

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

REVISED AGENDA • FEBRUARY 13, 2018

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448



City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Chris Via

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation
- c. Pledge of Allegiance

2. PUBLIC COMMENTS**3. APPROVAL OF MINUTES**

- 1. Minutes - January 23, 2018 - Workshop - Hollyland Park Discussion and January 23, 2018 - Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEMS (1 - 4)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

- 1. Volusia County Sheriff's Office / Holly Hill Police Department Memorandum of Understanding for Criminal Justice Information Exchange and Use
(Requested by Steve Aldrich, Police)
- 2. Urban Surf 4 Kids - Movies in the Park - Contract Renewal for 2018
(Requested by Valerie Manning, City Clerk)
- 3. Police Laptop Purchase
(Requested by Scott Gutauckis, Information Technology)
- 4. Spectrum Enterprise - Phone Services
(Requested by Valerie Manning, City Clerk)

5. REGULAR AGENDA - NONE**6. PUBLIC HEARINGS - NONE**

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

7. COMMUNICATIONS**A. City Manager & Staff Comments**

- a. Volusia County Mosquito Control - Letter of Authority 2018 to Spray in City of Holly Hill

(Requested by Valerie Manning, City Clerk)

- b. Copier Lease Renewal

(Requested by Valerie Manning, City Clerk)

B. City Attorney Comments**C. City Commission Comments****D. Mayor's Comments****8. ADJOURNMENT**

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: February 13, 2018
FROM: Valerie Manning
SUBJECT: Minutes - January 23, 2018 - Workshop - Hollyland Park Discussion
and January 23, 2018 - Regular City Commission Meeting
NUMBER: (ID # 1904)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from January 23, 2018 workshop discussion on Hollyland Park and from the regular City Commission meeting.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve both sets of minutes from January 23, 2018.

COMMISSION GOAL:

N/A

MOTION:

Approve as submitted by staff.

- Minutes - January 23, 2018 - Regular City Commission meeting (PDF)
- Minutes - January 23, 2018 - Workshop - Hollyland Park Discussion (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JANUARY 23, 2018

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Arthur J. Byrnes	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Chris Via	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

b. Invocation

Commissioner Via led the invocation.

c. Pledge of Allegiance

Mayor Penny led the Pledge of Allegiance.

2. PUBLIC COMMENTS

No one spoke.

3. APPROVAL OF MINUTES

1.

Minutes - January 8, 2018 Workshop & January 9, 2018 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 23rd day of January, 2018, in Holly Hill



4. CONSENT AGENDA - ITEMS (1 - 5)

Mayor Penny asked if any member of the Commission or from the audience would like to discuss any item on the Consent Agenda. **There was no one.**

1. Resolution

Resolution 2018-R-03 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Contract for the Wastewater Valve Replacements with Cain Enterprises, DBA Engineering Solutions International of Ocala, Florida for the Bid Amount of \$81,704.30; and Providing for Severability ; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 23rd day of January, 2018, in Holly Hill



2. Resolution

Resolution 2018-R-04 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Purchase of a 2018 Ford 350 Cab and Chassis as Outlined in the Fleet Manager's Replacement Schedule and Authorizing the City Manager to Execute the Purchase from the Beck Group, Utilizing a Cooperative Purchasing Agreement of the Bid Awarded by the City of Tallahassee; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 23rd day of January, 2018, in Holly Hill



3. Resolution

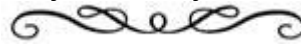
Resolution 2018-R-05 A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the Fiscal Year 2017-2018 Annual Budget; and Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 23rd day of January, 2018, in Holly Hill



4. Resolution

Resolution 2018-R-06 A Resolution of the City Commission of the City of Holly Hill, Florida; Authorizing the Agreement with Zev Cohen & Associates to Perform the Engineering Phase of the Project "Riverside Drive Pedestrian Bridge Replacement"; and Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 23rd day of January, 2018, in Holly Hill



5. Resolution

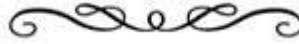
Resolution 2018-R-07 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Sign and Execute Change Order 1 (Final Change Order with DB Civil Construction) for the Project 7Th Street Drainage Improvements Contract in the Amount of \$43,794.00.; and Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 23rd day of January, 2018, in Holly Hill



5. REGULAR AGENDA

1.

Lien Reduction Request Property Located at 1306 Graham Avenue

(Requested by Joseph Forte, City Manager)

Mr. Forte briefly went over the staff report with the Mayor and City Commissioners for the lien reduction request for 1306 Graham Avenue. The lien from the property located at 1306 Graham Avenue has been attached to 17 Pine Trail Circle in Ormond Beach, which is another property owned by the Perdue family. This property has been in dispute with the extended Perdue family and has been ordered by Judge Christopher France to be sold within 60 days of the judge's order. There has already been one extension of time, therefore, the property must be sold by the end of January 2018 or the Perdues will be in violation of the order. Mr. Forte stated that he received a purchase and sale agreement for the property with a closing date of January 31, 2018 and in order for the property to close, this lien must be satisfied. The shed, which caused the original code violation, has been removed as of earlier today, which now brings him into compliance. Mr. Forte stated that his recommendation to the Mayor and City Commissioners is to reduce the lien from \$31,562.34 by \$30,451.34 leaving a balance owed to the City in the amount of **\$1,111.00**. The City shall not release the lien until payment has been received in the amount of **\$1,111.00**. If payment is not received, the full amount of the lien shall remain in place, the lien will not be released and the opportunity to request another lien reduction will be forfeited.

Mayor Penny opened public participation.

Bernie Perdue, applicant at 1306 Graham Avenue, Holly Hill informed the Mayor and City Commissioners that the shed was removed earlier today and is asking if the Commission would reduce the amount that needs to be paid by tomorrow, January 24, 2018.

Mayor Penny closed public participation.

*Commissioner Byrnes made a motion to **APPROVE** reducing the total amount due, **\$1,111.00 by half, DIED FOR LACK OF SECOND.***

*Commissioner Currie made a motion to **APPROVE \$1,111.00 owed to the city and the city shall not release the lien until payment has been received in the amount of \$1,111.00; failure to pay the lien by February 22, 2018 will cause the entire lien to be***

remain on the property without the opportunity to request a lien reduction in the future, seconded by Commissioner Danio.

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 23rd day of January, 2018, in Holly Hill



6. PUBLIC HEARINGS

None.

7. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte stated this is a letter that he needs to send to SunTrust Bank that certifies that Catherine Colwell as the Interim Finance Director and with alternatives being the Fire Chief, the Police Chief as signatures to the bank, this is in the interim until the city gets their full-time Finance Director back on duty. Mr. Forte stated he needs a motion to authorize sending the letter that says, *"On behalf of the City of Holly Hill Commission, this letter serves to certify that the following individuals have full authority to sign, act, give direction or confirmation to the Bank on all matters regarding the Agreement and Accounts as stated in the Deposit Account Resolution and Authorization for Business Entities ("DARA") accompanying this letter: Joseph Forte, City Manager, Catherine Colwell, Interim Finance Director."* Mr. Forte stated and it's over the Mayor's signature and they need to make a motion to authorize the Mayor to sign it and send it off to the bank.

Mayor Penny opened public participation. No one spoke.

*Commissioner Currie made a motion to **APPROVE the authorization letter being signed by the Mayor as stated by the City Manager and sent to SunTrust Bank**, seconded by Commissioner Danio.*

PASSED, 5-0.

B. City Attorney Comments

None.

C. Mayor's Comments

Mayor Penny asked if Commissioner Byrnes can bring his first three suggestions before the first meeting in February then they will award that recipient at the second meeting in February and then they will continue to go around to each Commissioner. Each Commissioner, including himself, will have the opportunity to have two this year before their term ends.

Mr. Forte stated he has one other thing in case anyone wants to comment. At the next meeting, he will be bringing back an Ordinance for the Charter amendment. He wasn't sure if the Mayor wanted to comment on that now or just wait for it to come back at the next meeting.

Mayor Penny stated he knows the one Charter amendment that definitely has to come back is the Civil Service Board. It didn't pass during the special election they had but the city doesn't have the board and the city is out of compliance so they definitely need to do that. He doesn't think that they should keep putting out to ask the same questions over and over but he does believe that it is in the city's best interest to have four-year staggered terms. He would be in favor of bringing that back. The stuff with the mayor and the other stuff, doesn't bear repeating but he does believe whoever sits as this Commission, they can all agree, they're doing their job and some of the jobs that they have started two years ago are not even close to completion and some of the jobs he started three years ago with his first term as the Mayor, probably won't be completed by November. If that's what Mr. Forte is talking about.

Mr. Forte stated, yes. Just those two. Mr. Forte stated if they are out on US1, they will see the undergrounding project is well underway.

Mayor Penny asked if those are the orange pipes?

Mr. Forte stated those are the orange pipes that are going in and they will see already that the medians and the landscaping of the medians are also underway. He won't say that they will be done before the election but they are underway.

D. City Commission Comments

Commissioner Currie congratulated Mr. Myer on the city's 2017 Citizen of the Year, congratulated Mr. and Mrs. Johnson owners of the Twi-Light II Motel located at 1125 Ridgewood Avenue in Holly Hill for their wonderful Christmas display every year, for receiving the first Positivity Award for 2018, it's well deserving. Proud to be a part of the Positivity Award program, great signs.

Commissioner Byrnes stated that when he talks about Holly Hill and Christmas, he always says that nobody around here that does Christmas better than Holly Hill and it's because of folks like Mr. and Mrs. Johnson that help the city have that reputation. The only thing he got to see better was when he went to Germany because his son was over there and they start December 1st and close off the streets and they have Christmas until December 31st and other than that, he hasn't seen anybody that does Christmas as good as Holly Hill and it's all because of folks like Mr. and Mrs. Johnson and the city's employees and all of the hard workers. He is glad to see the first Positivity Award go to folks that make a difference.

8. ADJOURNMENT

The meeting adjourned at approximately 7:40 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JANUARY 23, 2018

Large Conference Room

Work Session

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Arthur J. Byrnes	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Chris Via	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

2. HOLLYLAND PARK DISCUSSION

1.

Hollyland Park Discussion

(Requested by Valerie Manning, City Clerk)

Mr. Forte stated he is seeking the Mayor and City Commissioners direction on Hollyland Park. This park is in the center of the city and it's not really active, it's not occupied. Unless somebody can come up with a good argument, he would stand on the ground of the city doesn't have any youth sport activities or any youth in the community that are interested in sporting activities. The city has tried to go through the Holly Hill K-8 school to try and get some of the children involved in youth sports and it just seems like the city can't get enough people to want to do anything. It leaves him with, "What do they want to do with this park?" Mr. Forte stated he wants to get their direction to put it on some kind of a course. Grant it, they don't have any money to do much construction or rehabilitation but there are ways that they can either save money with some of the plans that they have or do some relocating. It is the city's main park. Mr. Forte stated what he wanted to start talking about is the park buildings. It is in the budget to re-roof the buildings.

Mayor Penny asked what are those two buildings used for.

Mr. Forte stated storage. One of the buildings has all of the large Christmas lawn ornaments that the city just started putting up.

Mark Juliano, Public Works Director stated those are over at Public Works.

Attachment: Minutes - January 23, 2018 - Workshop - Hollyland Park Discussion (1904 : Minutes)

Mr. Forte asked what is in the left building?

Mr. Juliano stated one is Marty's stuff and the other building has special event stuff like signs.

Mr. Forte stated he thought it was Christmas stuff.

Mr. Juliano stated no, all of the new ornaments are over at Public Works in the trailer.

Mr. Forte stated, okay. One has the left over construction materials like doors, sinks anything that Marty starts on or takes down and he uses that might have a life in the future. Inside the park, the Commission is pretty familiar with these buildings (showing the Mayor and Commissioners an aerial view of the park for discussion). The BBQ area has a metal roof on it and the trusses underneath it are rotted and it's in pretty bad condition so that's going to come down and not be replaced. The BBQ area will be in an open-air area. Underneath this tree is a flat roof and in between the two buildings is a flat roof. A lot of the damage being caused on these roofs are from kids getting up there and skateboarding and sliding with their bikes, ripping up the shingles and there's a lot of rotten wood in there. In this building to the south is where they have some special event items and the building to the north is where they have some of the construction supplies. It is in the budget to replace the roofs and on the building to the north they are going to remove some of the wooden structure that's back here and go back to the original block frame and put the roof on that and then they were going to put the roof here. Mr. Juliano and himself went over to the park and were talking about it and they were trying to figure out why would they want to put storage in a park? If they really need storage space they can accommodate that over in the Public Works yard. The question is, do they really want to have storage in the park? He's been to several different parks and one option is to tear these buildings down and maybe put up a pole barn. A pole barn is nothing more than, it's like many of the shelters they have at Sunrise Park, it's poles that go up and put a roof structure on it and put picnic tables underneath it.

Commissioner Via asked would it be less expensive to do that than to do the repairs on this building?

Mr. Forte stated the repairs on this building are close to \$50,000...

Mr. Juliano stated \$69,000.

Mr. Forte stated, \$70,000. That's one of the things he wanted to discuss to get their thoughts on.

Commissioner Via asked if he knew roughly what it would cost to build a pole barn?

Mr. Forte stated he doesn't have a clue.

Commissioner Via stated under \$70,000?

Mr. Juliano stated he would think, yes.

Mr. Forte stated it's the same thing they have in all of the other parks. It's an open-air pavilion.

Mayor Penny stated the only thing that gets used at Hollyland Park is the flat roof between the two buildings when people have birthday parties, where the picnic tables are. That's the only place that gets used.

Commissioner Currie asked Mr. Forte, what kind of suggestion would he have or Mr. Juliano have to put on the roof of a pole barn to keep these kids off of it. She didn't know they were doing that.

Mr. Forte stated the pole barn would have an angled roof. Where these have the flat roofs and the kids jump up there and skate around on there. Any comments or questions?

Commissioner Byrnes stated Mr. Forte mentioned that the BBQ would be out in the open. When the people are using that and when the city would have those BBQ's, it's nice to be under there in the shade when you're making the burgers and getting everything ready.

Mr. Forte stated many years ago, there used to be a very long fire pit, that's gone. There are three or four standard 24 inch BBQ pits there now but this again is where very few BBQ pits are under some kind of shade. Most of the parks you go to are not under shade. It's an expense he doesn't know if the Commission want to put the money into.

Commissioner Danio stated the part that's over the BBQ is...

Mr. Forte stated is coming down.

Mayor Penny stated it's bad.

Commissioner Danio stated that's the one that's all rusted.

Mr. Forte stated, yes.

Commissioner Byrnes stated it's only a short, triangular roof, how much could that be?

Mr. Forte stated the entire roof structure has to be replaced. The trusses are bad.

Commissioner Byrnes stated if they do like a thin pole barn type of thing over that, that would be...

Mayor Penny stated he thinks it's two issues. Replacing the building with a pole barn and the BBQ area is a separate issue.

Commissioner Byrnes stated, right. That's why he wanted to talk about doing both at the same time because evidently if that's rotted and needs to come down, that's probably going to be an issue that happens soon. It would be nice to get a price on what it would

be.

Mr. Forte stated yes, they can get prices on it.

Mayor Penny stated it would be good to get prices both ways.

Commissioner Danio stated so they could possibly cover the BBQ area and the pole barns.

Commissioner Currie stated the BBQ pit would have to be something more than just a regular pole barn because of it being over the BBQ pits.

Mr. Forte stated it would be just like it is. It's vented.

Commissioner Currie stated if there's something more protective for it being over the BBQ pits, it might last longer. Maybe the material would be a little different. So when they have it looked at, see if that suggestion would be necessary or what their suggestion would be in what the city wants to put in, would suffice.

Commissioner Danio stated he guesses they're looking for all the options.

Commissioner Via stated that's a smart way to go instead of rebuilding that.

Mayor Penny stated instead of rebuilding two obsolete buildings with brand new roofs that the city really doesn't have a use for.

Commissioner Via stated, right. Make it a useful place.

Commissioner Byrnes stated they don't need the buildings but they do need the covered picnic area.

Mr. Forte stated let's talk a little bit about the dog park. He has spoken to each of the Commissioners and the Mayor about the possibility of bringing the dog park to Hollyland Park. They have the dog park over on Alabama Avenue and it is very active but there are a lot of problems out there. They have law enforcement calls out there, problems in the bathrooms, every time a tree falls the city has to go out there, they have fencing problems, they have pest control problems, maintenance problems, grass cutting there's a number of things. Staff got to looking at Hollyland Park to see if it's possible to relocate the dog park here (showing an aerial view of the possible location of the dog park if relocated). Mr. Forte stated he has shown most of the Commissioners a place called Holland Park up in Palm Coast that has a dog park and it's not much bigger than what he is about to show them at Hollyland Park and it's in an area that's very similar to this. It has other sporting fields, it has playground equipment and it has BBQ's. The thought is, there's probably about a good 20 to 30 people a day that go to the dog park on Alabama and maybe if we bring them to the center of the city, maybe they will eat lunch here, maybe they will start to eat dinner here. City Hall is right across the street. Law Enforcement can be more available. It would be easier to maintain. There's a lot of benefit to moving in to Hollyland Park. The negative side for Alabama Avenue is the city

would then close that area. By closing it the city would then give the property back to the County, the County would own that land again, and then the County would be responsible for any maintenance and any issues, including the homeless, that would end up possibly congregating there. In terms of a dog park area, this section right here (showing the aerial view at Hollyland Park), would be plenty big for both the large and small dog park area.

Commissioner Danio asked not the t-ball field?

Commissioner Byrnes stated that's where he thought Mr. Forte was talking about.

Mr. Forte stated originally, they were talking about that area but he and staff went out there and looked at it, and this is actually....Mr. Juliano would know more on how this compares to South Daytona's dog park in terms of size.

Mr. Juliano stated, yes.

Mr. Forte stated it's about the same size.

Mr. Juliano stated it's about the same size. South Daytona's is in Reed Canal Park and just like ours, they have a big and small dog park fenced in area.

Commissioner Danio asked so there's enough room for that without the t-ball field?

Commissioner Byrnes asked you can't do the big dog park there and then the little park in the back or something?

Mr. Forte stated they thought about that. It all comes down to costs and fencing.

Scott Gutauckis, resident of Ormond Beach, stated the problem too, is there are a lot of handicap people that go to the park on Alabama so the city would have to provide some mechanism, some way for them to park closer to that back field. A majority of those handicap people are little dog owners.

Mr. Forte asked does the city need to have them park there or just a sidewalk to get there?

Mr. Gutauckis stated that distance to walk all the way from that road all the way to the back, that's quite a distance. He's seen people there with walkers and wheel chairs.

Mayor Penny stated not take them to the t-ball fields, keep them close.

Mr. Gutauckis stated, yes. Don't take them all the way back there. The city is better off where Mr. Forte is suggesting where the city can provide parking. The other area is too far.

Mr. Forte stated there's parking here and there's parking here (showing the aerial view). This area is large enough. The city would have to provide for the fencing and run a waterline out there so the dogs have something to fill their water bowls. There is a bit of

shade over here. This is where the old parks and recreation building used to be many years ago. The city would have to grade the area down, level it out a little bit, probably hydroseed it and get some grass started.

Commissioner Danio asked what financial, from the other side, does the city lose anything by giving back the County...it's not generating anything is it?

Mr. Forte stated no, it's not. It's a non-taxing generating property.

Commissioner Danio stated he thinks it's a good idea.

Commissioner Currie stated and the city is paying a separate lawn maintenance for that.

Mr. Forte stated the Friends of the Dog Park were doing everything and as expected, participation goes down and interests goes down, and they've come to the city and the city is now sending the inmates out there to cut the grass, they need the city to do the pest control. So it's become....

Mr. Juliano stated and the restrooms.

Mr. Forte stated and the restrooms. It's become...

Commissioner Danio stated it's an efficiency move, right?

Mr. Forte stated it is an efficiency move.

Commissioner Via stated he has a lot to say on this. He thinks this idea has a lot of merit here but he for one, he will tell them, almost certainly, he won't vote to remove the dog park from where it's at. The reason and he's spoken to Mr. Forte about it, is there's already a few homeless people living out back behind it and if the city vacates that, the County isn't going to do anything with the land and it's going to become a homeless tinted place. What he sees is, the city has a working facility down there, he lives right down the street from it, and he sees how many people frequent that dog park. He understands moving it to Hollyland Park and he's not against having a dog park here but he thinks if they're going to look at spending the money on fences and redoing all of this to do that, we have a dog park currently that needs fences, that all of the Commissioners voted on, back after the hurricanes, that the city wasn't really going to fix them until FEMA stepped up. They have buildings there. He can't stomach just abandoning that property. As he understands it, correct him if he's wrong, it's only, really an expenditure of maybe \$10,000. The County dumped it on the city and if they can somehow lobby the County Council members for the next budget to help the city out, to step back up, if that's a possibility then it really takes the burden off of the city and the city can keep that going. He knows that there are a lot of citizens that use the park and they're going to be really upset if the city just closes it down and move it to Hollyland Park because it won't be feasible for a lot of people to do that. He knows a lot of his neighbors just walk there. There's a lady that runs a dog service who is walking eight dogs every single day, he sees her. He can't stomach closing the other park. He thinks Hollyland has merits. He wouldn't be against putting a dog park there but like he said, he can't, he won't be able to

vote to close down the current dog park. He wants to see where everyone else was on that.

Mayor Penny stated he thinks, he wouldn't be in favor of having two dog parks in the city and doubling the city's expenses.

Commissioner Via stated, right. And that's not what he is proposing either.

Mayor Penny stated right, but they can't have their cake and eat it too. He thinks moving the dog park to the middle of the city accomplishes two things. It brings life back to this park and if they talk to Rose, there's homeless people hanging out in this park all day. Homeless people tend to leave areas when there's activity. He hears Commissioner Via's concerns that the city may be trading one concern for another but by moving the dog park there they increase activity to the middle of the city, City Hall is across the street, it becomes almost a city center if they can figure out this is one thing that can attract people to Hollyland Park, if they can come up with some other solutions to bring people here for other reasons then they truly have a city center and a city-hub and then the businesses on US1, which is the city's main corridor, have the opportunity to glean business. Maybe they buy something in the antiques, maybe they buy something in one of the local restaurants or they buy a motorcycle or something. He hears Commissioner Via's concerns but he would be in favor for it.

Mr. Forte stated the County just started the construction on the pond back here in Rio Way. They do have some homeless that congregate back in here and periodically the officers go in and run them out. He doesn't know if that will or won't be a problem but it will be the County's problem if it is.

Commissioner Via stated but it's not though because right across the street is Holly Hill. Mr. Forte stated if it is, it will be the County's responsibility.

Commissioner Via stated yes it will be their responsibility but it will be the city's problem; they will have homeless in that neighborhood.

Commissioner Currie stated she knows the city already has a lot of issues at the current dog park. It was a great idea at the time with the organization that wanted to take it over. The current time that was done the city's administration was not very supportive of that dog park and so the Friends of The Dog Park stepped up and took care of what needed to be taken care of to help keep that dog park there. Unfortunately, she thinks their membership just kind of dwindled a lot more than what they expected it to over the last few years. The main heart of that organization, it's just gotten to be too much for them so that's why the city has had to take on the majority of the responsibilities for that park again. Seeing the cooperation or lack of cooperation that the city has received from the County, and the push back from the County here over the last year on numerous issues and particularly one that she's been working on with the Transportation Planning Organization (TPO), she really doesn't think that the city is going to get any cooperation out of the County no matter how much the city begs to help with that dog park because the city can't get any help on other issues that the city currently have that are safety issues. As far as the dog park being here in Hollyland Park, that park used to be the life of

this city back when she was a young parent, had young children, and now has old children but back then that park was the life of this city. Every family gathered at that park on the weekends and the city needs to have something like that again. It's not going to be in sports because kids are interested in so many other things now in this city and it's not the traditional sports like it once was. They are interested in other things. Maybe at some point the city can capture some of that but they have to work on one thing at a time. She thinks the idea that was brought to her by the City Manager was fantastic. She loved it. With the dog park being in the center of the city basically. Like what was said, they have the police department, they have the fire department for anything that may occur, any medical emergencies, the police department is right there, which usually tends to keep people from causing too many problems when the police are right there and the police know they don't have to drive all the way out to Alabama. She thinks it will create more life in that area so when people are driving by they may notice more activity going on in the park and then people leave in the afternoon, they may pick up a little food and they may want to come back to the city. It may help jump start some other things. She is definitely in support of it.

Commissioner Via stated Commissioner Currie, let me address a couple of points because I totally hear what you're saying. On the surface, that all makes clear sense but when they are talking about the County, let's just be honest, it was dumped on the city because of a previous City Manager who made a horrible, horrible deal and dumped it on the city.

Commissioner Currie stated, right.

Commissioner Via stated and now that the city has a great City Manager, he believes that the city is going to be working with the County more and the city should be and it means that the city should try. He knows that Heather Post was in support of taking this and asking for the funding for this as the city's County Council member, and he thinks that all of the Commissioners have a relationships with the other Council members where they can sit there and beg them and prod them. The city isn't asking for \$100,000. The other thing is, the city isn't really spending much money on it right now currently because the city is cutting the grass with the inmates, correct? Is it costing the city anything else?

Mr. Forte stated, correct. The inmates are there, they send the custodians out there every day, twice a day, and he doesn't know if the city is doing pest control yet or not.

Mr. Juliano stated, no. The Friends of the Dog Park weren't doing the pest control either.

Commissioner Via stated so right now, it's not really costing the city much. The hurricanes really ruined a lot of it. If you go out there it's not in the best shape but it can be fixed up. It's a beautiful park. A lot of people use it. Chief Aldrich, how many calls do you get to go down there? Do you know?

Police Chief Aldrich stated he would have to check their CAD system.

Commissioner Via stated he sees, a lot of his cops, actually, stop down there in the park and they sometimes sit.

Police Chief Aldrich stated they send their officers because of the complaints that they have received down there in the past.

Commissioner Via stated but to him, that's the most police activity he really sees and like he said, he lives right down the street. He doesn't see actively...there's a lot of trouble, meaning he doesn't think that's a problem that the city is trying to solve there. He thinks that they are trying to solve a problem that doesn't really exist and they are creating a problem by leaving it there. That's why he is so passionate about this.

Commissioner Danio stated he's not sure that they are trying to solve a problem, they're just trying to make things a little more efficient. He doesn't think that Mr. Forte thinks there's a problem there.

Commissioner Via stated there isn't a problem there...

Mr. Forte stated he wouldn't say there's a problem at that park. The calls for service there are usually small dog owners arguing with big dog owners.

Commissioner Currie stated so Commissioner Via doesn't take anything she's said incorrectly, first of all the cost isn't enormous there, that's not her point, however, having the inmates cut that property and cut Hollyland, now they can have them only cut Hollyland to where now instead of having them at the dog park they can be somewhere else.

Commissioner Via stated unless the city was to get the funding from the County then the city could hire that job out.

Commissioner Currie stated to go back on Commissioner Via's County support, grant it, it's not a lot of money the city is asking for and yes, they all know somebody from the County Council and some of the Commissioners have friendly relationships with people on the County Council but unfortunately, that, to date, has not done any of the Commissioners any good and yes, they can jab and poke and prod and talk and everything they want but until there's actually some proof in the pudding that they are willing to work with the city, she's not convinced that there's a good relationship there and she would love for there to be but there hasn't been.

Commissioner Via stated yesterday, at the State of the County, he thinks the city is starting to make progress. Jim Dinneen, from speaking with him, he is going to help the city with the sidewalk issue, he wants to sit down and have a meeting about that. That's progress and the city has to continue on that.

Commissioner Currie stated that would be great and she would love to see him email her City Manager on that.

Commissioner Via stated, exactly. If the city can have the County come to the table and the Commissioners can say, "hey, look, you guys dumped this on us and we need this", and if they can get the County Council support, which he thinks that they can, he does, he doesn't think Commissioner Currie is giving the Commissioners enough credit that they

can lobby them because the city doesn't lobby them. The city doesn't ask them for much. He thinks it's definitely doable and he thinks that if the city just got rid of this dog park without trying, at least, without not even having the conversation and being told no, he thinks is a little bit premature.

Mayor Penny stated he doesn't think there's a...

Commissioner Currie stated but Commissioner Via is taking it on as if she's saying it's a problem. It's not a "problem" she is trying to solve, it's...she's trying to make something better within their city.

Mayor Penny stated let's just say they had \$40,000 and they took \$40,000 and fixed it up, the existing dog park and made it a lot better. That would be great or they can take the same \$40,000 and build a brand new dog park, that would be great. Dog park - dog park; plus - plus. The added plus of relocating to Hollyland Park is that they get people to Hollyland Park, which used to be the heart of the city and nobody goes there. That's the thing. It's not which one is better.

Commissioner Danio stated it's the long-term...

Mayor Penny stated it's the long term viability is that, he believes, is having it in the heart of the city accomplishes two goals. He does know, the last time he spoke to Mary (the lady that oversees the Friends of the Dog Park), she was very frustrated because a lot of the responsibilities have either been dumped on her or she's accepted the responsibility. It's turned into a one-woman show to the point where it's overwhelming for her and the vandalism...the sinks were smashed recently, things were broken and the city had to purchase them and install them, there's timers on the bathrooms to try and stop that but it's so far away. It's on the edge of the city and he thinks if it was in Hollyland Park more people would know it's there.

Mr. Forte stated unfortunately, this is not the updated version, this is the one in Palm Coast that he was mentioning earlier. The reason this came about is not because there's a problem at the dog park on Alabama, not because the County is not funding, it's because over the holidays he took his grandson to the park in Palm Coast and while in the park he noticed they had a dog park there and he thought this park is pretty active. There was a couple of people playing tennis, a couple of people with their dogs, some kids on the playground, and he thought this should be Holly Hill's park. This should be what the city has in the center of their park. An active park. The other active park the city has is Sunrise and it's a great passive park but all of the city's other parks are just neighborhood parks. The city should have an active central park, otherwise then let's get out of the park business. The Commission has to decide.

Commissioner Byrnes stated he remembers when the city went into this deal back in 2001...

Mayor Penny asked how many partners were in it Commissioner Byrnes?

Commissioner Byrnes stated it was Holly Hill, Ormond, Daytona and the County.

Everybody had a little piece. It was the first dog park, at least on this side of the County, and the...Commissioner Via hit on it that previous Commissions let a City Manager do things that were not very good and that was one of the big things, that it was a wonderful park. His thought was they would be going out of this meeting tonight giving the City Manager direction to go to the County and tell them the city would like to keep this park open unless the city can get some broader funding, the city is going to set a date and it's going to be closed October 1st or whatever, and then October 1st is when the other dog park would start being built or they would start building it and just close the other one. He sees it as...

Mayor Penny stated he doesn't think they could survive closing one without an option.

Commissioner Byrnes stated the city would know by September or August if the County was going to help the city if they had any interest in keeping it open. He doesn't know what the demographics are, he doesn't know how many people that actually use that park come from the County, from across Nova, from across Golf or Calle Grande. He agrees with everybody. He agrees with the Mayor that it might help bring people in as Commissioner Currie said, bring some people in to the downtown. They've seen society change. Kids don't go play basketball or baseball at least not in numbers.

Commissioner Via stated it's not like it was when he was growing up.

Commissioner Byrnes stated he remembers when they fielded teams by the tens over in Hollyland and on the day that the kids all showed up, they had to open extra teams. They had to go and find someone to sponsor, "hey, can you sponsor this team, it's only \$100." Now it's probably a \$1,000 to sponsor a team, he doesn't know.

Mayor Penny stated Commissioner Danio and himself grew up playing at the Ormond Rec for baseball and if you got selected to the All-Star game, you got to come to Hollyland Park and play with grass and lights and you thought you were playing in Shea Stadium. That's how he remembers it. It's a shame that's how it is but society has changed and the city has to do something.

Commissioner Danio stated but don't lose faith. That's not the way it's going to be forever. Let's hope things come around.

Commissioner Byrnes stated he's on the fence. He knows there's a lot of people that use the dog park and maybe if they talk about that it's up for closure maybe those people will lobby the County Council and maybe the city will get some press to help keep it.

Commissioner Danio stated or maybe the County will step up and have their own park and then the city can have its own park.

Mr. Forte stated the only thing he will remind the Commissioners is that in the contract that the city signed with the County, it's very clear, it says that if the Friends of the Dog Park, at any time cannot fulfil their obligations to maintain the park, the responsibility and the costs fall 100% on the city. It's in the contract.

Mayor Penny stated but if they change the use from a dog park the ownership of the land reverts to the County.

Mr. Forte stated, correct.

Mayor Penny stated that's the big thing.

Commissioner Via stated Commissioner Byrnes, you hit on something...I didn't think of that. That's an idea. It would be nice if the County would take it over and then we could put a dog park in Hollyland.

Mayor Penny stated but there's no way they will take it over.

Commissioner Via asked what are they going to do if the city just dumps it?

Mayor Penny stated they didn't do anything the last time the city dumped it. They closed it and the city got all the complaints. Just like when the County closed the library, the city got all the complaints. It was a County library and the city got all the complaints and all the heat.

Commissioner Via stated but it wasn't closed long until the city starting putting together that horrible deal.

Mayor Penny stated it was closed a while.

Commissioner Danio stated if the County closes the park then it's the County's fault.

Mayor Penny stated no, because the County doesn't own it, the city owns it. It's the city's dog park. It's the city's baby.

Commissioner Byrnes stated but if the city stops using it as a dog park it reverts to the County.

Mayor Penny stated, correct.

Commissioner Byrnes stated then it's their problem. They can either reopen it or...

Commissioner Danio stated the city would have to officially close the park.

Mayor Penny stated he thinks the whole purpose of this workshop, let's not get hung up on the dog park, how do we get people back to Hollyland Park?

Mr. Forte stated that's the focus.

Mayor Penny stated how do we make it the heart of the city again, whether we make it a drone flying course or a pickleball course or putting green, he has no idea what it needs to be but we're going down a rabbit trail but we need to figure how do we fix that park? Mayor Penny stated he thinks they're all in favor of pole barns, fixing grills and possibly

covering grills and how much that costs but all they did then was put lipstick on a pig. How do they get people here? That's the bigger issue.

Commissioner Byrnes asked Mr. Forte if he could ask a staff member a question.

Mr. Forte stated, sure.

Commissioner Byrnes stated Scott, how tough do you think it would be to have a Wi-fi signal in that park?

Mr. Gutauckis stated it wouldn't be hard at all because he already has fiber over there.

Commissioner Byrnes stated, okay. The drone thing is something he had thought about.

Mr. Gutauckis stated they can't fly drones in the City of Holly Hill.

Commissioner Byrnes stated we can change that.

Mr. Gutauckis and Mayor Penny stated, no because of FAA.

Commissioner Byrnes stated toy drones are not covered under the FAA.

Mr. Gutauckis stated we're within four miles of the airport. The entire city.

Commissioner Byrnes stated as long as you're not above fifty feet or so, you're still a toy. He thinks they can check on that.

Mr. Gutauckis asked who is going to regulate whether it's a toy or not? That's the problem.

Commissioner Byrnes stated the FAA, that's their job.

Commissioner Danio asked who is going to keep it under fifty feet if they have free access to it. They're going to start going crazy.

Mayor Penny asked you have to have Wi-fi to fly a drone?

Commissioner Byrnes stated no, but if you want to connect your computer to other stuff, if you want to upload your pictures.

Commissioner Currie asked why can't they do some of, what other cities do, she knows they try it at Sunrise, but she remembers a long time ago and it's been years ago that some of this was done in Hollyland Park where some small hometown bands...

Mayor Penny stated but someone has to organize it. That's the whole problem.

Commissioner Currie stated people that just want to play. People that want to play their music.

Mr. Forte stated the city has done the live music on the steps of City Hall, live music in Hollyland Park, they are poorly attended. The city has done Farmers Markets.

Commissioner Currie stated well, the Farmers Markets didn't work.

Mr. Forte stated the city tries all these things and try to compete with the bigger cities that have bigger populations and the city is just not going to get there.

Commissioner Currie stated part of the city's problem was the city never advertised really well in anything the city did. That was the city's problem.

Mr. Forte stated, maybe.

Commissioner Currie stated the events that the city has been advertising well have been well attended. The city started advertising events very well and they have been very well attended.

Mr. Forte stated there are three most popular events; Christmas, Halloween and Easter.

Commissioner Currie stated no, she's talking about the *Cruisin' On The Hill* and that was very well advertised.

Mayor Penny stated and that's because someone other than the city did it.

Commissioner Currie stated it's just a way to begin by having small events such as *Cruisin' On The Hill* and there are so many people that play music in this community that just want people to hear their music and so many artists. They can get a hold of the arts community and let people display their art.

Commissioner Danio stated they have the ball fields, that's a good start; trying to fill the fields.

Mayor Penny stated he thinks that's the bigger issue Commissioner Danio and that is what do they do with the ball fields? All that Commissioner Currie is talking about would go on within the park but what do they do with the fields? Do they want to be in the baseball business because they're not in the baseball business.

Commissioner Danio asked what about Pastor Josh? Didn't he talk about doing something?

Mayor Penny stated the only people that use those baseball fields are non-Holly Hill citizens. They use them for free because they maintain them. The city pays the lights.

Mr. Forte stated which is part of the next topic which is does the city continue doing that? This guy Vinny has another year left on his contract. He maintains the fields and he runs tournaments, maybe one or two tournaments a month. It brings people in, the park looks good, it's active, it's busy. The ball fields are not big enough to run regular tournaments on a regular basis. They don't have enough fields.

Commissioner Danio stated or leagues.

Mr. Forte stated the city doesn't have any leagues.

Commissioner Danio stated no, he's asking if they're not big enough to run leagues?

Mr. Forte stated they can run a small community league but they're not going to run tournaments like you do...he thinks of Seminole County tournaments and it's a totally different game. They have hundreds of kids playing.

Commissioner Danio stated when you drive down Nova or Nova Rec like when they were kids and all that, they can't do anything like that? There used to be leagues and there used to be activities playing.

Mr. Forte stated from what he understands and he doesn't know this directly but from what he understands the Ormond and South Daytona programs are also starting to dwindle.

Mr. Juliano stated he knows South Daytona's is.

Mayor Penny stated, yes.

Commissioner Currie stated it's just not...kids...

Mr. Juliano stated they're going to Port Orange.

Mayor Penny stated yes, they're going to Port Orange.

Mr. Forte stated they're just not into the sports like years ago.

Mayor Penny stated it seems like a lot of the (?) sports right now are for people our age. For people 45-75 years old.

Commissioner Danio asked how about softball leagues?

Mayor Penny stated there's only one field that would accommodate them. The big field.

Mr. Forte stated he thought about doing an adult softball league but even if they wanted to do that and they wanted to field four teams, you probably need sixty people to field four teams and do we have sixty people?

Commissioner Via stated he knows Strickland does. He played in an adult league out there and they had about ten teams; two fields, ten teams and then their Senior softball and they have a ton of teams. They have two teams of Senior softball. Now, he doesn't know if they will be Holly Hill citizens but if they pay for the field.

Mr. Forte stated here's the dilemma and he's not saying he's trying to get Holly Hill

people here because he doesn't think they will. He doesn't care where they come from if the park is active. There's two ways of going about it. If he tries to lease the fields to a program like that, that means the city has to maintain it and keep it to a certain standard. It will cost the city at least a part-time employee, roughly \$25,000 a year to maintain it. He will never get \$25,000 in lease money, which is why it's kind of attractive for him to have this guy do his own maintenance and they let him use the fields for free.

Mayor Penny stated when he has the tournaments it's really cool. He's driven pass there's five-hundred people over there.

Mr. Forte stated it's almost like he would like to see if someone would like to bid on it and take it over. Three quarters of that park is baseball fields and they're not used.

Commissioner Danio stated so if they put together a dog, softball adult league that would take care of everything.

Commissioner Currie asked how about they do a community outreach to where they asks the citizens, they ask them to a meeting, a workshop to give the Commissioners "their" ideas, "their" preferences of what they would like to see at Hollyland Park? They do a community outreach. Maybe they will have ideas that the Commissioners are not thinking of.

Commissioner Via stated he's 100% open to that.

Mr. Forte stated if they were going to do that, again, they don't money. They would have to be going down the road of trying to get an ECHO Grant and rehabilitate that park.

Commissioner Currie stated but let's hear what the ideas are first. They don't even know what the ideas are to see whether they need money.

Mr. Forte stated he's not saying don't do that. What he's saying is don't ask the community what they want and then not afford to give it to them because then they may as well not do it. If they ask the community and they get two dozen people to show up to a meeting and say, "we want to see this, this and this" and it's going to cost a million dollars and the Commission turns around and says, "great input, we can't do it."

Commissioner Currie stated obviously, they would do what they can to try to find grants.

Mr. Forte stated that's why he was saying they should first try approaching to see if they can get an ECHO Grant and based on the ECHO Grant, they can then solicit community input.

Commissioner Currie stated she would just like to hear some ideas of the community.

Commissioner Byrnes stated but the community is pretty smart. Maybe somebody will have an idea that the Commission hasn't thought of that costs a lot less than what the Commission is thinking of. Having a big meeting is going to be...they're not going to get everybody to attend but social media, if the city throws it on the Facebook page saying,

“Look, we’re looking for input. What do you want to see happen in Hollyland Park?”

Mr. Forte stated I still say, if you don’t have money to follow through with what you’re asking them to tell you, you will get a black-eye because you asked for community input and you can’t do what they’re telling you. You need to start with the grant process and then in the grant process, part of the development are these...

Commissioner Byrnes stated but you have to know what you’re looking for when you go for a grant.

Mr. Forte stated the grant is park development.

Mayor Penny stated the only inquiry is that he knows that they have had, to expand recreation, is in the senior field and the city has had numerous inquiries for pickleball courts.

Commissioner Currie stated Mayor, I’m not even talking about recreation.

Mayor Penny stated, no.

Mr. Forte stated he’s talking about the park.

Mayor Penny stated he’s talking about the park, getting people into the park. A pickleball court is the size...they can have two pickleball games on a tennis court. Imagine a tennis court with the fence in the middle, there’s a pickleball game that goes on either side. They play the opposite way. He thinks, this is the first time he heard Mr. Forte talk about the ECHO Grant but he thinks it would be in the city’s best interest to do something like that and hire someone like Beth Lemke and let them tell us because he doesn’t know what the latest trend in park-use is.

Commissioner Currie stated, right.

Mr. Forte stated he has a meeting with Beth on Friday.

Mayor Penny stated he is imaging that they don’t want to go down the road and turn all the fields sideways and turn them into soccer fields because Ormond’s soccer teams are not all that full any more either.

Commissioner Currie stated she would just like some fresh ideas of what is today.

Mayor Penny stated he doesn’t know if this is out of Beth’s scope but he knows that she has helped the city with other grants and the beauty of the grants that she has written for the city in the past, is that the city doesn’t pay her. Her fee is included in the grants that she receives.

Commissioner Currie asked if they could ask input from Beth?

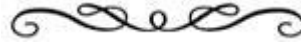
Commissioner Via stated about what she thinks she can get the city.

Mr. Forte stated he has a meeting with her on Friday.

Mr. Juliano asked if there ever was a park masterplan done for this park? If there was, it probably is outdated.

Mr. Forte stated not for a park. He will get with Beth on Friday and get her thoughts.

Mayor Penny stated it looks like the only thing they got **consensus** on right now **is pole barns and grills.**



3. ADJOURNMENT

The workshop adjourned at approximately 7:00 PM.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: February 13, 2018
FROM: Steve Aldrich
SUBJECT: Volusia County Sheriff's Office / Holly Hill Police Department
Memorandum of Understanding for Criminal Justice
Information Exchange and Use
NUMBER: (ID # 1906)
APPLICANT:
PLANNER:

DISCUSSION:

The Volusia County Sheriff's Office (VCSO) currently provides the Holly Hill Police Department (HHPD) with centralized communications, an electronic records management system (RMS), computer-aided dispatch (CAD), mobile fingerprint-based identification system and an electronic traffic citation system with access to Criminal Justice Information (CJI) at no cost. During a recent Florida Department of Law Enforcement (FDLE) CJI audit it was determined that a formal agreement between VCSO and HHPD was required by the Federal Bureau of Investigations (FBI) for the usage of the CJI that is shared between the agencies.

FISCAL

ANALYSIS:

There is no cost associated with the Memorandum of Understanding with VCSO for the continued usage and exchange of Criminal Justice Information with associated systems.

STAFF

RECOMMENDATION:

Approve the Holly Hill Police Department's entry into a Memorandum of Understanding with VCSO for the continued usage and exchange of Criminal Justice Information with associated systems.

COMMISSION

GOAL:

Goal #4: Provide proficient public health and safety services in terms of police, fire protection, water, storm water, waste water, solid waste management, and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, utilization of technologies and proven innovations.

MOTION:

Motion to approve the Holly Hill Police Department's entry into a Memorandum of Understanding with VCSO for the continued usage and exchange of Criminal Justice Information with associated systems to authorize the Police Chief to execute the Agreement.

- VCSO HHPD Agreement - 2018-01-22 (PDF)

**INTERAGENCY AGREEMENT BETWEEN
VOLUSIA COUNTY SHERIFF'S OFFICE AND HOLLY HILL POLICE DEPARTMENT
FOR CRIMINAL JUSTICE INFORMATION EXCHANGE AND USE**

WHEREAS, The Volusia County Sheriff's Office hereafter referred to as VCSO, and the Holly Hill Police Department, hereafter referred to as HHPD, are criminal justice agencies, formally recognized by the Federal Bureau of Investigations. (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, The VCSO maintains an electronic records management system (RMS) for the creation and storage of offense reports, arrest reports, and affidavits containing criminal justice information hereafter referred to as CJI; and

WHEREAS, The VCSO maintains a computer-aided dispatch (CAD) system, a mobile fingerprint-based identification system, and an electronic traffic citation system with access to CJI from state and national criminal justice information systems; and

WHEREAS, The HHPD wishes to utilize VCSO maintained electronic systems to routinely receive CJI for the administration of criminal justice;

NOW THEREFORE, The parties agree as follows,

1. The VCSO will grant access to the RMS, CAD system, mobile fingerprint-based identification system, and electronic traffic citation system provided to the HHPD through the VCSO Virtual Private Network.
2. The VCSO will provide the HHPD with CJI for criminal justice purposes at no cost to the HHPD.
3. As per the agreement between the VCSO and the State Attorney's Office 7th Circuit, the Volusia County Clerk of the Courts, and the Volusia County Department of Corrections, all arrest reports and affidavits submitted electronically by the HHPD via VCSO maintained systems will be automatically disseminated to the above mentioned criminal justice agencies.
4. The HHPD agrees to abide by all applicable local, state, and federal laws, rules and regulations, with regards to the use of said electronic systems.
5. The HHPD agrees to abide by all the terms and conditions of the current Criminal Justice User Agreement executed between the FDLE and the VCSO. The terms and conditions include but are not limited to the FBI CJIS Security Policy.
6. The HHPD agrees that it shall make use of CJI for authorized criminal justice purposes only.
7. The HHPD will disseminate CJI related information obtained from the VCSO maintained systems only for criminal justice purposes.
8. The HHPD will maintain any CJI obtained from the VCSO maintained systems in a secure place, and will destroy records containing such information in compliance with all applicable federal and state laws and the FBI CJIS Security Policy.

9. All CJIS data transmitted over any public network segment must be encrypted as required by the FBI CJIS Security Policy.
10. To the extent provided by the laws of Florida, the HHPD agrees to be responsible for the violations, negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or through the receipt of the records.
11. The HHPD must ensure all devices with connectivity to CJI employ virus protection software and such software shall be maintained in accordance with the software vendor's published updates; and will promptly and fully patch Windows and other software present on all such devices, after any necessary testing, upon such patches becoming available.
12. CJI may only be accessed via computers or interface devices owned by the HHPD or contracted entity. Personally owned devices shall not be authorized to access, process, store, or transmit CJI. Vendors under contract with the HHPD may be allowed access provided all requirements of the FBI CJIS Security Addendum are complied with and member security training is current as required by the FBI CJIS Security Policy.
13. All policies, procedures and operating instructions contained in the FBI CJIS Security Policy are hereby incorporated into and made a part of this agreement, except to the extent that they are inconsistent herewith or legally superseded by higher authority.
14. The HHPD will have a written policy for discipline of personnel who access CJI via the VCSO maintained systems for purposes that are not authorized, disclose information to unauthorized individuals or in an unauthorized manner, or violate CJIS rules, regulations or operating procedures and will provide a copy of that policy to the VCSO for its records.
15. The VCSO staff and HHPD personnel shall submit instances of violations of this agreement to the proper point of contact within the VCSO for follow-up.
16. The HHPD will provide a point of contact to the VCSO for the purpose of receiving and disseminating, as appropriate, information concerning unauthorized publication or release of CJI obtained from VCSO maintained systems for follow-up and disciplinary action as appropriate. The HHPD will conduct appropriate follow-up and will notify the VCSO of the outcome of investigations related to violations of this agreement.
17. The VCSO has an obligation to report instances of misuse to the FDLE for follow up of applicable investigation and applicable discipline in compliance with the FBI CJIS Security Policy.
18. The VCSO reserves the right to deny CJI or related records to any individual or agency based on valid, articulable concerns for the security and integrity of CJIS and related programs/systems information.
19. Either party may terminate this agreement upon thirty (30) days written notice, except that the VCSO may terminate this agreement immediately and without notice upon finding that the HHPD has violated the terms of this agreement.

This agreement constitutes the entire agreement of the parties and may not be modified as amended without written agreement executed by both parties.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

VOLUSIA COUNTY SHERIFF'S OFFICE

BY: _____
Sheriff Michael J. Chitwood

Date: _____

ATTEST

BY: _____
Name: _____
Title: _____
Date: _____

HOLLY HILL POLICE DEPARTMENT

BY: _____
Chief Steve Aldrich

Date: _____

ATTEST

BY: _____
Name: _____
Title: _____
Date: _____



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: February 13, 2018
FROM: Valerie Manning
SUBJECT: Urban Surf 4 Kids - Movies in the Park - Contract Renewal for 2018
NUMBER: (ID # 1893)
APPLICANT:
PLANNER:

DISCUSSION:

Urban Surf 4 Kids would like to renew their contract with the city for the Movie In The Park event at no cost to the city, to operate in Sunrise Park. All terms and conditions of the contract remain the same.

FISCAL

ANALYSIS:

There is no city dollars being spent on this event. The city would be providing the use of the park, advertisement on the digital sign and the city's social media, trash cans and working lights in the park.

STAFF

RECOMMENDATION:

Staff recommends the City Commission support this activity for the following months: March through October, 2018.

COMMISSION GOAL:

Goal #5: Promote a small town city “branding” that focuses on the city’s accessible staff and interactive use of technologies (i.e. city website), the city’s business friendly approach to attract and retain business, and the city’s available open space, parks, and waterfront amenities that enhance the quality of life for citizens.

MOTION:

To approve and authorize the City Manager to enter into the contract renewal with Wesley Stewart of Urban Surf 4 Kids.

- Movies In The Park Renewal Contract 2018 (PDF)



CITY OF HOLLY HILL

The City with a Heart

1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117

www.hollyhillfl.org

Building, Zoning, Licensing & Inspections

386-248-9442
Fax 386-248-9498

City Clerk

386-248-9441
Fax 386-248-9448

City Manager

386-248-9425
Fax 386-248-9448

Community Services

386-248-9435
Fax 386-248-9448

Economic Development

386-248-9444
Fax 386-248-9448

Finance

386-248-9427
Fax 386-248-9497

Human Resources

386-248-9440
Fax 386-248-9448

Information Technology

386-248-9459
Fax 386-248-9448

Public Works

386-248-9463
Fax 386-248-9499

Utility Billing

386-248-9432
Fax 386-248-9458

Mayor & City Commission

386-248-9441
Fax 386-248-9448

Event Contract

This contract acknowledges that Wesley R. Stewart - doing business as (Urban Surf 4 Kids) whose owner's address 135 Park Avenue, Daytona Beach, FL 32118 and the City of Holly Hill, Florida (City), whose address is 1065 Ridgewood Avenue, Holly Hill, FL 32117, a Florida municipality located in Volusia County, Florida, agree to the following terms and conditions, considered to be in effect after this **13th day of February, 2018.**

WHEREAS, the City desires to retain the service of a vendor/sponsor to be responsible for the organization, advertising and operation of a **Movie in the Park** event during the following months: March through October, 2018.

WHEREAS, Urban Surf 4 Kids desires to provide said services as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

1) The City hereby agrees to retain Urban Surf 4 Kids, at no cost to City, to organize, advertise and operate an event at Sunrise Park. The City hereby agrees to be responsible for and provide the following:

- The use of Sunrise Park, at no cost, to Urban Surf 4 Kids, for the purpose of showing movies at no cost to the attendees.
- Movies will have a rating no higher than PG-13.
- Provide advertising on the electronic sign located at City Hall.
- Provide trash cans currently in use in Sunrise Park.
- Insure that all lights are in working order during the event.
- The City reserves the right to approve all movies 30 days in advance of the event.

2) Urban Surf 4 Kids hereby agrees to provide all necessary services to organize, advertise and operate, except as assumed by the City in Paragraph 1 above, an event at Sunrise Park and to include:

- Secure appropriate movie licensing to show movies in the park.
- Promote and advertise the event.
- Maintain complete control of the event including all vendors and participants.
- Maintain sufficient staffing to keep Sunrise Park free of debris at all times during the event.
- Event hours will be from 6:30 PM to 11:00 PM. Including set up and break down of all supplies and materials.
- Provide family entertainment in the form of P.G. movies (as approved by the City).
- Maintain liability insurance naming the City as an additional insured. A certificate of insurance must be provided to the City at least 5 days before the event.
- All vendors will sign a release of liability indemnifying the City of Holly Hill.
- No alcohol will be served nor consumed in Sunrise Park.
- At the end of the event, Urban Surf 4 Kids shall restore Sunrise Park back to the condition that existed prior to the event, except that the City shall be responsible for those restoring the items the City performed in Paragraph 1 above.
- Event dates and movies will be as follows (*weather permitting*):
 - March 17th – Sing
 - April 21st – Finding Dory
 - May 19th – Americano
 - June 16th – Batman the Lego Movie
 - July 21st – Captain Underpants
 - August 18th – Diary of a Wimpy kid – The Long Haul
 - September 15th – The Boss Baby
 - October 20th – The Nut Job 2

3) It is the intent of the Agreement to create an independent contractor relationship and not an agency relationship or employment relationship. Urban Surf 4 Kids shall be responsible for any and all payments owed to vendors and staffing (if applicable) and shall not have the authority to obligate the City nor make any representation that the City is any way responsible for the event other than for those items specifically assumed by the City in this Agreement.

4) The City retains all rights under Sovereign Immunity and nothing in this Agreement shall be interpreted or construed to be a waiver of Sovereign Immunity.

5) In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to be reimbursed reasonable attorney fees and costs. Venue for any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida.

IN WITNESS WHEREOF, the Grantor/Grantee has hereunto set his hand and seal on the day and year first above written.

Signed in the presence of:

GRANTOR:

Joseph A. Forte, City Manager
City of Holly Hill

Print: _____

GRANTEE:

Wesley R. Stewart (Urban Surf 4 Kids)

Print: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ who ☐ is personally known to me or ☐ has produced a drivers' license as identification and who ☐ did ☐ did not take an oath.

Notary Public, FLORIDA

Printed Name _____

My Commission Expires: _____



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: February 13, 2018
FROM: Scott Gutauckis
SUBJECT: Police Laptop Purchase
NUMBER: (ID # 1897)
APPLICANT:
PLANNER:

DISCUSSION:

Current law enforcement laptops are five years old and have exceeded their warranty status. Parts are missing and batteries are failing and replacing parts and batteries add significantly to the cost of maintaining the current equipment. The City has programmed and budgeted to replace 25 laptops this year.

Laptops are purchased on the State contract, GSA-35F-303DA Promark contract, in compliance with the city's purchasing policy Sec. 30-63 Formal Contract Procedure - (e) Cooperative and piggyback procurements. (2) Goods and services may be procured without competitive selection pursuant to a piggyback contract subject to the following conditions: b.) The contract being piggybacked must contain a firm unit price or rates for each type of good or service being procured by the city. Piggyback contracts will not be used to make purchases based on state or federal contracts that merely contain prequalified lists of vendors without also setting forth rates or other form of firm pricing.

FISCAL

ANALYSIS:

Budgeted \$55,000 in account 301-1306-516.64-00. Proposed expenditure is \$36,204.75.

STAFF

RECOMMENDATION:

Approve purchase of replacement Police department laptops.

COMMISSION

GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

Approve as submitted by staff.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: February 13, 2018
FROM: Valerie Manning
SUBJECT: Spectrum Enterprise - Phone Services
NUMBER: (ID # 1892)
APPLICANT:
PLANNER:

DISCUSSION:

Since the sale of Bright House to Spectrum, the City has been working with its telephone/internet service provider to negotiate a better price for services being received by the City. The IT Manager solicited quotes from three vendors to compare pricing and services. Level 3, the lowest bidder by \$700.00 over a three year period recently acquired Century Link but may be experiencing some organizational difficulties due to the acquisition. Mittel is the highest bidder with an increase of \$4,277.00 over the current cost. Since the staff has a working relationship with Spectrum, the staff is recommending the City proceed with Spectrum for a reduction in price resulting in a savings of \$3,960.00 over the three year period of the new agreement.

- Sec. 30-63. - Formal contract procedure. (g) Other procurements authorized without competitive selection. The following goods and services may be procured without competitive selection: (3) Electric and other utility services that are offered only on a competitive basis or pursuant to tariffed rates.

Any modification to any contract which changes the original contract price by more than \$25,000.00 must be authorized by the City Commission. Modifications to any contract which changes the original contract price by less than \$25,000.00 must have prior authorization by the City Manager. After City Commission approval of any change orders the City Manager's authority shall be reset up to \$25,000.00.

FISCAL

ANALYSIS:

The renewal of the Spectrum contract will reduce the City's cost for telephone and internet service \$3,960.00 over the three year period of the agreement.

STAFF

RECOMMENDATION:

Staff recommends the City Commission approve the attached negotiated agreement and authorize the City Manager to execute the agreement.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that

establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

To approve the attached agreement and authorize the City manager to execute the agreement.

- Spectrum Phone Services Contract (PDF)



CITY OF HOLLY HILL
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1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117
www.hollyhillfl.org

**Building,
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 386-248-9442
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**City
Clerk**
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**Economic
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Finance
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**Human
Resources**
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**Information
Technology**
 386-248-9449
 Fax 386-248-9448

**Public
Works**
 386-248-9463
 Fax 386-248-9499

Recreation
 386-248-9460
 Fax 386-248-9446

**Utility
Billing**
 386-248-9432
 Fax 386-248-9448

January 23, 2018
 Re: Phone Contract

Mr. Forte,

Below you will find the comparison you requested. As you can see our current vendor is comparable to the other two quotes. Level 3 is lowest by \$700.00 over 36 months.

Of note is the fact that Level 3 was recently acquired by Centurylink. Apparently told to me by industry insiders there is a lot of turmoil within the organization due to the new acquisition. My opinion is that we should stay with what we know, Spectrum rather than try to save \$700.00 over a three year period with Level 3. We have been down this road before when Deltacom was bought out by Earthlink. The resulting support and service was at best horrible.

My recommendation is to sign a new three year contract with Spectrum.

Term		36			
		Spectrum Now	Spectrum Proposed	Level 3	Mittel
Reoccurring	\$	1,300.00	\$ 1,190.00	\$ 1,115.00	\$ 1,363.25
			\$		
Setup	\$	-	-	\$ 2,000.00	\$ 2,000.00
			\$		
Total	\$	46,800.00	42,840.00	\$ 42,140.00	\$ 51,077.00

Scott Gutauckis
 Information Technology Manager

Attachment: Spectrum Phone Services Contract (1892 : Spectrum Enterprise - Phone Services)

Term 36

	Spectrum Now			Spectrum Proposed			Level 3			Mittel		
Reoccurring			\$	1,300.00		\$	1,190.00		\$	1,115.00		\$ 1,363.25
Setup			\$	-		\$	-		\$	2,000.00		\$ 2,000.00
Total			\$	46,800.00		\$	42,840.00		\$	42,140.00		\$ 51,077.00



ENTERPRISE SOLUTIONS SERVICE ORDER

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service ("Terms of Service") with respect to the service order placed by Customer and accepted by Spectrum hereafter ("Service Order"), by and between Customer and Charter Communications Operating LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum"). This Service Order is executed and effective upon the latest date of signature set forth in the signature block below.

BILLING INFORMATION

Customer				Master Account Number	
City of Holly Hill (Parent)				348075-01	
Contact		Phone		Alternate	
Billing Address		City	State	Zip	
1065 Ridgewood Ave		Holly Hill	FL	32117	
Account Executive		Phone		Alt Phone	
Preston Carpenter		4078780889		3216895085	
Tax Exempt Certificate		Tax Exempt Status			
85-8012621604-C-7		Yes			

CONTACT INFORMATION

Type	Name	Title	Primary TN	Alternate TN	Email

ORDER INFORMATION

Order Type	
MACD	
Porting	Partial / Full
No	
Additional Order Comments	

Attachment: Spectrum Phone Services Contract (1892 : Spectrum Enterprise - Phone Services)



ENTERPRISE SOLUTIONS SERVICE ORDER

SERVICES, FEES, and TERMS by LOCATION

City of Holly Hill - 1065 Ridgewood Ave – Service Address: 1065 Ridgewood Ave Holly Hill, FL 32117 – Main BTN:

Product/Service	Action	Qty	One Time Charges (NRC)	Monthly Recurring Charge (MRC)	Total MRC	Service Period (Months)	Product Description
Up to 13 Static IP Addresses	Upgrade	1		\$50.00	\$50.00	36	
Fiber Internet 100Mbps	Upgrade	1		\$824.00	\$824.00	36	
Enterprise Trunking 23	Add	1		\$316.00	\$316.00	36	100 DIDs/5,000 Domestic LD MOUs
Dedicated Internet Access Ip Addresses (Up To 64)	Old Replace - Upgrade	-1		\$0.00	\$0.00	48	IP ADDRESSES (UP TO 64)
Dedicated Internet Access 50Mbps	Old Replace - Upgrade	-1		(\$925.00)	(\$925.00)	48	
Business Trunking PRI 24	Disconnect	-1		\$375.00	(\$375.00)	48	

Totals *

\$0.00

\$1,190.00

*Prices do not include applicable taxes, surcharges, and/or other fees. Business TV is delivered on a month to month basis and subject to increases.

50
559
A

Attachment: Spectrum Phone Services Contract (1892 : Spectrum Enterprise - Phone Services)



ENTERPRISE SOLUTIONS SERVICE ORDER

NOW THEREFORE, Spectrum and Customer agree to the aforementioned Terms of Service which are posted to the Spectrum website at <https://enterprise.spectrum.com/>, which Customer acknowledges and agrees that Customer has read and which in conjunction with this Service Order constitute the "Services Agreement" by and between Customer and Spectrum. Customer's continued use of the Service(s) after the implementation of any change(s) to the Terms of Service, which may change from time to time, shall reflect Customer's agreement thereto. Customer shall have the right to terminate Services ordered under this Service Order in the event Customer objects to any material change to the Terms of Service that adversely affects Customer's rights under this Service Order by providing Spectrum written notice within sixty (60) days of such change and provided that Customer pays any unpaid or previously waived one-time charges.

For Voice Service Orders Only

By signing below, I understand and acknowledge:

The customer premises equipment ("CPE") used for Spectrum Enterprise Voice and Trunk Service ("Spectrum Enterprise CPE") is electrically powered and, in the event of a power outage or Spectrum network failure, E911 services may be unavailable.

When you dial 911, your service address is automatically provided to an emergency services provider. Spectrum Enterprise CPE must not be moved to a new service address without first contacting Spectrum to identify your new service location. If you move the Spectrum Enterprise CPE to a new service address without authorization and dial 911, you will need to provide your address to the 911 operator or your call may be misdirected to the wrong location or wrong emergency provider.

During the first 72 hours after initiating service or advising us of an address change, if you dial 911, you must provide your new service address to the emergency operator. This is necessary to ensure emergency services are dispatched to your new service address because the emergency operator may not have the new service address in their records. In some locations, depending on the equipment used by local governments to provide 911 services, you will always need to convey the 911 service location information to the emergency operator.

You must ensure that all alarm, security, medical and/or other monitoring systems and services are tested to validate proper operation after Spectrum Enterprise Voice and Trunk Service is installed. You will not activate Custom Caller ID for Trunks unless the customer-defined telephone number is active and assigned to you and you employ a customer premises equipment solution that ensures that outbound emergency/911 calls are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law.

2. **NO UNTRUE STATEMENTS.** Customer further represents and warrants to Spectrum that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Spectrum contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
3. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Spectrum shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and Spectrum shall have the option of terminating this Service Order, other related Service Orders and/or the Services Agreement.
4. **ENTIRE AGREEMENT.** The terms and conditions of the Services Agreement will remain in full force and effect, except as modified by this Service Order. This Service Order will serve to supplement the Services Agreement. In the event of any conflict between the provisions of this Service Order and the provisions of the Services Agreement but excluding and subject to any applicable Survival Clause, the provisions of this Service Order shall prevail. All terms not otherwise defined herein will have the same meaning ascribed to them in the Services Agreement. The person signing on behalf of the Customer represents that he/she has full authority to bind Customer to the terms and conditions of this Service Order.
5. **FACSIMILE.** A copy sent via fax machine or scanned and e-mailed of a duly executed Services Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order, and Spectrum may rely on such copy of the Services Agreement and Service Order as if it were the original.

Attachment: Spectrum Phone Services Contract (1892 : Spectrum Enterprise - Phone Services)



ENTERPRISE SOLUTIONS SERVICE ORDER

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Service Order.

Authorized Signature for
Charter Communications Operating, LLC
By: Charter Communications, Inc., its Manager

Printed Name and Title

Date Signed

Authorized Signature for Customer
City of Holly Hill (Parent)

JOSEPH FORTE, CITY MANAGER
Printed Name and Title

Date Signed

Attachment: Spectrum Phone Services Contract (1892 : Spectrum Enterprise - Phone Services)

COMMERCIAL TERMS OF SERVICE

These Commercial Terms of Service, including all Attachments, Service Orders and other documents identified hereunder, each of which are incorporated herein by reference (collectively, the "Service Agreement" or "Master Agreement") by and between Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") (collectively, the "Parties" or each individually a "Party") for the services specified (the "Services") in each respective service order (each a "Service Order"). The Attachments to these Commercial Terms of Service ("Attachments") further describe Spectrum's Services.

Customer should consult Spectrum's website <https://enterprise.spectrum.com/> to be sure Customer is aware of and remains in compliance with the Service Agreement, including all incorporated documents governing the services provided to the Customer ("Service" or "Services") by Spectrum. Customer's continued use of the Services shall be deemed acknowledgment that Customer has read and agreed to the provisions set forth in this Service Agreement.

Customer understands and agrees that certain Services may not be available in all Spectrum service areas and that upon entering into a Service Order with Customer, Spectrum, at its discretion, may utilize one or more third parties to deliver the Services (the latter, "Third Party Services"). The Third Party Services may be subject to additional terms and conditions.

GENERAL

1. **SERVICE AGREEMENT TERM.** This Service Agreement shall be effective upon the latest date of the signatures required hereto. This Service Agreement shall terminate upon the lawful termination of the final existing Service Order entered into under this Service Agreement.
2. **SERVICES.** Customer shall request Services hereunder by submitting orders in a manner required by Spectrum which may include orders placed via telephone, online or paper. Upon Spectrum's acceptance of a service order(s), as indicated either by Spectrum's written acceptance or by Spectrum's delivery of the Services, such service order(s) shall be deemed an "Order" (or Service Order) hereunder and shall be deemed incorporated into this Service Agreement.
3. **ORDER TERM.** "Order Term" (or "Service Period") is the time period starting on the date the Services are functional in all material respects and available for use (the "Turn-up Date"), and continuing for the number of months specified in the Service Order(s).

Unless otherwise set forth in an accepted Service Order, the initial (or minimum) term for Service is one (1) month from the Turn-up Date and the minimum charge is the established MRC (defined below) for one (1) month.

Upon expiration of the initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms, unless either Spectrum or Customer elects to not renew the Order Term by written notice provided to the other at least 30 days in advance of the expiration of the then-current Order Term.

4. **SERVICE LOCATION.** Spectrum shall provide the Services to Customer at the Service address ("Service Location").
5. **AVAILABILITY OF FACILITIES.** Services and associated products, facilities, equipment, features and functions will be available in accordance with the Service Agreement, where technically and operationally feasible. Spectrum's obligation to furnish Services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary facilities, pole lines, circuits and equipment and to provide for the installation of those facilities required incident to the furnishing and maintenance of that Service.

Spectrum may limit communications, refuse to provide Services or discontinue Services when necessary because of (i) the lack of transmission medium, transmission capacity or any other facilities or equipment, (ii) the lack of available services from or interconnection with the services or facilities of other providers, (iii) any cause beyond Spectrum's control, (iv) any order, law, rule, regulation or ordinance that in any way restricts the provision or operation of the Services or (v) in the event of any prohibited use, as described herein or in any Attachment.

6. SERVICE LOCATION ACCESS AND INSTALLATION.

- (a) **Access.** Spectrum will require reasonable access to each Service Location as necessary for Spectrum to review, install, inspect, maintain or repair any Spectrum-provided equipment ("Equipment") necessary to provide the Services.

