

Sponsored by: Hernstadt

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2010-119**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING CERTAIN PURCHASES IN EXCESS OF \$10,000 AND LESS THAN \$25,000; AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City Council of the City of Marathon, Florida (the "City"), adopted Purchasing Policies and Procedures after determining that it was fiscally prudent and in the best interests of the City's residents for the City to adopt policies and procedures for City employees and officials regarding the purchasing and acquisition of contractual services, equipment, goods, professional services and other similar types of services; and

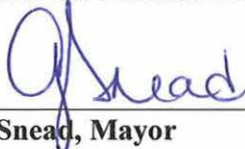
**WHEREAS**, pursuant to Resolution 2007-156, the City Council amended the Purchasing Policies and Procedures to provide that any purchases over \$10,000 and less than \$25,000 must be placed on a City Council agenda as a consent item for approval prior to execution of the contract or consummation of the purchase; and

**WHEREAS**, the City Council has authorized the purchase agreement of the item set forth on Exhibit "A," attached hereto; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

- Section 1.** The above recitals are true and correct and incorporated herein.
- Section 2.** Based upon the recommendation of the City Manager the City Council hereby approves the purchase set forth in Exhibit "A," attached hereto and incorporated herein, and the City Manager or designee is authorized to execute any agreements in connection with these purchases.
- Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 9<sup>th</sup> DAY OF NOVEMBER, 2010.**

**THE CITY OF MARATHON, FLORIDA**  
  
\_\_\_\_\_  
**Ginger Snead, Mayor**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**ATTEST:**

*Diane Clavier*

\_\_\_\_\_  
Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

*[Handwritten Signature]*

\_\_\_\_\_  
City Attorney



## VoIP and Data Bundle

### Customer Information

Customer Name	CITY OF MARATHON	EAN	4202591
Install Street Address	9805 OVERSEAS HWY	City, State, Zip	MARATHON, Florida , 33050-3339
Main Telephone Number	(305)743-0033	Market	MIAMI
Contact Name	Diane Clavier	Proposal ID	1421591
Account Representative	Alison Richards	Proposal Type	New
Dealer Name	Eau Gallie Telephone Co	Term	3 Years

Bundled Services	Total Qty	Price/Unit	Total Price	Adjusted Price
Analog Line	2	--	--	--
ISDN PRI (B+D Channels)	22	--	--	--
Bandwidth	3Mbps	--	--	--
Transport T1	2	--	--	--
Virtual Private Network Bandwidth	3 Mbps	--	--	--
<b>Total Services</b>			<b>\$5,314.60</b>	<b>\$516.66</b>

Features	Included	Total Qty	Price/Unit	Total Price	Adjusted Price
<b>VoIP and Data Bundle Feature Package</b>					
Basic Feature Bundle	--	1		\$40.00	\$40.00
<b>Voice Local Features</b>					
Caller ID	24	24		\$0.00	\$0.00
DID Numbers	20	168		\$34.04	\$29.60
Directory Assistance Calls	1	1		\$0.00	\$0.00
Directory Listing	1	1		\$0.00	\$0.00
<b>Voice Long Distance Features</b>					
Long Distance Blocks (1000 minutes)	1	1		\$0.00	\$0.00
Long Distance Minute	--	1		\$.05/min	\$.05/min
<b>Voice Conferencing Features</b>					
Audio and Web Bucket (100 minutes)	1	1		\$0.00	\$0.00
Reservationless Audio	--	1		\$0.08/min	\$0.08/min
Web Conferencing	--	1		\$0.14/min	\$0.14/min
<b>Bandwidth Data Features</b>					
Data Equipment Maintenance	--	1		\$10.95	\$10.95
Static IP Address	--	1		\$2.95	\$2.95
<b>VPN Features</b>					
QoS Business Critical	--	2		\$400.00	\$400.00
<b>Total Features</b>					<b>\$483.50</b>

Other Charges (Monthly)	Total Qty	Price/Unit	Total Price	Adjusted Price
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Total Other Charges (Monthly) \$0.00

Other Charges (Non-Recurring)	Total Qty	Price/Unit	Total Price	Adjusted Price
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Total Other Charges (Non-Recurring)				\$0.00
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Total Solution	Total Price	Adjusted Price
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Total Monthly Recurring Charges		\$1,000.16
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Total Non-Recurring Charges		\$0.00
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In the event Customer makes changes to its services during the initial term of agreement, Customer is responsible for maintaining a Minimum Monthly Commitment of 85% of the Total Monthly Recurring Charges.

