

**THIRD EXTENSION TO THE CONTRACT FOR  
Cellular Phone Service**

**061149**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between THE CITY OF GAINESVILLE, FLORIDA, a municipal corporation (hereinafter referred to as "CITY"), and Alltel communications, Inc. (hereinafter referred to as "CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR have previously entered into an agreement for cellular phone service dated November, \_\_\_\_\_, and 19, 2003

WHEREAS, the CITY and CONTRACTOR desire to continue the agreement through, September 30, 2008

NOW, THEREFORE, the parties hereto agree as follows:

1. CONTRACTOR will continue to provide the services described in the agreement dated November, 19, 2003 during the period of October 1, 2007, through September 30, 2008, subject to the same terms and conditions.
2. This extension, when executed, together with the original contract, the first amendment, first extension/second amendment and second extension constitute the entire contract between the parties.

WITNESS:

ALLTEL COMMUNICATIONS INC.

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

CITY OF GAINESVILLE:

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

This form Document No. P06-0228 is a legal instrument approved by the City Attorney. Any deviations from its intended use should be authorized by the City Attorney.

**SECOND EXTENSION TO THE AGREEMENT FOR  
Cellular Phone Service**

THIS AGREEMENT is made and entered into this <sup>th</sup> 6 day of August, 2006, by and between THE CITY OF GAINESVILLE, FLORIDA, a municipal corporation (hereinafter referred to as "CITY"), and Alltel Communications, Inc. (hereinafter referred to as "CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR have previously entered into an agreement for cellular phone service dated November 19, 2003 and first amendment dated June 7, 2005 and first extension, second amendment dated September 26, 2005 and

WHEREAS, the CITY and CONTRACTOR desire to continue the agreement through September 30, 2007.

NOW, THEREFORE, the parties hereto agree as follows:

CONTRACTOR will continue to provide the services described in the agreement dated November 19, 2003 during the period of October 1, 2006 through September 30, 2007, subject to all other terms and conditions of the original agreement as amended.

This second extension to the contract when executed, together with the original contract, the first amendment and first extension, second amendment constitute the entire contract between the parties

WITNESS:

ALLTEL COMMUNICATIONS INC.

Marie Cwyt

Tom Zimmerman

Title: Key Account Representative

Title: Director - Business Solutions

WITNESS:

CITY OF GAINESVILLE:

Rosemary Skell

Ron Ockler  
City Manager

Title: Admin Asst

APPROVED AS TO FORM AND LEGALITY

By: Ronald D. Combs  
Ronald D. Combs, Sr. Asst. City Atty  
City of Gainesville, Florida

**EXTENSION/SECOND AMENDMENT TO THE AGREEMENT FOR  
Cellular phone service**

THIS AGREEMENT is made and entered into this 26 day of September 2005, by and between THE CITY OF GAINESVILLE, FLORIDA, a municipal corporation (hereinafter referred to as "CITY"), and Alltel Communications, Inc (hereinafter referred to as "CONTRACTOR")

WHEREAS, the CITY and CONTRACTOR have previously entered into an agreement for cellular phone service dated November 19, 2003 and first amendment dated June 7, 2005 and

WHEREAS, the CITY and CONTRACTOR desire to amend the agreement, and

WHEREAS, the CITY and CONTRACTOR desire to continue the agreement through September 30, 2006.

NOW, THEREFORE, the parties hereto agree as follows:

I. Section III of the agreement between the City and Contractor dated November 19, 2003 is amended to read as follows:

A. CONTRACTOR shall be paid in accordance with their price proposal, dated 6-25-03 for a total of 361 phone lines. The initial plan will be 60,000 minutes for \$3,600.00 with 1,000 no charge mobile-to-mobile minutes per phone; one free most often called number; free long distance and no roaming on calls made within the HOME COVERAGE AREA. The HOME COVERAGE AREA is defined as the State of Florida. Nationwide roaming will be \$0.59 per minute with \$0.40 per minute long distance. Minutes used above the 60,000 included minutes in the home coverage area will be billed at \$0.20 per minute. CONTRACTOR will work with the CITY to adjust currently available plans based upon minutes used so as to minimize the overall cost to the CITY. The maximum amount of wireless lines available to the CITY on this plan will be 361.

B. Any new lines of service added to the account over and above 361 lines after the date of this amendment will be billed as follows:

\$26.00 per Line

450 Aggregate Anytime Minutes in the HOME COVERAGE AREA

Unlimited Off-Peak Calling\*

Unlimited Mobile-to-Mobile Calling\*\* (Alltel to Alltel Subscribers)

\$0.10 Each Additional Minute in the HOME COVERAGE AREA

\$0.59 roaming Plus Applicable Long distance Outside of Florida

\*Off-Peak Times: Monday through Thursday 9:01 p m to 5:59 a m. and  
Friday 9:01 p m. to Monday 5:59 a m

\*\* Unlimited Mobile-to-Mobile calling to any Alltel subscriber in HOME  
COVERAGE AREA

II Section I Scope of Services, C. Other Concerns and Requirements, item (4) of  
the agreement between the CITY and the CONTRACTOR dated November 19, 2003 as  
amended on June 7, 2005, is hereby amended in its entirety to read as follows:


- A. Effective with the first billing in October 2005, Alltel shall provide the new  
B2B web portal billing system. This system will replace the existing Bill  
Partner system in use today for electronic billing capabilities.
- B. The parties agree the City may move users, their phones and existing  
numbers between the two plans in order to maximize the most cost  
effective plan pursuant to the user and their respective phone usage.

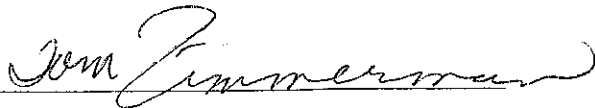
CONTRACTOR will continue to provide the services described in the  
agreement dated November 19, 2003 during the period of October 1, 2005  
through September 30, 2006, subject to all other terms and conditions of the  
original agreement as amended.

This extension and second amendment, when executed, together with the  
original contract, and the first amendment constitute the entire contract  
between the parties. This second amendment and first extension replaces and  
supercedes the month to month agreement entered into by parties on  
9/26/2005.

WITNESS:

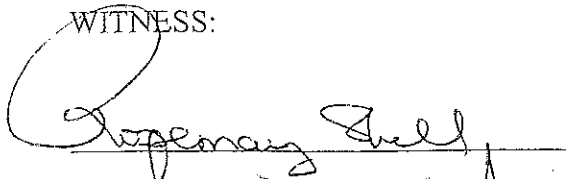
ALLTEL COMMUNICATIONS INC.

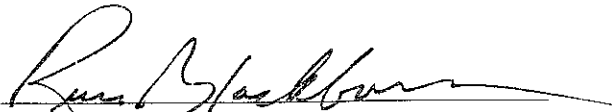
  
Title: Business Solution Rep

  
Title: Director - Business Solutions

WITNESS:

CITY OF GAINESVILLE:

  
Title: Administrative Assistant

  
City Manager

FIRST AMENDMENT TO THE CONTRACT FOR  
CELLULAR PHONE SERVICES

THIS AMENDMENT is entered into this 7 day of June, 2005 by THE CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("CITY"), and ALLTEL COMMUNICATIONS, ("CONTRACTOR")

WHEREAS, the CITY and CONTRACTOR have previously entered into an agreement for cellular phone services dated November 19, 2003; and

WHEREAS, the CITY and CONTRACTOR desire to amend the agreement;

NOW, THEREFORE, the parties agree as follows:

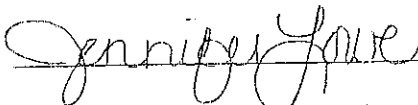
1. I. Scope of Services, C. Other Concerns and Requirements, Item 4 is hereby amended to clarify that Alltel agrees to provide to the City "E-Care" or similar product to provide the City with an automated system where minutes of use can be checked throughout the month before the bill is received by City supervisors. This system shall be fully installed and available for City use by July 15, 2005. Further, Alltel will provide training to City staff upon installation of the system at no cost to the City.

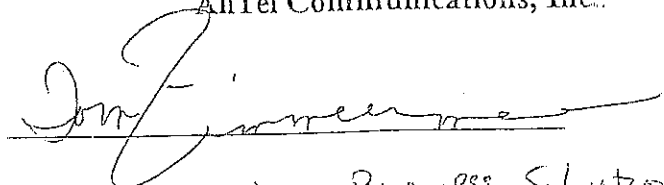
2. All other terms and conditions of the original contract, dated November 19, 2003, remain in full force and effect.

2. This amendment, when executed, together with the original contract, constitute the entire contract between the parties

WITNESS:

AllTel Communications, Inc.:



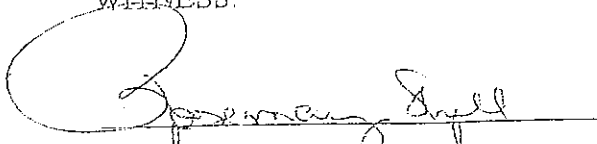


Title: Supervisor - Key Accounts

Title: Director - Business Solutions

WITNESS:

CITY OF GAINESVILLE:





Title: Administrative Assistant

APPROVED AS TO FORM AND NEUTRALITY

CITY OF GAINESVILLE  
AGREEMENT FOR CELLULAR PHONE SERVICES

This AGREEMENT ("Agreement") made and entered into this 19<sup>th</sup> day of November, 2003 between the CITY OF GAINESVILLE, ("CITY"), and ALLTEL COMMUNICATIONS, INC. ("CONTRACTOR")

WHEREAS, CITY is desirous of utilizing CONTRACTOR to provide wireless service and equipment for City employees; and

WHEREAS, CONTRACTOR is willing and capable to perform such services

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

I SCOPE OF SERVICES

CONTRACTOR shall provide CITY with wireless service and equipment as provided for in the following enumerated Specifications and Documents ("Contract Documents"), which are referenced hereto and made a part hereof as if fully contained herein:

- ⇒ City of Gainesville Request for Proposal # 040003-FPUR-RW dated June 4, 2003 and Addendum # 1 dated June 20, 2003
- ⇒ Proposal of Alltel Communications, Inc dated June 25, 2003
- ⇒ Alltel e-mail of pricing clarification of Donna Davis dated July 1, 2003

II. TERM

This AGREEMENT shall be effective October 1, 2003 and continue for two years subject to funding in subsequent budget years. However, upon satisfactory and faithful performance of the contract by the CONTRACTOR, the CITY reserves the right, through negotiation with the CONTRACTOR, to extend the term of this contract for a 12 month period with a maximum of three such extensions

III COMPENSATION/PAYMENT

CONTRACTOR shall be paid in accordance with their price proposal. The initial plan will be 36,000 minutes for \$2,250 with 1,000 no charge mobile-to-mobile minutes per phone at no charge within a 13 county area; free most often called number; free long distance within the State of Florida with no-roaming. Nationwide roaming will be \$.59 per minute and overages above the plan minutes will be \$ .20 per minute. CONTRACTOR will work with the CITY to adjust currently available plans based upon minutes used so as to minimize the overall cost to the City. This may include adding additional increments to existing plans of 36,000 or 45,000 or 60,000 minutes in 5,000 minute blocks at approximately \$ .0625/minute if approved

#### IV DEFAULT

Failure to perform any responsibility under this AGREEMENT shall place the non-performing party in default. Upon written notice by the non-defaulting party, the party in default shall have ten (10) days to correct the default. If the default is not corrected, this AGREEMENT may be terminated at the option of the non-defaulting party.

#### V TERMINATION

If the CONTRACTOR fails to observe or perform or is guilty of a substantial violation of the Contract Documents, then the CITY, after serving at least ten (10) days written notice to the CONTRACTOR of its intent to terminate and after such fault shall continue unremedied for a period of ten (10) days, may terminate the Contract without prejudice to any other rights or remedies it may have under this AGREEMENT.

#### VI INDEPENDENT CONTRACTOR

CONTRACTOR shall be considered as an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of this AGREEMENT.

#### VII INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the CITY, its officers, agents, or employees from suits, actions, damages, liability and expense in conjunction with loss of life, bodily or personal injury or property damage arising from or occasioned by any act of negligence or intentional wrongdoing on the part of the CONTRACTOR.

#### VIII SOVEREIGN IMMUNITY

Nothing in this AGREEMENT shall be interpreted as a waiver of the CITY'S sovereign immunity as granted under Section 768.28 Florida Statutes.

#### IX. TIMELINESS

The CITY and CONTRACTOR further agree time is of the essence in performance of work and that work under this AGREEMENT is required to be performed in an expeditious manner and with care reasonably expected of a consultant performing these duties.

#### X. VALIDITY

If any provision of this AGREEMENT is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, and shall not invalidate the remaining provisions of this AGREEMENT

### XI CONTACT PERSONS

The parties hereto designate the following persons to be contacted regarding the performance of this agreement:


CITY	CONTRACTOR
Ms Roma Rollins Purchasing Division 200 E. University Avenue Gainesville, FL 32601 352-334-5021	Ms. Ann Walsh Alltel Communications 7525 NW 4 <sup>th</sup> Blvd Gainesville, FL 32607 352-333-8700

### XII ENTIRE AGREEMENT

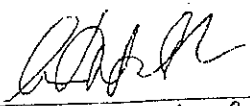
This AGREEMENT constitutes the entire AGREEMENT between the CITY and CONTRACTOR. Any modifications, amendments or alterations shall be in writing and executed by both parties prior to becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

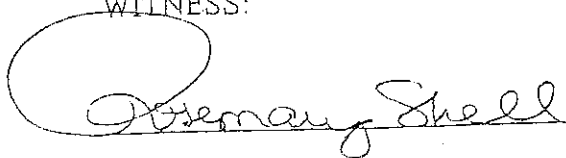
CITY OF GAINESVILLE

  
Wayne Bowers  
City Manager

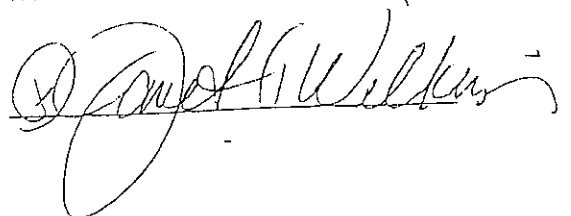
ALLTEL COMMUNICATIONS, INC

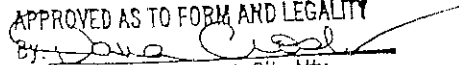
  
Printed name: Ann M. Walsh  
Title: vice-president & general manager

WITNESS:



WITNESS:



APPROVED AS TO FORM AND LEGALITY  
By:   
Dana L. Crosby, Asst. City Atty.  
City of Gainesville, Florida