- (b) If Customer owns or controls the Service Location(s), Customer grants Spectrum permission to enter the Service Location(s) for the exercise of such right. If a Service Location is not owned and/or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum's obligations with respect to such Service Location shall terminate and be considered null and void. Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer or End User equipment, unless otherwise set forth in an Attachment or agreed in writing between the Parties.

- (c) Installation Review. Spectrum may perform an installation review of each Service Location prior to installation of the Services. Upon request, Customer shall provide Spectrum with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review.

If Spectrum determines that safe installation and/or activation of one or more of the Services will have negative consequences to Spectrum's personnel or communications network ("Network") or otherwise cause technical difficulties to Spectrum or its customers, Spectrum may terminate the respective Service(s) effective upon written notice to Customer or may require Customer to correct the situation before proceeding with installation or activation of the Services.

- (d) Subsequent Interference. If during the initial or any renewal Order Term, (i) proper operation of Equipment or provision of a Service is no longer unhindered or possible as a result of interference or obstruction due to any cause other than Spectrum or (ii) such interference/obstruction or its cause may endanger, hinder, harm or injure Spectrum's personnel, Equipment, or Network and/or cause technical difficulties to Spectrum or its customers, Spectrum may terminate the affected Service Order(s) without liability upon written notice to Customer.

- (e) Site Preparation. Customer shall be responsible for necessary preparations at its location(s) for delivery and installation of Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture and furnishings as necessary to access the Equipment or Services. Upon request, Customer shall provide any available electrical, utility service, and/or general physical network diagrams or maps prior to installation or maintenance work to be undertaken by Spectrum.

Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services ("End User") shall be borne solely by Customer.

- (f) Installation. Spectrum will schedule one or more installation visits with Customer. Customer's authorized representative must be present during installation.

If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any one time charges ("OTC"). If Customer does not agree to pay such OTC by executing a revised Service Order within five business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. OTC may include construction costs, additional Service installation charge(s), repair, replacement, and/or any other nonrecurring costs or charges.

Customer shall connect Customer's computer or network to applicable Equipment to enable access to the Services.

Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum's faulty workmanship or installation of the Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship.

At the Customer's request, Spectrum may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional OTC based on Spectrum's actually incurred labor, material or other costs for such non-routine installation or maintenance.

If the installation and maintenance of Service are requested at locations which are or may become, in Spectrum's sole opinion, hazardous or dangerous to Spectrum's employees or the public or property, Spectrum may refuse to install and maintain such Service, and, if such Service is furnished, may require the Customer to install and maintain such Services. In the event of such hazardous or dangerous conditions, Customer shall defend, indemnify, and hold Spectrum harmless from any claims, loss, damage, or other liability arising from the installation or maintenance of such Service.

Spectrum shall use reasonable efforts to make Services available by the estimated service date set forth in the Service Order. Spectrum shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures or events beyond Spectrum's control.

Examples of delays of installation include, without limitation, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by Spectrum's vendor(s), and any delays due to any other provider(s) where Spectrum is relying upon such provider(s) to meet such estimated due date which is beyond Spectrum's control.

In the event that Spectrum is unable to install the Service in accordance with the agreed upon schedule as a result of

- (i) Customer's (or any End User's) failure to deliver any required materials, support or information to Spectrum; (ii) Customer's (or any End User's) failure to provide access to a Service Location; or (iii) Spectrum not being able to obtain access to equipment or software at the Service Location as necessary for installation of the Service, then Customer shall pay Spectrum a OTC at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional OTC for each subsequent trip necessary to perform the Service installation.
- (g) Ongoing Visits. Spectrum will need periodic access for inspection, operation and maintenance of the Network. Except in emergency situations, Spectrum will obtain approval from Customer (not to be unreasonably withheld or delayed) before entering the Service Location. At Spectrum's request, Customer, or a representative designated by Customer, will accompany Spectrum's employees or agents into any unoccupied unit for any purpose relating to the Equipment.

7. EQUIPMENT AND MATERIALS.

- (a) Responsibilities and Safeguards. Except as otherwise provided in this Service Agreement or any Service Order(s), neither Party shall be responsible for the maintenance or repair of cable, electronics, structures, equipment or materials owned by the other Party; provided, however, that subject to the indemnification limitations set forth in this Service Agreement, each Party shall be responsible to the other for any physical damage or harm such Party causes to the other Party's personal or real property through the negligence or willful misconduct of such damage causing Party.

Customer shall:

- i. Safeguard Equipment against others;
- ii. Not add other equipment nor move, modify, disturb, alter, remove, nor otherwise tamper with any portion of the Equipment;
- iii. Not hire nor permit anyone other than personnel authorized by Spectrum, acting in their official capacity, to perform any work on Equipment; and
- iv. Not move nor relocate Equipment to another location or use it at an address other than the Service location without the prior written consent of Spectrum.

Any unauthorized connection or other tampering with the Services or Equipment shall be cause for immediate suspension of Services, Termination of this Service Agreement and/or legal action, and Spectrum shall be entitled to recover damages, including the value of any Services and/or Equipment obtained in violation of this Service Agreement, in addition to reasonable collection costs including reasonable attorney fees. Should any antenna, or signal amplification system for use in connection with communication equipment hereafter be installed at the Service Location which interferes with the Services, Spectrum shall not be obligated to distribute a signal to the Service Location better than the highest quality which can be furnished without additional cost to Spectrum as a result of such interference, until such time as the interference is eliminated.

Customer shall be solely responsible for securing and maintaining any and all Customer equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, "PBXs") and Trunk Equipment (as defined in Attachment B), where applicable.

- (b) Customer Security Responsibilities. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service and/or Equipment. Spectrum may suspend the Services upon learning of a breach of security and will attempt to contact Customer in advance, if practicable.
- (c) Customer shall ensure that all Equipment at Customer's and End Users' Service Locations (i) remains free and clear of all liens and encumbrances, (ii) is not modified or altered by any person or entity other than Spectrum, (iii) is not subject to accident, misuse, abnormal wear and tear, neglect, or mistreatment, (iv) is not damaged in connection with any equipment or software with which the Equipment is used and not supplied by Spectrum, (v) is not damaged by liquids, and (vi) is not used with any software not supplied by Spectrum for use with such Equipment.
- (d) Ownership. Notwithstanding any other provision contained in this Service Agreement to the contrary, all Equipment and materials installed or provided by Spectrum are and shall always remain the property of Spectrum, shall not become a fixture to the Service Location, and must be returned to Spectrum at any time Services are disconnected in the condition in which they were received subject to ordinary wear and tear. Customer will not sell, lease, assign nor

encumber any Equipment. Customer shall not obtain or acquire title to, interest or right (including intellectual property rights) in the Service or Equipment other than to the limited extent of use rights expressly granted under this Service Agreement.

Customer is solely responsible for securing any Customer-owned or provided CPE (i.e., any customer premises equipment including without limitation PBXs), and shall be solely responsible for any charges associated with such CPE or Third Party Services (including those associated with PBXs, calling card(s) and/or access numbers, regardless of whether such use (i) is authorized by Customer management or (ii) involves fraudulent activity).

- (e) Equipment Return, Retrieval, Repair and Replacement. Immediately upon termination of this Service Agreement and/or Service Order(s) ("Termination"), at the discretion of Spectrum, Customer shall return or allow Spectrum to retrieve the Equipment. Failure of Customer to return or allow Spectrum to retrieve the Equipment within 10 days after Services are terminated will result in a charge to Customer's account equal to either Spectrum's applicable unreturned equipment charge or the retail cost of replacement of the unreturned Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material/workmanship defects, together with any costs incurred by Spectrum in obtaining or attempting to regain possession of such Equipment, including reasonable attorney fees.

8. STANDARD PAYMENT TERMS. Customer shall pay recurring and non-recurring charges/fees for the Services in the amount specified on the Service Order and other applicable charges as described in this Service Agreement.

- (a) Charges. Monthly recurring charges ("MRCs") specific to the Service(s) provided by Spectrum and Third Party Services and charges for non-use-based Services, are due prior to the month the Service is delivered. Customer may be charged an OTC for construction, Service installation charge(s), repair, replacement, and/or any other nonrecurring costs or charges.

Usage-based charges will be invoiced typically within one-month of delivery of the respective use-based Service (e.g., pay-per view charges). Certain MRCs are subject to increases attributable to programming, license, copyright, retransmission and/or other similar costs imposed upon Spectrum. Spectrum shall provide at least 30 days prior notice to Customer of any increase in the MRCs.

Spectrum will not defer any charges while Customer awaits reimbursement, subsidy, discount or credit from any third party or government entity, and Customer shall have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount or credit.

- (b) Taxes, Surcharges, and Fees. MRCs and OTCs do not include taxes, fees or surcharges that Customer must pay, including but not limited to applicable sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes) arising under this Service Agreement, in addition to any surcharges that may be imposed as may be permitted under and consistent with applicable law. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption document within 15 days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least 30 days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to reimburse Spectrum for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation.

Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund ("USF") charges, etc.).

Furthermore, Spectrum shall have the right to recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer.

To the extent that a dispute arises under this Service Agreement as to which Party to this Service Agreement is liable for fees or taxes based on such Party's net income, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income.

Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due from Spectrum and/or its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental

authorities, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes and surcharges.

- (c) Change Requests. Any charges associated with Service and Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within 5 business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).
- (d) Site Visits and Repairs. If Customer's misuse, abuse or modification of the Services, Equipment or Network results in a visit to a Service Location for inspection, correction or repair, Spectrum may charge Customer a site visit fee as well as charges for any resulting Equipment or Network repair or replacement, which may be necessary.

If Spectrum responds to a service call initiated by Customer, and Spectrum reasonably determines that the cause of such service call is not due to a problem arising from Spectrum's Network, but rather is due to Customer-provided or Customer-owned equipment or facilities, or a third party not under Charter's control or direction, Customer must compensate Spectrum for the service call at Spectrum's then-prevailing commercial rates.

9. Invoicing Disputes. Customer must provide written notice to Spectrum of any disputed charges within 90 days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged. Customer shall not be entitled to dispute service charges nor request credits more than 90 days from the payment date on invoice for such Service.
- (a) Late Fees. Undisputed amounts not paid within 30 days of the invoice date shall be past due and subject to a late fee of 1.5% per month or the maximum amount permitted by law.
- (b) Non-payment. If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a reconnect fee, and one or more MRCs in advance before reconnecting Services.
- (c) Collection Fees. Spectrum may charge a reasonable service fee for all returned checks and bank card, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Service Agreement.
10. Customer shall also be responsible for all costs of collection of overdue amounts incurred by Spectrum (including reasonable attorneys' fees).
11. If Spectrum fails to present a charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such charges when invoiced in accordance with these payment terms.
- (a) Spectrum shall have the right to verify Customer's credit standing at any time. Additionally, Spectrum may at any time require Customer to make a deposit and/or advance payment. The deposit requested will be in cash, the equivalent of cash, or a bank, credit card or account debit authorization and does not relieve Customer of the responsibility for the prompt payment of invoices on presentation. Spectrum may deduct amounts from the deposit, bill any bank or credit card provided, or utilize any other means of payment available to Spectrum, for past due amounts.
- (b) Bundled Pricing. If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Spectrum Service ("Bundle"), then the following conditions shall apply:
- In consideration for Customer's purchase of all Services in the Bundle, and only with respect to that period of time during which Customer continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the Spectrum program governing such Bundle, will be reflected in the MRC for the respective Services.
 - Upon discontinuation or termination by Customer of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum's unbundled pricing for such Service(s) in effect at the time. Termination liability applicable to the Services under this Service Agreement shall otherwise remain unchanged.
12. **ADMINISTRATIVE WEB SITE**. Spectrum may, at its sole option, make one or more administrative web sites available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Spectrum may furnish Customer with one or more user identifications and/or passwords for use on the Administrative

Web Site. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Spectrum if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site, and Spectrum shall only be entitled to rely on all Customer uses of and submission to the Administrative Web Site as authorized by Customer. Spectrum shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Administrative Web Site. Spectrum may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Additional terms and policies may apply to Customer's use of the Administrative Web Site. These terms and policies will be posted on the site.

- 13. NO THIRD PARTY HARDWARE OR SOFTWARE SUPPORT.** Customer is responsible for the installation, repair and use of Customer-supplied third party hardware and/or software, including without limitation any necessary for the use of third party services. Spectrum does not support third party hardware or software used in conjunction with third party services or supplied by Customer. Any questions concerning third party hardware or software should be directed to the provider of that product. Spectrum assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third party software, or any Customer-supplied hardware or software with the Services. If such third party equipment or software impairs the Services, Customer shall remain liable for payments as agreed (if any) without recourse for credit or prorated refund for the period of impairment. Spectrum has no responsibility to resolve the difficulties caused by such third party equipment or software. If, at Customer's request, Spectrum should attempt to resolve difficulties caused by such third party equipment or software, such efforts shall be performed at Spectrum's discretion and at then-current commercial rates and terms.

14. CUSTOMER USE

- (a) **NO RESELLING:** Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for Customer's internal business without the express prior written consent of Spectrum.
- (b) **NO ILLEGAL PURPOSE/UNAUTHORIZED ACCESS** Customer shall not use or permit third parties to use the Service(s), including the Equipment and software provided by Spectrum, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.
- (c) **NO INTERFERENCE.** Customer shall not interfere with other customers' use of Equipment or Services or disrupt the Spectrum Network, backbone, nodes or other Services. Violation of any part of this Section is grounds for immediate Termination of this Service Agreement and/or all Service Orders in addition to any other rights or remedies Spectrum may have.
- (d) **APPLICABLE LAWS.** With respect to Customer's use of the Service (including the transmission or use of any content via the Service), Customer shall comply with all applicable laws and regulations in addition to the terms of this Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Service Agreement.
- (e) **ACCEPTABLE USE.** Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communication Commission. For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Master Agreement.

- 15. GENERAL CUSTOMER REPRESENTATIONS AND OBLIGATIONS.** Customer represents to Spectrum (a) that Customer has the authority to execute, deliver and carry out the terms of this Service Agreement and associated Service Orders and (b) that its End Users and any person who accesses any Services through Customer's equipment at the Service Location, will use the Service, Network and/or Network facilities in an appropriate and legal manner, and will be subject to the terms of this Service Agreement. Customer is responsible for ensuring its End Users comply with the terms of this Service Agreement. Customer shall be responsible for all access to and use of the Service by means of Customer's equipment, whether or not Customer has knowledge of or authorizes such access or use. Customer shall be solely liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the Service.

As between the parties, Customer is solely responsible for (a) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (b) all content that is viewed, stored or transmitted via the Service, as applicable, and (c) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer agrees to conform its equipment and software, and to ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum from time to time.

16. PERFORMANCE. Spectrum will use commercially reasonable efforts in keeping with normal industry standards to ensure that the Service is available to Customer 24 hours per day, seven days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions/outages for such reasons, as well as service interruptions/outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement, and Customer will not hold Spectrum at fault for loss of Customer revenue or lost employee productivity due to Service outages.

17. MONITORING, EQUIPMENT UPGRADES AND MODIFICATIONS. Spectrum has the right, but not the obligation, to upgrade, modify and enhance the Spectrum network (including Equipment and related firmware) and the Service and take any action that Spectrum deems appropriate to protect and/or improve the Service and its facilities.

Spectrum shall have the right, but not the obligation, to monitor and record oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance.

18. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION. No express or implied waiver by Spectrum of any event of noncompliance shall in any way be a waiver of any further subsequent event of noncompliance. Nothing herein, including termination of this Service Agreement or any Service Order(s), shall relieve Customer of its obligation to pay Spectrum all amounts due.

(a) Default by Customer. Customer shall be in default under this Service Agreement if Customer does one or more of the following things (each individually to be considered a separate event of default) and Customer fails to correct each such noncompliance within 30 days of receipt of written notice ("Default"):

- i. Customer is more than 30 days past due with respect to any payment required hereunder;
- ii. Customer otherwise has failed to comply with the terms of this Service Agreement.

(b) Termination for Convenience. Notwithstanding any other term or provision in this Service Agreement, Customer shall have the right to terminate a Service Order, or this Service Agreement in whole or part, at any time upon thirty (30) days prior written notice to Spectrum, and subject to payment of all outstanding amounts due, any applicable Termination Charges, and the return of any Spectrum Equipment. In the event Customer cancels a Service Order prior to Spectrum actually delivering Services, and in the event that Spectrum incurs construction or installation costs or charges prior to such cancellation, then Customer shall reimburse Spectrum for such charges actually incurred.

(c) Spectrum's Right to Suspend, Terminate and apply a Termination Charge. If Customer is in Default, Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to:

- i. Immediately suspend Services to Customer until such time as the underlying noncompliance has been corrected without affecting Customer's on-going obligation to pay Spectrum any amounts due under this Service Agreement (e.g., the MRCs) as if such suspension of Services had not taken place;
- ii. Terminate the Services, this Service Agreement or the applicable Service Order(s).

If Termination is due to Customer' Default or is elected/done by Customer for convenience, Customer must pay Spectrum a Termination charge (a "Termination Charge"), which the parties recognize as liquidated damages. This Termination Charge shall be equal to 100% of the unpaid balance of the MRCs that would have been due throughout the applicable Service Period plus 100% of (1) the outstanding balance of any and all OTCs plus (2) any and all previously waived OTCs.

iii. The provisions of sections 8-11, 14, 20-21, 23-26 and the Attachments shall survive the termination or expiration of the Service Agreement.