Minimum Monthly Commitment \$850.14

Service Information

This proposal and all Windstream NuVox, Inc. and its affiliates Services shall be governed by the terms and conditions of the Customer Service Agreement ("CSA") entered between the parties. Please ask your sales representative for a copy of Windstream's standard CSA to review the additional terms applicable to Windstream's Services. Windstream reserves the right to choose the transport method for Customer's Service. In the event that a particular transport method is not available to support Service and/or if the cost of providing Service is higher than expected, Windstream reserves the right to cancel this proposal.

Customer must subscribe to a minimum of one voice service (channel or call path) to qualify for LD Block Minutes. LD Blocks are not available on Business Lines. LD Block minute rates vary based on term commitment. Interstate, Intrastate and 800 inbound usage will apply to LD Block Minutes. Any domestic usage above LD Block subscription amount and any Conferencing and International will be billed at the rate per minute published in Windstream's currently-posted Terms and Condition/Price List(s). Unused Block minutes are subject to expiration at the end of the period specified in Windstream's currently-posted Terms and Condition/Price List(s).

Authorized Windstream Representative Name	<u>Alicia Richardson</u>	
Authorized Windstream Representative Signature	<u>Alicia Richardson</u>	Date <u>10-29-10</u>
Authorized Customer Name	<u>Roger Hefstadd</u>	
Authorized Customer Signature	<u>Roger Hefstadd</u>	Date <u>10/29/10</u>



REQUEST FOR RELEASE OF CUSTOMER INFORMATION

The undersigned hereby appoints Windstream NuVox, Inc. and its affiliates to act as an agent on its behalf for the sole purpose of obtaining customer information from:

AT&T

(Customer's current Local Telephone Company)

The undersigned hereby authorizes the Local Telephone Company to make all pertinent information available, including the results of an account research and itemization for specified Billing Telephone Numbers, to Windstream Communications, and to work with and follow Windstream Communications' instructions with reference to the above-mentioned matters.

Billing Telephone Number(s): 305-743-0033  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*SIGNATURE: [Handwritten Signature]  
PRINTED NAME: Roger T. Hernstadt  
TITLE: City Manager

COMPANY NAME: CITY OF MARATHON  
COMPANY INSTALLATION ADDRESS: 9805 OVERSEAS HWY, MARATHON, FL, 330503339  
DATE: 10-28-10

\*Signature on this document does not authorize a change in telecommunications providers.

CUSTOMER SERVICE AGREEMENT

x	New Customer	Customer Name: CITY OF MARATHON		
		Address for service: 9805 OVERSEAS HWY		
	Existing Customer	City: MARATHON	State: FL	Zip: 330503339
Services to be provided at above location unless different address indicated on Proposal(s) attached hereto. If CSA covers services at multiple locations, Proposal for each location must be attached.				

This Customer Service Agreement ("CSA") is made by and between Windstream NuVox, Inc., a Delaware corporation, and its affiliates ("Company") having its principal place of business at 4001 Rodney Parham Rd., Little Rock, AR 72212 and the customer ("Customer"):

**1. Services to be Provided; Proposal(s).** Company agrees to provide and Customer agrees to purchase the Services and equipment ("Services") described on the Proposal(s) and/or set forth in Company's Terms and Conditions or Tariffs, each incorporated by reference. The Proposal(s) expire thirty (30) days from their creation date except that such Proposal(s) shall be extended if signed by Company after their expiration date(s). The Proposal(s) may not include certain taxes, surcharges, assessments, and/or fees that are based on Company's Tariffs, price lists and/or other federal, state and local taxes, fees, assessments, and surcharges imposed by Company or any governmental authority (collectively, "Fees"). Customer shall pay all such Fees unless Customer signs a tax exemption certificate proving that it is exempt from same within thirty (30) days of execution of this CSA. Company's commitment to provide Services is subject to approval of Customer's credit, approval of the suitability of Customer's premises, and receipt of all paperwork. Customer acknowledges and agrees that it will not use the Services for its own end users and/or customers as a provider of any sort, telecommunications or otherwise.

