIMED. TDS DOES NOT WARRANT THAT THE SERVICES OR RELATED PRODUCTS WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO YOUR COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES ON ANY OF THEM. CONNECTIONS (SYNC-RATES) ARE RATE ADAPTIVE AND MAY BE LOWER DUE TO THE LENGTH AND CONDITION OF THE LINE. ACTUAL THROUGHPUT MAY BE LOWER DUE TO INTERNET CONGESTION, NETWORK UTILIZATION, PROTOCOL OVERHEADS OR OTHER FACTORS, WHICH CAN NOT BE CONTROLLED BY TDS. IN THE EVENT OF A POWER OUTAGE AT CUSTOMER'S LOCATION OR IF CUSTOMER'S BROADBAND SERVICE IS DOWN, SERVICES THAT ARE NOT LINE-POWERED (SUCH AS managedIP) WILL NOT OPERATE AND CUSTOMER WILL NOT HAVE ACCESS TO EMERGENCY SERVICES SUCH AS 911.

5. Limitation of Liability. TDS SHALL NOT BE LIABLE IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF THE USE OF THE SERVICE, LOSS OF DATA, CUSTOMER'S INABILITY TO USE THE SERVICE, INTERRUPTIONS OR CLAIMS BY THIRD PARTIES. THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR DISPUTES RELATED TO THE ACCURACY OF INVOICES, THE MAXIMUM CREDIT OR REFUND A CUSTOMER MAY RECEIVE SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TDS OVER THE MOST RECENT THREE MONTH PERIOD FOR THE SPECIFIC SERVICES IN DISPUTE; FOR ALL OTHER CLAIMS TDS LIMITS LIABILITY RELATED TO THE PROVISION OF SERVICES TO THE AMOUNT PAID BY CUSTOMER IN THE PREVIOUS TWELVE (12) MONTHS FOR SERVICES GIVING RISE TO, OR WHICH ARE THE SUBJECT OF, THE CLAIM WHETHER SUCH CLAIM ALLEGES BREACH OF CONTRACT, OR TORTIOUS CONDUCT INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR ANY OTHER THEORY. TDS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER FOR ANY OMISSION OR ERROR WITH RESPECT TO CUSTOMER'S TELEPHONE DIRECTORY LISTINGS.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE PROVISION OF SERVICES OR ITS PERFORMANCE MAY BE BROUGHT BY CUSTOMER MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.

6. Insecurity of the Internet. CONNECTION TO THE INTERNET CREATES INSECURITY. Security and disruption problems are inherent in the Internet. The very openness of the Internet creates risks that the Internet is insecure, and vulnerable to both intentional and unintentional disruption. Security breaches can occur for technical and other reasons, and, despite the implementation of security measures, we cannot guarantee that our networks are not vulnerable to unauthorized and illegal access, computer viruses and other disruptive problems. Our ability to provide our services depends in part on the reliability of the Internet and the networks of our partners, and our services can also be negatively affected by limitations inherent in the technology infrastructure supporting the Internet and the internal networks of Internet users. Customer must provide adequate information security for their own networks by using appropriately complex passwords, firewalls, and updated anti-virus and anti-spyware software.

7. Default. An event of default ("Event of Default") shall occur upon the occurrence of all or any one of the following events: (a) the Customer does not pay when due any invoice; (b) the Customer ceases doing business as a going concern; (c) the Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (d) the Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or the Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (e) the Customer shall default in the performance of any of its obligations to TDS or any assignee arising under this Agreement, or any other agreement between the Customer and TDS and such default is not cured within 30 days of TDS providing notice of same, unless prohibited by relevant federal, state or local law.

8. Remedies. Upon the occurrence of an Event of Default, unless prohibited by relevant federal, state or local law, TDS may, at its option and without notice or demand, exercise all or any one or more of the following remedies: (a) declare immediately due and payable all invoices and all other sums due, including termination charges, or to become due hereunder or under any other agreement between the Customer and TDS; (b) terminate all of its obligations arising under this Agreement, and any other agreement between Customer and TDS; (c) enter the premises where any of TDS' equipment is located and repossess all or any part of the equipment; (d) offset any amounts due TDS under this Agreement against any amounts TDS or any of its affiliates owes the Customer (or the Customer's affiliates) under any other agreement; or (e) exercise all other legal and equitable remedies which TDS may have. The foregoing remedies shall be deemed cumulative and may be exercised successively or concurrently as permitted by law.

9. Interruption of Services. For any interruption of Service that is not due to negligence or non-compliance with any term or condition of this Agreement by Customer or the failure of operation or malfunction of facilities, power or equipment provided by the Customer, Customer will be entitled to a credit against the monthly Recurring Charge for such Service. Service will be deemed to be interrupted from the time TDS receives notice from Customer that the Service is not working until the time the Service is working. Unless provided otherwise by law or tariff, credits shall be calculated on the basis of a 30-day month and shall be credited upon Customer request against the monthly Recurring Charge for such Service as follows:

- First 30 minutes: none
- 30 minutes to 3 hours: 1/10 day
- Each additional 3 hour period (or fraction thereof): 1/5 day

If the duration of the outage is more than 24 hours, then the credit shall be the daily pro-rated amount of the Customer's monthly Recurring Charge for the applicable Service for each day thereafter, in an aggregate amount not to exceed the monthly Recurring Charge for such Service. Credits under this provision shall be the Customer's sole remedy and TDS' sole liability for any Service outage.

10. Support. The following outlines TDS support boundaries and procedures for TDS Internet connectivity and access.

10.1 Warranty. Internet access equipment and/or Polycom[®] telephone sets purchased or leased from TDS is fully supported per the manufacturer's warranty period (individual manufacturer's warranties vary; check specific manufacturer for the warranty period). Extended warranty support programs may be available through TDS. Equipment leased or purchased from third party vendors, including vendors recommended by, are *not* supported by TDS.

10.2 Boundaries.

10.2.1 Purchased Equipment from TDS – The boundary is the Ethernet port on the router. Please note that the inside wiring between the Network Interface Device (NID) and the equipment is not supported.

10.2.2 Customer Provided Equipment – The boundary is the Network Interface Device (NID). When TDS is able to verify circuit integrity the support boundary is met.

10.2.3 NOTE: Firewalls, Virtual Private Networks (VPN) and network management are beyond the support boundaries provided by TDS for dedicated Internet services.

10.3 Activation.

10.3.1 Equipment Purchased from TDS – Customer is responsible for the configuration of equipment purchased from TDS.

10.3.2 Customer Provided Equipment – Configuration and installation of equipment not purchased or leased from TDS is the Customer's responsibility. TDS will provide the Customer with a list of relevant IP addresses for use in the configuration of the Customer's equipment. However, it is the Customer's responsibility to configure the equipment.

10.3.3 Limits – Activation is limited according to the boundaries listed in section 10.3.1 and 10.3.2 above.

10.4 Help Desk. Technical support is available **only through the TDS Help Desk.**

10.5 Unsupported Routers. Routers not purchased through TDS are unsupported. **TDS will not provide support services for unsupported routers.**

11. Term and Termination.

11.1 TDS will provide Customer with the Services pursuant to the rates, terms and conditions specified herein, commencing on the latter of the requested service date or the day following the date in which TDS notifies Customer that the Service is ready for use ("Service Commencement Date"). At the expiration of any Service Term, this Agreement shall continue in effect with respect to the Service on a month-to-month basis until canceled by either party on 30 days written notice; provided, however that the charges for the Service during any renewal period shall be at the then-current monthly rate charged by TDS for such Service. Unless specifically exempted, Services shall be subject to all general regulations applicable to the provision of Service and rates charged for such Service by TDS and stated in its general tariff including late payment charges, termination charges, and related expenses. Upon any termination of the Services herein, Customer shall return all TDS-owned equipment in good working condition to TDS, or Customer will be responsible for the full cost of the equipment. Customer is responsible for any damage to equipment provided by TDS.

11.2 Customers who terminate their Service prior to the expiration of the Term shall be liable for the repayment of any promotional credits, discounts or fee waivers including but not limited to installation fee waivers and for reimbursement of any special construction or non-recurring charges for Services or related facilities requested by Customer. Unless otherwise set forth under applicable tariff, if Customer terminates Service prior to expiration of the Term, Customer shall pay an early termination fee equal to: (a) the difference between the amount billed had the Customer been billed at the rate applicable under an agreement which had a term equal to the term between the effective date of this Agreement and the termination date; plus (b) the full purchase price of any equipment as shown above, minus the amounts already paid on a per month basis up to the date of termination. In addition, specifically with regard to Call Recording Services, Customer shall pay an early termination fee equal to 50% of the contracted monthly recurring charges for such Call Recording Services for each month remaining on the initial term. If there is a partial cancellation, any volume discounts going forward will be applied based only on the remaining volume. Either party may cancel this Agreement without liability in the event TDS is prohibited from providing service or if any material rate or term contained herein is substantially changed by final order of a court, administrative agency, or other body of competent jurisdiction. Termination charges will not apply if the Customer replaces the Service with a new contract with a term equal to or greater than the original term with a minimum commitment equal to at least 75% of the original commitment level under this Agreement. Each Service designation is deemed a separate service and cancellation of any single service shall not affect the other services ordered by Customer in this Agreement. Customer agrees that the forgoing early termination fees are fair and reasonable and that TDS's provision of the Services would not be commercially viable but for these Customer commitments.

11.3 This Agreement shall remain effective until terminated in accordance with the provisions set forth herein.

12. Subsequent Additions/Deletions. For each new product or service added to this Agreement after a 60-day grace period, installation charges will apply. Installation charges for advanced business products will be quoted at the time of request on an individual case basis. Subsequent feature deletions, after a 60-day grace period, will be assessed a service order charge per account. Any preferred customer discounts, volume discounts or promotional discounts are subject to change if Customer deletes services from the original service agreement. Any adjustments in special discounts will be quoted at the time of the request on an individual case basis.

13. Special Construction. Where facilities are not available or if equipment, new facilities or changes to existing facilities are required for the provision of additional services, a special construction charge will apply in addition to the monthly service charge. Customer may be required to pay additional charges or to contract for Services beyond the normal service term, or both.

14. Insurance. Each party shall maintain Commercial Workers' Compensation Insurance as required by law and Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence covering personal injury and property damage.

15. MISCELLANEOUS.

15.1 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State where the Services are performed (without giving effect to conflicts of law).

15.2 ATTORNEY'S FEES AND COSTS: In any action by a party to enforce its rights hereunder, the non-prevailing party shall pay the prevailing party's cost and expenses (including reasonable attorney's fees).

15.3 **EXTRAORDINARY CIRCUMSTANCES:** TDS shall not be liable for any failure to perform its obligations under this Agreement to the extent such failure is due to "Force Majeure". Force Majeure includes, but is not limited to, acts of God, strike, lockout or other interference with work, war, declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, network or other telecommunications failures, including suppliers, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses and any other cause whether of the kind specified above or otherwise which is not reasonably within the control of TDS.

15.4 **ENTIRE AGREEMENT:** This Agreement, and any Amendments, Addenda, and Statements of Work, together with any applicable tariffs, shall constitute the entire Agreement between Customer and TDS notwithstanding inconsistent or additional terms and conditions in Customer's purchase orders or other documents submitted to TDS. Any and all representations, promises, warranties or statements by TDS's agent(s) that differ in any way from the terms and conditions of this Agreement shall have no force or effect. This Agreement shall at all times be subject to such modifications as a PSC/PUC and/or the FCC may, from time to time, require under their respective jurisdictions and otherwise, this Agreement may be amended only by a written instrument executed by both parties.

15.5 **CUSTOMER REPRESENTATIONS:** The Customer represents that the person signing this Agreement on behalf of the Customer is a duly authorized representative of the Customer and has the authority to execute this Agreement on the Customer's behalf.

15.6 **SEVERABILITY AND SURVIVAL OF TERMS:** Any term or condition of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating any of the remaining terms or conditions of the Agreement. The following provisions shall survive any termination or expiration of this Agreement: Disclaimer of Warranties (in Section 4), Limitation of Liability (Section 5) and the Miscellaneous provisions (Section 15).

15.7 **ASSIGNMENT:** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that TDS may assign this Agreement, or any of its rights or obligations hereunder in the event of any corporate reorganization, or to any subsidiary or affiliate, any purchaser of all or substantially all of the assets of TDS, or any entity with which or into which TDS may merge or consolidate, without the consent of Customer upon written notice to Customer.

15.8 **TAXES:** In addition to the payments required hereunder, Customer shall pay all sales, use, transfer and other taxes whether federal, state or local, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement excluding, however, any income taxes on fees paid to TDS by Customer.

15.9 **WAIVER:** A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

15.10 **ELECTRONIC DOCUMENTS:** TDS hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. TDS may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

- If switching to TDS Long Distance, Customer is responsible for cancellation of current long distance carrier service.
Customer initials _____
- If switching to TDS provided data service, Customer is responsible for cancellation of current data service.
Customer initials _____

Authorization:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

City of Quincy Fire Department _____ Customer Name	TDS _____
By: _____ Signature – Authorized Representative	By: _____ Signature – Authorized Representative
_____ Print Name	Roger Tyo _____ Print Name
_____ Title	Strategic Account Manager _____ Title
_____ Date	_____ Date



Telecommunications Service Agreement

Customer Information - Service Address

Ordered By / Title Christopher Jordan
 Business Name City of Quincy Fire Department
 Street 20 North Stewart St
 City, State, Zip Quincy FL 32351

Main Yellow Pages Heading on file _____
 Phone: on file
 Email: on file

Multiple Locations: YES See Attached Additional Service Locations Addendum(s)

Billing Information Same As Above

Bill to Company City of Quincy
 Address 404 West Jefferson St
 City, State, Zip Quincy FL 32351

Billing Contact Name on file
 Phone on file

Quantity Ordered	Description of Services / Equipment	Term	Monthly Recurring Charge		Non-Recurring Charge	
			Unit	Total	Unit	Total
8	Office Packages	12 months	\$45.95	\$367.60		
1	1 Premium Package	12 months	\$49.95	\$49.95		
1	ATA Basic	12 months	\$10.95	\$10.95		
1	3MEG Ethernet Service	12 months	\$249.00	\$249.00		
1	24 Port sw	12 months	\$25.00	\$25.00		
1	Static IP	mo-mo	\$5.00	\$5.00		
1	ATA Service	mo-mo	\$1.50	\$1.50		
2	Block of DID numbers	mo-mo	\$5.00	\$10.00		
3	Custom Call Routing	mo-mo	\$1.50	\$4.50		

- XData, XData Pack, managedIP SIP, PRI and Essentials locations must have a minimum of _____ lines. ManagedIP locations must have a minimum of 4 Premium or Office stations in any combination. Customers with 4 to 6 stations are required to have all Premium packages assigned to Polycom phones. If a location falls below the minimum requirement, the service will be canceled and cancellation charges will apply.
- FCC/911/USF/Federal and State taxes, Administrative Fee and Additional Directory Listing charges* apply and are not included in the Totals below. Local usage charges apply if applicable.
- If Customer chooses TDS as its long distance provider, TDS will block international calling unless specifically identified in the Description of Services/Equipment section of this Agreement.

Customer Initials: _____ Date: _____ *Total: **\$723.50** *Total: **\$0.00**

1. **Agreement.** This Telecommunications Service Agreement (“Agreement”) is between Quincy Telephone Company (“TDS”) with its principal office at 107 W. Franklin St., P.O. Box 189 Quincy, FL 32351-0189 and City of Quincy Fire Department with its office at 20 North Stewart St., Quincy FL 32351 (“Customer”).

The Customer hereby agrees to purchase from TDS and TDS agrees to sell the Services (“Services”) identified in this Agreement or any future Amendments agreed to by the parties pursuant to the terms and conditions set forth herein. Amendments are included herein by reference as integral parts of this Agreement. If Customer wishes to change the Services or add additional Services, Customer and TDS shall execute an Amendment describing such changes or additions. Unless specifically set forth on any Amendment, if the terms of any documents incorporated by reference are inconsistent with this Agreement, the terms of this Agreement will control. Customer agrees that the TDS Internet Services Terms of Service, Internet Network Management, Privacy Policy, and Acceptable Use Policy [together referred to as the “TDS Internet Terms of Service”] as stated on www.tdsbusiness.com will apply to any internet Services provided under this Agreement. The TDS Internet Terms of Service are included herein by reference as integral parts of this Agreement. Further, Customer also agrees to accept the Google Terms of Service if Customer chooses to use TDS-provided email service. Customer acknowledges certain duties and obligations of TDS under this Agreement may be performed by certain affiliates of TDS.

