



# ORDER CONFIRMATION DOCUMENT

REP : Mailene Lugo  
 LSO : PORT ORANGE  
 MKT : DYBH  
 Acct Type : Standard

Mgr Review: \_\_\_\_\_

ORDER #: 1858048-0 TYPE: N - New 3YR CUSTOMER: City of Port Orange  
 Billing Acct #: 2413192

DATE: 5/18/2006

LOCATION ADDRESS INFORMATION:	BILLING ADDRESS INFORMATION:
CONTACT : Tom Fitzgerald	CONTACT : Tom Fitzgerald
EMAIL : tfitzgerald@port-orange.org	EMAIL : tfitzgerald@port-orange.org
PHONE : 3865065544 FAX : 3865065559	PHONE : 3865065544 FAX : 3865065559
ADDR: 1000 CITY CENTER CIR PRT ORG, FL 32129	ADDR: 1000 CITY CENTER CIR PRT ORG, FL 32129

**Order Summary**

Qty	Description	MRC	NRC
<b>Local</b>			
1	9ZEPR Excess Port Line Charge Per PRI	11.20	0.00
1	9ZRPRI FSLC Per PRI Fee	39.20	0.00
1	PICCPRI PIC Charge-Primary Rate Interface	21.55	0.00
23	PR7BC3 PRI B Channel Voice-2-Way	166.98	0.00
1	PR7EX Primary Rate ISDN D-Channel	0.00	0.00
1	LN T1 Lead Number	0.00	0.00
		<u>\$238.93</u>	<u>\$0.00</u>
<b>Long Distance</b>			
<i>Default LD Lines</i>			
1	FL600 International Outbound LD-Std	0.00	0.00
1	FL284 InterState LD Plan-4.9 cpm	0.00	0.00
1	FL233 IntraLATA LD Plan-4.9 cpm	0.00	0.00
1	FL262 IntraState LD Plan-4.9 cpm	0.00	0.00
		<u>\$0.00</u>	<u>\$0.00</u>
<b>Internet</b>			
1	1LD1E3 DS-1 Access (TDM)	175.00	0.00
		<u>\$175.00</u>	<u>\$0.00</u>
1	PR71V3 PRI Interface Voice-Standard	320.00	0.00
		<u>\$320.00</u>	<u>\$0.00</u>
<b>Account</b>			
1	TERM3 3 Year Term	0.00	0.00
		<u>\$0.00</u>	<u>\$0.00</u>
<b>Promo</b>			
1	T1WAIVEDS-1 Access-waived	-175.00	0.00
		<u>-\$175.00</u>	<u>\$0.00</u>
		<u>\$558.93</u>	<u>\$0.00</u>

FEDERALLY REGULATED SURCHARGES AND TAXES WHICH MAY BE APPLICABLE TO CERTAIN SERVICES ARE NOT INCLUDED IN THE PRICES HERE LISTED.

Authorized Signature  
 Written By : mlugo

Print Name/Title

Date

Billing Acct #: 2413192

## Order Confirmation Document/Service Agreement

This Order Confirmation Document/Service Agreement ("Agreement") is a legal agreement between the individual or entity identified as customer ("Customer") in this agreement and FDN Communications or its designates ("Company"). Customer agrees that all Services are subject to the rates terms and conditions stated in this Agreement, including any attachments hereto. Services are also subject to the rates, terms and conditions in FDN Communications' tariffs or price lists on file with applicable state regulatory commissions, as said tariffs and price sheets may change from time to time. Interstate and International long-distances services are also subject to the rates, terms and conditions in the General Services Agreements for Long Distance ("GSA") and Interstate and International tariffs posted on FDN Communications' Website at [www.fdn.com](http://www.fdn.com) and available for review at FDN Communications' local business offices, as said GSA and tariffs may change from time to time. All Services are further subject to the FDN Communications Privacy Policy ("Privacy Policy") posted on the FDN Website. In the event of any conflict between this Agreement and the filed/posted tariffs, price lists, GSA, or Privacy Policy (the "Filed/Posted Documents"), the Filed/Posted Documents shall govern. This Agreement shall also govern any adds, moves or changes that FDN Communication provides at the Customer's request to the Services ordered. The following terms and conditions supplement those set out in the applicable tariffs and price lists of the applicable FDN Communications service provider. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. Customer and Company agree as follows:

1. **Obligations of Customer:** Customer shall ensure that Customer's use of the service Company provides hereunder is at all times consistent with the use intended, is not utilized in any unlawful manner, and is used in such a manner as to prevent damage to Company's network or equipment including but not limited to conforming with all Acceptable Use Policies identified at Company's website at [www.fdn.com](http://www.fdn.com).
2. **Term of Agreement:** The term of this agreement shall be 36 months from the date the Service is installed unless the service is terminated in accordance with the termination provisions of Paragraph 5 herein. Customer's service will be deemed to have been installed and billing effective with the delivery and successful transmission testing of the facilities by FDN. Billing will be effective with the aforementioned date unless customer has arranged in advance of the above date a mutually agreeable date with FDN's Service Delivery Group. Upon completion of the term of the agreement, the Customer's Services will continue and will be billed at then current month to month rates until such a time as a new agreement is executed or Service is terminated.
3. **Additional Charges:** Unless otherwise indicated in the product or service information, any applicable Federal, State or Local use, excise, sales or privilege taxes, duties or similar liabilities, charged to or against Company or Customer because of the service and equipment furnished by Company, shall be paid by the Customer in addition to the charges described elsewhere in this agreement. In addition, Company may bill Customer for other legally applicable services including, but not limited to, Federal subscriber line charges (SLC), pre-subscribed inter-exchange carrier charge (PICC), local number portability (LNP) charge, Universal Service Fund (USF), and primary inter-exchange carrier (PIC) charge.
4. **Credit for interruption of service:** The liability, if any, of Company arising out of or in any way connected with any defect, error, omission, delay, mistake, interruption, suspension, or other failure in connection with furnishing services, facilities, or maintenance, shall in no event exceed an amount equivalent to the proportionate charge to Customer for the affected service for the time period during which the interruption occurred.
5. **Termination**
  - a. **Termination by Company.** Company may terminate this Agreement without notice to Customer if Customer is in arrears in the payment of any amount, disputed or undisputed due to the Company for services. Company may also terminate this Agreement without further notice to Customer if Company reasonable determines that Customer is misusing or abusing the system or is using such service for an unlawful purpose or if Customer breaches any provision, term or condition of this Agreement
  - b. **Termination by Customer.** Customer may terminate this Agreement (1) for any reason, provided Customer exercises this right in written notice to the Company within thirty (30) days of service installation or (2) if Company fails to provide 99.00% availability of Customers Services over any one hundred and eighty (180) consecutive day period during the life of the agreement. Under such conditions the Customer must give Company written notice thereof, which notice shall specify in detail the breach or breaches asserted by Customer. Customer may terminate the affected services or equipment without liability or payment of termination charges, provided that Customer shall pay the applicable charges for such furnished services or equipment up to the effective time of such termination. If Customer terminates this Agreement pursuant to condition (2) of this section 5b, termination will be effective only after Company fails to cure the conditions for such breach within thirty (30) days after written notice from Customer.
  - c. **Termination Charge.** Customer terminating any services provided by the Company for any reason during the term of the agreement (other than for reasons stated in section 5b above) shall be responsible for immediate payment of early termination charges equal to 50% of the Monthly Recurring Charges of services purchased through this agreement or subsequent agreement or amendment, multiplied by the number of months remaining in the term and Company may also charge the Customer any charges assessed upon the Company by third party carriers for disconnecting the Customer's service. Customer shall also be responsible for the cost of all equipment not recovered by Company pursuant to section 7 of this Agreement.
  - d. **Cancellation Charge.** A cancellation charge will be assessed either in the amount of \$250 or charges assessed by third party carriers for installation charges as of the date of cancellation, whichever is greater, if the customer cancels service prior to installation of services but more than three days after execution of the Agreement. This charge will not be assessed if cancellation is predicated on the Company being unable to install facilities within 45 days of original order.
6. **Dispute Resolution.** Customer's disputes of billed charges must be brought to the attention of the Company within ninety (90) days of the date appearing on Customer's bill. In the event of litigation in connection with this agreement or collection by company, company shall be entitled to all costs of collection including reasonable attorney's fees.
7. **Equipment.** Equipment leased, rented or unpaid for by the Customer is the property of FDN Communications and FDN Communications has the right to access, maintain, remove replace or take any other action in connection with the equipment at any time for any reason. The Customer will be liable for any loss and all damage to FDN Communications equipment installed on the customer premises subject to normal wear and tear. At the termination of this Agreement, FDN Communications shall be given unrestricted access to recover and remove any FDN Communications owned customer premise equipment.
8. **Assignment.** Customer shall not assign its rights or obligations under this Agreement without the prior written approval of the Company. The Company may assign this agreement at its sole discretion, as long as to do so does not affect the service provided hereunder.
9. **Entire Agreement.** This Agreement comprises the entire agreement between the parties on the subject matter contained in this Agreement and supersedes all prior or contemporaneous representations, agreements, and understandings of the parties, including, without limitation, any letter of intent, letter or memorandum of understanding, or similar document.
10. **Acknowledgment.** Customer acknowledges that he/she has read this Agreement and has received a copy of this Agreement and the letter of Agency. Customer acknowledges he/she has had access to and opportunity to examine the Filed/Posted Documents, which are incorporated herein by reference. The undersigned agrees to the terms and conditions of this Agreement and represents that he/she/ has the authority to execute the agreement for the Customer.

\_\_\_\_\_  
Initials\_\_\_\_\_  
Date

Billing Acct #: 2413192

**ACCOUNT LEVEL**

		<u>MRC</u>	<u>NRC</u>	<u>Description</u>
N	TERM3	0.00	0.00	3 Year Term
N	FL233	0.00	0.00	IntraLATA LD Plan-4.9 cpm
N	FL262	0.00	0.00	IntraState LD Plan-4.9 cpm
N	FL284	0.00	0.00	InterState LD Plan-4.9 cpm
N	FL600	0.00	0.00	International Outbound LD-Std
		<u>0.00</u>		

**LINES AND SERVICES**

Number	Service	LPIC/PIC	Codes	Hunting	Pager
<b>106-627-2784</b>	<b>PRI-B</b>	<b>5366</b>	<b>FDN Communications</b>	<b>Florida</b>	
N	PR7BC3	7.26	PRI B Channel Voice-2-Way		
N	PR7BC3	7.26	PRI B Channel Voice-2-Way		
N	PR7BC3	7.26	PRI B Channel Voice-2-Way		
N	PR7BC3	7.26	PRI B Channel Voice-2-Way		
N	PR7BC3	7.26	PRI B Channel Voice-2-Way		
N	PR7BC3	7.26	PRI B Channel Voice-2-Way		
N	PR7BC3	7.26	PRI B Channel Voice-2-Way		
N	PR7BC3	7.26	PRI B Channel Voice-2-Way		
N	PR7BC3	7.26	PRI B Channel Voice-2-Way		
N	PR7BC3	7.26	PRI B Channel Voice-2-Way		
N	PR7BC3	7.26	PRI B Channel Voice-2-Way		
N	PR7BC3	7.26	PRI B Channel Voice-2-Way		
N	PR7BC3	7.26	PRI B Channel Voice-2-Way		
N	PR7BC3	7.26	PRI B Channel Voice-2-Way		
N	PR7BC3	7.26	PRI B Channel Voice-2-Way		
N	PR7BC3	7.26	PRI B Channel Voice-2-Way		
N	PR7BC3	7.26	PRI B Channel Voice-2-Way		
N	PR7BC3	7.26	PRI B Channel Voice-2-Way		
N	PR7EX	0.00	Primary Rate ISDN D-Channel		
<hr/>					
<b>386-898-0218</b>	<b>LEAD</b>	<b>5366</b>	<b>FDN Communications</b>	<b>Florida</b>	
N	LN	0.00	T1 Lead Number		