**2. Term of CSA; Renewal; Termination; Termination Fees.** This CSA shall become effective on the date it is signed by Company and shall continue for the Term Commitment set forth in the Proposal(s) until replaced with a new CSA or terminated pursuant to the terms of this CSA. If this is Customer's first installation of Company Services at the applicable location(s), the Term Commitment for such location(s) shall begin on the date Services commence (the "Installation Date"). Supplemental requests for changes are subject to applicable fees and charges, and may affect the actual Installation Date. If Customer currently receives Services from Company, any rate or Service changes ("Changes") will become effective at the start of next bill cycle after Changes have been made, which could be at least two billing cycles from the effective date of this CSA. The Term Commitment for Changes shall commence on the date of the bill cycle on which the billing or Service changes appear. Upon expiration of the Term Commitment for a location, this CSA shall renew automatically for successive one (1) year renewal terms (each, a "renewal term") until terminated or cancelled pursuant to the terms hereof.

Either party may terminate this CSA by providing at least thirty (30) days written notice to the other party prior to the end of the initial Term Commitment or a renewal term or if the other party is in default of any material provision hereof and such default is not cured within thirty (30) days after the non-defaulting party gives the defaulting party written notice. Customer's right to terminate for cause shall be limited to termination of the Services at the affected location(s) only. Any Customer notice must be sent via first class certified mail, return receipt requested, to: Company, P.O. Box 6068, Greenville, SC 29606, ATTN: Customer Care. Company may cancel Google services at any time on thirty days notice and, at its option, may either terminate the Google services altogether or move Customer to another similar platform. In the event Company terminates the Google services or in the event that Customer downgrades or cancels its Google Services, Customer is solely responsible for downloading all Customer's information to its computer within thirty (30) days. If Customer terminates this CSA following its execution but prior to the installation of Services, Customer shall pay Company a Cancellation Charge of \$1000 per T1 or T1 equivalent or \$250 per DSL line (BizPac). **CUSTOMER'S RATES AND OTHER APPLICABLE DISCOUNTS ARE BASED UPON CUSTOMER'S COMMITMENT TO PURCHASE SERVICES FOR THE TERM COMMITMENT OR RENEWAL TERM. IF CUSTOMER TERMINATES THIS CSA AND/OR ANY SERVICES AT A LOCATION PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM FOR SUCH LOCATION (OTHER THAN AS PROVIDED ABOVE), OR IF COMPANY TERMINATES THIS CSA PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM DUE TO CUSTOMER'S MATERIAL BREACH, CUSTOMER AGREES TO PAY TO COMPANY, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AN AMOUNT EQUAL TO THE MONTHLY RECURRING CHARGES ("MRC") MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM. CUSTOMER AGREES THAT THE ACTUAL DAMAGE TO COMPANY IS DIFFICULT TO ASCERTAIN AND THAT THE AMOUNTS FIXED FOR LIQUIDATED DAMAGES ARE A REASONABLE ESTIMATE OF THE ACTUAL REDUCTION IN THE VALUE OF THIS CSA THAT COMPANY WILL SUSTAIN.**

**3. Customer Relocation.** Customer agrees to provide sixty (60) days advance notice to Company if Customer will move Services to a different location and Customer will incur installation charges for the new location based on the months of active service, as follows: \$2000 for 0-6 months, \$1250 for 7-12 months, \$1000 for 13-18 months, \$750 for 19-24 months, and \$250 after 24 months. Customer will be required to enter into new CSA for such new location or Company will apply the liquidated damages set forth in Section 2 for the terminated location. Charges could apply and monthly fees may be affected. Company does not provide Services beyond specific service boundaries and if Customer moves beyond such boundaries, Company will apply the liquidated damages set forth in Section 2.

**4. Documents Incorporated by Reference; Commission Oversight.** COMPANY'S SERVICES ARE SUBJECT TO AND THIS CSA INCORPORATES: (i) FOR BOTH REGULATED AND UNREGULATED SERVICES, THE TERMS AND CONDITIONS OF THE TARIFFS WHERE CUSTOMER RECEIVES THE SERVICES OR, IF NO TARIFFS ARE FILED, COMPANY'S SOUTH CAROLINA TARIFFS; (ii) FOR REGULATED AND UNREGULATED SERVICES PROVIDED IN DETARIFFED JURISDICTIONS OR IN THE EVENT SOUTH CAROLINA IS

Customer Initials



PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information. May not be used or disclosed outside Windstream except pursuant to a written agreement.