2. **Service Installation; Customer Requirements and Responsibilities.** TDS shall only be responsible for bringing the lines ordered by Customer to the Customer designated demarcation point at Customer’s premises where TDS equipment terminates. In no event shall TDS be responsible for connecting, installing or wiring past the demarcation point. Customer agrees and acknowledges that it shall be Customer’s sole responsibility to provide and arrange for all necessary wiring and equipment required to extend dial tone including phone system programming and any other related wiring or work required to implement the Services. At the time of service installation and during maintenance and repair, Customer agrees to provide at no charge, access to any equipment, a telephone, a safe working environment and adequate storage space for a reasonable quantity of replacement parts, electrical power to operate the Services and adequate space in Customer’s premises to house any equipment used in connection with provision of the Services, and shall take all other actions reasonably required for the performance of Services by TDS under this Agreement. TDS is not responsible for any long distance charges associated with the use of dial-up Internet services. Customer is responsible for the security of all passwords, equipment or systems that allow access to the Services provided by TDS. Customer acknowledges that they are responsible for actions on their account performed by others who have acquired Customer’s passwords or access to Customer’s equipment or systems with or without Customer’s knowledge and Customer agrees to pay any charges that are incurred regardless of any claim the Customer may have against third parties based on unauthorized access to Customer’s passwords, equipment or systems. Customer is also responsible for providing to TDS accurate, specific address and location information for all TDS telephone numbers provided (including any and all changes to such information) so that 911 calls can be properly directed to the appropriate PSAP (public safety answering point). If Customer moves the location of its voice service without the approval of TDS, then 911 calls may not transmit any information, or may otherwise send incorrect address information and/or be directed to the incorrect emergency services provider, which may result in a delay or failure of emergency services being dispatched to Customer’s location.

3. **Billing.** Compensation to be paid by Customer to TDS for Services provided under this Agreement shall be established at the rate and terms provided in this Agreement and by local tariff, where applicable. The Customer agrees to pay TDS the contract commitment amount set forth on page 1 of this Agreement. All invoices are due within 30 days from date of invoice. If allowed under applicable tariff, a late charge of 1-1/2% per month, or the highest permissible amount chargeable by law, whichever is less, may be charged on any unpaid balance owed to TDS which remains unpaid for 30 days or more after the date of the invoice. In the event that any action taken by any legislative, judicial or regulatory body, or any underlying services provider that TDS utilizes to deliver the Services, directly or indirectly causes a reduction in revenue or an increase in expenses with respect to the provision of the Services, TDS shall have the right to increase the amount of Recurring Charges set forth in this Agreement upon 30 days notice. Customer shall have the right to terminate this Agreement within 30 days of notice of the change in such Recurring Charges. Customer agrees that any unlimited service is being provided based on reasonable usage, and that use of the service for auto dialers, long distance dialup access to the Internet or other information services, call centers, certain switching applications or other high volume calling applications is not permitted and will entitle TDS to terminate the Service upon written notice of the violation. TDS reserves the right to monitor Customer’s usage to determine compliance with these limitations. Bundled prices represented on this Agreement may be billed separately on Customer’s bill. The separate pricing may not be used with any other product or bundled products. It is the Customer’s responsibility to review the monthly invoices for accurate representation of charges. Disputes concerning the accuracy of any invoice that has been paid must be brought in writing within three (3) months of the due date of the invoice.

4. **Warranty.** TDS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT WITH RESPECT TO THE FOREGOING WARRANTY, TDS IS PROVIDING ALL SERVICES TO THE CUSTOMER “AS IS” AND TDS MAKES NO WARRANTY AS TO THE CONTINUOUS OPERATION OF THE SERVICE OR ANY SPECIFIC FEATURE OF THE SERVICE. ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE ARE DISCLAIMED. TDS DOES NOT WARRANT THAT THE SERVICES OR RELATED PRODUCTS WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO YOUR COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES ON ANY OF THEM. CONNECTIONS (SYNC-RATES) ARE RATE ADAPTIVE AND MAY BE LOWER DUE TO THE LENGTH AND CONDITION OF THE LINE. ACTUAL THROUGHPUT MAY BE LOWER DUE TO INTERNET CONGESTION, NETWORK UTILIZATION, PROTOCOL OVERHEADS OR OTHER FACTORS, WHICH CAN NOT BE CONTROLLED BY TDS. IN THE EVENT OF A POWER OUTAGE AT CUSTOMER’S LOCATION OR IF CUSTOMER’S BROADBAND SERVICE IS DOWN, SERVICES THAT ARE NOT LINE-POWERED (SUCH AS managedIP) WILL NOT OPERATE AND CUSTOMER WILL NOT HAVE ACCESS TO EMERGENCY SERVICES SUCH AS 911.

5. Limitation of Liability. TDS SHALL NOT BE LIABLE IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF THE USE OF THE SERVICE, LOSS OF DATA, CUSTOMER'S INABILITY TO USE THE SERVICE, INTERRUPTIONS OR CLAIMS BY THIRD PARTIES. THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR DISPUTES RELATED TO THE ACCURACY OF INVOICES, THE MAXIMUM CREDIT OR REFUND A CUSTOMER MAY RECEIVE SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TDS OVER THE MOST RECENT THREE MONTH PERIOD FOR THE SPECIFIC SERVICES IN DISPUTE; FOR ALL OTHER CLAIMS TDS LIMITS LIABILITY RELATED TO THE PROVISION OF SERVICES TO THE AMOUNT PAID BY CUSTOMER IN THE PREVIOUS TWELVE (12) MONTHS FOR SERVICES GIVING RISE TO, OR WHICH ARE THE SUBJECT OF, THE CLAIM WHETHER SUCH CLAIM ALLEGES BREACH OF CONTRACT, OR TORTIOUS CONDUCT INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR ANY OTHER THEORY. TDS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER FOR ANY OMISSION OR ERROR WITH RESPECT TO CUSTOMER'S TELEPHONE DIRECTORY LISTINGS.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE PROVISION OF SERVICES OR ITS PERFORMANCE MAY BE BROUGHT BY CUSTOMER MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.

6. Insecurity of the Internet. CONNECTION TO THE INTERNET CREATES INSECURITY. Security and disruption problems are inherent in the Internet. The very openness of the Internet creates risks that the Internet is insecure, and vulnerable to both intentional and unintentional disruption. Security breaches can occur for technical and other reasons, and, despite the implementation of security measures, we cannot guarantee that our networks are not vulnerable to unauthorized and illegal access, computer viruses and other disruptive problems. Our ability to provide our services depends in part on the reliability of the Internet and the networks of our partners, and our services can also be negatively affected by limitations inherent in the technology infrastructure supporting the Internet and the internal networks of Internet users. Customer must provide adequate information security for their own networks by using appropriately complex passwords, firewalls, and updated anti-virus and anti-spyware software.

7. Default. An event of default ("Event of Default") shall occur upon the occurrence of all or any one of the following events: (a) the Customer does not pay when due any invoice; (b) the Customer ceases doing business as a going concern; (c) the Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (d) the Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or the Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (e) the Customer shall default in the performance of any of its obligations to TDS or any assignee arising under this Agreement, or any other agreement between the Customer and TDS and such default is not cured within 30 days of TDS providing notice of same, unless prohibited by relevant federal, state or local law.

8. Remedies. Upon the occurrence of an Event of Default, unless prohibited by relevant federal, state or local law, TDS may, at its option and without notice or demand, exercise all or any one or more of the following remedies: (a) declare immediately due and payable all invoices and all other sums due, including termination charges, or to become due hereunder or under any other agreement between the Customer and TDS; (b) terminate all of its obligations arising under this Agreement, and any other agreement between Customer and TDS; (c) enter the premises where any of TDS' equipment is located and repossess all or any part of the equipment; (d) offset any amounts due TDS under this Agreement against any amounts TDS or any of its affiliates owes the Customer (or the Customer's affiliates) under any other agreement; or (e) exercise all other legal and equitable remedies which TDS may have. The foregoing remedies shall be deemed cumulative and may be exercised successively or concurrently as permitted by law.

9. Interruption of Services. For any interruption of Service that is not due to negligence or non-compliance with any term or condition of this Agreement by Customer or the failure of operation or malfunction of facilities, power or equipment provided by the Customer, Customer will be entitled to a credit against the monthly Recurring Charge for such Service. Service will be deemed to be interrupted from the time TDS receives notice from Customer that the Service is not working until the time the Service is working. Unless provided otherwise by law or tariff, credits shall be calculated on the basis of a 30-day month and shall be credited upon Customer request against the monthly Recurring Charge for such Service as follows:

- First 30 minutes: none
- 30 minutes to 3 hours: 1/10 day
- Each additional 3 hour period (or fraction thereof): 1/5 day

If the duration of the outage is more than 24 hours, then the credit shall be the daily pro-rated amount of the Customer's monthly Recurring Charge for the applicable Service for each day thereafter, in an aggregate amount not to exceed the monthly Recurring Charge for such Service. Credits under this provision shall be the Customer's sole remedy and TDS' sole liability for any Service outage.

10. Support. The following outlines TDS support boundaries and procedures for TDS Internet connectivity and access.

10.1 Warranty. Internet access equipment and/or Polycom® telephone sets purchased or leased from TDS is fully supported per the manufacturer's warranty period (individual manufacturer's warranties vary; check specific manufacturer for the warranty period). Extended warranty support programs may be available through TDS. Equipment leased or purchased from third party vendors, including vendors recommended by, are *not* supported by TDS.

10.2 Boundaries.

10.2.1 Purchased Equipment from TDS – The boundary is the Ethernet port on the router. Please note that the inside wiring between the Network Interface Device (NID) and the equipment is not supported.

10.2.2 Customer Provided Equipment – The boundary is the Network Interface Device (NID). When TDS is able to verify circuit integrity the support boundary is met.

10.2.3 NOTE: Firewalls, Virtual Private Networks (VPN) and network management are beyond the support boundaries provided by TDS for dedicated Internet services.

10.3 **Activation.**

10.3.1 Equipment Purchased from TDS – Customer is responsible for the configuration of equipment purchased from TDS.

10.3.2 Customer Provided Equipment – Configuration and installation of equipment not purchased or leased from TDS is the Customer's responsibility. TDS will provide the Customer with a list of relevant IP addresses for use in the configuration of the Customer's equipment. However, it is the Customer's responsibility to configure the equipment.

10.3.3 Limits – Activation is limited according to the boundaries listed in section 10.3.1 and 10.3.2 above.

10.4 **Help Desk.** Technical support is available **only through the TDS Help Desk.**

10.5 **Unsupported Routers.** Routers not purchased through TDS are unsupported. **TDS will not provide support services for unsupported routers.**

11. **Term and Termination.**

11.1 TDS will provide Customer with the Services pursuant to the rates, terms and conditions specified herein, commencing on the latter of the requested service date or the day following the date in which TDS notifies Customer that the Service is ready for use ("Service Commencement Date"). At the expiration of any Service Term, this Agreement shall continue in effect with respect to the Service on a month-to-month basis until canceled by either party on 30 days written notice; provided, however that the charges for the Service during any renewal period shall be at the then-current monthly rate charged by TDS for such Service. Unless specifically exempted, Services shall be subject to all general regulations applicable to the provision of Service and rates charged for such Service by TDS and stated in its general tariff including late payment charges, termination charges, and related expenses. Upon any termination of the Services herein, Customer shall return all TDS-owned equipment in good working condition to TDS, or Customer will be responsible for the full cost of the equipment. Customer is responsible for any damage to equipment provided by TDS.

11.2 Customers who terminate their Service prior to the expiration of the Term shall be liable for the repayment of any promotional credits, discounts or fee waivers including but not limited to installation fee waivers and for reimbursement of any special construction or non-recurring charges for Services or related facilities requested by Customer. Unless otherwise set forth under applicable tariff, if Customer terminates Service prior to expiration of the Term, Customer shall pay an early termination fee equal to: (a) the difference between the amount billed had the Customer been billed at the rate applicable under an agreement which had a term equal to the term between the effective date of this Agreement and the termination date; plus (b) the full purchase price of any equipment as shown above, minus the amounts already paid on a per month basis up to the date of termination. In addition, specifically with regard to Call Recording Services, Customer shall pay an early termination fee equal to 50% of the contracted monthly recurring charges for such Call Recording Services for each month remaining on the initial term. If there is a partial cancellation, any volume discounts going forward will be applied based only on the remaining volume. Either party may cancel this Agreement without liability in the event TDS is prohibited from providing service or if any material rate or term contained herein is substantially changed by final order of a court, administrative agency, or other body of competent jurisdiction. Termination charges will not apply if the Customer replaces the Service with a new contract with a term equal to or greater than the original term with a minimum commitment equal to at least 75% of the original commitment level under this Agreement. Each Service designation is deemed a separate service and cancellation of any single service shall not affect the other services ordered by Customer in this Agreement. Customer agrees that the forgoing early termination fees are fair and reasonable and that TDS's provision of the Services would not be commercially viable but for these Customer commitments.

11.3 This Agreement shall remain effective until terminated in accordance with the provisions set forth herein.

12. **Subsequent Additions/Deletions.** For each new product or service added to this Agreement after a 60-day grace period, installation charges will apply. Installation charges for advanced business products will be quoted at the time of request on an individual case basis. Subsequent feature deletions, after a 60-day grace period, will be assessed a service order charge per account. Any preferred customer discounts, volume discounts or promotional discounts are subject to change if Customer deletes services from the original service agreement. Any adjustments in special discounts will be quoted at the time of the request on an individual case basis.

13. **Special Construction.** Where facilities are not available or if equipment, new facilities or changes to existing facilities are required for the provision of additional services, a special construction charge will apply in addition to the monthly service charge. Customer may be required to pay additional charges or to contract for Services beyond the normal service term, or both.

14. **Insurance.** Each party shall maintain Commercial Workers' Compensation Insurance as required by law and Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence covering personal injury and property damage.

15. **MISCELLANEOUS.**

15.1 **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State where the Services are performed (without giving effect to conflicts of law).

15.2 **ATTORNEY'S FEES AND COSTS:** In any action by a party to enforce its rights hereunder, the non-prevailing party shall pay the prevailing party's cost and expenses (including reasonable attorney's fees).

15.3 **EXTRAORDINARY CIRCUMSTANCES:** TDS shall not be liable for any failure to perform its obligations under this Agreement to the extent such failure is due to "Force-Majeure". Force-Majeure includes, but is not limited to, acts of God, strike, lockout or other interference with work, war, declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, network or other telecommunications failures, including suppliers, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses and any other cause whether of the kind specified above or otherwise which is not reasonably within the control of TDS.

15.4 **ENTIRE AGREEMENT:** This Agreement, and any Amendments, Addenda, and Statements of Work, together with any applicable tariffs, shall constitute the entire Agreement between Customer and TDS notwithstanding inconsistent or additional terms and conditions in Customer's purchase orders or other documents submitted to TDS. Any and all representations, promises, warranties or statements by TDS's agent(s) that differ in any way from the terms and conditions of this Agreement shall have no force or effect. This Agreement shall at all times be subject to such modifications as a PSC/PUC and/or the FCC may, from time to time, require under their respective jurisdictions and otherwise, this Agreement may be amended only by a written instrument executed by both parties.

15.5 **CUSTOMER REPRESENTATIONS:** The Customer represents that the person signing this Agreement on behalf of the Customer is a duly authorized representative of the Customer and has the authority to execute this Agreement on the Customer's behalf.

15.6 **SEVERABILITY AND SURVIVAL OF TERMS:** Any term or condition of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating any of the remaining terms or conditions of the Agreement. The following provisions shall survive any termination or expiration of this Agreement: Disclaimer of Warranties (in Section 4), Limitation of Liability (Section 5) and the Miscellaneous provisions (Section 15).

15.7 **ASSIGNMENT:** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that TDS may assign this Agreement, or any of its rights or obligations hereunder in the event of any corporate reorganization, or to any subsidiary or affiliate, any purchaser of all or substantially all of the assets of TDS, or any entity with which or into which TDS may merge or consolidate, without the consent of Customer upon written notice to Customer.

