

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 4/13/2015

AGENDA ITEM: Authorizing the Mayor to sign Service Agreement with Frontier Communications of America, Inc.	
PREPARED BY: Worth Norton	DIRECTOR APPROVAL:
DEPARTMENT: Finance - Information Services	
ATTACHMENTS: Frontier Services Schedule Number S-0000051792 Frontier Services Agreement (FSA)	
BUDGET CODE: Multiple 542 communications accounts	AMOUNT: \$99,198.00 + Fees and Taxes
SUMMARY:	

An RFP was done in 2011 for the City's communication services and Frontier won that RFP. This is an extension of those same terms. This service agreement is required for us to get the same pricing for new services. It will be a 36 month term.

A new communication company that did not respond to the original RFP was allowed to bid on these services. They could not meet all of the requirements and their bid on the items they could bid on came in higher than Frontier's pricing.

RECOMMENDED ACTION:

City staff recommends that the City Council authorizes the Mayor to sign the attached Service Agreement with Frontier Communications of America, Inc.



This is Schedule Number S-0000051792 to the Frontier Services Agreement dated April 14, 2015 ("FSA") by and between City of Marysville, Washington ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Service Location:

Street Address: 1049 State Ave.
 City, State, Zip: Marysville, WA 98270

Schedule Date: April 14, 2015
 Service Term: 36

Local Service	Quantity	NRC	MRC
Business Lines	55	\$	\$1,408.00
Centrex		\$	\$
DIDs	6	\$	\$90.00
ISDN PRI	3	\$	\$1,050.00
ISDN BRI		\$	\$
Digital Channel Service (DCS)		\$	\$
Local Measured Service (LMS) Plan		\$	\$
Foreign Exchange Service (FXS)		\$	\$
PBX Trunks – Analog		\$	\$
Features:		\$	\$
Other Local Service: Block of 10 / DIDS	3	\$	\$7.50

Long Distance Service	Quantity	Rate	MRC
One Plus - Intrastate		\$	\$
One Plus - Interstate		\$	\$
Toll Free - Intrastate		\$	\$
Toll Free - Interstate		\$	\$
IntraLATA		\$	\$
International		\$	\$
Dedicated - OnePlus		\$	\$
Dedicated – Toll Free		\$	\$
EAS/EMS		\$	\$
Audio Conferencing		\$	\$
Other LD Service:		\$	\$
Other LD Service:		\$	\$

Standard Domestic Block Of Time Plans:	Overage Rate	Minutes / MRC
1+ outbound for T1 / PRI / Centrex / B1s	\$0.06/min.	10,000 min. @ \$200/mo.
Toll Free for T1 / PRI / Centrex / B1s	\$0.06/min.	0 min. @ \$0/mo.
Alternate Domestic Block Of Time Plans:	Overage Rate	Minutes / MRC
1+ outbound for T1 / PRI / Centrex / B1s	\$0.04/min.	0 min. @ \$0/mo
Toll Free for T1 / PRI / Centrex / B1s	\$0.05/min.	0 min @ \$0/mo.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.			
<i>Frontier's Signature:</i>		<i>Customer's Signature:</i>	
Printed Name:	Brian MacWhirter	Printed Name:	
Title:	VP Sales	Title:	
Date:	3-13-15	Date:	





This Frontier Services Agreement ("FSA") is effective as of April 14, 2015 ("Effective Date"), by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and City of Marysville Washington, whose primary address is 1049 State Ave., Marysville, WA 98270 ("Customer").

This document incorporates the complete Frontier Services Agreement terms and conditions at <http://www.Frontier.com/FSA> as an integral part of the agreement (collectively, the "FSA").

Provision of Services and Equipment

Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules issued by Frontier and executed by Customer.

Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.

Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one-year periods, subject to the terms and conditions of this FSA and at the then applicable one-year term rate, excluding promotional rates. If the parties agree to negotiated renewal terms, such terms will not be effective unless and until documented in writing and executed by both parties.

Payment

Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment.

Cancellation and Early Termination Charges

If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this FSA are intended to establish liquidated damages in the event of termination and are not intended as a penalty.

Dispute Resolution

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days, or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

Authorization and Entire Agreement

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA, the terms and conditions, including the Limitation of liability, warranty, indemnification, breach and other terms and conditions, at <http://www.Frontier.com/FSA>, and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party.

Frontier Communications of America, Inc.			
Frontier's Signature:		Customer's Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	
Contractual Notice:	Frontier Communications 111 Field Street Rochester, NY 14620 Attn: Legal Department	Contractual Notice:	Attn: