SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Stancil Solutions Recording Equipment Contract for both SCSO and WWPD PSAPs

REQUESTED ACTION: Staff recommends approval.

☐ Work Session (Report Only) **DATE OF MEETING:** 9/25/2012
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: Stancil Solutions

Effective Date: 10/01/2012 Termination Date: 09/30/2013
Managing Division / Dept: E911 Administration

BUDGET IMPACT: $7,774 for FY2012/13
☒ Annual **FUNDING SOURCE:** Fund 114 – Emergency Telephone System
☐ Capital **EXPENDITURE ACCOUNT:** 114-155-525-4600
☐ N/A

HISTORY/FACTS/ISSUES:

This is an addendum to the annual maintenance contract (attached) for Stancil Solutions recording equipment at both PSAPs in Sumter County. This addendum clarifies the coverage period. Stancil Solutions is the sole source vendor for this equipment.

Part of the Synergon Solutions, Inc. Family

STANCIL SOLUTIONS

Stancil Solutions
1335 Gateway Drive, # 2008
Melbourne, FL 32901

(The Customer)
Board of Sumter County
209 North Florida Street
Bushnell, FL 33513

VITAL CARE™ SYSTEMS SUPPORT AGREEMENT
Amendment FY2012 - 2013

Dated: **September 18, 2012**

1. The parties agree the contract continues pursuant to the original agreement signed on 03/05/08 with consideration for the current pricing and coverage dates listed below:

System/Serial	Period	Annual Cost
Wildwood PD 0407-A016-10CWH-3850	10/01/12 – 09/30/13	$2,255.00
Sumter 911 1208-A048-10FJT-4766	10/013/12 – 9/30/13	$5,519.00

2. E-Verify: system established by the U.S. Department of Homeland Security to determine the immigration and work eligibility status of prospective employees.

   The contractor agrees to certify to Sumter County (County) that they are in compliance with the federal E-Verify program; this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file by the general contractor and made available to the state and/or the County upon request. The Sumter County Board of County Commissioners reserves the right to take action against any contractor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of the contract and/or suspending or debarring the contractor from performing services for the County.

Stancil Solutions

By: Gary E. Bradley

Title: President/CEO

Date 09/19/2012

(The Customer)

By:

Title:

Date:

Part of the Synergon Solutions, Inc. Family

STANCIL SOLUTIONS

Next Generation Recording Solutions

Stancil Solutions
1335 Gateway Drive, # 2008
Melbourne, FL 32901

(The Customer)
Board of Sumter County
209 North Florida Street
Bushnell, FL 33513

VITAL CARE™ SYSTEMS SUPPORT AGREEMENT

Worded Specifically for Sumter County

Dated: 06/30/11

1. **Defined Terms:**
   Stancil Solutions of Melbourne, Florida agrees to provide maintenance services for the products listed below in accordance with the terms and conditions set forth hereinafter. Any items not listed below (or on Addendum A) are not covered under this agreement (i.e. DAT tapes, Headphones, Foot Controls consumable's, DAC's supplies, etc.).

   Effective Date: **October 01, 2011**
   Contract Period: Annual
   Annual Equipment Maintenance Plan

   Equipment: **TEN4 Audio Recording Systems**

System/Serial	Period	Annual Cost
Wildwood PD 0407-A016-10CWH-3850	10/01/11 – 09/30/12	$2,244.00
Sumter 911 1208-A048-10FJT-4766	10/013/11 – 9/30/12	$5,207.00

8x5 = Coverage of 8 Hours a Day, Monday through Friday (8:00AM to 5:00PM Local Site time) Excluding Holidays
24x7 = Coverage of 24 Hours a Day, 7 Days a Week (Including Holidays)
On-Site = On-Site Premises Coverage of Hardware Replacement
Remote Diag. with Hardware Coverage = 1-800 Telephone Service for all Operational and Diagnostic Support with the Overnight Shipment of Replacement Parts (Installed by Customer Designated Personnel)
Remote Diag. Support Only = 1-800 Telephone Service for all Operational and Diagnostic Support Only

BILLING: Maintenance charges provided for in this Agreement shall commence on the effective/installation date and shall be payable in advance annually.