15.8 **TAXES:** In addition to the payments required hereunder, Customer shall pay all sales, use, transfer and other taxes whether federal, state or local, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement excluding, however, any income taxes on fees paid to TDS by Customer.

15.9 **WAIVER:** A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

15.10 **ELECTRONIC DOCUMENTS:** TDS hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. TDS may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

If switching to TDS Long Distance, Customer is responsible for cancellation of current long distance carrier service.
Customer initials _____

If switching to TDS provided data service, Customer is responsible for cancellation of current data service.
Customer initials _____

Authorization:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

City of Quincy Fire Department _____

TDS _____

Customer Name

By: _____

By: _____

Signature - Authorized Representative

Signature - Authorized Representative

Print Name

Roger Tyo

Print Name

Title

Strategic Account Manager

Title

Date

Date

1. **Agreement.** This Telecommunications Service Agreement (“Agreement”) is between Quincy Telephone Company (“TDS”) with its principal office at 107 W. Franklin St., P.O. Box 189 Quincy, FL 32351-0189 and City of Quincy Fire Department with its office at 20 North Stewart St, Quincy FL 32351 (“Customer”).

The Customer hereby agrees to purchase from TDS and TDS agrees to sell the Services (“Services”) identified in this Agreement or any future Amendments agreed to by the parties pursuant to the terms and conditions set forth herein. Amendments are included herein by reference as integral parts of this Agreement. If Customer wishes to change the Services or add additional Services, Customer and TDS shall execute an Amendment describing such changes or additions. Unless specifically set forth on any Amendment, if the terms of any documents incorporated by reference are inconsistent with this Agreement, the terms of this Agreement will control. Customer agrees that the TDS Internet Services Terms of Service, Internet Network Management, Privacy Policy, and Acceptable Use Policy [together referred to as the “TDS Internet Terms of Service”] as stated on www.tdsbusiness.com will apply to any internet Services provided under this Agreement. The TDS Internet Terms of Service are included herein by reference as integral parts of this Agreement. Further, Customer also agrees to accept the Google Terms of Service if Customer chooses to use TDS-provided email service. Customer acknowledges certain duties and obligations of TDS under this Agreement may be performed by certain affiliates of TDS.

2. **Service Installation; Customer Requirements and Responsibilities.** TDS shall only be responsible for bringing the lines ordered by Customer to the Customer designated demarcation point at Customer’s premises where TDS equipment terminates. In no event shall TDS be responsible for connecting, installing or wiring past the demarcation point. Customer agrees and acknowledges that it shall be Customer’s sole responsibility to provide and arrange for all necessary wiring and equipment required to extend dial tone including phone system programming and any other related wiring or work required to implement the Services. At the time of service installation and during maintenance and repair, Customer agrees to provide at no charge, access to any equipment, a telephone, a safe working environment and adequate storage space for a reasonable quantity of replacement parts, electrical power to operate the Services and adequate space in Customer’s premises to house any equipment used in connection with provision of the Services, and shall take all other actions reasonably required for the performance of Services by TDS under this Agreement. TDS is not responsible for any long distance charges associated with the use of dial-up Internet services. Customer is responsible for the security of all passwords, equipment or systems that allow access to the Services provided by TDS. Customer acknowledges that they are responsible for actions on their account performed by others who have acquired Customer’s passwords or access to Customer’s equipment or systems with or without Customer’s knowledge and Customer agrees to pay any charges that are incurred regardless of any claim the Customer may have against third parties based on unauthorized access to Customer’s passwords, equipment or systems. Customer is also responsible for providing to TDS accurate, specific address and location information for all TDS telephone numbers provided (including any and all changes to such information) so that 911 calls can be properly directed to the appropriate PSAP (public safety answering point). If Customer moves the location of its voice service without the approval of TDS, then 911 calls may not transmit any information, or may otherwise send incorrect address information and/or be directed to the incorrect emergency services provider, which may result in a delay or failure of emergency services being dispatched to Customer’s location.

3. **Billing.** Compensation to be paid by Customer to TDS for Services provided under this Agreement shall be established at the rate and terms provided in this Agreement and by local tariff, where applicable. The Customer agrees to pay TDS the contract commitment amount set forth on page 1 of this Agreement. All invoices are due within 30 days from date of invoice. If allowed under applicable tariff, a late charge of 1-1/2% per month, or the highest permissible amount chargeable by law, whichever is less, may be charged on any unpaid balance owed to TDS which remains unpaid for 30 days or more after the date of the invoice. In the event that any action taken by any legislative, judicial or regulatory body, or any underlying services provider that TDS utilizes to deliver the Services, directly or indirectly causes a reduction in revenue or an increase in expenses with respect to the provision of the Services, TDS shall have the right to increase the amount of Recurring Charges set forth in this Agreement upon 30 days notice. Customer shall have the right to terminate this Agreement within 30 days of notice of the change in such Recurring Charges. Customer agrees that any unlimited service is being provided based on reasonable usage, and that use of the service for auto dialers, long distance dialup access to the Internet or other information services, call centers, certain switching applications or other high volume calling applications is not permitted and will entitle TDS to terminate the Service upon written notice of the violation. TDS reserves the right to monitor Customer’s usage to determine compliance with these limitations. Bundled prices represented on this Agreement may be billed separately on Customer’s bill. The separate pricing may not be used with any other product or bundled products. It is the Customer’s responsibility to review the monthly invoices for accurate representation of charges. Disputes concerning the accuracy of any invoice that has been paid must be brought in writing within three (3) months of the due date of the invoice.

4. **Warranty.** TDS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT WITH RESPECT TO THE FOREGOING WARRANTY, TDS IS PROVIDING ALL SERVICES TO THE CUSTOMER “AS IS” AND TDS MAKES NO WARRANTY AS TO THE CONTINUOUS OPERATION OF THE SERVICE OR ANY SPECIFIC FEATURE OF THE SERVICE. ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE ARE DISCLAIMED. TDS DOES NOT WARRANT THAT THE SERVICES OR RELATED PRODUCTS WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO YOUR COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES ON ANY OF THEM. CONNECTIONS (SYNC-RATES) ARE RATE ADAPTIVE AND MAY BE LOWER DUE TO THE LENGTH AND CONDITION OF THE LINE. ACTUAL THROUGHPUT MAY BE LOWER DUE TO INTERNET CONGESTION, NETWORK UTILIZATION, PROTOCOL OVERHEADS OR OTHER FACTORS, WHICH CAN NOT BE CONTROLLED BY TDS. IN THE EVENT OF A POWER OUTAGE AT CUSTOMER’S LOCATION OR IF CUSTOMER’S BROADBAND SERVICE IS DOWN, SERVICES THAT ARE NOT LINE-POWERED (SUCH AS managedIP) WILL NOT OPERATE AND CUSTOMER WILL NOT HAVE ACCESS TO EMERGENCY SERVICES SUCH AS 911.

5. **Limitation of Liability.** TDS SHALL NOT BE LIABLE IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF THE USE OF THE SERVICE, LOSS OF DATA, CUSTOMER'S INABILITY TO USE THE SERVICE, INTERRUPTIONS OR CLAIMS BY THIRD PARTIES. THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR DISPUTES RELATED TO THE ACCURACY OF INVOICES, THE MAXIMUM CREDIT OR REFUND A CUSTOMER MAY RECEIVE SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TDS OVER THE MOST RECENT THREE MONTH PERIOD FOR THE SPECIFIC SERVICES IN DISPUTE; FOR ALL OTHER CLAIMS TDS LIMITS LIABILITY RELATED TO THE PROVISION OF SERVICES TO THE AMOUNT PAID BY CUSTOMER IN THE PREVIOUS TWELVE (12) MONTHS FOR SERVICES GIVING RISE TO, OR WHICH ARE THE SUBJECT OF, THE CLAIM WHETHER SUCH CLAIM ALLEGES BREACH OF CONTRACT, OR TORTIOUS CONDUCT INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR ANY OTHER THEORY. TDS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER FOR ANY OMISSION OR ERROR WITH RESPECT TO CUSTOMER'S TELEPHONE DIRECTORY LISTINGS.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE PROVISION OF SERVICES OR ITS PERFORMANCE MAY BE BROUGHT BY CUSTOMER MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.

6. **Insecurity of the Internet. CONNECTION TO THE INTERNET CREATES INSECURITY.** Security and disruption problems are inherent in the Internet. The very openness of the Internet creates risks that the Internet is insecure, and vulnerable to both intentional and unintentional disruption. Security breaches can occur for technical and other reasons, and, despite the implementation of security measures, we cannot guarantee that our networks are not vulnerable to unauthorized and illegal access, computer viruses and other disruptive problems. Our ability to provide our services depends in part on the reliability of the Internet and the networks of our partners, and our services can also be negatively affected by limitations inherent in the technology infrastructure supporting the Internet and the internal networks of Internet users. Customer must provide adequate information security for their own networks by using appropriately complex passwords, firewalls, and updated anti-virus and anti-spyware software.

7. **Default.** An event of default ("Event of Default") shall occur upon the occurrence of all or any one of the following events: (a) the Customer does not pay when due any invoice; (b) the Customer ceases doing business as a going concern; (c) the Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (d) the Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or the Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (e) the Customer shall default in the performance of any of its obligations to TDS or any assignee arising under this Agreement, or any other agreement between the Customer and TDS and such default is not cured within 30 days of TDS providing notice of same, unless prohibited by relevant federal, state or local law.

8. **Remedies.** Upon the occurrence of an Event of Default, unless prohibited by relevant federal, state or local law, TDS may, at its option and without notice or demand, exercise all or any one or more of the following remedies: (a) declare immediately due and payable all invoices and all other sums due, including termination charges, or to become due hereunder or under any other agreement between the Customer and TDS; (b) terminate all of its obligations arising under this Agreement, and any other agreement between Customer and TDS; (c) enter the premises where any of TDS' equipment is located and repossess all or any part of the equipment; (d) offset any amounts due TDS under this Agreement against any amounts TDS or any of its affiliates owes the Customer (or the Customer's affiliates) under any other agreement; or (e) exercise all other legal and equitable remedies which TDS may have. The foregoing remedies shall be deemed cumulative and may be exercised successively or concurrently as permitted by law.

9. **Interruption of Services.** For any interruption of Service that is not due to negligence or non-compliance with any term or condition of this Agreement by Customer or the failure of operation or malfunction of facilities, power or equipment provided by the Customer, Customer will be entitled to a credit against the monthly Recurring Charge for such Service. Service will be deemed to be interrupted from the time TDS receives notice from Customer that the Service is not working until the time the Service is working. Unless provided otherwise by law or tariff, credits shall be calculated on the basis of a 30-day month and shall be credited upon Customer request against the monthly Recurring Charge for such Service as follows:

- First 30 minutes: none
- 30 minutes to 3 hours: 1/10 day
- Each additional 3 hour period (or fraction thereof): 1/5 day

If the duration of the outage is more than 24 hours, then the credit shall be the daily pro-rated amount of the Customer's monthly Recurring Charge for the applicable Service for each day thereafter, in an aggregate amount not to exceed the monthly Recurring Charge for such Service. Credits under this provision shall be the Customer's sole remedy and TDS' sole liability for any Service outage.

10. **Support.** The following outlines TDS support boundaries and procedures for TDS Internet connectivity and access.

10.1 **Warranty.** Internet access equipment and/or Polycom[®] telephone sets purchased or leased from TDS is fully supported per the manufacturer's warranty period (individual manufacturer's warranties vary; check specific manufacturer for the warranty period). Extended warranty support programs may be available through TDS. Equipment leased or purchased from third party vendors, including vendors recommended by, are *not* supported by TDS.

10.2 **Boundaries.**

10.2.1 Purchased Equipment from TDS – The boundary is the Ethernet port on the router. Please note that the inside wiring between the Network Interface Device (NID) and the equipment is not supported.

10.2.2 Customer Provided Equipment – The boundary is the Network Interface Device (NID). When TDS is able to verify circuit integrity the support boundary is met.

10.2.3 NOTE: Firewalls, Virtual Private Networks (VPN) and network management are beyond the support boundaries provided by TDS for dedicated Internet services.

10.3 Activation.

10.3.1 Equipment Purchased from TDS – Customer is responsible for the configuration of equipment purchased from TDS.

10.3.2 Customer Provided Equipment – Configuration and installation of equipment not purchased or leased from TDS is the Customer's responsibility. TDS will provide the Customer with a list of relevant IP addresses for use in the configuration of the Customer's equipment. However, it is the Customer's responsibility to configure the equipment.

10.3.3 Limits – Activation is limited according to the boundaries listed in section 10.3.1 and 10.3.2 above.

10.4 Help Desk. Technical support is available **only through the TDS Help Desk.**

10.5 Unsupported Routers. Routers not purchased through TDS are unsupported. **TDS will not provide support services for unsupported routers.**

11. Term and Termination.

11.1 TDS will provide Customer with the Services pursuant to the rates, terms and conditions specified herein, commencing on the latter of the requested service date or the day following the date in which TDS notifies Customer that the Service is ready for use ("Service Commencement Date"). At the expiration of any Service Term, this Agreement shall continue in effect with respect to the Service on a month-to-month basis until canceled by either party on 30 days written notice; provided, however that the charges for the Service during any renewal period shall be at the then-current monthly rate charged by TDS for such Service. Unless specifically exempted, Services shall be subject to all general regulations applicable to the provision of Service and rates charged for such Service by TDS and stated in its general tariff including late payment charges, termination charges, and related expenses. Upon any termination of the Services herein, Customer shall return all TDS-owned equipment in good working condition to TDS, or Customer will be responsible for the full cost of the equipment. Customer is responsible for any damage to equipment provided by TDS.

11.2 Customers who terminate their Service prior to the expiration of the Term shall be liable for the repayment of any promotional credits, discounts or fee waivers including but not limited to installation fee waivers and for reimbursement of any special construction or non-recurring charges for Services or related facilities requested by Customer. Unless otherwise set forth under applicable tariff, if Customer terminates Service prior to expiration of the Term, Customer shall pay an early termination fee equal to: (a) the difference between the amount billed had the Customer been billed at the rate applicable under an agreement which had a term equal to the term between the effective date of this Agreement and the termination date; plus (b) the full purchase price of any equipment as shown above, minus the amounts already paid on a per month basis up to the date of termination. In addition, specifically with regard to Call Recording Services, Customer shall pay an early termination fee equal to 50% of the contracted monthly recurring charges for such Call Recording Services for each month remaining on the initial term. If there is a partial cancellation, any volume discounts going forward will be applied based only on the remaining volume. Either party may cancel this Agreement without liability in the event TDS is prohibited from providing service or if any material rate or term contained herein is substantially changed by final order of a court, administrative agency, or other body of competent jurisdiction. Termination charges will not apply if the Customer replaces the Service with a new contract with a term equal to or greater than the original term with a minimum commitment equal to at least 75% of the original commitment level under this Agreement. Each Service designation is deemed a separate service and cancellation of any single service shall not affect the other services ordered by Customer in this Agreement. Customer agrees that the forgoing early termination fees are fair and reasonable and that TDS's provision of the Services would not be commercially viable but for these Customer commitments.

11.3 This Agreement shall remain effective until terminated in accordance with the provisions set forth herein.

12. Subsequent Additions/Deletions. For each new product or service added to this Agreement after a 60-day grace period, installation charges will apply. Installation charges for advanced business products will be quoted at the time of request on an individual case basis. Subsequent feature deletions, after a 60-day grace period, will be assessed a service order charge per account. Any preferred customer discounts, volume discounts or promotional discounts are subject to change if Customer deletes services from the original service agreement. Any adjustments in special discounts will be quoted at the time of the request on an individual case basis.

13. Special Construction. Where facilities are not available or if equipment, new facilities or changes to existing facilities are required for the provision of additional services, a special construction charge will apply in addition to the monthly service charge. Customer may be required to pay additional charges or to contract for Services beyond the normal service term, or both.

14. Insurance. Each party shall maintain Commercial Workers' Compensation Insurance as required by law and Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence covering personal injury and property damage.

15. MISCELLANEOUS.

15.1 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State where the Services are performed (without giving effect to conflicts of law).

15.2 ATTORNEY'S FEES AND COSTS: In any action by a party to enforce its rights hereunder, the non-prevailing party shall pay the prevailing party's cost and expenses (including reasonable attorney's fees).

