NOTICE UNDER AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Gautier will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment

The City of Gautier does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA and Section 504 of the Rehabilitation Act of 1973.

Effective Communication

The City of Gautier will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City of Gautier programs, services, and activities, including qualified sign language interpreters, documents in large print, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures

The City of Gautier will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in City of Gautier offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City of Gautier, should contact the office of the ADA/Section 504 Coordinator at (228) 497-2539 or the Gautier City Hall at 3330 Highway 90, Gautier, MS, as soon as possible but no later than 72 hours before the scheduled event.

The ADA does not require the City of Gautier to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of the City of Gautier is not accessible to persons with disabilities should be directed to the ADA/Section 504 Coordinator, Veneice A. Barnett at (228) 497-2539 or the Gautier City Hall at 3330 Highway 90, Gautier, MS 39553.

The City of Gautier will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 222-2013

IT IS HEREBY ORDERED by the Mayor and Council of the City of Gautier, Mississippi, that the authorization to ratify contract entered into between the City of Gautier and TEC Long Distance Service with the corrections of contact information and billing address and dated September 1, 2013 is hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by Councilman Colledge, seconded by Councilwoman Martin and the following vote was recorded:

AYES:	**Gordon Gollott** **Mary Martin** **Johnny Jones** **Hurley Ray Guillotte** **Casey Vaughan** **Rusty Anderson** **Adam Colledge**
NAYS:	**None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 3, 2013.

CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell

Date: August 28th, 2013

Subject: Ratify Contract with TEC Long Distance Service

REQUEST:
City Council authorization is requested to ratify the contract with TEC Long Distance Service.

BACKGROUND
TEC Long Distance Service provides long distance calling codes for each individual line. To access the long distance within the City of Gautier a code must be placed behind the long distance number dialed. Records show what individual has placed the long distance call.

RECOMMENDATION:
The Council may:

(1) Ratify the Contract
(2) Terminate the Contract

ATTACHMENT(S):
Contract with TEC

July 30, 2013

City Of Gautier
Adrian Howell
P. O. Box 670
Gautier, MS 39553

Dear Mr. Howell:

TEC has a history and reputation for providing the highest quality services at some of the most cost-effective rates in the industry. I thank you for your business over the years, and look forward to continue working with you to achieve and maintain your telecom objectives.

Your term agreement with us has expired and as a Customer Care Consultant it is my responsibility to analyze and re-evaluate your services and costs, to secure and reaffirm the best solution to your service needs.

Enclosed is a term renewal agreement with the best plan for your needs. By signing this term, you will be locked in at these rates regardless of any increases we may incur during the upcoming months/years.

In addition, a month-to-month rating has also been enclosed. An absent term renewal by **8/15/13** will result in the attached month-to-month rate schedule which will become effective with your **Sept 1**

I am available to discuss at your convenience, please feel free to call me at 1-800-748-9090.

Sincerely,

Anne Bailey

Customer Care Consultant

TEC
BROADBAND.VOICE.DATA

P. O. Box 940
Jackson, MS 39205-0940

Enrollment Form, Service Commitment and Term Agreement

TERM COMMITMENT SCHEDULE

Customer agrees to a term commitment as indicated here: 12 month Term ____ 24 Month Term X 36 Month Term ____

THE TERM OF THIS AGREEMENT COMMENCES ON THE FIRST DAY OF THE MONTH NEXT FOLLOWING THE DATE OF THIS AGREEMENT.

SERVICE OPTION

Customer elects the following service (see service descriptions below): Local N/A Long Distance X DSL N/A Bandwidth N/A

RATE GUARANTEE

In consideration for the Customer's term commitment specified above, TEC agrees to provide the rates as listed below for the duration of this Term Agreement (except as noted below).

CUSTOMER NAME City Of Gautier CONTACT NAME Cindy Russell

CONTACT TELEPHONE NUMBER 228.497.2332 CONTACT E-MAIL CONTACT FAX

BILLING ADDRESS P. O Box 670 CITY Gautier STATE MS ZIP 39553

BILLING CONTACT 228.497.2332 BILLING CONTACT E-MAIL BILLING CONTACT PHONE # 228.497.2332

☐ BILL STMT ONLY ☐ RETAIL BILLING BY MAIL $3 PER MONTH REGISTER FOR ELECTRONIC INVOICE AT www.tecbb.com FED TAX ID #

TEC LOCAL TELEPHONE SERVICE

CUSTOMER SUBSCRIBES TO TEC LOCAL TELEPHONE SERVICE AS DESCRIBED IN THE SERVICE PROPOSAL THAT IS ATTACHED TO THIS TERM AGREEMENT AND MADE A PART HEREOF. CUSTOMER FURTHER AGREES THAT THE GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT HAVE BEEN READ AND ACCEPTED. BY EXECUTION OF THIS DOCUMENT, CUSTOMER DESIGNATES TEC AS ITS PRIMARY INTERLATA AND INTRALATA LONG DISTANCE CARRIER AND AUTHORIZES TEC TO ACT AS ITS [illegible]