2. **Program Maintenance Services:**
   - (a) Stancil Solutions agrees to provide program maintenance services to The Customer as provided hereinafter in conjunction with the individual Customer contract specified on page 1.
   - (b) The standard maintenance services to be provided by Stancil Solutions per the individual Customer contract specified on page 1 may include the following:
     - (1) the verification and diagnosis of problems for all products listed in and governed by this contract.
     - (2) the correction and adjustment of software
     - (3) upgrades and improvements (at no extra cost) in program logic and documentation as developed to maintain or improve the operational quality of the software programs
     - (4) dispatch and call tracking
     - (5) parts required to effect repairs
     - (6) on-site repair
     - (7) Customer reporting
     - (8) System monitoring (selected equipment)
   - (c) Stancil Solutions will respond within a reasonable timeframe to The Customer request for maintenance and will work diligently to correct any errors or modifications remotely. If an On-Site coverage option specified on the first page of this contract has been selected, and if Stancil Solutions is unable to resolve the problem remotely, Stancil Solutions will send a technician out to The Customer's location at Stancil Solutions expense to correct the problem.
   - (d) Stancil Solutions will be responsible for expenses incurred by Stancil Solutions to fix problems with Software and Hardware not related to any error created by The Customer.
   - (e) Stancil Solutions will provide on-site assistance outside the contracted period of maintenance at The Customer's request

and agreement to pay for such services for which The Customer will be billed at Stancil Solutions' then current hourly rates, including travel time, plus expenses. Stancil Solutions will fax a form to The Customer which The Customer must sign and return to Stancil Solutions to initiate said services outside the contract.

(f) Stancil Solutions will provide a "1-800" toll free number to allow customers to report operational problems. Under the standard maintenance plan, this service is available toll free during the following hours: 24 Hours per Day, 7 Days per Week.

(g) Program maintenance services such as on-site assistance outside the scope of the standard maintenance services, or resolution of problems due to The Customer's error or acts of God, will be furnished subject to staff availability and at Stancil Solutions' then current rates.

(h) For equipment purchased from Stancil Solutions, parts availability will be guaranteed for five years. For equipment which is not purchased from Stancil Solutions, parts availability will be subject to vendor availability. Stancil Solutions will make every effort to secure proper replacement parts for any system at the lowest possible cost and if such part is unavailable, will make recommendations to The Customer on alternate solutions.

3. **Customer Responsibilities:**

(a) The Customer will provide/allow remote access to the equipment via internet or other remote means as applicable and needed for the purpose of diagnostics and to allow Stancil Solutions to provide maintenance services to Software and for diagnosis of hardware problems

(b) The Customer will maintain the equipment in an appropriate environment and will make such equipment available to Stancil Solutions for verification and diagnosis of problems at amutually acceptable time.

(c) The Customer shall notify Stancil Solutions of any program errors or malfunctions and/or provide supporting materials that will reasonably enable Stancil Solutions to identify suspected problems or errors.

(d) The Customer agrees not to makes any change, modification, or enhancement to the licenses Software programs or hardware without Stancil Solutions' written authorization. Such authorization shall not be unreasonably withheld. The Customer will maintain documentation of all updates and modifications made to the equipment and will make this information available to Stancil Solutions. If The Customer modifies the Software or hardware without Stancil

Solutions' prior written consent, Stancil Solutions will provide support service on a time and material basis.

(e) In the event Stancil Solutions should determine from its investigation that a reported error/malfunction in the hardware/software programs are the result of abuse or misuse of, or unauthorized modifications to the license programs, The Customer shall pay Stancil Solutions' then current time and materials rate for all services provided.

(f) The Customer agrees to provide Stancil Solutions with access to its premises and equipment during regular business hours in connection with Stancil Solutions' performance of its obligations hereunder. The Customer further agrees to maintain the installation site in accordance with environmental and other specifications provided by Stancil Solutions. Throughout the term of this Agreement, Stancil Solutions reserves the right to temporarily cease performing services if, in the judgment of its service representative, their ability to perform services is unduly hampered by the acts, omissions or workplace conditions of The Customer.

(g) The Customer shall at its expense:

(1) Prepare and maintain the site of the Equipment in accordance with manufacturer's specifications; (Stancil Solutions will provide The Customer manufacturer's specifications)

(2) provide safe working conditions, appropriate utility service, and subject to reasonable and necessary security regulations, access to all Equipment.

(h) The Customer shall not cause or permit any person other than Stancil Solutions or Manufacturer personnel to service Equipment, except for the replenishment of consumable supplies and the performance of diagnostics and services described in manufacturer's documentation.

(i) The Customer is solely responsible for:

(1) Safeguarding all programs, data, and removable storage media before Stancil Solutions maintenance service begins.

(2) Consumables and supplies (i.e.; expendable batteries, recording media, DAT tapes, disks, or other consumables) are not included under this Agreement. Accessories not listed on the face hereof are not included under this Agreement.

4. **Term of Agreement:** this Agreement shall commence on the effective date and shall remain in effect for one (1) year. The maintenance fee is subject to change by Stancil Solutions on the anniversary of the Effective Date of this agreement provided Stancil Solutions has given The Customer at least ninety (90) days prior written notice. This Agreement

shall be renewed automatically from year to year at the rates then applicable unless either party gives the other written notice of termination no less than sixty (60) days prior to the anniversary of the Effective Date. Notice shall be effective upon mailing via certified mail.