15.3 **EXTRAORDINARY CIRCUMSTANCES:** TDS shall not be liable for any failure to perform its obligations under this Agreement to the extent such failure is due to "Force Majeure". Force Majeure includes, but is not limited to, acts of God, strike, lockout or other interference with work, war, declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, network or other telecommunications failures, including suppliers, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses and any other cause whether of the kind specified above or otherwise which is not reasonably within the control of TDS.

15.4 **ENTIRE AGREEMENT:** This Agreement, and any Amendments, Addenda, and Statements of Work, together with any applicable tariffs, shall constitute the entire Agreement between Customer and TDS notwithstanding inconsistent or additional terms and conditions in Customer's purchase orders or other documents submitted to TDS. Any and all representations, promises, warranties or statements by TDS's agent(s) that differ in any way from the terms and conditions of this Agreement shall have no force or effect. This Agreement shall at all times be subject to such modifications as a PSC/PUC and/or the FCC may, from time to time, require under their respective jurisdictions and otherwise, this Agreement may be amended only by a written instrument executed by both parties.

15.5 **CUSTOMER REPRESENTATIONS:** The Customer represents that the person signing this Agreement on behalf of the Customer is a duly authorized representative of the Customer and has the authority to execute this Agreement on the Customer's behalf.

15.6 **SEVERABILITY AND SURVIVAL OF TERMS:** Any term or condition of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating any of the remaining terms or conditions of the Agreement. The following provisions shall survive any termination or expiration of this Agreement: Disclaimer of Warranties (in Section 4), Limitation of Liability (Section 5) and the Miscellaneous provisions (Section 15).

15.7 **ASSIGNMENT:** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that TDS may assign this Agreement, or any of its rights or obligations hereunder in the event of any corporate reorganization, or to any subsidiary or affiliate, any purchaser of all or substantially all of the assets of TDS, or any entity with which or into which TDS may merge or consolidate, without the consent of Customer upon written notice to Customer.

15.8 **TAXES:** In addition to the payments required hereunder, Customer shall pay all sales, use, transfer and other taxes whether federal, state or local, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement excluding, however, any income taxes on fees paid to TDS by Customer.

15.9 **WAIVER:** A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

15.10 **ELECTRONIC DOCUMENTS:** TDS hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. TDS may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

If switching to TDS Long Distance, Customer is responsible for cancellation of current long distance carrier service.
Customer initials _____

If switching to TDS provided data service, Customer is responsible for cancellation of current data service.
Customer initials _____

Authorization:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

City of Quincy Fire Department

TDS

Customer Name

By:

By:

Signature – Authorized Representative

Signature – Authorized Representative

Print Name

Roger Tyo

Print Name

Title

Strategic Account Manager

Title

Date

Date

1. **Agreement.** This Telecommunications Service Agreement (“Agreement”) is between Quincy Telephone Company (“TDS”) with its principal office at 107 W. Franklin St., P.O. Box 189 Quincy, FL 32351-0189 and City of Quincy Public Safety with its office at 339 East Jefferson St. Quincy FL 32351 (“Customer”).

The Customer hereby agrees to purchase from TDS and TDS agrees to sell the Services (“Services”) identified in this Agreement or any future Amendments agreed to by the parties pursuant to the terms and conditions set forth herein. Amendments are included herein by reference as integral parts of this Agreement. If Customer wishes to change the Services or add additional Services, Customer and TDS shall execute an Amendment describing such changes or additions. Unless specifically set forth on any Amendment, if the terms of any documents incorporated by reference are inconsistent with this Agreement, the terms of this Agreement will control. Customer agrees that the TDS Internet Services Terms of Service, Internet Network Management, Privacy Policy, and Acceptable Use Policy [together referred to as the “TDS Internet Terms of Service”] as stated on www.tdsbusiness.com will apply to any internet Services provided under this Agreement. The TDS Internet Terms of Service are included herein by reference as integral parts of this Agreement. Further, Customer also agrees to accept the Google Terms of Service if Customer chooses to use TDS-provided email service. Customer acknowledges certain duties and obligations of TDS under this Agreement may be performed by certain affiliates of TDS.

2. **Service Installation; Customer Requirements and Responsibilities.** TDS shall only be responsible for bringing the lines ordered by Customer to the Customer designated demarcation point at Customer’s premises where TDS equipment terminates. In no event shall TDS be responsible for connecting, installing or wiring past the demarcation point. Customer agrees and acknowledges that it shall be Customer’s sole responsibility to provide and arrange for all necessary wiring and equipment required to extend dial tone including phone system programming and any other related wiring or work required to implement the Services. At the time of service installation and during maintenance and repair, Customer agrees to provide at no charge, access to any equipment, a telephone, a safe working environment and adequate storage space for a reasonable quantity of replacement parts, electrical power to operate the Services and adequate space in Customer’s premises to house any equipment used in connection with provision of the Services, and shall take all other actions reasonably required for the performance of Services by TDS under this Agreement. TDS is not responsible for any long distance charges associated with the use of dial-up Internet services. Customer is responsible for the security of all passwords, equipment or systems that allow access to the Services provided by TDS. Customer acknowledges that they are responsible for actions on their account performed by others who have acquired Customer’s passwords or access to Customer’s equipment or systems with or without Customer’s knowledge and Customer agrees to pay any charges that are incurred regardless of any claim the Customer may have against third parties based on unauthorized access to Customer’s passwords, equipment or systems. Customer is also responsible for providing to TDS accurate, specific address and location information for all TDS telephone numbers provided (including any and all changes to such information) so that 911 calls can be properly directed to the appropriate PSAP (public safety answering point). If Customer moves the location of its voice service without the approval of TDS, then 911 calls may not transmit any information, or may otherwise send incorrect address information and/or be directed to the incorrect emergency services provider, which may result in a delay or failure of emergency services being dispatched to Customer’s location.

3. **Billing.** Compensation to be paid by Customer to TDS for Services provided under this Agreement shall be established at the rate and terms provided in this Agreement and by local tariff, where applicable. The Customer agrees to pay TDS the contract commitment amount set forth on page 1 of this Agreement. All invoices are due within 30 days from date of invoice. If allowed under applicable tariff, a late charge of 1-1/2% per month, or the highest permissible amount chargeable by law, whichever is less, may be charged on any unpaid balance owed to TDS which remains unpaid for 30 days or more after the date of the invoice. In the event that any action taken by any legislative, judicial or regulatory body, or any underlying services provider that TDS utilizes to deliver the Services, directly or indirectly causes a reduction in revenue or an increase in expenses with respect to the provision of the Services, TDS shall have the right to increase the amount of Recurring Charges set forth in this Agreement upon 30 days notice. Customer shall have the right to terminate this Agreement within 30 days of notice of the change in such Recurring Charges. Customer agrees that any unlimited service is being provided based on reasonable usage, and that use of the service for auto dialers, long distance dialup access to the Internet or other information services, call centers, certain switching applications or other high volume calling applications is not permitted and will entitle TDS to terminate the Service upon written notice of the violation. TDS reserves the right to monitor Customer’s usage to determine compliance with these limitations. Bundled prices represented on this Agreement may be billed separately on Customer’s bill. The separate pricing may not be used with any other product or bundled products. It is the Customer’s responsibility to review the monthly invoices for accurate representation of charges. Disputes concerning the accuracy of any invoice that has been paid must be brought in writing within three (3) months of the due date of the invoice.

4. **Warranty.** TDS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT WITH RESPECT TO THE FOREGOING WARRANTY, TDS IS PROVIDING ALL SERVICES TO THE CUSTOMER “AS IS” AND TDS MAKES NO WARRANTY AS TO THE CONTINUOUS OPERATION OF THE SERVICE OR ANY SPECIFIC FEATURE OF THE SERVICE. ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE ARE DISCLAIMED. TDS DOES NOT WARRANT THAT THE SERVICES OR RELATED PRODUCTS WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO YOUR COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES ON ANY OF THEM. CONNECTIONS (SYNC-RATES) ARE RATE ADAPTIVE AND MAY BE LOWER DUE TO THE LENGTH AND CONDITION OF THE LINE. ACTUAL THROUGHPUT MAY BE LOWER DUE TO INTERNET CONGESTION, NETWORK UTILIZATION, PROTOCOL OVERHEADS OR OTHER FACTORS, WHICH CAN NOT BE CONTROLLED BY TDS. IN THE EVENT OF A POWER OUTAGE AT CUSTOMER’S LOCATION OR IF CUSTOMER’S BROADBAND SERVICE IS DOWN, SERVICES THAT ARE NOT LINE-POWERED (SUCH AS managedIP) WILL NOT OPERATE AND CUSTOMER WILL NOT HAVE ACCESS TO EMERGENCY SERVICES SUCH AS 911.

5. **Limitation of Liability.** TDS SHALL NOT BE LIABLE IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF THE USE OF THE SERVICE, LOSS OF DATA, CUSTOMER'S INABILITY TO USE THE SERVICE, INTERRUPTIONS OR CLAIMS BY THIRD PARTIES. THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR DISPUTES RELATED TO THE ACCURACY OF INVOICES, THE MAXIMUM CREDIT OR REFUND A CUSTOMER MAY RECEIVE SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TDS OVER THE MOST RECENT THREE MONTH PERIOD FOR THE SPECIFIC SERVICES IN DISPUTE; FOR ALL OTHER CLAIMS TDS LIMITS LIABILITY RELATED TO THE PROVISION OF SERVICES TO THE AMOUNT PAID BY CUSTOMER IN THE PREVIOUS TWELVE (12) MONTHS FOR SERVICES GIVING RISE TO, OR WHICH ARE THE SUBJECT OF, THE CLAIM WHETHER SUCH CLAIM ALLEGES BREACH OF CONTRACT, OR TORTIOUS CONDUCT INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR ANY OTHER THEORY. TDS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER FOR ANY OMISSION OR ERROR WITH RESPECT TO CUSTOMER'S TELEPHONE DIRECTORY LISTINGS.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE PROVISION OF SERVICES OR ITS PERFORMANCE MAY BE BROUGHT BY CUSTOMER MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.

6. **Insecurity of the Internet. CONNECTION TO THE INTERNET CREATES INSECURITY.** Security and disruption problems are inherent in the Internet. The very openness of the Internet creates risks that the Internet is insecure, and vulnerable to both intentional and unintentional disruption. Security breaches can occur for technical and other reasons, and, despite the implementation of security measures, we cannot guarantee that our networks are not vulnerable to unauthorized and illegal access, computer viruses and other disruptive problems. Our ability to provide our services depends in part on the reliability of the Internet and the networks of our partners, and our services can also be negatively affected by limitations inherent in the technology infrastructure supporting the Internet and the internal networks of Internet users. Customer must provide adequate information security for their own networks by using appropriately complex passwords, firewalls, and updated anti-virus and anti-spyware software.

7. **Default.** An event of default ("Event of Default") shall occur upon the occurrence of all or any one of the following events: (a) the Customer does not pay when due any invoice; (b) the Customer ceases doing business as a going concern; (c) the Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (d) the Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or the Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (e) the Customer shall default in the performance of any of its obligations to TDS or any assignee arising under this Agreement, or any other agreement between the Customer and TDS and such default is not cured within 30 days of TDS providing notice of same, unless prohibited by relevant federal, state or local law.

8. **Remedies.** Upon the occurrence of an Event of Default, unless prohibited by relevant federal, state or local law, TDS may, at its option and without notice or demand, exercise all or any one or more of the following remedies: (a) declare immediately due and payable all invoices and all other sums due, including termination charges, or to become due hereunder or under any other agreement between the Customer and TDS; (b) terminate all of its obligations arising under this Agreement, and any other agreement between Customer and TDS; (c) enter the premises where any of TDS' equipment is located and repossess all or any part of the equipment; (d) offset any amounts due TDS under this Agreement against any amounts TDS or any of its affiliates owes the Customer (or the Customer's affiliates) under any other agreement; or (e) exercise all other legal and equitable remedies which TDS may have. The foregoing remedies shall be deemed cumulative and may be exercised successively or concurrently as permitted by law.

9. **Interruption of Services.** For any interruption of Service that is not due to negligence or non-compliance with any term or condition of this Agreement by Customer or the failure of operation or malfunction of facilities, power or equipment provided by the Customer, Customer will be entitled to a credit against the monthly Recurring Charge for such Service. Service will be deemed to be interrupted from the time TDS receives notice from Customer that the Service is not working until the time the Service is working. Unless provided otherwise by law or tariff, credits shall be calculated on the basis of a 30-day month and shall be credited upon Customer request against the monthly Recurring Charge for such Service as follows:

- First 30 minutes: none
- 30 minutes to 3 hours: 1/10 day
- Each additional 3 hour period (or fraction thereof): 1/5 day

If the duration of the outage is more than 24 hours, then the credit shall be the daily pro-rated amount of the Customer's monthly Recurring Charge for the applicable Service for each day thereafter, in an aggregate amount not to exceed the monthly Recurring Charge for such Service. Credits under this provision shall be the Customer's sole remedy and TDS' sole liability for any Service outage.

10. **Support.** The following outlines TDS support boundaries and procedures for TDS Internet connectivity and access.

10.1 **Warranty.** Internet access equipment and/or Polycom[®] telephone sets purchased or leased from TDS is fully supported per the manufacturer's warranty period (individual manufacturer's warranties vary; check specific manufacturer for the warranty period). Extended warranty support programs may be available through TDS. Equipment leased or purchased from third party vendors, including vendors recommended by, are *not* supported by TDS.

10.2 **Boundaries.**

10.2.1 Purchased Equipment from TDS – The boundary is the Ethernet port on the router. Please note that the inside wiring between the Network Interface Device (NID) and the equipment is not supported.

10.2.2 Customer Provided Equipment – The boundary is the Network Interface Device (NID). When TDS is able to verify circuit integrity the support boundary is met.

10.2.3 NOTE: Firewalls, Virtual Private Networks (VPN) and network management are beyond the support boundaries provided by TDS for dedicated Internet services.

10.3 Activation.

10.3.1 Equipment Purchased from TDS – Customer is responsible for the configuration of equipment purchased from TDS.

10.3.2 Customer Provided Equipment – Configuration and installation of equipment not purchased or leased from TDS is the Customer's responsibility. TDS will provide the Customer with a list of relevant IP addresses for use in the configuration of the Customer's equipment. However, it is the Customer's responsibility to configure the equipment.

10.3.3 Limits – Activation is limited according to the boundaries listed in section 10.3.1 and 10.3.2 above.

10.4 Help Desk. Technical support is available **only through the TDS Help Desk.**

10.5 Unsupported Routers. Routers not purchased through TDS are unsupported. **TDS will not provide support services for unsupported routers.**

11. Term and Termination.

11.1 TDS will provide Customer with the Services pursuant to the rates, terms and conditions specified herein, commencing on the latter of the requested service date or the day following the date in which TDS notifies Customer that the Service is ready for use ("Service Commencement Date"). At the expiration of any Service Term, this Agreement shall continue in effect with respect to the Service on a month-to-month basis until canceled by either party on 30 days written notice; provided, however that the charges for the Service during any renewal period shall be at the then-current monthly rate charged by TDS for such Service. Unless specifically exempted, Services shall be subject to all general regulations applicable to the provision of Service and rates charged for such Service by TDS and stated in its general tariff including late payment charges, termination charges, and related expenses. Upon any termination of the Services herein, Customer shall return all TDS-owned equipment in good working condition to TDS, or Customer will be responsible for the full cost of the equipment. Customer is responsible for any damage to equipment provided by TDS.

11.2 Customers who terminate their Service prior to the expiration of the Term shall be liable for the repayment of any promotional credits, discounts or fee waivers including but not limited to installation fee waivers and for reimbursement of any special construction or non-recurring charges for Services or related facilities requested by Customer. Unless otherwise set forth under applicable tariff, if Customer terminates Service prior to expiration of the Term, Customer shall pay an early termination fee equal to: (a) the difference between the amount billed had the Customer been billed at the rate applicable under an agreement which had a term equal to the term between the effective date of this Agreement and the termination date; plus (b) the full purchase price of any equipment as shown above, minus the amounts already paid on a per month basis up to the date of termination. In addition, specifically with regard to Call Recording Services, Customer shall pay an early termination fee equal to 50% of the contracted monthly recurring charges for such Call Recording Services for each month remaining on the initial term. If there is a partial cancellation, any volume discounts going forward will be applied based only on the remaining volume. Either party may cancel this Agreement without liability in the event TDS is prohibited from providing service or if any material rate or term contained herein is substantially changed by final order of a court, administrative agency, or other body of competent jurisdiction. Termination charges will not apply if the Customer replaces the Service with a new contract with a term equal to or greater than the original term with a minimum commitment equal to at least 75% of the original commitment level under this Agreement. Each Service designation is deemed a separate service and cancellation of any single service shall not affect the other services ordered by Customer in this Agreement. Customer agrees that the forgoing early termination fees are fair and reasonable and that TDS's provision of the Services would not be commercially viable but for these Customer commitments.

11.3 This Agreement shall remain effective until terminated in accordance with the provisions set forth herein.

12. Subsequent Additions/Deletions. For each new product or service added to this Agreement after a 60-day grace period, installation charges will apply. Installation charges for advanced business products will be quoted at the time of request on an individual case basis. Subsequent feature deletions, after a 60-day grace period, will be assessed a service order charge per account. Any preferred customer discounts, volume discounts or promotional discounts are subject to change if Customer deletes services from the original service agreement. Any adjustments in special discounts will be quoted at the time of the request on an individual case basis.

13. Special Construction. Where facilities are not available or if equipment, new facilities or changes to existing facilities are required for the provision of additional services, a special construction charge will apply in addition to the monthly service charge. Customer may be required to pay additional charges or to contract for Services beyond the normal service term, or both.

14. Insurance. Each party shall maintain Commercial Workers' Compensation Insurance as required by law and Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence covering personal injury and property damage.

15. MISCELLANEOUS.

15.1 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State where the Services are performed (without giving effect to conflicts of law).

15.2 ATTORNEY'S FEES AND COSTS: In any action by a party to enforce its rights hereunder, the non-prevailing party shall pay the prevailing party's cost and expenses (including reasonable attorney's fees).

15.3 **EXTRAORDINARY CIRCUMSTANCES:** TDS shall not be liable for any failure to perform its obligations under this Agreement to the extent such failure is due to "Force Majeure". Force Majeure includes, but is not limited to, acts of God, strike, lockout or other interference with work, war, declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, network or other telecommunications failures, including suppliers, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses and any other cause whether of the kind specified above or otherwise which is not reasonably within the control of TDS.

15.4 **ENTIRE AGREEMENT:** This Agreement, and any Amendments, Addenda, and Statements of Work, together with any applicable tariffs, shall constitute the entire Agreement between Customer and TDS notwithstanding inconsistent or additional terms and conditions in Customer's purchase orders or other documents submitted to TDS. Any and all representations, promises, warranties or statements by TDS's agent(s) that differ in any way from the terms and conditions of this Agreement shall have no force or effect. This Agreement shall at all times be subject to such modifications as a PSC/PUC and/or the FCC may, from time to time, require under their respective jurisdictions and otherwise, this Agreement may be amended only by a written instrument executed by both parties.

15.5 **CUSTOMER REPRESENTATIONS:** The Customer represents that the person signing this Agreement on behalf of the Customer is a duly authorized representative of the Customer and has the authority to execute this Agreement on the Customer's behalf.

15.6 **SEVERABILITY AND SURVIVAL OF TERMS:** Any term or condition of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating any of the remaining terms or conditions of the Agreement. The following provisions shall survive any termination or expiration of this Agreement: Disclaimer of Warranties (in Section 4), Limitation of Liability (Section 5) and the Miscellaneous provisions (Section 15).

15.7 **ASSIGNMENT:** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that TDS may assign this Agreement, or any of its rights or obligations hereunder in the event of any corporate reorganization, or to any subsidiary or affiliate, any purchaser of all or substantially all of the assets of TDS, or any entity with which or into which TDS may merge or consolidate, without the consent of Customer upon written notice to Customer.

15.8 **TAXES:** In addition to the payments required hereunder, Customer shall pay all sales, use, transfer and other taxes whether federal, state or local, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement excluding, however, any income taxes on fees paid to TDS by Customer.

15.9 **WAIVER:** A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

15.10 **ELECTRONIC DOCUMENTS:** TDS hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. TDS may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

If switching to TDS Long Distance, Customer is responsible for cancellation of current long distance carrier service.
Customer initials _____

If switching to TDS provided data service, Customer is responsible for cancellation of current data service.
Customer initials _____

Authorization:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

City of Quincy Public Safety

TDS

Customer Name

By:

By:

Signature – Authorized Representative

Signature – Authorized Representative

Print Name

Roger Tyo

Print Name

Title

Strategic Account Manager

Title

Date

Date

1. **Agreement.** This Telecommunications Service Agreement (“Agreement”) is between Quincy Telephone Company (“TDS”) with its principal office at 107 W. Franklin St., P.O. Box 189 Quincy, FL 32351-0189 and City of Quincy Public Safety with its office at 339 East Jefferson St. Quincy FL 32351 (“Customer”).

The Customer hereby agrees to purchase from TDS and TDS agrees to sell the Services (“Services”) identified in this Agreement or any future Amendments agreed to by the parties pursuant to the terms and conditions set forth herein. Amendments are included herein by reference as integral parts of this Agreement. If Customer wishes to change the Services or add additional Services, Customer and TDS shall execute an Amendment describing such changes or additions. Unless specifically set forth on any Amendment, if the terms of any documents incorporated by reference are inconsistent with this Agreement, the terms of this Agreement will control. Customer agrees that the TDS Internet Services Terms of Service, Internet Network Management, Privacy Policy, and Acceptable Use Policy [together referred to as the “TDS Internet Terms of Service”] as stated on www.tdsbusiness.com will apply to any internet Services provided under this Agreement. The TDS Internet Terms of Service are included herein by reference as integral parts of this Agreement. Further, Customer also agrees to accept the Google Terms of Service if Customer chooses to use TDS-provided email service. Customer acknowledges certain duties and obligations of TDS under this Agreement may be performed by certain affiliates of TDS.

2. **Service Installation; Customer Requirements and Responsibilities.** TDS shall only be responsible for bringing the lines ordered by Customer to the Customer designated demarcation point at Customer’s premises where TDS equipment terminates. In no event shall TDS be responsible for connecting, installing or wiring past the demarcation point. Customer agrees and acknowledges that it shall be Customer’s sole responsibility to provide and arrange for all necessary wiring and equipment required to extend dial tone including phone system programming and any other related wiring or work required to implement the Services. At the time of service installation and during maintenance and repair, Customer agrees to provide at no charge, access to any equipment, a telephone, a safe working environment and adequate storage space for a reasonable quantity of replacement parts, electrical power to operate the Services and adequate space in Customer’s premises to house any equipment used in connection with provision of the Services, and shall take all other actions reasonably required for the performance of Services by TDS under this Agreement. TDS is not responsible for any long distance charges associated with the use of dial-up Internet services. Customer is responsible for the security of all passwords, equipment or systems that allow access to the Services provided by TDS. Customer acknowledges that they are responsible for actions on their account performed by others who have acquired Customer’s passwords or access to Customer’s equipment or systems with or without Customer’s knowledge and Customer agrees to pay any charges that are incurred regardless of any claim the Customer may have against third parties based on unauthorized access to Customer’s passwords, equipment or systems. Customer is also responsible for providing to TDS accurate, specific address and location information for all TDS telephone numbers provided (including any and all changes to such information) so that 911 calls can be properly directed to the appropriate PSAP (public safety answering point). If Customer moves the location of its voice service without the approval of TDS, then 911 calls may not transmit any information, or may otherwise send incorrect address information and/or be directed to the incorrect emergency services provider, which may result in a delay or failure of emergency services being dispatched to Customer’s location.

3. **Billing.** Compensation to be paid by Customer to TDS for Services provided under this Agreement shall be established at the rate and terms provided in this Agreement and by local tariff, where applicable. The Customer agrees to pay TDS the contract commitment amount set forth on page 1 of this Agreement. All invoices are due within 30 days from date of invoice. If allowed under applicable tariff, a late charge of 1-1/2% per month, or the highest permissible amount chargeable by law, whichever is less, may be charged on any unpaid balance owed to TDS which remains unpaid for 30 days or more after the date of the invoice. In the event that any action taken by any legislative, judicial or regulatory body, or any underlying services provider that TDS utilizes to deliver the Services, directly or indirectly causes a reduction in revenue or an increase in expenses with respect to the provision of the Services, TDS shall have the right to increase the amount of Recurring Charges set forth in this Agreement upon 30 days notice. Customer shall have the right to terminate this Agreement within 30 days of notice of the change in such Recurring Charges. Customer agrees that any unlimited service is being provided based on reasonable usage, and that use of the service for auto dialers, long distance dialup access to the Internet or other information services, call centers, certain switching applications or other high volume calling applications is not permitted and will entitle TDS to terminate the Service upon written notice of the violation. TDS reserves the right to monitor Customer’s usage to determine compliance with these limitations. Bundled prices represented on this Agreement may be billed separately on Customer’s bill. The separate pricing may not be used with any other product or bundled products. It is the Customer’s responsibility to review the monthly invoices for accurate representation of charges. Disputes concerning the accuracy of any invoice that has been paid must be brought in writing within three (3) months of the due date of the invoice.

4. **Warranty.** TDS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT WITH RESPECT TO THE FOREGOING WARRANTY, TDS IS PROVIDING ALL SERVICES TO THE CUSTOMER “AS IS” AND TDS MAKES NO WARRANTY AS TO THE CONTINUOUS OPERATION OF THE SERVICE OR ANY SPECIFIC FEATURE OF THE SERVICE. ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE ARE DISCLAIMED. TDS DOES NOT WARRANT THAT THE SERVICES OR RELATED PRODUCTS WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO YOUR COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES ON ANY OF THEM. CONNECTIONS (SYNC-RATES) ARE RATE ADAPTIVE AND MAY BE LOWER DUE TO THE LENGTH AND CONDITION OF THE LINE. ACTUAL THROUGHPUT MAY BE LOWER DUE TO INTERNET CONGESTION, NETWORK UTILIZATION, PROTOCOL OVERHEADS OR OTHER FACTORS, WHICH CAN NOT BE CONTROLLED BY TDS. IN THE EVENT OF A POWER OUTAGE AT CUSTOMER’S LOCATION OR IF CUSTOMER’S BROADBAND SERVICE IS DOWN, SERVICES THAT ARE NOT LINE-POWERED (SUCH AS managedIP) WILL NOT OPERATE AND CUSTOMER WILL NOT HAVE ACCESS TO EMERGENCY SERVICES SUCH AS 911.

5. Limitation of Liability. TDS SHALL NOT BE LIABLE IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF THE USE OF THE SERVICE, LOSS OF DATA, CUSTOMER'S INABILITY TO USE THE SERVICE, INTERRUPTIONS OR CLAIMS BY THIRD PARTIES. THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR DISPUTES RELATED TO THE ACCURACY OF INVOICES, THE MAXIMUM CREDIT OR REFUND A CUSTOMER MAY RECEIVE SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TDS OVER THE MOST RECENT THREE MONTH PERIOD FOR THE SPECIFIC SERVICES IN DISPUTE; FOR ALL OTHER CLAIMS TDS LIMITS LIABILITY RELATED TO THE PROVISION OF SERVICES TO THE AMOUNT PAID BY CUSTOMER IN THE PREVIOUS TWELVE (12) MONTHS FOR SERVICES GIVING RISE TO, OR WHICH ARE THE SUBJECT OF, THE CLAIM WHETHER SUCH CLAIM ALLEGES BREACH OF CONTRACT, OR TORTIOUS CONDUCT INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR ANY OTHER THEORY. TDS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER FOR ANY OMISSION OR ERROR WITH RESPECT TO CUSTOMER'S TELEPHONE DIRECTORY LISTINGS.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE PROVISION OF SERVICES OR ITS PERFORMANCE MAY BE BROUGHT BY CUSTOMER MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.

6. Insecurity of the Internet. CONNECTION TO THE INTERNET CREATES INSECURITY. Security and disruption problems are inherent in the Internet. The very openness of the Internet creates risks that the Internet is insecure, and vulnerable to both intentional and unintentional disruption. Security breaches can occur for technical and other reasons, and, despite the implementation of security measures, we cannot guarantee that our networks are not vulnerable to unauthorized and illegal access, computer viruses and other disruptive problems. Our ability to provide our services depends in part on the reliability of the Internet and the networks of our partners, and our services can also be negatively affected by limitations inherent in the technology infrastructure supporting the Internet and the internal networks of Internet users. Customer must provide adequate information security for their own networks by using appropriately complex passwords, firewalls, and updated anti-virus and anti-spyware software.

7. Default. An event of default ("Event of Default") shall occur upon the occurrence of all or any one of the following events: (a) the Customer does not pay when due any invoice; (b) the Customer ceases doing business as a going concern; (c) the Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (d) the Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or the Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (e) the Customer shall default in the performance of any of its obligations to TDS or any assignee arising under this Agreement, or any other agreement between the Customer and TDS and such default is not cured within 30 days of TDS providing notice of same, unless prohibited by relevant federal, state or local law.

8. Remedies. Upon the occurrence of an Event of Default, unless prohibited by relevant federal, state or local law, TDS may, at its option and without notice or demand, exercise all or any one or more of the following remedies: (a) declare immediately due and payable all invoices and all other sums due, including termination charges, or to become due hereunder or under any other agreement between the Customer and TDS; (b) terminate all of its obligations arising under this Agreement, and any other agreement between Customer and TDS; (c) enter the premises where any of TDS' equipment is located and repossess all or any part of the equipment; (d) offset any amounts due TDS under this Agreement against any amounts TDS or any of its affiliates owes the Customer (or the Customer's affiliates) under any other agreement; or (e) exercise all other legal and equitable remedies which TDS may have. The foregoing remedies shall be deemed cumulative and may be exercised successively or concurrently as permitted by law.

9. Interruption of Services. For any interruption of Service that is not due to negligence or non-compliance with any term or condition of this Agreement by Customer or the failure of operation or malfunction of facilities, power or equipment provided by the Customer, Customer will be entitled to a credit against the monthly Recurring Charge for such Service. Service will be deemed to be interrupted from the time TDS receives notice from Customer that the Service is not working until the time the Service is working. Unless provided otherwise by law or tariff, credits shall be calculated on the basis of a 30-day month and shall be credited upon Customer request against the monthly Recurring Charge for such Service as follows:

- First 30 minutes: none
- 30 minutes to 3 hours: 1/10 day
- Each additional 3 hour period (or fraction thereof): 1/5 day

If the duration of the outage is more than 24 hours, then the credit shall be the daily pro-rated amount of the Customer's monthly Recurring Charge for the applicable Service for each day thereafter, in an aggregate amount not to exceed the monthly Recurring Charge for such Service. Credits under this provision shall be the Customer's sole remedy and TDS' sole liability for any Service outage.

10. Support. The following outlines TDS support boundaries and procedures for TDS Internet connectivity and access.

10.1 Warranty. Internet access equipment and/or Polycom[®] telephone sets purchased or leased from TDS is fully supported per the manufacturer's warranty period (individual manufacturer's warranties vary; check specific manufacturer for the warranty period). Extended warranty support programs may be available through TDS. Equipment leased or purchased from third party vendors, including vendors recommended by, are *not* supported by TDS.

10.2 Boundaries.

10.2.1 Purchased Equipment from TDS – The boundary is the Ethernet port on the router. Please note that the inside wiring between the Network Interface Device (NID) and the equipment is not supported.

10.2.2 Customer Provided Equipment – The boundary is the Network Interface Device (NID). When TDS is able to verify circuit integrity, the support boundary is met.

10.2.3 NOTE: Firewalls, Virtual Private Networks (VPN) and network management are beyond the support boundaries provided by TDS for dedicated Internet services.

10.3 **Activation.**

10.3.1 Equipment Purchased from TDS – Customer is responsible for the configuration of equipment purchased from TDS.

10.3.2 Customer Provided Equipment – Configuration and installation of equipment not purchased or leased from TDS is the Customer's responsibility. TDS will provide the Customer with a list of relevant IP addresses for use in the configuration of the Customer's equipment. However, it is the Customer's responsibility to configure the equipment.

