

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Maintenance Agreement for Telephone Equipment WITH *EMBARQ*

Work Session (Report Only) **DATE OF MEETING:** 2/10/2008
 Regular Meeting Special Meeting

CONTRACT: N/A Vendor/Entity: Embarq
 Effective Date: 3/1/2009 Termination Date: 2/28/2012
 Managing Division / Dept: Support Services/Information Technology

BUDGET IMPACT: \$17,694.72
 Annual **FUNDING SOURCE:** General Fund, Information Technology
 Capital **EXPENDITURE ACCOUNT:** Repair & Maintenance 001-415-519-4600
 N/A

REQUESTED ACTION: Approve agreement with Embarq for maintenance of Private Branch Exchange (PBX) telephone equipment located at Historic Courthouse.

HISTORY/FACTS/ISSUES:

The Board provides telephone service to Government Offices including the Constitutional Officers and Court Administration through a PBX system located at the Historic Courthouse.

Staff has requested an updated maintenance contract due to relocation of several offices from the Historic Courthouse campus to the Bushnell Government Annex thereby reducing the total number of ports used on the equipment. The existing maintenance contract was priced at \$21,375.84 annually. The updated contract reduces that amount by \$3,681.12 annually. The contract also changes the 24/7 service to 8x5 M-F. Service will be available 24/7 but we will pay an hourly charge of \$90.00 (which is a reduced charge because of having a maintenance contract) for service required after normal working hours.

The service agreement contains the "Embarq State and Local Government Customer Annex" that pertains to cancellation of the agreement should non-appropriation occur because we are unable to secure or allocate sufficient funds in the operating budget to fulfill the financial obligations of the agreement.

DEPARTMENT RECOMMENDATION:

DEPARTMENT HEAD SIGNATURE _____

DIVISION RECOMMENDATION: Approve Agreement

DIVISION DIRECTOR SIGNATURE: *Arnold*

COUNTY ADMINISTRATOR RECOMMENDED ACTION: As Recommended

ACTION TAKEN BY THE BOARD: _____

DATE: _____

APPROVED

FEB 10 2009

Embarq CenturionSM Service Agreement

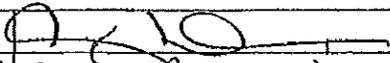
Maintenance Contract#: M09PLBN7NPPJE
 Account Manager: Paul L. Boynton

This Embarq Centurion Service Agreement ("Agreement") between Embarq Florida Inc. ("Embarq") and Sumter County Government ("Customer") governs Embarq's provision of certain maintenance services ("Services") to Customer.

SITE ADDRESS		BILLING ADDRESS	
Business Name	Sumter County Government	Business Name	Board of Sumter County Commissioners
Site Contact	George Robinson	Billing Contact	Sandee Howell
Street Address	209 N. Florida St.	Street Address	910 N. Main St.
City	Bushnell	City	Bushnell
State	FL	State	FL
ZIP	33813	ZIP	33513
Phone	(352) 588-6699	Phone	(352) 793-0200

- TERMS OF SERVICE.** Embarq provides Services to Customer under the Standard Plan. The Term for Services will continue for the number of months specified on Attachment A (the Embarq Centurion Bill of Materials), attached and incorporated into this Agreement. Embarq provides Services under the Embarq Standard Terms and Conditions for Communications Services, the Embarq Centurion Maintenance Service Annex, and related annexes applicable to Customer's selection of specific Optional Services, all posted to www.embarq.com/ratesandconditions on the effective date and incorporated by this reference. References to URLs in this Agreement include references to successor URLs identified by Embarq.
- RATES AND BILLING.** Embarq will provide Services for the Equipment listed in Attachment A at the rates specified in Attachment A. Rates are exclusive of applicable taxes and surcharges separately itemized on Customer's Invoices and other billable items as specified in the applicable annex. Embarq will bill Customer annually.