TEC DSL/BANDWIDTH SERVICE

CUSTOMER SUBSCRIBES TO TEC DSL/BANDWIDTH SERVICES AS DESCRIBED BELOW:

BEST EFFORT PLUS LINE	BEST EFFORT	MONTHLY	CIRCUIT	HARDWARE	HARDWARE
1.5M x 256K with Business Line	1.5M x 256K				
3M x 384K with Business Line	3M x 384K				
6M x 512K with Business Line	6M x 512K				

BUSINESS CLASS:				
768K x 512K MINIMUM				
1.5M x 512K MINIMUM				

OTHER - DESCRIBE:						
T-1*	IPRI*					
[illegible]						

TEC LONG DISTANCE SERVICE

DEDICATED LOOP MONTHLY RECURRING CHARGE ____ INSTALLATION CHARGE ____

DEDICATED ACCESS OUTBOUND ____ per min DEDICATED ACCESS TOLL FREE ____ per min

SWITCHED ACCESS OUTBOUND $ 0.06 per min SWITCHED ACCESS TOLL FREE $ 0.06 per min

CONFERENCE ON DEMAND ____ per min TECCONNECT CARD ____ per min

TEC assumes the local dedicated facility (loop) price available for the dedicated services for which the Customer subscribes, and invoices Customer for its monthly and [illegible] charges. Increases or decreases in monthly recurring charges for loops will be passed along to Customer.

SPECIAL INSTRUCTIONS: Renewal contract on existing long distance service

CHANGES IN LOCAL SERVICE PROVIDER MAY RESULT IN PRICE RENEGOTIATIONS OR MODIFICATION

References

Bank: ____ Acct # ____ Phone # ____ Contact Name ____

Other: ____ Acct # ____ Phone # ____ Contact Name ____

The undersigned ("Customer") acknowledges that this Enrollment Form and Term Agreement is subject to approval by TEC and hereby authorizes TEC to verify all listed information and secure credit information. Customer understands that a change in long distance provider may involve a one-time charge by its local service provider.

AUTHORIZED SIGNATURE X Cindy Steen TITLE X Purchasing DATE X 9/9/13

NAME (PLEASE PRINT) X Cindy Steen

SEE GENERAL TERMS AND CONDITIONS ON REVERSE
TA 2010 01-19

GENERAL TERMS AND CONDITIONS

1 SUBSCRIPTION

Subscriber applies to TEC for the services described in this agreement and agrees to pay established rate for such services. TEC reserves the right to make routine credit investigations and Subscriber authorizes TEC to conduct such investigations as it deems necessary.

2 RATES, FEES AND CHARGES

The rates for services requested by Subscriber are noted in this Subscription for Service. In the event Subscriber changes local service provider, TEC reserves the right to adjust all rates then being charged effective with the date of the local service provider change. In addition to the rates noted on the reverse hereof, Subscriber agrees to pay:

A Minimum use charge of $5.00 per account,
B Restoration of service charge if the account is disconnected for non-payment,
C A surcharge on all toll-free calls originated from a pay telephone,
D Return check charge for any payment returned by Subscriber's financial institution for any reason,
E Late charges, consistent with appropriate state law, imposed on any balance due TEC remaining unpaid 30 days from the date of the bill
F Access charge.
G Toll-free minimum usage charge

3 DUE DATE OF BILLING AND PAYMENT TERMS

All accounts are due and payable upon receipt of the bill. All accounts are considered delinquent after 15 days from the billing date. Service is subject to interruption if the account remains unpaid for a period of 30 days or more from the date of billing. Subscriber agrees to reimburse TEC for all reasonable expenses, including reasonable attorney's fees for expenses to TEC in collection of past due balances.

4 TERMINATION OF SERVICE

Service may be terminated by TEC, with or without notice in the event:

A If the acts of the Subscriber, including furnishing false credit information, are such to indicate intention to defraud TEC.
B In the event Subscriber, with intent to annoy, telephones another and addresses to or about such person any obscene language or addresses any threat to inflict injury to a person or property of the person addressed, or to a family member; telephones another person without disclosing his true identity to the person answering the telephone.
C TEC finds it necessary to do so to protect itself from intentional abuse.
D Upon non-payment of any sum; upon a violation of or noncompliance with any of the conditions included in this Agreement.
E For any reason, 10 days after mailing notice of intention to discontinue service.
F Any subscriber-provided equipment is used with facilities provided by TEC in violation of any law.
G TEC is informed that the service is used in such a manner that will adversely affect TEC's service to others.
H In the event Customer terminates service prior to the expiration of the Service Term Commitment, Customer shall pay to TEC an early termination fee equal to 100% of Customer's monthly recurring charges multiplied by the number of whole and partial months remaining in the unexpired Service Term Commitment, in addition to any waived installation or hardware fees or charges. In the event Customer has an existing Term Contract with another provider, and it is cancelled prior to its expiration, Customer will be responsible for that termination penalty.
I All requests to terminate this Agreement must be made in writing to TEC no later than the 15th day of the month preceding the month in which the desired action is to take effect.
J Customer shall not be entitled to receive any other discount or promotion from TEC in connection with the service to which this Agreement relates. The rates and/or discounts set forth on the opposite side do not apply to any service other than that service specifically set forth therein and is incorporated herein in its entirety.
K The Agreement is subject to, and governed by, all the terms and conditions set forth in the General Exchange Tariff of TEC on file with the appropriate Regulatory body. This form and the terms of the General Exchange Tariff of TEC supersede any prior or contemporaneous proposals, discussions or agreements, written or oral, concerning the services herein.

5 SERVICE DISPUTE RESOLUTION

Any objection to billed charges must be reported to TEC within 60 days from the date the invoice is issued.

6 SERVICE AVAILABILITY

All service is subject to the availability of necessary equipment and network facilities, including those provided by underlying carriers. TEC reserves the right to make changes and modifications in service and equipment, and to change rates and terms of service offerings from time to time. Upon notice, TEC reserves the right to change access numbers and authorization codes from time to time.

7 SUBSCRIBER RESPONSIBILITY UPON SUBSCRIPTION OR TERMINATION

It is the Subscriber's responsibility to notify all previous or subsequent carriers of any changes in services to or from TEC.

8 OTHER FEES AND CHARGES

In addition to fees, rates and charges specifically noted herein, Subscriber further agrees to pay such other fees as may be assessed from time to time, including, but not limited to, PIC charges, Federal or State Universal Service Fund charges. If at any future time a County, Municipality, Parish or other local taxing authority acquires the legal right to impose an occupation tax, license, gross receipts tax, permit fee, franchise fee or similar charge upon TEC and imposes the same by ordinance or otherwise, such taxes, fees or charges may be billed to the Subscribers.

9 IN NO EVENT SHALL TEC BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES INCLUDING LOSS OF USE, PROFITS, REVENUE OR GOODWILL. TEC SHALL NOT BE LIABLE FOR ANY FAILURE OF PERFORMANCE DUE TO CAUSES AND/OR CIRCUMSTANCES BEYOND ITS CONTROL, NOR SHALL TEC BE LIABLE FOR ANY ACT OR OMISSION FOR ANY OTHER COMPANY FURNISHING ANY PORTION OF SERVICE TO SUBSCRIBER, INCLUDING, BUT NOT LIMITED TO, ANY PREMISE EQUIPMENT OWNED BY THE SUBSCRIBER. ANY EQUIPMENT SUPPLIED TO SUBSCRIBER BY TEC OR ANY OTHER SUPPLIER OF EQUIPMENT TO SUBSCRIBER (UNDER WARRANTY, SERVICE AGREEMENT, OR OTHERWISE), OR FOR ANY NETWORK SERVICE CONTRACTED BY SUBSCRIBER OR TEC.