(d) Default by Spectrum. Spectrum shall be in default under this Service Agreement if Spectrum fails to comply with the terms of this Service Agreement and/or any or all of the applicable Service Order(s), and Spectrum fails to remedy each such noncompliance or occurrence within 30 days of receipt of written notice from Customer describing in reasonable detail the nature, scope and extent of the default or noncompliance ("Spectrum Default").

(e) Customer's Right to Terminate and Termination Charge.

- i. In the event Customer wishes to terminate a Service without cause, Customer shall be liable for the same Termination Charges as described in Section 18(b) above.
- ii. Customer shall have the right, at its option and in addition to any other remedies it may have, to terminate any applicable Service Order(s), if the underlying event of Spectrum Default is limited to Services provided under the applicable Service Order(s), or to terminate this Service Agreement, if the underlying event of such Spectrum Default is not so limited.

- iii. If Termination is due to a Spectrum Default, Spectrum shall reimburse Customer for any pre-paid, unused MRCs attributable to such terminated Service Order(s). In addition, if Termination is due to Spectrum Default within one year of the applicable Turn-Up Date, Spectrum shall pay a Termination Charge, which the parties recognize as liquidated damages, equal to a portion of any OTC that has already been paid by Customer to Spectrum relative to Service at the sites covered by the terminated Service Order. This Termination Charge shall be equal to the product of a) the number of months (including partial months) remaining in the initial 12 months of the initial Service Period at the time of Termination times b) a ratio in which the numerator is the total of OTCs paid to date and the denominator is 12.

19. LIMITATION OF LIABILITY. PLEASE READ THIS SECTION CAREFULLY, IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY.

DISCLAIMER OF WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK.

- (a) SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, EQUIPMENT AND ANY RELATED MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY.

SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME.

EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE.

IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S CPE (WHETHER COMPUTER SYSTEM OR OTHER EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC.

IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

- (b) Limited Warranty. At all times during the Service Period, Spectrum warrants that it will use commercially reasonable efforts in keeping with industry standards to cause the Services to be available to Customer.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL EXPRESS AND IMPLIED WARRANTIES WHATSOEVER.

WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL RELIANCE OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS AND/OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR

SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OR INDEMNIFICATION OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE IN THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATIONS APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.

Any warranty claim by Customer must be made within 90 days after the applicable Services have been performed. Spectrum's sole obligation and Customer's sole remedy, with respect to any breach of the limited warranty set forth herein, shall be a prorated refund of the fees paid by Customer based on the period of time when the Services are out of compliance with this limited warranty provision.

- (c) Content. Any content that Customer may access or transmit through any Service is provided by independent content providers, over which Spectrum does not exercise and disclaims any control. Spectrum neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through any Service; and assumes no responsibility for content. Spectrum specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service. Such content or programs may include programs or content of an infringing, abusive, profane or sexually offensive nature. Customer and its authorized users accessing other parties' content through Customer's facilities do so at Customer's own risk, and Spectrum assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.
- (d) Damage, Loss or Destruction of Software Files and/or Data. Customer uses the Services and Equipment supplied by Spectrum at its sole risk. Spectrum does not manufacture the Equipment, and the Services and Equipment are provided on an "as is, with all faults basis" without warranties of any kind. Spectrum assumes no responsibility whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals which may result from Customer's use of any Service. Spectrum does not warrant that data or files sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time.
- (e) Unauthorized Access. If Customer chooses to run or offer access to applications from its equipment that permits others to gain access through the Network, Customer must take appropriate security measures. Failing to do so may cause immediate Termination of Customer's Service by Spectrum without liability for Spectrum. Spectrum is not responsible for and assumes no liability for any damages resulting from the use of such applications, and Customer shall defend, hold harmless, and indemnify the Spectrum Indemnified Parties (defined hereafter) from and against any claims, losses, or damages arising from such use. Spectrum is not responsible and assumes no liability for losses, claims, damages, expenses, liability, or costs resulting from others accessing Customer's computers, its internal network and/or the Network through Customer's equipment.
- (f) Force Majeure Event. Neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Services. Changes in economic, business or competitive conditions shall not be considered a Force Majeure Event.

20. INDEMNIFICATION. In addition to its specific indemnification responsibilities set forth elsewhere in this Service Agreement and as permissible under applicable law, Customer at its own expense, shall indemnify, defend and hold harmless Spectrum and its parents, directors, employees, representatives, officers and agents, (the "Indemnified Parties") against any and all claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Spectrum Indemnified Parties, including reasonable attorney fees and court costs incurred by Spectrum Indemnified Parties under this Service Agreement, to the full extent that such arise from:

- (a) Customer's misrepresentation with regard to or noncompliance with the terms of this Service Agreement and any or all Service Orders,
- (b) Customer's failure to comply with any applicable law, order, rule, regulation or ordinance,
- (c) Customer's negligence or willful misconduct, and/or

- (d) any fees, fines or penalties incurred by Spectrum as a result of Customer's violation of the 10% Rule as set forth in any Attachment(s).

Spectrum Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim at Customer's cost and Customer shall cooperate with Spectrum Indemnified Parties in such case.

- 21. TITLE.** Title to the Equipment shall remain with Spectrum during the applicable Service Period. Customer shall keep that portion of the Equipment located on Customer premises free and clear of all liens, encumbrances and security interests. Upon termination of Service or expiration of a Service Order's Service Period for a specific site, Spectrum shall have the right to remove all Equipment components and/or leave any of such components in place, assigning title and interest in such components to Customer, it being understood that no further notice or action is required to accomplish the assignment contemplated hereunder. Spectrum shall have the right to remove the Equipment and all components within 60 days after such termination.
- 22. COMPLIANCE WITH LAWS.** Customer shall not use or permit its End Users or other third parties to use the Services in any manner that violates applicable law or causes Spectrum to violate applicable law. Both parties shall comply with all applicable laws and regulations when carrying out their respective duties hereunder.
- 23. ARBITRATION.** EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT, INCLUDING WITHOUT LIMITATION THE ARBITRABILITY OF THE CONTROVERSY OR CLAIM, SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THIS SERVICE AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS SERVICE AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.
- 24. PROPRIETARY RIGHTS AND CONFIDENTIALITY.**
- (a) **Spectrum's Proprietary Rights.** All materials including, but not limited to, any Spectrum Equipment (including related firmware), software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers. Customer shall acquire no interest in the Spectrum Materials by virtue of the payments provided for herein other than the limited non-exclusive and non-transferable license to use the Spectrum Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum. Customer shall not open, alter, misuse, tamper with or remove the Equipment or Spectrum Materials as and where installed by Spectrum, and shall not remove any markings or labels from the Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.
- (b) **Confidentiality.** Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Spectrum Materials and any other information and materials provided by Spectrum in connection with this Service Agreement, including but not limited to the content of this Service Agreement that are identified or marked as confidential or are otherwise reasonably understood to be confidential, including but not limited to the contents of this service Agreement and any service Order(s).
- (c) **Software.** If software is provided to Customer hereunder ("Software"), Spectrum grants Customer a limited, non-exclusive and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Service for Customer's internal business purposes during the Term. Customer agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software related to the Services.
- 25. PRIVACY.** Spectrum treats private communications on or through its Network or using any Service as confidential and does not access, use or disclose the contents of private communications, except in limited circumstances and as permitted by law. Spectrum also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Spectrum's website at www.business.spectrum.com. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Customer.

Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act (the "Telecommunications Act"), the Federal Cable Communications Act (the "Cable Act"), the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in an Attachment, the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Service Agreement by this reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers ("ARIN") or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

- 26. NOTICES.** Any notices to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses:

If to Spectrum:
 Charter Communications
 ATTN: Commercial Contracts Management
 Dept: Corporate - Legal Operations
 12405 Powerscourt Drive
 St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address. Each Party may change its respective address(es) for legal notice by providing notice to the other Party.

27. MISCELLANEOUS.

- (a) Entire Agreement; Signatures. This Service Agreement including without limitation all Attachments, incorporated documents and any related, executed Service Order(s) constitute the entire agreement and understanding between the Parties with respect to the Services, Network and Equipment. This Service Agreement supersedes all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of this Service Agreement. This Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature.
- (b) Order of Precedence. Each Service shall be provisioned pursuant to the terms and conditions of this Service Agreement. In the event that Spectrum permits Customer to use its own standard purchase order form to order the Service, the parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of any Attachment or Order are inconsistent with the terms of this Service Agreement, the terms of this Service Agreement shall control.
- (c) No Amendments, Supplements or Changes. Except for pricing terms as set forth in this Service Agreement, this Service Agreement and the associated executed Service Order(s) may not be amended, supplemented or changed without both Parties' prior written consent.
- (d) No Assignment or Transfer. The Parties may not assign or transfer (directly or indirectly by any means, by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining written consent from the other Party, which consent shall not be unreasonably withheld; provided, however, that without Customer's consent, Spectrum may assign this Service Agreement and the associated executed Service Order(s) to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s).
- (e) Severability. If any term, covenant, condition or portion of this Service Agreement or any related, executed Service Order(s) shall, to any extent, be invalid or unenforceable, the remainder of this Service Agreement or any related, executed Service Order(s) shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.
- (f) Governing Law. The law of the state in which the Services are provided (excluding its conflicts of law provisions) shall govern the construction, interpretation, and performance of this Service Agreement, (A) except to the extent superseded by federal law or (B) in the event the Services are provided in multiple states, the law of the State of New

York shall govern. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.

- (g) Joint Preparation. Both parties had the opportunity to review and participate in the negotiation of the terms of this Service Agreement and the Service Order(s) and, accordingly, no court construing this Service Agreement and any Service Order(s) shall construe it more stringently against one Party than against the other.
- (h) No Third Party Beneficiaries. The terms of this Service Agreement and the parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Service Agreement, and the consideration provided by each Party hereunder only runs to the respective parties hereto, and that no person or entity not a Party to this Service Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the parties hereto.
- (i) Waiver. Except as otherwise provided herein, the failure of Spectrum to enforce any provision of this Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.
- (j) Remedies Cumulative and Nonexclusive. Unless stated otherwise herein, all rights and remedies of the Parties under this Service Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies

Attachment A Spectrum Cable TV Service ("Cable TV Service")

Cable TV Service: These terms shall apply, in addition to the Commercial Terms of Service and the respective Service Order (if applicable) (collectively, the "Service Agreement"), if Customer elects to receive Cable TV Service. Continued use or reception of the Cable TV Services is subject to this Service Agreement. Cable TV Service includes basic, expanded basic/cable programming services, and digital cable services. Music Choice® shall also be considered a part of the Cable TV Service.

1. Music Rights Fees. Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and SESAC, Inc. (SESAC) or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services.
2. Premium and Pay-Per-View. Customer may not: (i) exhibit any premium Services such as HBO or Showtime in any public or common area; (ii) order or request Pay-Per-View (PPV) programming for receipt, exhibition or taping in a commercial establishment; or (iii) exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Spectrum's prior written consent.
3. HD Formatted Programming. If Customer has selected High Definition ("HD") formatted programming, Customer is responsible for provision, installation and maintenance of the receiving equipment and/or facilities necessary for its reception and display. Any failure of Customer to fulfill the foregoing obligation shall not relieve Customer of its obligation to pay the applicable MRCs or OTCs for HD formatted programming. In the event that changes in technology require the use of specialized equipment to continue to receive Cable TV Services, Spectrum shall provide such Equipment, and Customer shall pay for such Equipment at the same rate charged by Spectrum to commercial customers in the service area in which Customer's property receiving the Cable TV Service is located.
4. Provision of Service. Without notice, Spectrum may preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, line-up applicable to, and/or distribution of its Cable TV Services.
5. Restrictions. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the Cable TV Services (or any part thereof); or (ii) transmit the Cable TV Services by any television or radio broadcast or by any other means or use the Cable TV Services outside the Service Location. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. With respect to the music programming comprising a portion of the Cable TV Services, Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the Cable TV Services are being performed or are to be performed; (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the Cable TV Services; or (iii) insert any commercial announcements into the Cable TV Services or interrupt any performance of the Cable TV Services for the making of any commercial announcements.
6. Audit. Customer shall permit Spectrum to conduct audits at periodic intervals as needed to ascertain, among other things, the number of television sets receiving the Cable TV Service. In the event that any Spectrum audit reveals that Customer's usage of the Cable TV Service exceeds Customer's rights under the Service Agreement and without abrogating or otherwise affecting Spectrum's right to consider such activity a breach of the Services Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage.
7. Noninterference. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the Cable TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum.
8. Charges. Without limiting the terms set forth elsewhere in the Service Agreement, the MRCs set forth in a Service Order for Cable TV Service do not include applicable taxes, regulatory fees, franchise fees or public access fees. Without

limiting the terms set forth elsewhere in the Services Agreement, the MRCs for the Cable TV Service are subject to change in accordance with commercial Cable TV rate increases applied to commercial customers.

Attachment B
Spectrum Phone Service and PRI/SIP Trunk Service
(collectively, "Voice Service")

These terms shall apply, in addition to the Commercial Terms of Service and the respective Service Order (if applicable) (collectively, the "Service Agreement"), if Customer elects to receive Voice Service. Continued use or reception of the Voice Service(s) is subject to the Service Agreement. Voice Service includes Spectrum Phone Service and PRI/SIP Trunk Service.

Spectrum Voice Service is additionally governed by the terms and conditions contained in any applicable Service, Price and Terms Guide and any applicable tariff. The Spectrum Voice Service Tariff(s) and Service, Price and Terms Guide are located at Spectrum's website, <http://www.charter.com/Visitors/Policies.aspx?Policy=9> (or any successor URL). In the event of a conflict between any applicable Spectrum Voice Service Tariff(s) or Service, Price and Terms Guide and this Service Agreement, the Tariff and/or Guide shall control.

Customer's continuous use of Spectrum Voice Service(s) after Spectrum's implementation of any change(s) to such Tariff(s) and/or Guide, or Commercial Terms of Service, which may change from time to time, shall reflect Customer's agreement thereto. Customer shall have the right to terminate the Spectrum Voice Service in the event Customer objects to any material change to the applicable Tariff(s) and/or Guide that adversely affects Customer's rights under this Service Agreement by providing Spectrum with written notice within sixty (60) days of such change and provided that Customer pays any unpaid or previously waived one-time charges and any applicable early termination charges.

Spectrum Phone Service: If Customer selects to receive Spectrum Phone Service, Customer will receive voice service consisting of one or more lines or connections and a variety of features, as described more fully in the applicable Service Order.

Spectrum SIP Trunk Service: If Customer selects to receive the Spectrum SIP Trunk Service, Customer will receive voice and call processing services via eight or more concurrent call paths using a Session Initiation Protocol ("SIP") connection to the Customer's private branch exchange (including any non-Spectrum switch, collectively, "PBX") or other equipment, facilities and/or services ("Customer-provided equipment" or "CPE"), and a variety of features, as described more fully in the applicable Service Order.

Spectrum PRI Service: If Customer selects to receive Spectrum PRI Service, Customer will receive voice and call processing services via a full (23B+1D channel) or fractional (12B+1D channel) Primary Rate Interface ("PRI") connection to Customer's PBX or other CPE, and a variety of features, as described more fully in the applicable Service Order.

As a Spectrum SIP Trunk Service or Spectrum PRI Service customer,** Customer will receive:

Failover routing for business continuity: automatically reroutes all incoming calls to a pre-determined phone number in the event of a service outage, PBX outage, or power outage affecting inbound call processing.

In addition, as a Spectrum SIP Trunk Service or Spectrum PRI Service customer,** Customer may select to receive the following Service options, if available at Customer's Service Location:

Call overflow for business continuity: automatically reroutes all inbound calls to a pre-determined phone number when all channels are in use.

Custom Caller ID for Trunks: permits Customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes.

Customer's use of the Voice Service is subject to the following additional terms and conditions:

1. 911 Services:
 - a. Customer acknowledges that the voice-enabled cable modem used to provide Spectrum Phone Service and the Integrated Access Device ("IAD") used to provide Spectrum PRI Service or Spectrum SIP Trunk Service are electrically powered and that Voice Service, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a Spectrum network service interruption. Customer also acknowledges

that, in the event of a power outage at Customer or any End User's facility, any back-up power supply provided with a Spectrum-provided voice-enabled cable modem or IAD may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that Voice Service will be available in all circumstances. Customer shall specifically advise every end user of Voice Service that Spectrum voice-enabled customer premises equipment is electrically powered and, in the event of a power outage or Spectrum network failure, Voice Service and 911 may not be available. Customer shall distribute to all end users of Voice Service labels/stickers (to be supplied by Spectrum) and instruct all end users of Voice Service to place them on or near the equipment used in conjunction with Voice Service. The location and address associated with Voice Service will be the address identified on the Service Order (the "Service Location").

- b. Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves the voice-enabled cable modem or IAD to an address other than the Service Location identified on the Service Order, calls from the modem or IAD to 911 will appear to 911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.
 - c. In some geographic areas, Voice Service does not provide the capability to support Enhanced 911 service from multiple locations or from a location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that (1) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (2) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. IN SUCH AREAS, CUSTOMER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE VOICE SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.
 - d. Customer will be notified by Spectrum as to whether the Voice Service to which Customer subscribes includes the capability to support Enhanced 911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Voice Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to Customer-provided equipment, facilities or services, the use of third-party enterprise 911 solutions, or Customer's attempt to access Voice Service from a remote location.
 - e. By purchasing the Services, Customer certifies that Customer shall not use the Services, or allow the Services to be used: i) to provide 911 or E911 services; ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or iii) for any Automatic Location Information services related to E911. In addition, Customer shall not use the Services, or allow the Service to be used, in a manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §12.4 or any successor rules of the Federal Communication Commission ("FCC"). Any breach of this provision shall constitute a material breach of this Agreement and Spectrum shall have the immediate right, without notice or penalty, to Terminate this Agreement or, in Spectrum's sole discretion, suspend Services to Customer.
2. Customer Caller-ID: If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes, the telephone number chosen must be active and assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs a customer premises equipment solution that ensures that 911 and other emergency calls placed by an end user are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law. If Customer activates the Customer Caller ID feature, they must configure their PBX to out-pulse a telephone number that is active in their Spectrum account and accurately identifies the service location/address

for all outbound emergency 911 calls to be handled by that PBX. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a customer premises equipment solution and agrees to continue using such a solution until Customer discontinues its use of Custom Caller ID for Trunks. Telemarketers or other entities using Custom Caller ID for Trunks must comply with applicable federal and state laws, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made. The use of substitute or fictitious CPN, ANI, or other calling party information is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose.