AGREED

Embarq Florida Inc.		Board of Sumter County Commissioners	
By:		By:	
Printed:	SHARON B. BROWN	Printed:	GARY BREUDEN
Title:	GENERAL SALES MANAGER	Title:	CHAIRMAN
Date:	1-22-2009	Date:	FEB 10 2009

Address For Notices:
 900 Springmill Road
 Mailstop: OTHMANJ0101
 Mansfield, OH 44906

Address For Notices (if different from above):

And if related to a dispute to:
 Embarq - Attn: VP, Commercial Law
 6454 W. 110th Street
 Overland Park KS 66211



EMBARQ
Embarq Centurion Maintenance

Customer: Sumter County Government

209 N. Florida St.

Bushnell, FL 33513

ATTACHMENT A

Part Number	Description	Quantity	Annual Standard Rate			
			Unit	Total		
99999	CS1000M-SG	1	-	-	-	-
99999	Nortel T/M	1	-	-	-	-
PBX Port Pricing		Quantity	Annual Standard Rate			
			Unit	Total		
	Ports (Key-Active PBX-equipped)	296	28.80	8,524.80	-	-
	"Switch Only" Station Ports	304	21.60	6,566.40	-	-
	T1 / PRI	3	336.96	1,010.88	-	-
	PBX Voicemail Ports (exc CP w/UM)	8	187.20	1,497.60	-	-
	Printers & Terminals	2	47.52	95.04	-	-
Options Included:						
-	SUBTOTAL: ANNUAL RECURRING EQUIPMENT COVERAGE.....			\$ -	-	\$ -
-	SUBTOTAL: ANNUAL RECURRING ANALOG PBX/KEY VOICE PORTS COVERAGE.....			\$ 17,694.72	-	\$ -
-	TOTAL ANNUAL RECURRING COVERAGE CHARGES			\$ 17,694.72	-	\$ -
-	TOTAL CONTRACT TERM RECURRING COVERAGE CHARGES			\$ 53,084.16	-	\$ -

EMBARQ STATE AND LOCAL GOVERNMENT CUSTOMER ANNEX

This Embarq State and Local Government Customer Annex ("Annex"), together with the applicable cover agreement, modifies other terms and conditions of the Agreement. This Annex takes precedence over all other conflicting terms and conditions of the Agreement, and is not applicable to Embarq Services governed by Tariffs on file with the FCC or state regulatory authorities. When attached to the applicable cover agreement, this Annex supersedes the version posted at www.embarq.com/ratesandconditions.

1. **Eligibility and Applicability.** This Annex is available to all state and local governmental entities and agencies in connection with the purchase of Embarq Products and Services. Embarq defines "state and local governmental entities and agencies" as state and local entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges.
2. **Indemnity.** Customer will honor all indemnity provisions under the Agreement only to the maximum extent permitted by applicable law. No section of the Agreement is intended to create a waiver of Customer's rights or privileges as a sovereign entity.
3. **Nonappropriation.**
 - 3.1. **Definition.** A "nonappropriation" occurs when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement.
 - 3.2. **Effect.** If a nonappropriation occurs during the Term, Customer may terminate the Agreement at the end of the then-current fiscal period ("Termination Date") without incurring any termination liability. Customer will not be obligated for payments for any fiscal period after the Termination Date.
 - 3.3. **Notice.** Customer will give Embarq written notice of any termination under this section at least 30 days before the Termination Date. At Embarq's request, Customer will promptly provide supplemental documentation about the nonappropriation.
 - 3.4. **Limitations.**
 - A. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied.
 - B. If Customer terminates the Agreement under this provision, Customer will not obtain the Services described in the Agreement from Embarq or from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Agreement for nonappropriation.
4. **Damages.** The Agreement does not create an obligation by Customer to pay any damages in excess of those amounts legally available to satisfy Customer's obligations under the Agreement.
5. **Ownership and Confidentiality.** The Agreement is a copyrighted work authored by Embarq and may contain Embarq trademarks, trade secrets, and other proprietary information. Embarq acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, "FOI"). Customer will provide Embarq with prompt notice of any intended FOI disclosures or post-execution FOI requests, citations to or copies of applicable FOI for review, and an appropriate opportunity to seek protection of Embarq confidential and proprietary information consistent with all applicable laws and regulations.
6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the U.S. State where Embarq provides the Products and Services, without regard to that State's conflict of laws principles.

**ADDENDUM TO
EMBARQ CENTURION MAINTENANCE SERVICE ANNEX**

Contemporaneously with entering into the Agreement, Embarq and Customer agree to the following modification to the Embarq Centurion Maintenance Service Annex ("Annex").

1. Section 2.1 of the Annex is replaced with the following:

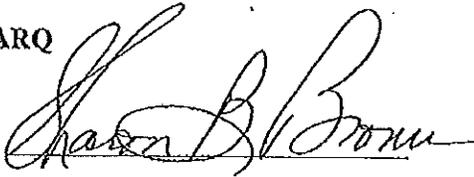
2.1 The Term for Services will have the duration ("Order Term") specified in the applicable cover agreement or in a subsequent Order. The Term for Services will commence on March 1, 2009.