10.3.3 Limits – Activation is limited according to the boundaries listed in section 10.3.1 and 10.3.2 above.

10.4 **Help Desk.** Technical support is available **only through the TDS Help Desk.**

10.5 **Unsupported Routers.** Routers not purchased through TDS are unsupported. **TDS will not provide support services for unsupported routers.**

11. **Term and Termination.**

11.1 TDS will provide Customer with the Services pursuant to the rates, terms and conditions specified herein, commencing on the latter of the requested service date or the day following the date in which TDS notifies Customer that the Service is ready for use ("Service Commencement Date"). At the expiration of any Service Term, this Agreement shall continue in effect with respect to the Service on a month-to-month basis until canceled by either party on 30 days written notice; provided, however that the charges for the Service during any renewal period shall be at the then-current monthly rate charged by TDS for such Service. Unless specifically exempted, Services shall be subject to all general regulations applicable to the provision of Service and rates charged for such Service by TDS and stated in its general tariff including late payment charges, termination charges, and related expenses. Upon any termination of the Services herein, Customer shall return all TDS-owned equipment in good working condition to TDS, or Customer will be responsible for the full cost of the equipment. Customer is responsible for any damage to equipment provided by TDS.

11.2 Customers who terminate their Service prior to the expiration of the Term shall be liable for the repayment of any promotional credits, discounts or fee waivers including but not limited to installation fee waivers and for reimbursement of any special construction or non-recurring charges for Services or related facilities requested by Customer. Unless otherwise set forth under applicable tariff, if Customer terminates Service prior to expiration of the Term, Customer shall pay an early termination fee equal to: (a) the difference between the amount billed had the Customer been billed at the rate applicable under an agreement which had a term equal to the term between the effective date of this Agreement and the termination date; plus (b) the full purchase price of any equipment as shown above, minus the amounts already paid on a per month basis up to the date of termination. In addition, specifically with regard to Call Recording Services, Customer shall pay an early termination fee equal to 50% of the contracted monthly recurring charges for such Call Recording Services for each month remaining on the initial term. If there is a partial cancellation, any volume discounts going forward will be applied based only on the remaining volume. Either party may cancel this Agreement without liability in the event TDS is prohibited from providing service or if any material rate or term contained herein is substantially changed by final order of a court, administrative agency, or other body of competent jurisdiction. Termination charges will not apply if the Customer replaces the Service with a new contract with a term equal to or greater than the original term with a minimum commitment equal to at least 75% of the original commitment level under this Agreement. Each Service designation is deemed a separate service and cancellation of any single service shall not affect the other services ordered by Customer in this Agreement. Customer agrees that the forgoing early termination fees are fair and reasonable and that TDS's provision of the Services would not be commercially viable but for these Customer commitments.

11.3 This Agreement shall remain effective until terminated in accordance with the provisions set forth herein.

12. **Subsequent Additions/Deletions.** For each new product or service added to this Agreement after a 60-day grace period, installation charges will apply. Installation charges for advanced business products will be quoted at the time of request on an individual case basis. Subsequent feature deletions, after a 60-day grace period, will be assessed a service order charge per account. Any preferred customer discounts, volume discounts or promotional discounts are subject to change if Customer deletes services from the original service agreement. Any adjustments in special discounts will be quoted at the time of the request on an individual case basis.

13. **Special Construction.** Where facilities are not available or if equipment, new facilities or changes to existing facilities are required for the provision of additional services, a special construction charge will apply in addition to the monthly service charge. Customer may be required to pay additional charges or to contract for Services beyond the normal service term, or both.

14. **Insurance.** Each party shall maintain Commercial Workers' Compensation Insurance as required by law and Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence covering personal injury and property damage.

15. **MISCELLANEOUS.**

15.1 **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State where the Services are performed (without giving effect to conflicts of law).

15.2 **ATTORNEY'S FEES AND COSTS:** In any action by a party to enforce its rights hereunder, the non-prevailing party shall pay the prevailing party's cost and expenses (including reasonable attorney's fees).

15.3 **EXTRAORDINARY CIRCUMSTANCES:** TDS shall not be liable for any failure to perform its obligations under this Agreement to the extent such failure is due to "Force Majeure". Force Majeure includes, but is not limited to, acts of God, strike, lockout or other interference with work, war, declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, network or other telecommunications failures, including suppliers, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses and any other cause whether of the kind specified above or otherwise which is not reasonably within the control of TDS.

15.4 **ENTIRE AGREEMENT:** This Agreement, and any Amendments, Addenda, and Statements of Work, together with any applicable tariffs, shall constitute the entire Agreement between Customer and TDS notwithstanding inconsistent or additional terms and conditions in Customer's purchase orders or other documents submitted to TDS. Any and all representations, promises, warranties or statements by TDS's agent(s) that differ in any way from the terms and conditions of this Agreement shall have no force or effect. This Agreement shall at all times be subject to such modifications as a PSC/PUC and/or the FCC may, from time to time, require under their respective jurisdictions and otherwise, this Agreement may be amended only by a written instrument executed by both parties.

15.5 **CUSTOMER REPRESENTATIONS:** The Customer represents that the person signing this Agreement on behalf of the Customer is a duly authorized representative of the Customer and has the authority to execute this Agreement on the Customer's behalf.

15.6 **SEVERABILITY AND SURVIVAL OF TERMS:** Any term or condition of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating any of the remaining terms or conditions of the Agreement. The following provisions shall survive any termination or expiration of this Agreement: Disclaimer of Warranties (in Section 4), Limitation of Liability (Section 5) and the Miscellaneous provisions (Section 15).

15.7 **ASSIGNMENT:** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that TDS may assign this Agreement, or any of its rights or obligations hereunder in the event of any corporate reorganization, or to any subsidiary or affiliate, any purchaser of all or substantially all of the assets of TDS, or any entity with which or into which TDS may merge or consolidate, without the consent of Customer upon written notice to Customer.

15.8 **TAXES:** In addition to the payments required hereunder, Customer shall pay all sales, use, transfer and other taxes whether federal, state or local, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement excluding, however, any income taxes on fees paid to TDS by Customer.

15.9 **WAIVER:** A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

15.10 **ELECTRONIC DOCUMENTS:** TDS hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. TDS may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

If switching to TDS Long Distance, Customer is responsible for cancellation of current long distance carrier service.
Customer initials _____

If switching to TDS provided data service, Customer is responsible for cancellation of current data service.
Customer initials _____

Authorization:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

City of Quincy Public Safety

TDS

Customer Name

By:

By:

Signature – Authorized Representative

Signature – Authorized Representative

Print Name

Roger Tyo

Print Name

Title

Strategic Account Manager

Title

Date

Date

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: May 13, 2014
Date Submitted: May 9, 2014
To: Honorable Mayor and Members of the Commission
From: Mike Wade, Interim City Manager
Subject: Traffic Signal Agreement

Statement of Issue

The State of Florida Department of Transportation (FDOT) is proposing a revised Traffic Signal Maintenance and Compensation Agreement.

Background

In September 2002, the City and FDOT entered into an agreement, whereas the City would be responsible for the maintenance of traffic signals on the State Highway System and FDOT would pay the City an annual compensation for the cost of maintenance. Maintenance requirements include electricity usage, bulb replacement, controller repairs and replacement, traffic loop repair and replacement, all wiring and signal head maintenance as required. The thirteen intersections included in the agreement are shown in the attached Exhibit A. The annual compensation amounts have increased at 3% per year over the last several years and the amount for fiscal year 2014 is \$20,771.25.

Analysis

The Department of Transportation is proposing a new agreement for the period of July 1, 2014 through June 30, 2015. However, the proposed agreement has significant changes that would impact the City. The revised agreement adds the responsibilities of mast arm maintenance including painting, crack repairs, bolt and nut replacement, and replacement of complete mast arm assemblies. There is no additional compensation for the added responsibility. Painting of a mast arm intersection is estimated to cost about \$10,000. Certain vehicle crash incidents could lead to serious capital expenses for the City. The intersection of Pat Thomas Parkway and U.S. 90 is an example of an intersection with a mast arm structure. Another unfunded mandate in the proposed agreement is the requirement of an annual report. The reporting requirements add more responsibility and additional burden to existing staff with no additional compensation. Staff is of the understanding that these issues are areas of concern for other maintaining agencies across the state as well. Some agencies have stated they do not

plan to sign the proposed agreement. The current contract does not set an expiration date and we are of the opinion that the current contract will remain in effect if we do not sign the proposed agreement.

Options:

Option 1: Do not approve the signing of the agreement.

Option 2: Approve the signing of the agreement.

Staff Recommendation:

Option 1

Attachments:

1. 2002 Traffic Signal Maintenance and Compensation Agreement
2. 2014 Exhibit A
3. 2015 Exhibit A
4. Proposed Traffic Signal Maintenance and Compensation Agreement

CONTRACT NO. AM219
FINANCIAL PROJECT NO. 405495-1
F.E.I.D. NO. _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

THIS AGREEMENT, made and entered into this 20 day of September, 2002, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and City of Quincy Florida, herein called the "Maintaining Agency".

WITNESSETH:

WHEREAS, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement; and

WHEREAS, the Maintaining Agency has authorized its undersigned representative to enter into and execute this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street name signs, and the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems upon completion of their installation. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of full traffic signal locations as identified in Exhibit A. Flashing beacons, emergency signals, and school zone signals are not included. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
2. The Maintaining Agency shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs), and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
3. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Maintaining Agency.
4. The Maintaining Agency shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, or special provisions. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and signal systems to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer and be contingent upon an engineering report or documentation of engineering judgment prepared by, or for, the Maintaining Agency in accordance with Section 1A.09, Engineering Study and Engineering Judgment, of the MUTCD, recommending such changes and signed and sealed by a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall send a signed/sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.
5. The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file.

6. The Maintaining Agency and the Department shall develop the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all existing traffic signals on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New signals added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department signals added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's signals in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

7. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

8. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

9. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

10. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

11. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

12. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

13. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- (a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.

14. The Maintaining Agency may be subject to inspections of traffic signals and traffic signal systems by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, nonpayment, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency and a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient traffic signal(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

15. The Maintaining Agency may enter into agreements with other parties pertaining to traffic signals and signal systems including but not limited to: agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

16. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

17. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

18. The Maintaining Agency, to the extent allowed by Section 768.28, Florida Statutes, shall indemnify, defend, save and hold harmless, the State, the Department, any joint pole owner and all of their officers, agents and employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of, this Agreement by the Maintaining Agency, its subcontractors, agents or employees or due to any act or occurrence of omission or commission of the Maintaining Agency, its subcontractors, agents or employees. The parties agree that this paragraph shall not waive sovereign immunity of the State of Florida, nor waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

20. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

21. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties.

22. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

City of Quincy _____, Florida

(Maintaining Agency)

By: Derrick D. Elias
(Authorized Signature)

Print/Type Name: Derrick D. Elias

Title: Mayor

Attest: Regina Hicks
(Seal if Applicable)

REVIEWED: [Signature] 6/13/02
Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: H.E. Prescott
(Authorized Signature)

Print/Type Name: H.E. Prescott

Title: District Secretary

Attest: Amy Lee Paul

EXHIBIT A**TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2013-2014**

Effective Date: 07/01/2013 06/30/2014

Maintaining Agency:

CITY OF QUINCY

CONTRACT #: AM219

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
001	SR 10 @ CLEVELAND ST	Yes	\$2,865.00	50.00%	\$1,432.50
002	SR 10 @ SR 267 (PAT THOMAS PKWY)	Yes	\$2,865.00	75.00%	\$2,148.75
003	SR 10 @ STEWERT ST	Yes	\$2,865.00	50.00%	\$1,432.50
004	SR 10 @ JACKSON ST .	Yes	\$2,865.00	50.00%	\$1,432.50
005	SR 10 @ MONROE ST	Yes	\$2,865.00	50.00%	\$1,432.50
006	SR 10 @ ADAMS ST/SR 267 N	Yes	\$2,865.00	75.00%	\$2,148.75
007	SR 10 @ MADISON AVE/SR 12 N	Yes	\$2,865.00	75.00%	\$2,148.75
008	SR 10 @ DUVAL ST	Yes	\$2,865.00	50.00%	\$1,432.50
009	SR 267 @ CR 274 (ML KING BLVD)	Yes	\$2,865.00	50.00%	\$1,432.50
010	SR 12 @ E KING ST	Yes	\$2,865.00	50.00%	\$1,432.50
011	SR 267 @ E KING ST/W KING ST	Yes	\$2,865.00	50.00%	\$1,432.50
012	SR 12 @ E WASHINGTON ST	Yes	\$2,865.00	50.00%	\$1,432.50
013	SR 267 @ E WASHINGTON ST	Yes	\$2,865.00	50.00%	\$1,432.50
Grand Total					\$20,771.25

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

For Satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of: \$20,771.25

Maintaining Agency

Date

District Traffic Operations Engineer Date

Printed or Typed Name/Title

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY

Effective Date:

Maintaining Agency:

CITY OF QUINCY

CONTRACT #:

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
001	SR 10 @ CLEVELAND ST	Yes	\$2,951.00	50.00%	\$1,475.50
002	SR 10 @ SR 267 (PAT THOMAS PKWY)	Yes	\$2,951.00	75.00%	\$2,213.25
003	SR 10 @ STEWERT ST	Yes	\$2,951.00	50.00%	\$1,475.50
004	SR 10 @ JACKSON ST	Yes	\$2,951.00	50.00%	\$1,475.50
005	SR 10 @ MONROE ST	Yes	\$2,951.00	50.00%	\$1,475.50
006	SR 10 @ ADAMS ST/SR 267 N	Yes	\$2,951.00	75.00%	\$2,213.25
007	SR 10 @ MADISON AVE/SR 12 N	Yes	\$2,951.00	75.00%	\$2,213.25
008	SR 10 @ DUVAL ST	Yes	\$2,951.00	50.00%	\$1,475.50
009	SR 267 @ CR 274 (ML KING BLVD)	Yes	\$2,951.00	50.00%	\$1,475.50
010	SR 12 @ E KING ST	Yes	\$2,951.00	50.00%	\$1,475.50
011	SR 267 @ E KING ST/W KING ST	Yes	\$2,951.00	50.00%	\$1,475.50
012	SR 12 @ E WASHINGTON ST	Yes	\$2,951.00	50.00%	\$1,475.50
013	SR 267 @ E WASHINGTON ST	Yes	\$2,951.00	50.00%	\$1,475.50
014	SCHOOL ZONE	Yes	\$295.00	100.00%	\$295.00

Grand Total

\$21,689.75

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

For Satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of: \$21,689.75

Maintaining Agency

Date

District Traffic Operations Engineer **Date**

Printed or Typed Name/Title

CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and _____, Florida, herein called the "Maintaining Agency".

WITNESSED:

WHEREAS, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and;

WHEREAS, the Maintaining Agency has authorized its undersigned representative to enter into and execute this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal structures (including signal mast arm structure or strain pole), traffic signal systems (central computer, cameras, message signs, modems, and communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software), flashing school-zone traffic control devices and control devices (intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (school zone flashing beacons, pedestrian crossing beacons, Rectangular Rapid Flashing Beacons), emergency/fire department signals and speed activated warning displays). The Maintaining Agency shall be responsible for and the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of their installation. All traffic signals and control devices mentioned in this paragraph shall hereafter be referred to 'Traffic Signals and Devices'.

2. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of the Traffic Signals and Devices full-traffic-signal-locations-and-intersection-control beacons as identified in Exhibit A. Warning beacons, emergency signals, and flashing zone signals are not included. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said Traffic Signals and Devices traffic signals and signal systems upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

4. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs) and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

5. The Department intends to conduct an inspection of the mast arm structures and strain poles every 60 months. The inspection report will document deficiencies that necessitate preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting or repainting; tightening of nuts and replacing missing or deficient bolts (not including anchor bolts); replacing missing cap covers or equivalent; cleaning; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti removal; all signal related issues (lighting, signs and connections); and response to traffic impact including repair and replacement of all components damaged by the traffic impact. Damaged mast arm replacement shall be repaired or replaced by the Maintaining Agency and the Maintaining Agency is authorized to seek reimbursement from the responsible 3rd party. If the Maintaining Agency is unable to recover the costs from a 3rd party, then the Department intends to reimburse the Maintaining Agency for repair or replacement of the mast arm. The Maintaining Agency shall be responsible for preventative maintenance of the mast arm structures. Failure to perform preventative maintenance after notification of inspection deficiency may result in the Maintaining Agency being responsible for the corrective actions.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; repair or replacement of deteriorated anchor bolts and nuts; and replacement of the mast arm when it is determined through the inspection process that the mast arm has reached the end of its service life unless this is due to lack of preventative maintenance by the Maintaining Agency. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work unless under an emergency situation. Any and all work performed by the Maintaining Agency shall conform to the current Department Standard Specifications for Road and Bridge Construction.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures with recoverable costs	May compensate Maintaining Agency for damage repair or replacement of structures when costs are non-recoverable
	Replacement at end of life cycle of the structure

37. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

48. The Maintaining Agency shall ~~set-implement~~ and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, ~~or special provisions,~~ and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.