5. **Breach and Default:**
   (a) In the event The Customer fails to perform any of its obligations hereunder, including its payment obligations, or if The Customer fails to pay Stancil Solutions any sums due under any other agreement or otherwise, Stancil Solutions, at its option, may immediately suspend services or terminate this Agreement if The Customer has not cured its obligation within ten (10) days after receipt of written notice to The Customer. In such event, all sums owing Stancil Solutions shall become immediately due and payable. If any action is brought under the terms of this Agreement or concerning matters related to it, Stancil Solutions shall be entitled to recover all costs and attorney's fees. No action, regardless of form, arising out of the performance or nonperformance of any of the terms of this Agreement may be brought by The Customer move than one (1) year after the cause of action has occurred.
   (b) If Stancil Solutions materially breaches this Agreement or the product warranties under the Equipment Purchase and Security Agreement, and does not cure said breach within ten (10) days after receipt of written notice, The Customer may cancel this Agreement, and shall not be responsible to pay the then current maintenance charges until the breach has been corrected,
   (c) IN NO EVENT, REGARDLESS OF THE FORM OF THE ACTION (INCLUDING CONTRACT< TORT OR NEGLIGENCE), SHALL STANCIL SOLUTIONS BE LIABLE FOR INCIDENTAL DAMAGES< CONSEQUENTIAL DAMAGES UNRELATED TO PROPERTY DAMAGE OR LOST PROFITS< EVEN THOUGH STANCIL SOLUTIONS MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
   (d) If any action is brought under the terms of this agreement or concerning matters related to it, the prevailing party shall be entitled to recover all costs and attorney's fees. Any action, regardless of form, arising out of the performance or nonperformance of any of the terms of this Agreement brought by either party must be done so within the normal statute of limitations for the State of Florida

6. **Equipment Maintenance:**
   (a) Subject to the terms and conditions of this Agreement and the Equipment Purchase Agreement, Stancil Solutions will repair or replace any malfunctioning equipment parts resulting from normal wear and tear. Stancil Solutions' equipment maintenance obligation includes the cost of labor. Service

provided on equipment that is within the standard maintenance plan service hours, included travel and lodging expenditures if required.

(b) The Equipment Maintenance Agreement rates do not include and Stancil Solutions can charge The Customer extra for:
   (1) Service calls outside standard maintenance plan hours
   (2) Standby time (time spent at the site awaiting access to the Equipment) in excess of 15 minutes.
   (3) Service calls for equipment that was in good operating condition at the time of the call.
   (4) Any RMA not returned within 30 days after receipt of spare (Customer will be billed at full list price of said spare).

(c) Stancil Solutions' response to remedial maintenance will be consistent with the nature of the problem, and may include on-line diagnosis, telephone assistance, or on-site presence. Stancil Solutions may verify that equipment has failed before providing remedial maintenance services. When on-site service is required, Stancil Solutions maintenance personnel will arrive at an equipment site no more than four (4) hours after receipt of a phone call for service.

(d) Replacement spares may be handled under two methodologies:
   (1) Spares will be available on-site within 24 hours with shipment available until 6:00PM with guaranteed delivery on-site by 10:30AM the following day.
   (2) In addition, if The Customer elects to stock spares on site, the initial spares kit will be purchased by The Customer from Stancil Solutions/Manufacturer. Stancil Solutions will then maintain this spares kit at no additional charge to The Customer.

7. **Exclusions from Service:**

(a) Stancil Solutions shall not be obligated to furnish maintenance services, nor shall Stancil Solutions be liable hereunder for repairs or replacement of equipment, or additions thereto, because of any of the following:
   (1) Improper use by Customer
   (2) Virus infection
   (3) Theft
   (4) Natural disasters such as flood, fire, lightning or earthquake (or other Act of God event)
   (5) Strikes, riots, sabotage, terrorism, act of war
   (6) Repairs, changes, modification, maintenance, relocation or reinstallation by other than Stancil Solutions' or manufacturer's authorized personnel or without Stancil Solutions' or manufacturer's written permission
   (7) Unusual shock, electrical damage, accident, fir, or water damage, air conditioning failure, humidity control failure or a corrosive atmosphere harmful to electronic circuitry

(8) Non-Stancil Solutions/Manufacturers supplied equipment or service calls necessitated thereby

(9) Damage during transportation by The Customer, or failure by The Customer to maintain the site specifications recommended by Stancil Solutions or causes other than ordinary use by Customer.

(b) If support services are required due to any of the above causes, Stancil Solutions shall provide such services at its then current labor and material rates.