166.98

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date

Billing Acct #: 2413192

T1

	<u>Plan</u>	<u>Description</u>	<u>MRC</u>
N	1LD1E3	DS-1 Access (TDM)	175.00
N	PR71V3	PRI Interface Voice-Standard	320.00
N	T1WAIVE	DS-1 Access-waived	-175.00
N	PICCPRI	PIC Charge-Primary Rate Interface	21.55
N	PR7BC3	PRI B Channel Voice-2-Way	7.26
N	PR7BC3	PRI B Channel Voice-2-Way	7.26
N	PR7BC3	PRI B Channel Voice-2-Way	7.26
N	PR7BC3	PRI B Channel Voice-2-Way	7.26
N	PR7BC3	PRI B Channel Voice-2-Way	7.26
N	PR7BC3	PRI B Channel Voice-2-Way	7.26
N	PR7BC3	PRI B Channel Voice-2-Way	7.26
N	PR7BC3	PRI B Channel Voice-2-Way	7.26
N	PR7BC3	PRI B Channel Voice-2-Way	7.26
N	PR7BC3	PRI B Channel Voice-2-Way	7.26
N	PR7BC3	PRI B Channel Voice-2-Way	7.26
N	PR7BC3	PRI B Channel Voice-2-Way	7.26
N	PR7BC3	PRI B Channel Voice-2-Way	7.26
N	PR7BC3	PRI B Channel Voice-2-Way	7.26
N	PR7BC3	PRI B Channel Voice-2-Way	7.26
N	PR7BC3	PRI B Channel Voice-2-Way	7.26
N	PR7BC3	PRI B Channel Voice-2-Way	7.26
N	PR7BC3	PRI B Channel Voice-2-Way	7.26
N	PR7BC3	PRI B Channel Voice-2-Way	7.26
N	PR7BC3	PRI B Channel Voice-2-Way	7.26
N	PR7BC3	PRI B Channel Voice-2-Way	7.26
N	PR7EX	Primary Rate ISDN D-Channel	0.00
N	9ZEPR	Excess Port Line Charge Per PRI	11.20
N	9ZRPRI	FSLC Per PRI Fee	39.20
N	LN	T1 Lead Number	0.00
			558.93

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/06/06

**SUBJECT:** FDN Telephone Redundant Telephone Circuit Agreement

**DEPARTMENT:** INFORMATION TECHNOLOGY DEPARTMENT

**RECOMMENDED MOTION:**

Staff recommends that Council authorize the agreement of the attached agreement with FDN backup telephone service for a term of 36 months.

**SUMMARY:**

Staff is recommending the execution of attached telephone service agreement which will provide redundancy if the City's main service provider has a loss of service. The monthly cost for this circuit is \$558.93 which is allocated in account 501-0700-590-41-00. The backup service would have a daily operational value and become a critical communications layer for our Emergency Operations Center in an event of activation. The termination of this circuit will be at City Hall, extending backup telephone services to City Hall, Police Department, Fire Stations 71/73, Garnsey/Reclaimed Water Plants, along with Public Works, Warehouse and Water Distribution facilities. Should you have questions, contact: William R. Whitson, Assistant City Manager, or Tom Fitzgerald, IT Manager

**ATTACHMENTS:**  Ordinance  Resolution  Budget Resolution

Other  Support Documents/Contracts Available for Review in Manager's Office

<b>DEPARTMENT HEAD</b>	Signed <i>William R. Whitson</i>	Date 5/30/06
<b>FINANCE DEPARTMENT</b> <i>[Signature]</i>	Approved as to Budget Requirements	Date
<b>CITY ATTORNEY</b>	Approved as to Form and Legality <i>[Signature]</i>	Date
<b>CITY MANAGER</b> <i>[Signature]</i>	Approved Agenda Item For:	6/6/06

**COUNCIL ACTION:**  Approved as Recommended  Disapproved  Tabled Indefinitely  
 Continued to Date Certain  Approved with Modification:



## DIRECTORY LISTINGS

### Book Closing Date

Directory Listing information will be submitted as shown to the specified directories, and is subject to book closing dates. Future changes can be made by calling customer service at 1-877-433-6435.