3. **Monitoring/Alarm Systems:** Customer acknowledges that Spectrum does not guarantee that Voice Service will operate with alarm, security, medical and/or other monitoring systems and services or Customer-provided equipment, facilities and services ("Alarm Services"). Customer must ensure that all Alarm Services and related signal transmission services are tested to validate that they remain fully operational after installation of Voice Service. Customer is solely responsible for obtaining such testing from the appropriate Alarm Service providers, ensuring that such testing is completed in a timely manner, and confirming that the Alarm Services and any related Customer-provided equipment, facilities and systems that are connected to Voice Service operate properly. Customer is solely responsible for any and all costs associated with this activity.
4. **Customer Equipment:** Spectrum's obligation is to provide Voice Service to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum network demarcation point on the Customer's premises. Customer is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of Customer-provided equipment, facilities and systems to be used with Voice Service and connecting such equipment, facilities and systems to the Spectrum network interface device or equipment. Customer must notify Spectrum at least seventy-two (72) hours prior to Customer's scheduled installation appointment if Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.
5. **Access:** Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Voice Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Voice Service and all related equipment.
6. **CPNI:** Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of Voice Service usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by Spectrum pursuant to its provision of Voice Service will be protected by Spectrum as described herein, in the Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.
 - a. Spectrum may use and disclose Calling Details and CPNI when required by applicable law. Spectrum may use Calling Details and CPNI and share (including via e-mail) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum's network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.
 - b. Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that, except as provided in the Terms and Conditions and applicable law, Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details and CPNI.

- c. Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.
 - d. Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request, at Customer's option. Customer is responsible for: (i) ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals subject to the Agency Letter. Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.
7. **Directory Listings:** In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by Spectrum, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by Spectrum's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, Spectrum shall have no other liability for any error or omission in any directory listing information.
 8. **Minute Packages:** If a minutes of use ("MOU") package of minutes are exceeded, additional minutes will be charged at the standard domestic long distance rates listed at www.charter.com (or successor url).
 9. **Number Porting:** Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location to Spectrum for use with Spectrum PRI Service or Spectrum SIP Trunk Service. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST. Spectrum shall coordinate telephone number porting with Customer's former local service provider ("FLSP") using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority. Spectrum shall port in a telephone number using one of the following agreed upon methods:
 - a. *Spare Equipment Cut.* "Spare Equipment Cut" means that Customer will provide sufficient spare Customer equipment, such as line cards, for connection of Spectrum's Service(s) prior to telephone number porting. Spectrum and Customer shall verify the operational stability of the Service(s) in advance of Spectrum issuing a request to port Customer's telephone numbers from Customer's FLSP to Spectrum's Service. Customer acknowledges and accepts that the porting process involves the updating of multiple databases and may result in an outage of Service during such updates.
 - b. *Hot Cut – Business Hours.* "Hot Cut" means that Customer's existing service is disconnected prior to Customer connecting Customer's equipment to Spectrum's Service which, in turn, occurs prior to the scheduled telephone number port change. "Business Hours" means 8:00 AM to 5:00 PM, Monday through Friday, excluding Holidays. Spectrum will use reasonable efforts to resolve any issues arising during the Hot Cut prior to the execution of the port change and may cancel the port change at Customer's request. Customer acknowledges that a Hot Cut necessarily results in an interruption of Customer's telephone service thereby exposing Customer to risks associated with inability to make or receive telephone calls. Customer accepts all liability for any loss or damage arising out of or related to such an interruption.
 - c. *Hot Cut – After Hours.* For purposes of this section, Hot Cut has the same meaning as above. "After Hours" means any time outside of Business Hours. Spectrum will use reasonable efforts to resolve any issues arising during the Hot Cut prior to the execution of the port change. At Customer's request, Spectrum shall make reasonable efforts to cancel the port request, but unavailability of necessary third party resources may prevent Spectrum from effecting such cancellation. Customer acknowledges that a Hot Cut necessarily results in an interruption of Customer's telephone service thereby exposing Customer to risks associated with inability to make or receive telephone calls. Additionally, Customer acknowledges that Customer's choice of an After Hours Hot Cut exposes Customer to the additional risk of an extended outage due to unavailability of necessary third-party resources to cancel a porting request or resolve a trouble report. Customer accepts all liability for any loss or damage arising out of or related to such an interruption or outage.

Spectrum may receive requests to port a telephone number currently assigned to Customer to a third party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses Spectrum's network, Customer shall remain bound by the terms of the Agreement and this Attachment (including, without limitation, Customer's obligation to pay for any applicable Services) for any and all traffic which remains on any Customer telephone numbers. Notwithstanding the foregoing, Customer shall notify Spectrum at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Spectrum to another service provider.

10. Call Overflow/Failover: If a Spectrum PRI Service or Spectrum SIP Trunk Service customer elects to receive the call overflow or failover Routing option(s), Customer is responsible for turning the applicable option(s) on and setting up or changing the applicable destination number(s) via the Spectrum customer portal, and ensuring that the receiving telephone number(s) has adequate capacity to accept the calls generated as a result of these options. If the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.
11. Dedicated Internet Bundles: If Customer purchases a discounted bundled offering from Spectrum including a Spectrum SIP Trunk Service or Spectrum PRI Service combined with Spectrum Dedicated Internet Access, Customer must have the voice trunk installed and billing within four months after the provisioning and turn-up of the bundled data circuit. The monthly recurring charge will revert to the non-bundled rate for the installed service if Customer fails to accept both Services within this timeframe.

*** For those customers that purchased the Time Warner Cable Business Class PRI Service prior to April 1, 2013, call overflow and failover routing may be available on an individual case basis, as determined by Spectrum. Please contact your Spectrum sales representative for further information.*

Attachment C

Business Internet Access and Fiber Internet Access (collectively, "Data Services")

Internet Access Services: These terms shall apply, in addition to the Commercial Terms of Service and the respective Service Order (if applicable) (collectively, the "Service Agreement"), if Customer elects to receive one or more of the Services described herein (for purposes of this Attachment, the "Data Services"). Continued use or receipt of the Data Services is subject to this Service Agreement. *Spectrum's provision of any Data Service is subject to availability.*

Spectrum's Data Services are comprised of the following:

Business Internet Access ("BIA Service"): BIA Service is Internet access service implemented using a hybrid fiber/coax ("HFC") access network. The Customer interface to a cable modem is via Ethernet connection. BIA Service enables a variety of asymmetrical upstream and downstream rates. If Customer selects to receive the BIA Service, Spectrum shall provide connectivity from the Customer site(s) to the Customer's data network.

Fiber Internet Access ("FIA Service"): If Customer elects to receive the FIA Service, Spectrum shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider ("ISP") peering between Customer's data network identified on a Service Order and Spectrum's facilities. Customer's use of the Data Services is subject to the following additional terms and conditions:

Customer shall (i) maintain certain minimum equipment and software to receive the Data Service (see www.business.spectrum.com (or the applicable successor URL) for the current specifications); (ii) ensure that any person who has access to the Data Services through Customer's computer(s), Service Location, facilities or account shall comply with the terms of this Service Agreement, (iii) be responsible for all charges incurred and all conduct, whether authorized or unauthorized, caused by use of Customer's computers, service locations, facilities or account using the Data Services.

1. **Data Service Speeds.** Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the Data Services selected by Customer on the Service Order, however, actual Internet speeds may vary. Many factors affect speed including, without limitation, the number of workstations using a single connection. Each tier or level of Data Services has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally shall not be sustained on a consistent basis. The throughput rate experienced by Customer at any time shall vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and Spectrum network congestion, time of day and the accessed website servers, among other factors.
2. **Electronic Addresses.** All e-mail addresses, e-mail account names, and IP addresses ("Electronic Addresses") provided by Spectrum are the property of Spectrum. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.
3. **Changes of Address.** Spectrum may change addressing schemes, including e-mail and IP addresses.
4. **No Liability for Risks of Internet Use.** The Service, Spectrum's network and the Internet are not secure, and others may access or monitor traffic.
5. **No Liability for Purchases.** Customer shall be solely liable and responsible for all fees or charges for online services, products or information. Spectrum shall have no responsibility to resolve disputes with other vendors.
6. **Blocking and Filtering.** Customer assumes all responsibility for providing and configuring any "firewall" or security measures for use with the Data Service. Except to the extent set forth in the Supplemental Spectrum Business Security Service Section, Spectrum shall not be responsible in any manner for the effectiveness of these blocking and filtering technologies. Spectrum does not warrant that others will be unable to gain access to Customer's computer(s) and/or data even if Customer utilizes blocking and filtering technologies, nor does Spectrum warrant that the data or files will be free from computer viruses or other harmful components. Spectrum has no responsibility and assumes no liability for such acts or occurrences.
7. **Acceptable Use Policy.** Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at www.charter.com (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.

8. Managed WiFi Services. Managed WiFi Services include Spectrum owned equipment to establish wireless access points to enable designated users of the Customer's choice to wirelessly access the Data Service. Access to the Data Service via Managed WiFi is subject to all of the same terms under this Agreement.
9. Supplemental Managed Security Service. This subsection shall only apply in the event Spectrum's supplemental Managed Security Service has been selected by and is being delivered to Customer. The Managed Security Service maybe include software, firmware, and hardware components. Spectrum makes no warranties of any kind (express or implied) regarding the Managed Security Service and hereby disclaims any and all warranties pertaining thereto (including without limitation implied warranties of title, noninfringement, merchantability, and fitness for a specific purpose). Spectrum does not have title to and is not the manufacturer nor supplier of any software, firmware, or hardware components of the Managed Security Service. Customer shall return or destroy all such components provided to Customer upon the termination of the applicable Service Order, and in the case of destruction thereof, shall upon request, provide Spectrum with certification that such components have been destroyed. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE, NONPERFORMANCE, OR USE OF ANY SUPPLEMENTAL SERVICES.

Attachment D

Spectrum Data Transport Services: Ethernet Solutions ("Ethernet Service")

These terms shall apply, in addition to the Commercial Terms of Service and the respective Service Order (if applicable) (collectively, the "Service Agreement"), if Customer elects to receive Ethernet Service and continued use or reception of the Ethernet Service is subject to the this Agreement.

Spectrum will provide Ethernet Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more Customer end-points under a unique customer topology. Spectrum will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge device at each site that will be capable of receiving the Service as specified in the Service Order(s).

Customer's use of Ethernet Service is subject to the following additional terms and conditions:

1. Spectrum's provision of Ethernet Services is subject to availability.
2. Spectrum shall have the right to disconnect (or demand the immediate disconnection of) any Ethernet Service that degrades any service provided to other subscribers on the Spectrum network.
3. Spectrum will terminate fiber-optic cable on a patch panel or provide a coaxial outlet at an agreed upon minimum point of penetration (MPOP) up to 50 feet within each facility (unless otherwise specified in the Service Order). If the hand-off point of the Ethernet Service at Customer's premise exceeds this distance, Customer may be responsible for any additional costs for internal wiring.
4. Customer will make available to Spectrum a building ground connection at each location that meets current electrical codes for the placement of a fiber-optic patch panel and/or coaxial outlet. Unless otherwise specified in the applicable Service Order, it is recommended that Customer provide a separate 20 Amp 110V AC circuit for the edge electronics, which is powered by a UPS system. Customer-supplied routing will be necessary for communication between each Service Location.
5. For Optical Ethernet EP-LAN, Spectrum requires Customer to use Layer3 / IP interfaces and routing on WAN interfaces as opposed to Layer2. The enhanced risk of total service degradation as a result of broadcast storms or other industry known Layer2 vulnerabilities warrants this requirement. Using Layer3 / IP interfaces requires only a single MAC address to be learned on the UNI.
6. Customer's use of Ethernet Services is presumed to be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F. R. 36.154, 4 FCC Rcd. 1352). It is Customer's sole responsibility to notify Spectrum if Customer's use of the Service is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer's use of the Service remains not jurisdictionally interstate, Customer must certify at least annually that this condition remains in effect, using the form and format available upon request from Spectrum. If Customer fails to provide such certification or if the Customer's certification is inaccurate or invalid, Customer shall be liable for any resulting fees, fines, penalties and/or costs incurred by Spectrum. In addition, if Spectrum determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that Spectrum's provision of the Ethernet Services is likely to put Spectrum or its licenses, permits or business at risk, or otherwise cause financial, regulatory or operational problems for Spectrum, then Spectrum may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides Spectrum with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) Customer is otherwise brought into full compliance with any applicable laws and regulations.
7. By purchasing the Services, Customer certifies that Customer shall not use the Services, or allow the Services to be used: i) to provide 911 or E911 services; ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or iii) for any Automatic Location Information services related to E911. In addition, Customer shall not use the Services, or allow the Service to be used, in a manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §12.4 or any successor rules of the Federal Communication Commission ("FCC"). Any breach of this provision shall constitute a material breach of this Agreement and Spectrum shall have the immediate right, without notice or penalty, to Terminate this Agreement or, in Spectrum's sole discretion, suspend Services to Customer.
8. Managed WiFi Services. Managed WiFi Services include Spectrum owned equipment to establish wireless access points to enable designated users of the Customer's choice to wirelessly access the Data Service. Access to the Data Service via Managed WiFi is subject to all of the same terms under this Agreement.
9. Supplemental Managed Security Service. This subsection shall only apply in the event Spectrum's supplemental Managed Security Service has been selected by and is being delivered to Customer. The Managed Security Service may include software, firmware, and hardware components. Spectrum makes no warranties of any kind (express or implied) regarding the

Managed Security Service and hereby disclaims any and all warranties pertaining thereto (including without limitation implied warranties of title, noninfringement, merchantability, and fitness for a specific purpose). Spectrum does not have title to and is not the manufacturer nor supplier of any software, firmware, or hardware components of the Managed Security Service. Customer shall return or destroy all such components provided to Customer upon the termination of the applicable Service Order, and in the case of destruction thereof, shall upon request, provide Spectrum with certification that such components have been destroyed. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE, NONPERFORMANCE, OR USE OF ANY SUPPLEMENTAL SERVICES.

Attachment F

Spectrum Hosted Voice, Spectrum Hosted Voice for Hospitality, Spectrum Hosted Call Center, Spectrum Unified Communications (collectively, "Hosted Communications Service")

These terms shall apply, in addition to the Commercial Terms of Service and the respective Service Order (if applicable) (collectively, the "Service Agreement"), if Customer elects to receive Hosted Communications Service and continued use or reception of the Hosted Communications Service is subject to the this Agreement.

Spectrum Hosted Voice: If Customer selects to receive Hosted Voice Service delivered over fiber, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance.

Spectrum Hosted Voice for Hospitality: If Customer selects to receive Hosted Voice for Hospitality Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance. Customer may also receive Property Management System integration and other services, including a variety of features, as described more fully in the applicable Service Order.

Spectrum Hosted Call Center: If Customer selects to receive Spectrum Hosted Call Center Service, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance, as described more fully in the applicable Service Order.

Unified Communications: If Customer selects to receive Unified Communications features that are added onto a Spectrum Hosted Voice Service, Customer will receive a combination of (i) instant messaging and presence service, (ii) video calling service, (iii) desktop sharing service, and (iv) web collaboration service, as described more fully in the applicable Service Order.

Customer's use of Hosted Communications Service is subject to the following additional terms and conditions:

1. 911 Services:
 - a. Customer acknowledges that the voice-enabled fiber connection or cable modem used to provide Hosted Communications Service are electrically powered and that the Service, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a Spectrum network service interruption. Customer also acknowledges that, in the event of a power outage at Customer or any End User's facility, any back-up power supply provided with a Spectrum-provided voice-enabled fiber connection, cable modem or other hardware used in delivering the Hosted Communications Service may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that the Hosted Communications Service will be available in all circumstances. Customer shall specifically advise every end user of the Hosted Communications Service that the Spectrum voice-enabled customer premises equipment is electrically powered and, in the event of a power outage or Spectrum network failure, the Hosted Communications Service and 911 may not be available. Customer shall distribute to all end users of the Voice Services labels/stickers (to be supplied by Spectrum) and instruct all end users of the Voice Services to place them on or near the equipment used in conjunction with the Hosted Communications Service. The location and address associated with the Hosted Communications Service will be the address identified on the Service Order (the "Service Location").
 - b. Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves any of the Spectrum Equipment to an address other than the Service Location identified on the Service Order, calls from the Equipment to 911 will appear to 911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.
 - c. In some geographic areas, the Hosted Communications Service does not provide the capability to support Enhanced 911 service from multiple locations or from a location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that: (1) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller; and (2) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. In such areas, CUSTOMER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE HOSTED COMMUNICATIONS SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.