(c) The Customer agrees not to allow anyone access to the internal components and Software of the equipment unless Stancil Solutions/Manufacturer provides written permission. If The Customer breaches this covenant, Stancil Solutions may at its option, and without notice, unilaterally terminate this Agreement.

8. **Maintenance Charges:** The Customer agrees to pay the charges specified for the Maintenance Plan, as set forth on Page 1. The Customer also agrees to pay all applicable sales, use and other taxes. All charges will be invoiced annually, or immediately after service is performed (as determined by the type of service rendered). The Customer agrees to pay equipment maintenance invoiced annually within 30 days of receipt of invoice; installations will be billed immediately with payment due within 30 days. Custom charges (i.e.; additional hourly charges outside the term of the contract), will be billed upon completion of said work and payment will be required from The Customer within thirty (30) days. Stancil Solutions reserves the right to refuse equipment maintenance and support services when unrefuted charges to The Customer remain unpaid after thirty (30) days.

9. **Manufacturer's Warranty and Modifications:** If The Customer desires to make an optional or mandatory modification to the equipment such as adding a new or different feature or making a safety or reliability modification and requests Stancil Solutions to provide installation and/or support for the modified Equipment, Stancil Solutions will do so at no charge if the update or change is authorized by the Manufacturer and said hardware/software is supplied by the Manufacturer at no charge to Stancil Solutions.

10. **Disclaimer of Warranties:**

(a) The warranties expressed herein are stated in lieu of all other warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose. Stancil Solutions neither assumes nor authorizes any other person to assume for Stancil Solutions any other liabilities in connection with the provision and sale of the services and products covered under this Agreement.

(b) Stancil Solutions' liability under this Agreement or arising from the manufacture, installation, maintenance, repair, or use of any equipment or supplies covered by or furnished under this Agreement, where in contract, tort or otherwise is limited to the amounts paid by The Customer to Stancil Solutions pursuant to the terms hereof, other than with respect to Stancil Solutions' obligation to repair or replace equipment covered under this Agreement.

(c) The Customer agrees that Stancil Solutions shall not be liable for any damage to non-Stancil Solutions/Manufacturer products connected to The Customer's telecommunications system or for delays suffered by The Customer while the equipment programs may be inoperable.

11. **Personnel:** Stancil Solutions has the sole right to determine the assignment of its personnel in the performance of this Agreement.

12. **Confidentiality:**

(a) The Customer may disclose to Stancil Solutions, or Stancil Solutions may otherwise learn of information belonging to the Customer, including trade secrets, proprietary programs, technical know how, methods of operations, and other materials which have been developed at a great expense to The Customer and which are confidential in nature.

(b) During the term of this Agreement and for a period of two (2) years thereafter, both parties shall safeguard and maintain the confidentiality of all confidential information, and shall not disclose any of such information to third parties, except as required by Chapter 119, Florida Statutes and other applicable law. Both parties obligation under this paragraph shall survive termination of this Agreement.

13. **Miscellaneous:**

(a) This Agreement sets forth the entire understanding between the parties, and supersedes all prior oral or written proposals, representations, warranties, agreements and other inducements. Purchase orders or similar documents issued by The Customer relating to the Agreement are for Customer's internal use only and shall not affect this Agreement.

(b) The Customer may assign its rights under this Agreement only to a parent or subsidiary corporation of The Customer. This Agreement may be assigned only with written consent of Stancil Solutions.

(c) In the event Stancil Solutions is unable to perform due to causes beyond its reasonable control, there shall be a reasonable extension of time provided to Stancil Solutions to perform and Stancil Solutions shall not be liable for such delay.

(d) Any notice to be delivered pursuant to this Agreement shall be delivered by overnight carrier to the offices of Stancil Solutions of or The Customer, as noted in this Maintenance Agreement.

(e) In the event any provision of this Agreement is determined to be invalid or unenforceable, said revision will not invalidate the whole of this Agreement, but such term and provision will be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable and the rights and obligations of the parties will be construed so as to preserve to the fullest permissible extent the intent and agreements of the parties set forth herein.

(f) No action, regardless of form, arising under this Agreement may be brought by either party more than one (1) year after the cause of action arose.

(g) This Agreement shall be governed by and enforced in accordance with the laws of the State of Florida. In the event of litigation between the parties, venue for such judicial proves shall only be in Sumter County, FL.

(h) This Agreement may be amended only pursuant to a writing executed by both parties. The parties, intending to be legally bound hereby, have duly executed this Agreement the day and year noted below.

Stancil Solutions	(The Customer)
By: Jeb N Mallom	By:
Title: Vice President/COO	Title: DON BURGESS CHAIRMAN
Date: 06/30/2011	Date: JUL 2 6 2011

Addendum A

(No Equipment is listed for Addendum A for this Agreement)