March 4, 2010: Rev. A

This CSA and all changes to its terms and conditions must be in writing and signed by a Manager or Director on behalf of Company. Hand-written or typed changes to the terms and conditions of this CSA are strictly prohibited and will not be binding on Company. This CSA shall in all respects be governed by and construed in accordance with the laws of Delaware, without regard to its choice of law rules. Customer may not assign this CSA without the written consent of Company. If any part of this CSA is unenforceable, the rights and obligations of the parties shall be construed as if a commercially reasonable provision had been substituted, consistent with law and the parties' undertakings.

10. **International Unblocking.** If Customer has access to Company international calling, Customer is subject to Company's web-posted Terms and Conditions for International Telecommunications Services. Customer and not Company is responsible for securing its customer premises equipment and Customer shall be liable for all charges associated with the customer premises, calling card(s) and/or access numbers, regardless of whether such use (i) is authorized by Customer management, or (ii) involves fraudulent activity. CUSTOMER AUTHORIZES COMPANY TO MONITOR AND RECORD ORAL COMMUNICATIONS WITH COMPANY PERSONNEL REGARDING CUSTOMER'S ACCOUNT OR THE SERVICES FOR THE PURPOSE OF SERVICE QUALITY ASSURANCE. CUSTOMER AGREES THAT COMPANY MAY SEND EMAIL MESSAGES CONCERNING PRODUCTS AND SERVICES.

CUSTOMER	City of Marathon
Signature:	<i>[Handwritten Signature]</i>
Printed Name:	Roger T. Hermsdorf
Title:	City Manager
Date:	10-28-10

WINDSTREAM NUVOX, INC.	
Signature:	<i>[Handwritten Signature]</i>
Printed Name:	Alison Richards
Title:	DDM
Date:	10-29-10



## Because Business is on the Line



### Important Information for Your Business Regarding E911 Service

As a VoIP and Data Bundle (V&DB) customer, you are aware that your communications services with Windstream NuVox, Inc. and its affiliates are delivered using Voice over Internet Protocol (VoIP) technology. Windstream's gold standard 911 architecture differentiates Windstream from many consumer VoIP providers, and is one of the many reasons why Windstream's V&DB product is an excellent fit for so many businesses. However, the Federal Communications Commission (FCC) requires all VoIP providers, including Windstream, to inform their customers of circumstances under which enhanced 911 (E911) service may not be available through the VoIP service or may be limited in some way in comparison to traditional E911 service. Under the FCC's rules, each customer must sign and return this form to acknowledge receipt and understanding of this advisory before service to the customer can be initiated.

### Differences Between Broadband E911 and Traditional E911 Services

Circumstances under which E911 service through VoIP technology may not be available or may be limited in comparison to traditional E911 service include, but are not limited to:

- **Loss of Electrical Power.** If power is lost at your facility, all communications over a broadband T1 will be interrupted, including E911 service. An uninterrupted power supply (UPS) can mitigate this issue and we urge you to provide a backup power supply to ensure continued operation of your equipment.
- **Broadband Connection Failure.** Your broadband connection must be in place for you to contact E911. Please take all necessary measures to prevent a broadband connection disruption through accidental disruption, service suspension for nonpayment, or any other reason, and arrange for alternate means for reaching emergency personnel.
- **Relocation of V&DB Equipment.** In order for E911 services to work properly with V&DB, you must ensure that you advise Windstream of your current address for service, which is known as your "Registered Location," and ensure that your Registered Location does not contain any errors. If you wish to update your Registered Location, Windstream prefers that you do so by sending an email to [911@Windstream.com](mailto:911@Windstream.com); however, if you do not have email access, please call 800-600-5050. *Otherwise, emergency personnel could be dispatched to an incorrect address.*
- **Delays in Updating your Registered Location.** Once you contact Windstream to update your Registered Location, a delay of 48-72 hours may occur before your Registered Location reflects the updated information. During this time, emergency personnel could be dispatched to your previous Registered Location.

Because you may not be able to access E911 emergency services under the circumstances described above you should (1) ensure that you have some alternate means of contacting 911 emergency services; and (2) inform anyone using your V&DB service that they may have to use a Business line, cellular phone or some alternate means to contact 911 emergency services. To assist you in this, Windstream has or will provide you with stickers describing the limitations on E911 availability, which you should place on or near the equipment used to access V&DB.

### Acknowledgement

I have received and understood this notice regarding Windstream's broadband E911 service and how it differs from traditional E911 services. I also acknowledge that my ability to contact emergency services by dialing 911 may be limited or nonexistent under certain circumstances.