2. All terms of the Annex not modified by this Addendum will remain in full effect.

EMBARQ

CUSTOMER

By:



By:



Name:

SHARON B. BROWN
GENERAL SALES MANAGER

Name:

GARRY BREEDEN

Title:

Title:

CHAIRMAN

Date:

1-29-09

Date:

FEB 1 0 2009

Embarq CenturionSM Service Agreement

Maintenance Contract#: M09PLBN7NPPJE

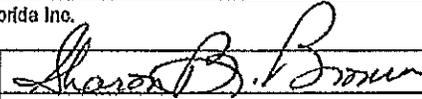
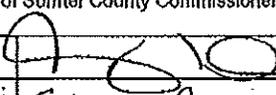
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AGREED

Embarq Florida Inc.		Board of Sumter County Commissioners	
By:		By:	
Printed:	SHARON B. BROWN GENERAL SALES MANAGER	Printed:	GARY BROWN
Title:		Title:	Chairman
Date:	1-22-2009	Date:	FEB 10 2009

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900 Springmill Road
Mailstop: OHMANJ0101
Mansfield, OH 44908

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5454 W. 110th Street
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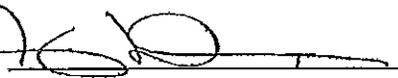
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EMBARQ

CUSTOMER

By: 

By: 

Name: SHARON B. BROWN
GENERAL SALES MANAGER

Name: GARRY BREDDON

Title: _____

Title: CHAIRMAN

Date: 1-29-09

Date: FEB 10 2009

Fitzpatrick, Annette

From: Boynton, Paul L[EQ] [Paul.Boynton@Embarq.com]
Sent: Monday, January 19, 2009 3:31 PM
To: Fitzpatrick, Annette
Subject: RE: Maintenance Contract for Historic Courthouse
Attachments: SCG signed maintenance KE02100041.pdf

Annette, hope you had a great day off. See attached signed agreement. By the way, Sandee has asked me to cancel this agreement so it does not auto renew on 3/1/09 for another year. So you should not get another invoice for this agreement. I will be replacing it with a new agreement that will save the County several thousand dollars. Thanks PLB

From: Fitzpatrick, Annette [mailto:Annette.Fitzpatrick@sumtercountyfl.gov]
Sent: January 14, 2009 11:57
To: Boynton, Paul L[EQ]
Subject: FW: Maintenance Contract for Historic Courthouse

Good morning Paul,

I'm back to work on maintenance contracts with Embarq and don't show that I ever received a copy of the signed contract for KE02100041. If you have sent it, I apologize because I cannot locate it. Can you send it to me please? I have the initial contract but it is only signed by Sandee Howell.

Thank you,

Annette

From: Fitzpatrick, Annette
Sent: Tuesday, October 14, 2008 10:14 AM
To: Boynton, Paul L [EQ]
Subject: Maintenance Contract

Good morning Paul,

I am in the process of updating our records on all maintenance contracts to insure we have signatures from both parties. This will help us streamline our accounts payable procedures with our Finance Dept. I'm also trying to familiarize myself with the content of each contract. This process is a slow but necessary step in my awareness of contract scope and expiration dates. As I come across maintenance service contract questions or copies which don't have complete signatures, I will need to request answers or copies with signatures as I did with you recently. Are you the correct person for me to contact with these requests? If not, please let me know who I should be in touch with and their contact information.

I currently need a signed contract copy for maintenance contract KE02100041 which covers the Meridian Opt 61 PBX with meridian call accounting and meridian admin tools. The current contract runs to 2/29/09 with a contract price of \$21,375.84. Can you fax or e-mail a signed copy for my records?

If you have any questions or need more information, please call me. I greatly appreciate the help you always extend on my requests. Thank-you and have a nice day.

1/20/2009

Annette Fitzpatrick, Staff Assistant
Sumter County FL BOCC
Information Technology Department
phone: 352-569-6050
annette.fitzpatrick@sumtercountyfl.gov
fax: 352-568-6634

******* Important Notice *******

The Board of Sumter County Commissioners is a public agency subject to Chapter 119 of Florida Statutes concerning public records.