- d. Customer will be notified by Spectrum as to whether the Hosted Communications Service to which Customer subscribes includes the capability to support Enhanced 911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Hosted Communications Service, including: (1) the inability to reach 911 or other emergency services; (2) the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to Customer-provided equipment, facilities or services; or (3) the use of third-party enterprise 911 solutions or Customer's attempt to access Hosted Communications Service from a remote location.
 - e. By purchasing the Services, Customer certifies that Customer shall not use the Services, or allow the Services to be used: i) to provide 911 or E911 services; ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or iii) for any Automatic Location Information services related to E911. In addition, Customer shall not use the Services, or allow the Service to be used, in a manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §12.4 or any successor rules of the Federal Communication Commission ("FCC"). Any breach of this provision shall constitute a material breach of this Agreement and Spectrum shall have the immediate right, without notice or penalty, to Terminate this Agreement or, in Spectrum's sole discretion, suspend Services to Customer.
5. Monitoring/Alarm Systems: Customer acknowledges that Spectrum does not guarantee that Hosted Communications Service will operate with alarm, security, medical and/or other monitoring systems and services or Customer-provided equipment, facilities and services ("Alarm Services"). Customer must ensure that all Alarm Services and related signal transmission services are tested to validate that they remain fully operational after installation of the Hosted Communications Service. Customer is solely responsible for obtaining such testing from the appropriate Alarm Service providers, ensuring that such testing is completed in a timely manner, and confirming that the Alarm Services and any related Customer-provided equipment, facilities and systems that are connected to Hosted Communications Service operate properly. Customer is solely responsible for any and all costs associated with this activity.
 6. Customer Equipment: Spectrum's obligation is to provide Hosted Communications Service to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum network demarcation point on the Customer's premises. Customer is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of Customer-provided equipment, facilities and systems to be used with Hosted Communications Service and connecting such equipment, facilities and systems to the Spectrum network interface device or equipment. Customer must notify Spectrum at least seventy-two (72) hours prior to Customer's scheduled installation appointment if Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.
 7. Access: Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone or Local Area Network (LAN) wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Hosted Communications Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Hosted Communications Service and all related equipment.
 8. CPNI: Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by Spectrum pursuant to its provision of Hosted Communications Service will be protected by Spectrum as described herein, in the Privacy Policy, and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.
 - a. Spectrum may use and disclose Calling Details and CPNI when required by applicable law. Spectrum may use Calling Details and CPNI and share (including via e-mail) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum's network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.
 - b. Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that,

except as provided in this Service Agreement and applicable law, Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details and CPNI.

9. Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.
 - b. Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request. Customer is responsible for ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals identified on the Agency Letter. Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.
10. Directory Listings: In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by Spectrum, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by Spectrum's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, Spectrum shall have no other liability for any error or omission in any directory listing information. If a minutes of use ("MOU") package minutes are exceeded, any additional minutes will be charged at the standard domestic long distance rates listed at <http://enterprise.spectrum.com>.
11. Number Porting: Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location to Spectrum for use with Spectrum PRI Service or Spectrum SIP Trunk Service. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST. Spectrum shall coordinate telephone number porting with Customer's former local service provider ("FLSP") using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority. Spectrum shall port in a telephone number using one of the following agreed upon methods:
 - a. *Spare Equipment Cut*. "Spare Equipment Cut" means that Customer will provide sufficient spare Customer equipment, such as line cards, for connection of Spectrum's Service(s) prior to telephone number porting. Spectrum and Customer shall verify the operational stability of the Service(s) in advance of Spectrum issuing a request to port Customer's telephone numbers from Customer's FLSP to Spectrum's Service. Customer acknowledges and accepts that the porting process involves the updating of multiple databases and may result in an outage of Service during such updates.
 - b. *Hot Cut – Business Hours*. "Hot Cut" means that Customer's existing service is disconnected prior to Customer connecting Customer's equipment to Spectrum's Service which, in turn, occurs prior to the scheduled telephone number port change. "Business Hours" means 8:00 AM to 5:00 PM, Monday through Friday, excluding Holidays. Spectrum will use reasonable efforts to resolve any issues arising during the Hot Cut prior to the execution of the port change and may cancel the port change at Customer's request. Customer acknowledges that a Hot Cut necessarily results in an interruption of Customer's telephone service thereby exposing Customer to risks associated with inability to make or receive telephone calls. Customer accepts all liability for any loss or damage arising out of or related to such an interruption.
 - c. *Hot Cut – After Hours*. For purposes of this section, Hot Cut has the same meaning as above. "After Hours" means any time outside of Business Hours. Spectrum will use reasonable efforts to resolve any issues arising during the Hot Cut prior to the execution of the port change. At Customer's request, Spectrum shall make reasonable efforts to cancel the port request, but unavailability of necessary third party resources may prevent Spectrum from effecting such cancellation. Customer acknowledges that a Hot Cut necessarily results in an interruption of Customer's telephone service thereby exposing Customer to risks associated with inability to make or receive telephone calls. Additionally, Customer acknowledges that Customer's choice of an After Hours Hot Cut exposes Customer to the additional risk of an extended outage due to unavailability of necessary third-party resources to cancel a porting request or resolve a trouble report. Customer accepts all liability for any loss or damage arising out of or related to such an interruption or outage.

Spectrum may receive requests to port a telephone number currently assigned to Customer to a third party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses Spectrum's network, Customer shall remain bound by the terms of the Agreement and this Attachment (including, without limitation, Customer's obligation to pay for any applicable Services) for any and all traffic which remains on any Customer telephone numbers. Notwithstanding the foregoing, Customer shall notify Spectrum at

least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Spectrum to another service provider.

12. Unified Communications Services:

- a. Unified Communications Services are available in personal computer and mobile phone or tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service. Changes made to either the features, functionalities, or capabilities, or to the application user interface formats shall be at the sole discretion of Spectrum.
- b. Unified Communications Services are nonexclusive and nontransferable, and Customer shall prohibit use of the Unified Communications Services by any third party other than the Customer for such Customer's internal business purposes.
- c. Use of the Unified Communications Services by Customer does not permit or imply any passing of title, trade names, trade dress, trademarks, service marks, commercial symbols, copyrightable materials, designs, logos, and/or any other intellectual property from Spectrum or its third party vendors involved in delivering the Unified Communications Services to Customer.
- d. Third party vendors used by Spectrum in delivering the Unified Communications Services to Customer do not provide any warranties, direct or indirect, express or implied, to Customer for any and all damages, whether direct or indirect, incidental or consequential, arising from the use of the Unified Communications Services.
- e. Customer shall not: (i) copy or adapt the Unified Communication Services for any purpose, other than as specifically permitted under this Agreement; (ii) use the Unified Communication Services, other than (a) in accordance with all applicable laws and regulations and (b) as set forth in the documentation provided by Spectrum to Customer; (iii) reverse engineer, translate, decompile, or disassemble the Services; (iv) use the Unified Communications Services in any outsourcing, application service provider, time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party other than the Customer; (v) cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Unified Communications Services; or (vi) delete, alter, cover, or distort any copyright or other proprietary notices or trademarks.
- f. If Customer breaches any terms of this Agreement as they relate to the Unified Communications Services, Spectrum or its third party vendors used in delivering the Unified Communications Services shall be entitled to enforce such terms to cure the material breach.
- g. Spectrum and any third party service provider Spectrum uses to provide Unified Communications Services may use Customer data provided to such service provider in the course of the performance of the Unified Communications Services, including but not limited to any personal data of Customer's employees ("UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with Spectrum or Customer, and (b) administer and/or perform this Agreement, any Service Order, and/or any agreement between Spectrum and such third party service provider. Spectrum and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Spectrum's or such service provider's employees, customers or the public.

Attachment G

Multi-Channel Video Service (Enterprise TV, Government TV, Hospitality TV, Healthcare TV, Education/University TV)

Spectrum Enterprise shall provide the customized cable television programming ("Multi-Channel Video Service") to Customer's Service Location(s) identified in a Service Order, which programming shall be subject to change at Spectrum Enterprise's discretion; provided that Spectrum Enterprise shall use reasonable efforts to substitute similar or comparable programming in the event that any of the programming services cease to be available. If the Parties agree in writing, Multi-Channel Video Service may include HBO, Showtime, TMC, Cinemax, STARZ, Encore or Epix (collectively, "Premium Services").

Spectrum Enterprise and Customer acknowledge that Customer has elected to receive 2 or more tiers of video programming service, including the "broadcast basic" level which, under Federal law, must be purchased as a condition to receipt of other tiers of video service, and Customer acknowledges that it is able to purchase the broadcast basic level of service on a stand-alone basis.

Spectrum Enterprise owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its Multi-Channel Video Service and related Network and Equipment, except for (i) any video display terminals ("Connections") or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum Enterprise) Customer shall own such items and Customer hereby grants to Spectrum Enterprise the non-exclusive right to access and use such space during the Order Term. The System is not, and shall not be deemed to be, affixed to or a fixture of the Service Location, and nothing is intended to convey any right or ownership of any portion of the Network or Equipment to Customer or any other person or entity. Customer shall be liable for any and all theft, damage and/or loss to the System, or any portion thereof, installed at the Service Location, except to the extent of any negligence or willful misconduct on the part of Spectrum Enterprise.

Customer's use of the Multi-Channel Video Service is subject to the following additional terms and conditions:

1. Multi-Channel Video Service shall not include pay-per-view, video-on-demand, or any visual content other than the mutually-agreed upon Multi-Channel Video Service channel line-up.
2. Customer shall take all necessary precautions to ensure that the Multi-Channel Video Service is received only by authorized parties, and that no part of the Multi-Channel Video Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged, nor shall Customer authorize or approve of any copying, taping or duplicating thereof. Multi-Channel Video Service is available for use at commercial establishments and other non-residential buildings (such as a bar, restaurant or fraternal organization). In commercial establishments with public viewing, only the Multi-Channel Video Service lineup(s) that is approved for public viewing may be used.
3. Customer shall permit Spectrum Enterprise reasonable access to the Service Locations to inspect the Service Location at periodic intervals to ascertain, among other things, the number of television sets receiving the Multi-Channel Video Service. Customer, at its sole expense, shall furnish, install and maintain the inside wiring.
4. Customer, at its sole expense, shall furnish, install, program, secure, and maintain all Service connections within the Service Location. The Service connections shall be installed and programmed by Customer in consultation with Spectrum Enterprise and any specifications provided by Spectrum Enterprise to Customer in writing.
5. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the Multi-Channel Video Service, which are transmitted over any of the channels provided without the prior written consent of Spectrum Enterprise. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the Multi-Channel Video Service, including without limitation delivery method and any programming contained within the Multi-Channel Video Service, without the express written consent of Spectrum Enterprise. The limitations of this paragraph shall not apply to formatting of programming as agreed by Spectrum Enterprise and Customer.
6. Customer shall provide all first level contact and support to its authorized users relating to the Network, Equipment, and Multi-Channel Video Service. In the event of any disruption, failure, or degradation of the Multi-Channel Video Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Multi-Channel Video Service impacting event. In the event that the Multi-Channel Video Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum Enterprise, Customer shall contact the designated Spectrum Enterprise technical support contact for resolution.
7. The inside wiring shall be installed by Customer in consultation with Spectrum Enterprise and any specifications provided by Spectrum Enterprise to Customer in writing. Spectrum Enterprise shall not be responsible for, and Customer shall not be entitled to any credit or rebate for an outage which may be due to a fault or failure with respect to any inside wiring, Service connections or any systems, equipment or facilities of any third party, including but not limited to, instances where such outage is due to the Customer's failure to promptly provide Spectrum Enterprise with access to the Property to inspect, monitor, repair, and/or replace the Systems or Multi-Channel Video Service.
8. Notwithstanding anything to the contrary in the Master Agreement, the MRCs for the Multi-Channel Video Service are subject to change consistent with commercial Multi-Channel Video Service rate increases applied to commercial customers.

9. Customer's use of the Set Back Box Product ("SBB") available as part of the Multi-Channel Video Service (the "SBB Offering") is subject to the following additional terms and conditions:
- A. All terms set forth in this Attachment G shall apply to the SBB Offering except to the extent modified below.
 - B. Notwithstanding Section 1 above, the SBB Offering may include certain video-on-demand programming.
 - C. Notwithstanding Section 4 above, Spectrum Enterprise shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.
 - D. If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with Spectrum Enterprise's and Customer's brands), then Customer shall provide Spectrum Enterprise a copy of Customer's logo in accordance with Spectrum Enterprise's technical specifications and hereby grants Spectrum Enterprise a right and license to use such logo for purposes of such co-branding.

**City Commission**

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 02/13/18 07:00 PM

Department: City Clerk

Category: City Manager Comments

Prepared By: Valerie Manning

Initiator: Valerie Manning

Sponsors:

CITY MANAGER COMMENTS (ID # 1901)

DOC ID: 1901

Volusia County Mosquito Control - Letter of Authority 2018 to Spray in City of Holly Hill

DISCUSSION:

This authorizes the Volusia County Mosquito Control to perform low level flights, inspection, and application of insecticides in the City of Holly Hill to provide mosquito control aerial services.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

For informational purposes only. This is an annual performance by the VCMC.

COMMISSION GOAL:

N/A

MOTION:

Not needed; just for information by the City Manager.



PUBLIC WORKS DEPARTMENT
MOSQUITO CONTROL DIVISION

JASON KRAKOWIAK
AIRBORNE OPERATIONS/ INSPECTION SUPERVISOR

801 South Street, New Smyrna Beach, Florida 32168
Phone: (386) 424-2920 • Fax: (386) 424-2924
jkrakowiak@volusia.org

January 18, 2018

Joseph Forte, City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

Dear Mr. Forte,

Attached in this correspondence is a ***Letter of Authority*** which I am requesting to be filled out and returned to the listed address above. This letter is necessary in order for Volusia County Mosquito Control to apply with the required Federal Aviation Administration Certificate of Waiver Authorization (form 7711-1). As in the past, this authorizes VCMC to perform low level flights, inspection, and application of insecticides in your town, city, or county to provide mosquito control aerial services.

Your prompt attention to this request is greatly appreciated. If you have any questions please feel free to contact me if necessary.

Respectfully,

Jason Krakowiak
Airborne Ops/Inspection Supervisor

A handwritten signature in black ink, appearing to read "Jason Krakowiak", is written over a horizontal line.



Letter of Authority

We hereby give authorization to the Volusia County Mosquito Control Division to perform low-level flights over our city and/or jurisdiction in connection with their inspection and aerial application of insecticides for the control of mosquito larvae and adults in compliance with the FAA regulations explained in a letter from Volusia County Mosquito Control during the calendar year 2018 through March 31, 2020.

SIGNED: _____

DATE: _____

NAME: _____

TITLE: _____

CITY/TOWN/COUNTY: _____

STATE: _____

ZIP CODE: _____

**City Commission**

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED**CITY MANAGER COMMENTS (ID # 1903)**

Meeting: 02/13/18 07:00 PM

Department: City Clerk

Category: City Manager Comments

Prepared By: Valerie Manning

Initiator: Valerie Manning

Sponsors:

DOC ID: 1903

Copier Lease Renewal



CITY OF HOLLY HILL
The City with a Heart
1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117
www.hollyhillfl.org

**Building,
Zoning,
Licensing &
Inspections**
 386-248-9442
 Fax 386-248-9498

**City
Clerk**
 386-248-9441
 Fax 386-248-9448

**City
Manager**
 386-248-9425
 Fax 386-248-9448

**Economic
Development**
 386-248-9424
 Fax 386-248-9448

Finance
 386-248-9427
 Fax 386-248-9448

**Human
Resources**
 386-248-9440
 Fax 386-248-9448

**Information
Technology**
 386-248-9449
 Fax 386-248-9448

**Public
Works**
 386-248-9463
 Fax 386-248-9499

Recreation
 386-248-9460
 Fax 386-248-9446

**Utility
Billing**
 386-248-9432
 Fax 386-248-9448

January 28, 2018
 Re: Copiers

Mr. Forte,

I spoke with our copier rep from Ricoh and received two proposals:

The first is if we only replace the four copiers that are either after lease or their lease will expire in April. Our current monthly cost is \$1,455.60 (approximately). If we replace the four copiers our new monthly cost will be \$1,224.47 resulting in an annual savings of \$2,773.63. There is a buyout of \$86.67 per month if we sign before April when the three copier's leases expire. This amount is less than the total amount we would pay if we waited until the lease ended.

Since we are not renewing one copier you must add the lease and service to this monthly cost resulting in a true monthly cost of \$1,518.80

The second proposal replaces all five copiers thus aligning their lease term dates. This was something you indicated would be desirable.

With this proposal our current cost per month would go from \$1,749.93 to \$1,529.65. This nets an annual savings of \$2,643.43. the buyout in this proposal would be \$154.89.

The reason the first proposal appears to save us more money is simply because it does not include the saving from the fifth copier.

It is my recommendation, in line with your goal of consolidation that we sign a new sixty month lease agreement replacing all five copiers.

Scott Gutauckis
 Information Technology Manager

Attachment: Copier Lease information (1903 : Copier Lease Renewal)

Name	ID	Column1	Model	Column2	End of Lease Date	Column3	Column4
Building and Zoning	12434985		MP C3001		11/29/2016	GE Capital 1-800-800-1060	
Police Department	20435222		MP C502		4/30/2018		
City Manager	20435437		MP C502		4/30/2018		
Public Works	13168952		MP C4503		5/1/2019		
Utility Billing	V7630100240		MP C6501SP		4/4/2018		
IT	12523207		MP C2051		OWNED		

Packet Pg. 83

*Varies per month based on usage

*Varies per month based on usage

Service*	\$ 465.70
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1

Annual Savings	\$ 2,643.43	\$ 3,580.25
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1374.76