I have received warning stickers explaining that E911 service may not be available, and I will place the stickers on or near the equipment I use to access Windstream's V&DB Services. If I did not receive the stickers, I will contact Windstream's Customer Care team at 800-600-5050.

Signature: [Handwritten Signature]  
Title: City manager  
Company Name: City of Marathon  
Date: 10/28/10

PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information. May not be used or disclosed outside Windstream except pursuant to a written agreement.



**ADDENDUM TO CUSTOMER SERVICE AGREEMENT**

This Addendum is entered between Windstream NuVox, Inc. and its affiliates ("Windstream") and City of Marathon ("Customer"), Proposal IDs 1421591 and 1421111 and amends Customer Service Agreement ("CSA") entered between Windstream and Customer ("Parties").

**AUTO RENEWAL**

The following shall be inserted in lieu of sentence six (6) of CSA **Section 2. Term of CSA; Renewal; Termination; Termination Fees:**

Upon expiration of the Minimum Term Commitment for such location, this agreement shall automatically renew on a month-to-month basis at such location until terminated upon thirty (30) days notice by either party.

**RATE INCREASES**

Windstream and Customer agree that notwithstanding anything to the contrary in the Agreement, if during the Minimum Term Commitment of the Agreement Windstream increases Customer's monthly recurring charges for the Services being provided under the Agreement (or, in the case of long distance services, the per minute charge for the such services) by any amount above the amounts set forth in Customer's signed proposal executed contemporaneously with this Agreement, Customer shall have the right at any time following the increase, upon thirty (30) days written notice, to terminate the Agreement without liability other than payment for Services rendered through the termination date. The forgoing right shall not apply to changes to, additions of and/or increases in applicable fees, taxes and other government-mandated charges.

The CSA noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the CSA, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

City of Marathon

Windstream NuVox, Inc. and its affiliates

By: *[Signature]*  
Name: Roger Hennstadt  
Title: City Mgr.

By: *[Signature]*  
Name: Stephen Rieck  
Title: RVP



**ADDENDUM TO CUSTOMER SERVICE AGREEMENT**

This Addendum is entered between Windstream NuVox, Inc. and its affiliates ("Windstream") and City of Marathon ("Customer"), Proposal ID(s) 1421591, 142111 and amends Customer Service Agreement ("CSA") entered between Windstream and Customer ("Parties").

**SATISFACTION GUARANTEE**

Windstream pledges to provide you superior voice and data solutions, as well as customized and hassle-free service. In addition to this value-added service, you will also receive our Satisfaction Guarantee.

If there is a material failure by Windstream in the provision of Services (excluding billing issues) during the Term Commitment following the initial Installation Date ("Satisfaction Period") or renewal date and Windstream fails to cure such material failure within five (5) days of receipt of written notice\* of such failure, you may, within the Satisfaction Period, terminate this Agreement without incurring liquidated damages charges and Windstream will be responsible for reasonable (not to exceed one thousand dollars) charges associated with transferring Services to a new service provider.

\*Customer's written notice must be delivered to Windstream ATTN: Executive Appeals, 301 N. Main Street, Suite 5000, Greenville, South Carolina, 29601. The forgoing applies to new or renewal customers and does not apply to any additional Services ordered hereunder, and the forgoing reimbursement provisions do not apply to Netosphere™ Networking Services and LANLock™ Security Services.

The CSA noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the CSA, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

City of Marathon  
By: [Signature]  
Name: Roger T. Hermsdorf  
Title: City Manager

Windstream NuVox, Inc. and its affiliates  
By: [Signature]  
Name: Stephen Reck  
Title: RVP

## Letter of Agency

Contact Name:	Sales Office: MIAMI
BTN: 3057430033	Dealer Name: Eau Gallie Telephone Co
Company Name: <i>City of Marathon</i>	Sales Rep Name: Alison Richards
Install Address:	Order Date:
Current Carrier: <i>ATTN</i>	
Additional BTNs:	

### Authorization to Change Service Provider(s)

On behalf of the Company, I hereby authorize Windstream NuVox, Inc. and its affiliates to change my Company's provider(s) for the following services from my current telecommunications carrier(s) to Windstream for each of the telephone numbers listed below (check all that are applicable):

<input checked="" type="checkbox"/>	Local
<input checked="" type="checkbox"/>	Intrastate, IntraLATA Long Distance Service (also known as local toll)
<input checked="" type="checkbox"/>	Interstate, InterLATA and International Long Distance
<input checked="" type="checkbox"/>	Internet

I represent that I am at least eighteen years of age. I also represent that I am the party identified in the account records of my local telephone company as responsible for payment or that I have the authority to change telecommunications carriers for each of the telephone numbers identified herein. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one intraLATA carrier, and one interLATA carrier per telephone number. I also understand that by checking beside the services listed above that Company's preferred carrier for the selected services will be changed, but only for those numbers set forth below.