59. The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

610. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all ~~Traffic Signals and Devices~~ existing traffic signals and intersection control beacons on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New ~~Traffic Signals and Devices~~ signals and intersection control beacons added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon Department final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department ~~Traffic Signals and Devices~~ signals and intersection control beacons added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's ~~Traffic Signals and Devices~~ signals and intersection control beacons in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting

documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

711. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

812. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

913. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

4014. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

4415. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

4216. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

4317. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- (a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.

4418. The Maintaining Agency may be subject to inspections of ~~Traffic Signals and Device~~ traffic signals and traffic signal systems by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient ~~Traffic Signal(s) and Device(s)~~ traffic signal(s) or intersection control beacon(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

19. The Department intends to monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency is required to submit an annual Report on April 1 of each year detailing the following:

- a. Detection device malfunctions shall be repaired or restored within sixty (60) days of discovery and such events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report.
- b. All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. At a minimum, minor preventative maintenance inspection includes verification that all detection is

working, the signal is cycling properly, the ventilation system is functioning and filters are clean. The inspection report should note the location, date of inspection and any items noted.

4620. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

4621. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

4722. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

4823. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

4924. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

2025. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance.

26. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

_____, Florida
(Maintaining Agency)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Print/Type Name: _____

Print/Type Name: _____

Title: _____

Title: _____

Attest: _____
(Seal if Applicable)

Attest: _____

Reviewed:

Legal Review:

Attorney Date

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each fiscal year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches. Intersection Control Beacons are paid at 25% of the Unit Rate for full traffic signal.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons.

Example 1: For a traffic signal intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount for FY 10-11 will be: $\$2,622 \times (2/4) = \$1,311$

Example 2: For an intersection control beacon with 3 approaches, with 2 approaches being state roads, the intersection amount for FY 11-12 will be $\$675 \times (2/3) = \450

Example 3: For a location with a school zone flashing beacon and two speed activated warning displays, the intersection amount for FY 14-15 will be $\{(\$295 \times 1) + (\$148 \times 2)\} = \$591$

Unit Rates per 100% State Intersections

FY	Traffic Signals (TS)	Intersection Control Beacon (ICB) (0.25*TS)	Pedestrian Flashing Beacon (PFB) (0.10*TS)	Speed		
				Emergency Fire/Dept. Signal (FDS) (0.25*TS)	Activated Warning Displays (SAWD) (0.05*TS)	Traffic Warning Beacon (TWB) (0.05*TS)
07-08	\$2,400	\$0				
08-09	\$2,472	\$0				
09-10	\$2,546	\$0				
10-11	\$2,622	$0.25 \times \$2,622 = \656				
11-12	\$2,701		$0.25 \times \$2,701 = \675			
12-13	\$2,782		$0.25 \times \$2,782 = \696			
13-14	\$2,866	\$716				
14-15	\$2,951	\$738	\$295	\$738	\$148	\$148
15-16	\$3,040	\$760	\$304	\$760	\$152	\$152
16-17	\$3,131	\$783	\$313	\$783	\$157	\$157

Beginning with FY 07-08, the Unit Rate for each fiscal year is 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.

Youth Protection Ordinance
Quarterly Report
Jan, 2014 to March, 2014

1. # of youth contacted by police officers in violation of the ordinance: 0

2. # of youth who came in contact with police but not in violation of the ordinance:
10

3. # of youth taken into custody and/or turned over to their parents with violations:
none (0)

4. # of youth stopped and it was determined by officers that they were suspended
from school: none (0)

5. # of youth violating daytime (school) hours restrictions: zero (0)

6. # of parents violating the ordinance: Zero (0)

7. # of youth violating the nighttime restrictions of the ordinance: Zero (0)

8. # of crimes committed in conjunction with the youth violating curfew: none (0)

9. # of citations issued to parents or the youth for violating the ordinance: none (0)

Youth Protection Ordinance
Quarterly Report
Jan, 2014 to March, 2014

10. # of youth returned to school: Zero (0)

11. # of business in violation of the ordinance: Zero (0)

12. # of youth transported to the juvenile assessment center: Two (2)

13. # of violation or crimes committed by youth suspended from school: Zero (0)

*QFD Quarterly Activity Report
Jan, Feb, March 2014*

	<u>2014</u>	<u>2013</u>
Total Fire Calls	291	393
City	245	337
County	46	56
Total Man Hours	257 hrs 8 mins	337 hrs 22 mins
City	127 hrs 16 mins	186 hrs 22 mins
County	131 hrs 16 mins	156 hrs 33 mins
Type Fire Calls - City		
Structure	5	6
Vehicle	7	9
False Alarm	0	6
Hazard	5	0
Rescue	0	1
Wood & Grass	1	2
Other	34	25
Type Fire Calls - County		
Structure	11	9
Vehicle	6	13
False Alarm	1	3
Hazard	1	2
Rescue	0	3
Woods & Grass	2	2
Other	22	23
Fire Causes		
Accidental	21	20
Undetermined	7	8
Suspicious	2	3
Arson	1	0
Average Response Time		
City	3.79 mins	3.30 mins
County	8.52 mins	7.40 mins
Average Firefighters per Call		
City	3.89	3.45
County	2.54	2.07
Average Time Spent per Call		
City	25.02 mins	12.11 mins
County	50.47 mins	20.92 mins

QFD Quarterly Activity Report
Jan, Feb, March 2014

	<u>2014</u>	<u>2013</u>
Responses Out of District	0	5
Mutual Aid Responses *	7	3
Deaths	0	0
Injuries	0	0
Fire Prevention Programs	6	6
Fire Safety Inspection	68	6
Fire Investigation	0	0
Plans Review	5	6
Training Man Hours	863 hrs	626 hrs
Hydrants Serviced/Painted	303	0
Utility Turn Ons	196	289
Smoke Detector Installs	5	0

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: May 13, 2014
 Date Submitted: May 9, 2014
 To: Honorable Mayor and Members of the Commission
 From: Mike Wade, Interim City Manager
 Subject: DEP Loan Update

Statement of Issue

In March 2014, the Florida Department of Environmental Protection (DEP) approved a loan to the City of Quincy in the amount of \$564,488.00 for the construction of a Biosolids Facility. On March 7, 2014, funds in the amount of \$480,291.00 were dispersed from DEP to the City.

Analysis

The Biosolids Project is substantially complete and the table below provides a detail of the project costs.

Detailed Project Cost

Item #	Description	Units	Quantity	Unit Cost	Total Cost
1	Bonds/Liability/Vehicle Insurance	LS	1	\$ 10,000.00	\$ 10,000.00
2	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00
3	Yard Piping	LS	1	\$ 21,162.00	\$ 21,162.00
4	Site Work	LS	1	\$ 13,860.00	\$ 13,860.00
5	Building	LS	1	\$ 59,112.00	\$ 59,112.00
6	Screw Press System	LS	1	\$ 34,518.00	\$ 34,518.00
7	Electrical	LS	1	\$ 34,220.00	\$ 34,220.00
	Total Contract				\$ 182,872.00
8	Screw Press Purchase by Quincy				\$ 297,350.00
9	Engineering Allowance				\$ 54,428.00
10	Technical Services During Construction				\$ 9,500.00
11	Contingency				\$ 20,338.00
	Total				\$ 564,488.00

Construction on the project began in June 2013 and expenses were incurred by the City for contractual work and engineering services in the amount of \$213,081. The City also purchased the Screw Press equipment directly from the manufacturer for \$297,350. When funds were received from DEP, they were applied to the Capital City Bank line of

credit to provide a reimbursement for the contractual and engineering expenses that were drawn from the line of credit. However, the balance for the screw press remained outstanding. When the monthly payment to the energy provider was paid, the account balance was marginally insufficient to make the screw press payment. The attached activity shows the payment received from DEP on 3/7/2014 and payments to the line of credit on 3/7/2014. Currently, the balance in the account is adequate to make the outstanding payment on the screw press.

Attachments:

1. Resolution 1311-2014 – Construction Loan Closing
2. Disbursement Request Form
3. CCB Activity Sheet

RESOLUTION NO. 1311 – 2014

A RESOLUTION OF THE CITY OF QUINCY TO FACILITATE THE CLOSING OF A CONSTRUCTION LOAN FROM THE DEPARTMENT OF ENVIRONMENTAL PROTECTION'S STATE REVOLVING FUND PROGRAM FOR THE QUINCY WASTEWATER TREATMENT PLANT BIOSOLIDS DEWATERING FACILITY

WHEREAS, this Resolution constitutes a valid and legal obligation of the City of Quincy to facilitate the closing of a construction loan from the Florida Department of Environmental Protection's State Revolving Loan Fund, in the amount of \$564,488 for the "Quincy Wastewater Treatment Plant Biosolids Dewatering Facility"; and

WHEREAS, the loan will provide funding for the design, construction and services during construction plus contingencies at a rate of 1.25%; and

WHEREAS, the City of Quincy filed a Request for Inclusion on or about January 1, 2012, to participate in the state revolving fund programs provided by the Florida Department of Environmental Protection; and

WHEREAS, the Department of Environmental Protection, during a Public Hearing, on or about August 12, 2012, approved the City's request for inclusion in the state revolving fund program; and

WHEREAS, the Department of Environmental Protection sent a January 14, 2013 letter to the City Manager, Jack L. McLean Jr., authorizing the City of Quincy to incur construction costs on the "Quincy Wastewater Treatment Plant Biosolids Dewatering Facility" and to proceed with construction without further delay; and

WHEREAS, the Department of Environmental Protection approved the loan amount of \$564,488 for the City of Quincy for the "Quincy Wastewater Treatment Plant Biosolids Dewatering Facility" at a hearing on February 13, 2013; and

WHEREAS, the annual payment amount amortized over 20 years for the loan is estimated to be approximately \$36,981 per year; and

WHEREAS, the City of Quincy, on March 26, 2013, awarded the bid to the lowest responsible bidder for the construction of the "Quincy Wastewater Treatment Plant Biosolids Dewatering Facility" and authorized the City Manager to execute the loan agreement with the Florida Department of Environmental Protection in the amount of \$564,488; and

WHEREAS, the successful bidder was approved by the Florida Department of Environmental Protection on April 19, 2013; and

WHEREAS, the successful bidder, North Florida Construction Company, Inc. started work shortly after April 19, 2013, completed the work on the "Quincy Wastewater Treatment Plant Biosolids Dewatering Facility" in January 2014 and submitted invoices for the work done to the City of Quincy; and

WHEREAS, the City of Quincy submitted a loan application to the Florida Department of Environmental Protection for the "Quincy Wastewater Treatment Plant Biosolids Dewatering Facility" on or about June 12, 2013; and

WHEREAS, the Florida Department of Environmental Protection, after review of the loan application and subsequent submittal materials, reached the conclusion that a rate adjustment was required pursuant to the existing loan documents with the City: the Drinking Water State Revolving Fund Construction Loan, DW2006010, Clean Water State Revolving Fund Loan, WW641090 and Clean Water State Revolving Fund Loan, 64107P; and

WHEREAS, The City Commission of the City of Quincy recognizes its existing loan obligations pursuant to the rate covenant provisions contained in the Florida Department of Environmental Protection loan agreements; and

WHEREAS, The City Commission of the City of Quincy seeks to provide the necessary assurances sought by the Florida Department of Environmental Protection to close the loan for the "Quincy Wastewater Treatment Plant Biosolids Dewatering Facility;" and

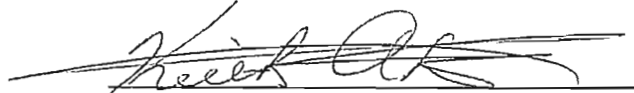
NOW, THEREFORE BE IT RESOLVED, that the City Commission of the City of Quincy will undertake the following activities to adjust the rates for the Water and Sewer funds to facilitate the immediate closing of the loan for "Quincy's Wastewater Treatment Plant Biosolids Dewatering Facility" and in the fulfillment of its obligation under Section 5.01, rate covenant provisions of the heretofore, describes loans with the Florida Department of Environmental Protection:

1. On or before March 15, 2014, the City Commission of the City of Quincy shall amend Section 74-95, water rates, fees and charges, and Section 74-1 18, sewer services and rates, fees and charges, of the Code of Ordinances for the City of Quincy, pursuant to a rate study, to adjust the water and sewer rates to pay the annual sums due in principal and interest on all Florida Department of Environmental Protection loans.

2. The adopted adjusted rates schedule shall bear a certification from the City's rate consultant that the rates are sufficient to cover the loan for the "Quincy Wastewater Treatment Plant Biosolids Dewatering Facility" and the Drinking Water State Revolving Fund Construction Loan, DW2006010, the Clean Water State Revolving Fund Loan, WW641090, and the Clean Water State Revolving Fund Loan, 64107P.

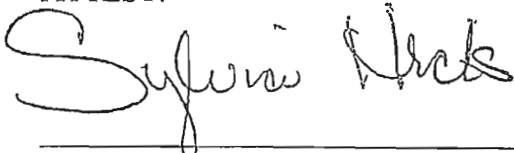
3. The adopted adjusted rates may take effect immediately, but no later than the start of the FY 2015 budget year and then only upon the immediate tender by the City of Quincy of 115% of amount due in FY20-14 for the Clean Water State Revolving Fund Loan 641090 and the "Quincy Wastewater Treatment Plant Biosolids Dewatering" loan. The sums due at closing are estimated to be \$54,867.

PASSED AND ADOPTED by the City Commission of the City of Quincy, Florida, this 28th day of January, 2014.



Keith A. Dowdell, Mayor and
Presiding Officer of the City
Commission of the City of Quincy, Florida

ATTEST:



Sylvia Hicks
Clerk of the City of Quincy and
Clerk of the City Commission thereof

Water Pollution Control Disbursement Request Form
State Revolving Fund Programs

1. Project Sponsor City of Quincy
2. Project Number WW200100
3. Disbursement Request Number 1
4. Type of Request: Partial Final
5. Federal Employer Identification Number _____
6. Mail EFT Send Remittance to:

(This must match an address setup in MyFloridaMarketPlace.com as the Vendor address).

FIN: 59-6000416

Address: 404 West Jefferson Street

Quincy, FL 32351

Disbursement Details

(Rounded to the nearest dollar)

1. Allowance (no invoice needed)
2. Construction and Demolition (attach pay estimates)
3. Technical Services during Construction (attach invoices)
4. Other (must be specified in agreement)
-
5. Total cumulative to date
6. Disbursements previously requested
7. Amount requested for disbursement

	Amount This Request	Total Cumulative
1.	\$ 31,443	\$ 31,443
2.	\$ 439,538.40	\$ 439,538.40
3.	\$ 9,310	\$ 9,310
4.	\$	\$
5.		\$ 480,291.40
6.		\$ (0)
7.	\$ 480,291.40	\$ 480,291.40
	(Total of lines 1 through 4)	(Line 5 minus Line 6)

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: ****

Florida Department of Environmental Protection
Bureau of Water Facilities Funding MS 3505
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Project Sponsor:
Project Number:
Disbursement Request Number:

City of Quincy
WW200100
1

Construction and Demolition

Item Description	Amount
1 FKC Co., Ltd. 11-6-13 Invoice	\$ 267,615.00
2 North Florida Construction, Inc. Pay Request No. 1	\$ 18,000.00
3 North Florida Construction, Inc. Pay Request No. 2	\$ 46,906.71
4 North Florida Construction, Inc. Pay Request No. 3	\$ 16,251.29
5 North Florida Construction, Inc. Pay Request No. 4	\$ 24,038.50
6 North Florida Construction, Inc. Pay Request No. 5	\$ 49,001.40
7 North Florida Construction, Inc. Pay Request No. 6	\$ 17,725.50
Total	\$ 439,538.40


Technical Services during Construction

Item Description	Amount
1 Hatch Mott MacDonald Invoice No. 170930, Task 7	\$ 475.00
2 Hatch Mott MacDonald Invoice No. 173059, Task 7	\$ 2,375.00
3 Hatch Mott MacDonald Invoice No. 174542, Task 7	\$ 950.00
4 Hatch Mott MacDonald Invoice No. 176652, Task 7	\$ 950.00
5 Hatch Mott MacDonald Invoice No. 178273, Task 7	\$ 475.00
6 Hatch Mott MacDonald Invoice No. 179913, Task 7	\$ 950.00
7 Hatch Mott MacDonald Invoice No. 181978, Task 7	\$ 1,425.00
8 Hatch Mott MacDonald Invoice No. 183894, Task 7	\$ 1,710.00
Total	\$ 9,310.00

**Engineer's Certification
of Disbursement Request**

I, Catalina Weaver, being the Professional Engineer retained by
(name of Professional Engineer)
City of Quincy, am responsible for overseeing construction of the
(name of Project Sponsor)
project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements and Florida Administrative Code Rule 62-604.600 (2)(b) or Rule 62-620.630(2)(a) for CWSRF or Florida Administrative Code Rule 62-555.540 (2)(b) or Rule 62-555.520(3) for DWSRF, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the contract documents;
5. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing to the Department.