No Directory Listing



LETTER OF AGENCY

For each of the numbers listed herein or in the incorporated attachment, and for each of the service types indicated herein, I hereby authorize the change of my telecommunications provider from those I am currently using to FDN Communications, Inc. I appoint FDN Communications to act as my agent in order to effectuate these change(s). I represent that I have the authority to change the communications carriers for each of the telephone numbers identified and that I am over 18 years old. I understand that the change request will apply only to the telephone numbers referenced herein and that I may select only one company for local service, one company for Intra-LATA toll, and one company for Intra-state, Interstate, and International long distance. I understand that the rates, terms, and conditions for the service(s) I have selected are set forth in the FDN Communications tariffs or price sheets on file with applicable state regulatory commissions and the General Services Agreement posted on FDN Communications web site for long distances services (as FDN Communications may change from time to time) and in any other agreements signed by FDN Communications and the Customer. I understand my current provider may charge a fee for switching some services. With these understanding I select FDN Communications, Inc to provide the communications service types herein.

Phone Numbers:

106-627-2784

386-898-0218

Company Name: City of Port Orange

Street Address: 1000 CITY CENTER CIR

City, State, and Zip Code: PRT ORG, FL 32129

Services

By initialing the boxes below and with Authorized Signature, the Customer authorizes FDN Communications to initiate the following services for all the phone numbers referenced herein.

Local Services (initials)

Intra-LATA Toll (initials)

Domestic and International Long Distance (initials)

The customer's signature on this document will result in a change of the customer's provider as specified herein.

Authorized Signature

Print Name/Title

Date

Written By : mlugo



# ORDER CHECKLIST

**Customer:** City of Port Orange

**Contact:** Tom Fitzgerald

**Address:** 1000 CITY CENTER CIR  
PRT ORG, FL 32129

In order to ensure that FDN Communications provides you as our customer the level of Service that you desire, we have created the following which is a combination of a checklist to verify your receipt of necessary documents, and rate plans. And a few questions which will help us ensure that your order processes smoothly. Please acknowledge your receipt with a signature at the bottom of the page. If you have any concerns, feel free to address them with your account representative.

- ♦ I understand the long distance rate I have been offered is \_\_\_\_\_ Interstate \_\_\_\_\_ Intrastate \_\_\_\_\_ Intralata \_\_\_\_\_ Yes \_\_\_\_\_ No
- ♦ I have been given a copy of all paper work \_\_\_\_\_ Yes \_\_\_\_\_ No
- ♦ My representative has explained that the first bill is **PRORATED** \_\_\_\_\_ Yes \_\_\_\_\_ No
- ♦ I understand that local service rates I have been offered are \$ \_\_\_\_\_ per month, per line \_\_\_\_\_ Yes \_\_\_\_\_ No
- ♦ I have been given the toll free customer service hotline of 1-877-433-6435 or 611 from any FDN Communications line \_\_\_\_\_ Yes \_\_\_\_\_ No
- ♦ My representative has explained that it may take up to 30 days to switch my service to FDN Communications \_\_\_\_\_ Yes \_\_\_\_\_ No
- ♦ My representative has explained the FDN Communications referral program, and how I can earn credits on my account \_\_\_\_\_ Yes \_\_\_\_\_ No
- ♦ Do you have any moves or construction planned within the next 6 months that would impact installation of service? (if yes, please explain in the comments section below) \_\_\_\_\_ Yes \_\_\_\_\_ No
- ♦ Are you authorized to make changes to your company's telephone and internet service? \_\_\_\_\_ Yes \_\_\_\_\_ No
- ♦ Are you aware of any freezes or holds currently on your telephone service? \_\_\_\_\_ Yes \_\_\_\_\_ No
- ♦ Do you have ADSL on any of your telephone lines? What number? \_\_\_\_\_ Yes \_\_\_\_\_ No
- ♦ If applicable, have your 1-800 and other Toll Free services been addressed? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If not, please inform your sales representative now for the appropriate documentation.
- ♦ My representative has explained additional surcharges which may affect the total cost of the Services. \_\_\_\_\_ Yes \_\_\_\_\_ No

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
FDN Communications Authorized Representative

\_\_\_\_\_  
Print Name