I understand that the monthly rate plan does not include taxes or applicable regulatory fees.

I choose Windstream to act as my agent in order to effectuate the change(s) and authorize Windstream to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, joint user group(s), equipment vendor(s) and consultant(s). By designating Windstream to act as my agent, I do not permit Windstream to change my service to a carrier other than Windstream. In addition, I authorize Windstream to issue all necessary instructions to the foregoing for the purpose of fulfilling its agency on my behalf. This agreement will remain in effect until revoked in writing by the Company.

Numbers: *305-743-0033 289-5000 thru 5059*

*289-5274*

*289-4058 thru 4099*

*289-4100 thru 4157*

*743-8790*

*343-4367*

*743-9604*

I understand that I may consult Windstream Communications, Inc. as to whether a fee applies to change from the Company's current telecommunications carrier(s) to Windstream Communications, Inc.

Company Signature: *[Signature]* Date: *10/28/10*

I understand that by signing above, Company's preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above.

PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information. May not be used or disclosed outside Windstream except pursuant to a written agreement.



## VoIP and Data Bundle

### Customer Information

Customer Name	CITY OF MARATHON FIRE DEPARTMENT	EAN	4202644
Install Street Address	8900 OVERSEAS HWY	City, State, Zip	MARATHON, Florida , 30350-0000
Main Telephone Number	(305)743-0032	Market	MIAMI
Contact Name	Diane Clavier	Proposal ID	1421111
Account Representative	Alison Richards	Proposal Type	New
Dealer Name	Eau Gallie Telephone Co	Term	3 Years

Bundled Services	Total Qty	Price/Unit	Total Price	Adjusted Price
Bandwidth	3Mbps	--	--	--
Transport T1	2	--	--	--
Virtual Private Network Bandwidth	YES	--	--	--
<b>Total Services</b>			<b>\$5,119.48</b>	<b>\$589.98</b>

Features	Included	Total Qty	Price/Unit	Total Price	Adjusted Price
<b>Bandwidth Data Features</b>					
Data Equipment Maintenance	--	1		\$10.95	\$10.95
Static IP Address	--	1		\$2.95	\$2.95
<b>VPN Features</b>					
QoS Business Critical	--	2		\$400.00	\$400.00
<b>Total Features</b>					<b>\$413.90</b>

Other Charges (Monthly)	Total Qty	Price/Unit	Total Price	Adjusted Price
<b>Total Other Charges (Monthly)</b>				<b>\$0.00</b>
Other Charges (Non-Recurring)	Total Qty	Price/Unit	Total Price	Adjusted Price
<b>Total Other Charges (Non-Recurring)</b>				<b>\$0.00</b>

Total Solution	Total Price	Adjusted Price
<b>Total Monthly Recurring Charges</b>		<b>\$1,003.88</b>
<b>Total Non-Recurring Charges</b>		<b>\$0.00</b>

In the event Customer makes changes to its services during the initial term of agreement, Customer is responsible for maintaining a Minimum Monthly Commitment of 85% of the Total Monthly Recurring Charges.

**Minimum Monthly Commitment                      \$853.30**

### Service Information

This proposal and all Windstream NuVox, Inc. and its affiliates Services shall be governed by the terms and conditions of the Customer Service Agreement ("CSA") entered between the parties. Please ask your sales representative for a copy of Windstream's standard CSA to review the additional terms applicable to Windstream's Services. Windstream reserves the right to choose the transport method for Customer's Service. In the event that a particular transport method is not available to support Service and/or if the cost of providing Service is higher than expected, Windstream reserves the right to cancel this proposal.

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Authorized Windstream Representative Name

Alicia Richards

Authorized Windstream Representative Signature

Alicia Richards

Date 10-29-10

Authorized Customer Name

Roger Hemstad

Authorized Customer Signature

Roger Hemstad

Date 10/28/10