10 AUTHORIZATION TO AMEND AGREEMENT IN THE EVENT OF REGULATORY/GOVERNMENT CHANGES.

Customer recognizes that TEC and the telecommunications industry are strictly regulated by local, state and federal governmental authorities, including the Federal Communications Commission (the "Government"). TEC's ability to provide the contracted services is subject to changes in the telecommunications industry due to actions, decrees and orders of the Government (including but not limited to rights to use and/or third party [illegible] reduce the ability of TEC to profitably provide the contracted services, then TEC may unilaterally terminate or amend this agreement by providing forty-five (45) days advance notice to Customer of the termination or amendment. A proposed amendment shall not be effective if the Customer shall, within twenty-five (25) days of the date of the notice reject such amendment in writing using the procedure outlined in the notice. If the Customer rejects the proposed amendment and the Customer and TEC are unable to reach an agreement within forty-five (45) days of the date of the original notice, then the existing agreement shall automatically terminate, without penalty to the Customer.

11 CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)

Customer Proprietary Network Information (CPNI) is defined as: Information that relates to the quantity, technical configuration, type, destination and amount of use of a telecommunications service subscribed to by any customer of a telecommunications carrier, and that is made available to the carrier by the customer solely by virtue of the carrier-customer relationship, and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer.

Subscriber grants use of TEC CPNI unless otherwise revoked in writing. Notice of such revocation should be sent to TEC, 700 South West Street, Jackson, MS 39201, Attention: CPNI.

12 TEC shall provide Customer with 911 services and , where available, Enhanced 911 services (collectively "911 Services"). TEC shall provide such 911 Services to Customer at the service delivery address associated with the telecommunications services identified on the Enrollment Form executed by Customer. Should Customer cause TEC's telephone services to be extended beyond the service delivery address other than that listed on the Enrollment Form, than Customer agrees to indemnify TEC for any and all losses sustained (including damages, fees, expenses, fines attorney fees, and interest) and liability incurred as a result of, or arising out of, or in any way relating to Customer's extension of TEC telephone services to addresses beyond the service delivery address identified n the Enrollment Form, including losses and liability resulting from, arising out of, or relating to TEC's provision of 911 Services to Customer. Customer further agrees, at TEC's election, to defend and hold TEC harmless from and against any and all claims, causes of action, suits, proceedings, inquiries or investigations, which results from, or arises out of, or in any way relates to Customer's extension of telephone services beyond the delivery address.

x ____________
Customer Initials

13 NONDISCLOSURE.

This Agreement is private contract between TEC and the Customer. Customer agrees that it will maintain the confidentiality of this Agreement and not disclose the terms of this Agreement or provide a copy of this Agreement to any person or entity, except with the prior written consent of TEC or as may be required by order of a duly authorized government agency or court.

TEC
P. O. Box 940
Jackson, MS 39205-0940
800-748-3063
www.tec.com
BROADBAND.VOICE.DATA

SERVICE PROPOSAL FOR:

City Of Gautier

Date: September 9,2013

Account: 036634
Address: 3330 Hwy 90
Gauter, MS 39553

	MINUTES	CURRENT CHARGES RATE	CURRENT CHARGES TOTAL	TEC Month-to-Month RATE	TEC Month-to-Month TOTAL	TEC Proposed 36-Month RATE	TEC Proposed 36-Month TOTAL
LONG DISTANCE USAGE							
1+Nationwide Long Distance	6002	$ 0.069	$ 41.41	$ 0.099	$ 59.42	$ 0.06	$ 36.01
PacCode Index				$ 1.000	$ 5.00		$ 5.00
Toll Free			N/A		N/A		N/A
Metaswitch Conference			N/A		N/A		N/A
		*	$ 41.41	*	$ 64.42	*	$ 41.01

*TOTALS SHOWN ABOVE DO NOT INCLUDE APPLICABLE TAXES, REGULATORY CHARGES or ACCESS FEES.

TEC IS NOT RESPONSIBLE FOR ANY CHARGES WHICH MAY RESULT FROM THE TERMINATION OF ANY EXISTING AGREEMENT.

PROPOSAL IS GOOD FOR 30 DAYS

City of Gautier
Company Name

X Cindy Steen 9/9/13
Authorized Signature Date

Cindy Steen
Print Name

Purchasing Agent
Title

TEC Manager

Service Proposal MS 2009 02-17

Motion made by Councilwoman Martin to recess until September 10, 2013 at 6:30 p.m. Motion seconded by Councilman Colledge and unanimously carried.

APPROVED BY:

_____

MAYOR

ATTEST:

_____

CITY CLERK

Submitted for approval by the Mayor and Council of the City of Gautier, Mississippi, at the meeting of September 17, 2013.