

## SERVICE AGREEMENT

THIS CONTRACTUAL AGREEMENT, made and entered into this 5<sup>th</sup> day of NOVEMBER, 2012, by and between the City of Pensacola, Florida, a municipal corporation, hereinafter referred to as "City", and TWF, LLC, a

Sole Proprietorship                       General Partnership  
 Limited Partnership                       Corporation authorized to do business in Florida,  
hereinafter referred to as "Company.", with its principal office and place of business at 2045 Fountain Professional Court, Navarre, FL 32566.

### WITNESSETH:

WHEREAS, the City of Pensacola has a need for Communication Services, and

WHEREAS, after a careful consideration of the offer submitted by the Company, the Mayor of the City of Pensacola has heretofore authorized the acceptance of such offer, and the execution, in the name of the City of Pensacola a contract with the said Company covering the service and delivery of the said Communication Services.

NOW, THEREFORE. In consideration of the premises and in further consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereto have contracted and agreed as follows:

### **I. TERMS AND CONDITIONS**

- A. Company warrants that all equipment, materials and workmanship furnished whether furnished by Company or its sub-suppliers, will comply with its and the City's specifications, drawings and other descriptions supplied or adopted, and will be new, fit and sufficient for the purpose for which they are intended, of good materials, design and workmanship and free from defects or failure.
- B. The City, or its duly authorized representative, shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement.

### **II. SCOPE**

- A. The Company is to provide the services as specified in the Specifications, Solicitation of Quotes, Instructions to Bidders, General Conditions, Special Conditions, Insurance and Indemnification and amendments, if any issued with the Specifications, which are either attached hereto or incorporated by reference herein and made a part hereof as fully as if herein set forth.

### **III. PRICING**

- A. The total purchase price for cost for this project in the amount of Sixty-Thousand Per Year (\$60,000.00) is to be paid to the Company in accordance with the Florida Prompt Payment Act after acceptance by the City, unless partial payments are approved by the City, then final payment will be made after acceptance.

### **IV. MISCELLANEOUS PROVISIONS**

- A. The Company shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- B. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Mayor or his designee

- C. The Company is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution and completion of the services under this Agreement.
- D. The Company is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Company.
- E. This Agreement is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of this Agreement.
- F. Venue for any claim, actions or proceedings arising out of this Agreement shall be Escambia County, Florida.
- G. Company agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age, or disability, in the performance of this Agreement.
- H. This Agreement, including exhibits, if any, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- I. The prevailing party in any action, claim or proceeding arising out of this contract shall be entitled to attorney's fees and costs from the losing party.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in triplicate and sealed the day and year first above written.

**COMPANY**

**TWF, LLC**

(Company's Name)

By Tamara W. Fountain  
Managing Member

**Tamara Fountain**

Witness: [Signature]

Witness: [Signature]

**CITY OF PENSACOLA, FLORIDA**

Mayor: Ashton L. Hayward, III

[Signature]  
William H. Reynolds  
City Administrator  
City of Pensacola

[Signature]  
City Clerk, Ericka L. Burnett

Approved As To Content:

N/A  
Department Director  
[Signature]  
Approved As To Form and Execution:

[Signature]  
City Attorney