Signature of Professional Engineer

Hatch Mott MacDonald
Firm or Affiliation

2-12-14
(Date)

71471
(P.E. Number)

NOTE: This certification is not required for Preconstruction Disbursement Requests or Allowance Requests for Construction Disbursements.

Capital City Bank: Activity March 2013

Posted Date	Serial Number	Description	Amount (Out) / In	Running Balance	
3/3/2014		0 Point Pay Coll 8888916064CCD 6058	5,430.17	779,138.99	
3/3/2014	1027	Chargeback	(400.54)	778,738.45	
3/3/2014	303143806	Transf to COMM REDEV TRUST Gadsden Co TIF 2/28/14 Confirm	(288,997.79)	489,740.66	County TIF to CRA
3/3/2014		0 Trsf To DDA Acct No. 6674026702	(34,440.93)	455,299.73	
3/3/2014		0 Trsf To DDA Acct No. 6673226403-D	(10,925.00)	444,374.73	
3/3/2014		0 Trsf To DDA Acct No. 6673226402-D	(4,351.79)	440,022.94	
3/3/2014		0 Trsf To Loan Acct No. 6673226457	(2,996.80)	437,026.14	
3/3/2014		0 MERCHANT SERVICEMERCH FEE CCD 0852897727	(32.99)	436,993.15	
3/4/2014		0 Point Pay Coll 8888916064CCD 6058	5,910.73	442,903.88	
3/4/2014		0 Deposit	140,261.92	583,165.80	
3/4/2014		0 Deposit	58,817.33	641,983.13	
3/4/2014		0 Chargeback	(2,19.00)	641,764.13	
3/4/2014		0 Trsf To DDA Acct No. 6673226403-D	(4,046.79)	637,717.34	
3/4/2014		0 Trsf To DDA Acct No. 6673226402-D	(423.71)	637,293.63	
3/4/2014		0 CITY OF QUINCY EFT PPD	(5,936.65)	631,356.98	
3/4/2014		0 CITY OF QUINCY EFT PPD	(2,413.01)	628,943.97	
3/4/2014		0 CITY OF QUINCY EFT PPD	(192.00)	628,751.97	
3/5/2014	305141532	Trsf from REG SAV 0015 Pmt remaining LOC Confirmation nt	486,493.07	1,115,245.04	LOC payment transfer in from Reg Sav account
3/5/2014		0 Point Pay Coll 8888916064CCD 6058	19,890.06	1,135,135.10	
3/5/2014		0 AVISTA ADVANTAGEEDI PYMNTSCTX ST*820*000000256\ BPF	7,574.53	1,142,709.63	
3/5/2014		0 Point Pay Coll 8888916064CCD 6058	1,841.65	1,144,551.28	
3/5/2014		0 Point Pay Coll 8888916064CCD 6058	1,410.13	1,145,961.41	
3/5/2014	2604	Chargeback	(2,102.00)	1,143,859.41	
3/5/2014		0 Trsf To DDA Acct No. 6673226403-D	(24,259.00)	1,119,600.41	
3/5/2014		0 Trsf To DDA Acct No. 6674026701	(18,538.00)	1,101,062.41	
3/5/2014		0 Trsf To DDA Acct No. 6673226402-D	(2,303.61)	1,098,758.80	
3/5/2014		0 IRS USATAXPYMTCDD 270446454792844	(42,216.93)	1,056,541.87	
3/5/2014		0 IRS USATAXPYMTCDD 270446451484347	(35.00)	1,056,506.87	
3/6/2014		0 Point Pay Coll 8888916064CCD 6058	11,662.88	1,068,169.75	
3/6/2014		0 TDS/USCC AP PYMTACH XMIT CCD 101933	412.25	1,068,582.00	
3/6/2014		0 STATE OF FLORIDAPAYMENTS CTX ST*820*000000274\ BPR*	200.00	1,068,782.00	
3/6/2014		0 AVISTA ADVANTAGEEDI PYMNTSCTX ST*820*000000079\ BPF	89.73	1,068,871.73	
3/6/2014		0 Deposit	53,481.17	1,122,352.90	
3/6/2014		0 Deposit	49,725.70	1,172,078.60	
3/6/2014		0 Trsf To DDA Acct No. 6673226403-D	(44,747.77)	1,127,330.83	
3/7/2014		0 STATE OF FLORIDAPAYMENTS CTX ST*820*000000240\ BPR*	480,291.00	1,607,621.83	DEP Loan
3/7/2014		0 IMERYS FiltrationCCD City of Quincy	16,871.51	1,624,493.34	
3/7/2014		0 CITY OF QUINCY UTILITY PDPPD	15,860.57	1,640,353.91	
3/7/2014		0 Point Pay Coll 8888916064CCD 6058	7,549.28	1,647,903.19	
3/7/2014		0 CASS INFO. CARR.CONC ACCTSCCD CITY032351A	3,771.40	1,651,674.59	
3/7/2014		0 EXPENSE CHECKS EFT CCD 6673226401	1,244.14	1,652,918.73	
3/7/2014		0 TDS/USCC AP PYMTACH XMIT CCD 101933	571.12	1,653,489.85	
3/7/2014		0 AVISTA ADVANTAGEEDI PYMNTSCTX ST*820*000000027\1\ BPF	412.68	1,653,902.53	
3/7/2014		0 Deposit	118,032.90	1,771,935.43	
3/7/2014	307141192	Transf to SMART GRID CONSTRUCT Refund XT of 3/5/14 LOCpr	(486,493.07)	1,285,442.36	LOC payments (Bank needed a paper check)

Capital City Bank: Activity March 2013

Posted Date	Serial Number	Description	Amount (Out) / In	Running Balance	
3/7/2014	307141179	Transf to SMART GRID CONSTRUCT Refund XT of 2/21/14 LOC	(200,000.00)	1,085,442.36	LOC payments (Bank needed a paper check)
3/7/2014	307141188	Transf to SMART GRID CONSTRUCT Refund XT of 2/24/14 LOC	(100,000.00)	985,442.36	LOC payments (Bank needed a paper check)
3/7/2014	307141200	Transf to SMART GRID CONSTRUCT Refund XT of 3/6/14 LOC	(4,468.68)	980,973.68	LOC payments (Bank needed a paper check)
3/7/2014		0 Trsf To DDA Acct No. 6673226403-D	(361.79)	980,611.89	
3/10/2014		0 Point Pay Coll 8888916064CCD 6058	5,928.81	986,540.70	
3/10/2014		0 AVISTA ADVANTAGEEDI PYMNTSCTX ST*820*000000262\BPF	513.25	987,053.95	
3/10/2014		0 Trsf To DDA Acct No. 6673226403-D	(330.12)	986,723.83	
3/11/2014		0 Point Pay Coll 8888916064CCD 6058	11,230.53	997,954.36	
3/11/2014		0 CASS INFO. CARR.CONC ACCTSCCD CITYO32351A	914.84	998,869.20	
3/11/2014		0 Deposit	40,919.92	1,039,789.12	
3/11/2014		0 Deposit	11,979.64	1,051,768.76	
3/11/2014		0 Trsf To DDA Acct No. 6673226403-D	(100,900.78)	950,867.98	
3/12/2014		0 Point Pay Coll 8888916064CCD 6058	22,212.98	973,080.96	
3/12/2014		0 CASS INFO. CARR.CONC ACCTSCCD CITYO32351A	2,408.17	975,489.13	
3/12/2014		0 Point Pay Coll 8888916064CCD 6058	1,857.38	977,346.51	
3/12/2014		0 Point Pay Coll 8888916064CCD 6058	1,445.23	978,791.74	
3/12/2014		0 Deposit	26,721.13	1,005,512.87	
3/12/2014	1251	Chargeback	(50.00)	1,005,462.87	
3/12/2014		0 Trsf To Loan Acct No. 6673226459	(2,296.70)	1,003,166.17	
3/12/2014		0 Trsf To DDA Acct No. 6673226403-D	(1,849.27)	1,001,316.90	
3/13/2014		0 Point Pay Coll 8888916064CCD 6058	4,070.06	1,005,386.96	
3/13/2014		0 Trsf To DDA Acct No. 6673226403-D	(178,542.95)	826,844.01	
3/13/2014		0 Miscellaneous Debit	(134.59)	826,709.42	
3/13/2014		0 IEC 03.12.14 - SEQ #2000651	(50.00)	826,659.42	
3/13/2014		0 GEORGIA ITS TAX GA TX PYMTCCD 453466208	(237.58)	826,421.84	
3/13/2014		0 GEORGIA ITS TAX GA TX PYMTCCD 2072224672	(65.44)	826,356.40	
3/14/2014		0 Point Pay Coll 8888916064CCD 6058	3,842.96	830,199.36	
3/14/2014		0 AVISTA ADVANTAGEEDI PYMNTSCTX ST*820*000000284\BPF	443.31	830,642.67	
3/14/2014		0 STATE OF FLORIDAPAYMENTS CTX ST*820*000000464\BPR*	95.00	830,737.67	
3/14/2014		0 Deposit	45,783.94	876,521.61	
3/14/2014		0 Deposit	30,894.53	907,416.14	
3/14/2014		0 Trsf To DDA Acct No. 6673226402-D	(118,429.05)	788,987.09	
3/14/2014		0 Trsf To DDA Acct No. 6673226403-D	(20,238.60)	768,748.49	
3/17/2014		0 Point Pay Coll 8888916064CCD 6058	11,367.22	780,115.71	
3/17/2014		0 STATE OF FLORIDAPAYMENTS CTX ST*820*000001157\BPR*	1,281.91	781,397.62	
3/17/2014		0 CASS INFO. CARR.CONC ACCTSCCD CITYO32351A	765.81	782,163.43	
3/17/2014		0 STATE OF FLORIDAPAYMENTS CTX ST*820*000000341\BPR*	676.00	782,839.43	
3/17/2014		0 LDS CHURCH PAYMENT CTX ST*820*0001\BPR*C*500.48*	500.48	783,339.91	
3/17/2014		0 STATE OF FLORIDAPAYMENTS CTX ST*820*000000340\BPR*	4.67	783,344.58	
3/17/2014		0 Deposit	51,603.84	834,948.42	
3/17/2014	317142682	Transf to ENERGY PROVIDER ACCT FMPA Jan31: 551,708.84 C	(552,000.00)	282,948.42	
3/17/2014		0 Trsf To DDA Acct No. 6673226403-D	(34,886.53)	248,061.89	
3/17/2014		0 Trsf To Loan Acct No. 6673226450	(3,450.96)	244,610.93	
3/17/2014	317142646	Transf to Quincy Bend Flex spend: PR03/14/14 Confirmation numt	(543.00)	244,067.93	
3/17/2014		0 Trsf To DDA Acct No. 6673226402-D	(173.35)	243,894.58	

Capital City Bank: Activity March 2013

Posted Date	Serial Number	Description	Amount (Out) / In	Running Balance
3/18/2014	0	BASFISO PAYMENTS CTX ST*820*000017807\ BPR*C*15E	159,016.13	402,910.71
3/18/2014	0	Point Pay Coll 8888916064CCD 6058	15,063.05	417,973.76
3/18/2014	0	AVISTA ADVANTAGEEDI PYMNTSCTX ST*820*0000002361\ BPF	308.05	418,281.81
3/18/2014	0	Deposit	84,049.10	502,330.91
3/18/2014	0	IEC 03.17.14 - SEQ #2282126	29,980.00	532,310.91
3/18/2014	0	Chargeback	(205.24)	532,105.67
3/18/2014	0	Trsf To DDA Acct No. 6673226403-D	(248,473.04)	283,632.63
3/18/2014	0	CITY OF QUINCY EFT PPD	(5,784.52)	277,848.11
3/18/2014	0	CITY OF QUINCY EFT PPD	(2,213.01)	275,635.10
3/18/2014	0	CITY OF QUINCY EFT PPD	(192.00)	275,443.10
3/19/2014	0	AVISTA ADVANTAGEEDI PYMNTSCTX ST*820*000000254\ BPF	15,360.30	290,803.40
3/19/2014	0	TDS/USCC AP PYMTACH XMIT CCD 101933	9,110.73	299,914.13
3/19/2014	0	Point Pay Coll 8888916064CCD 6058	3,914.97	303,829.10
3/19/2014	0	STATE OF FLORIDAPAYMENTS CTX ST*820*000000926\ BPR*	2,623.93	306,453.03
3/19/2014	0	Point Pay Coll 8888916064CCD 6058	912.54	307,365.57
3/19/2014	0	Point Pay Coll 8888916064CCD 6058	635.13	308,000.70
3/19/2014	0	Deposit	63,704.07	371,704.77
3/19/2014	126	Chargeback	(377.94)	371,326.83
3/19/2014	95	Chargeback	(200.00)	371,126.83
3/19/2014	0	Trsf To DDA Acct No. 6673226403-D	(7,208.57)	363,918.26
3/19/2014	319141439	Transf to COMM REDEV TRUST Cash fr Regions Bk CRA acct Cc	(1,728.59)	362,189.67
3/19/2014	0	IRS USATAXPYMTCCD 270447841536683	(39,970.15)	322,219.52
3/20/2014	0	Point Pay Coll 8888916064CCD 6058	3,727.32	325,946.84
3/20/2014	0	STATE OF FLORIDAPAYMENTS CTX ST*820*000001220\ BPR*	361.08	326,307.92
3/20/2014	0	Deposit	57,333.71	383,641.63
3/20/2014	0	Trsf To DDA Acct No. 6673226403-D	(79,384.87)	304,256.76
3/20/2014	0	FLA DEPT REVENUEC22 CCD 00000000327799	(39,657.17)	264,599.59
3/20/2014	0	FLA DEPT REVENUEC01 CCD 00000000327799	(35,726.86)	228,872.73
3/20/2014	0	FLA DEPT REVENUEC63 CCD 000000015520937	(595.35)	228,277.38
3/21/2014	0	STATE OF FLORIDAPAYMENTS CTX ST*820*000001485\ BPR*	19,594.85	247,872.23
3/21/2014	0	Point Pay Coll 8888916064CCD 6058	5,513.32	253,385.55
3/21/2014	0	GOLDCO OPER GOLDCO CCD City of Quincy	5,324.57	258,710.12
3/21/2014	0	STATE OF FLORIDAPAYMENTS CTX ST*820*000001088\ BPR*	2,164.24	260,874.36
3/21/2014	0	STATE OF FLORIDAPAYMENTS CTX ST*820*000000252\ BPR*	845.75	261,720.11
3/21/2014	0	CASS INFO. CARR.CONC ACCTSCCD CITY032351A	265.40	261,985.51
3/21/2014	0	GOLDCO OPER GOLDCO CCD City of Quincy	31.50	262,017.01
3/21/2014	0	Deposit	143,811.67	405,828.68
3/21/2014	0	Trsf To DDA Acct No. 6673226403-D	(5,485.24)	400,343.44
3/21/2014	0	MUNICIPAL GAS SOGADRFT CCD QUINCY	(177,898.16)	222,445.28