

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20021092

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Sprint Centurion Service Agreement with Sprint-Florida Inc., for a service maintenance agreement for Lee County's system in the amount of \$47,869.09 annually for a two (2) year period.

WHY ACTION IS NECESSARY: Pursuant to the Lee County Contract Manual, approved by the Board on September 25, 2001, agreements in excess of \$50,000.00 require Board approval.

WHAT ACTION ACCOMPLISHES: Provides a annual contract to cover for the any problems with the Sprint systems 24 hours a day, 365 days a year. It will cover any labor or equipment at all the listed sites (attached) for anything that goes wrong with any of these systems including replacing if necessary.

2. DEPARTMENTAL CATEGORY:

01 County Manager
COMMISSION DISTRICT #:

C6B

3. MEETING DATE:

10-29-2002

4. AGENDA:

☒ CONSENT
☐ ADMINISTRATIVE
☐ APPEALS
☐ PUBLIC
☐ WALK ON
TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

☐ STATUTE
☐ ORDINANCE
☒ ADMIN. CODE *AC-4-4*
☐ OTHER

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER
B. DEPARTMENT
C. DIVISION *ITG*
BY: *Bill O'Kelly*

7. BACKGROUND:

It is being requested that the Board approve a Centurion Service Agreement with Sprint-Florida Inc. for the maintenance of all the Sprint systems in the county. It would cover any problems with the attached list of sites 24 hours a day, 365 days a year. The contract will cover any labor or equipment at all the listed sites for anything that goes wrong with any of these systems including replacing if necessary.

The approval of this agreement will put all the county systems under one agreement and will save the county thousands of dollars. The contract will be for the amount of \$47,869.09 annually for a period of two (2) years, for a total contract amount of \$95,738.18.

Attachment Two (2) Centurion Service Agreement

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>10/1/02</i>				G County Manager
<i>[Signature]</i>	<i>[Signature]</i>	N/A		<i>[Signature]</i>	OA <i>[Signature]</i> 10/9/02	OM <i>[Signature]</i> 10/9/02	Risk <i>[Signature]</i> 10/10/02	GC <i>[Signature]</i> 10/10/02	<i>[Signature]</i>

10. COMMISSION ACTION:

☐ APPROVED
☐ DENIED
☐ DEFERRED
☐ OTHER

Rec. by *County*
Date: *10/3/02*
Time: *2:40 pm*
Forwarded To: *[Signature]*
10/3/02 3:13 pm

RECEIVED BY
COUNTY ADMIN. *SG*
10/3/02
4:40
COUNTY ADMIN.
FORWARDED TO:
10/10/02



Centurion Service Agreement

Account
Manager

Allen G. Zeck

Signature Page

This Centurion Service Agreement (the "Agreement") is made and entered into August 15, 2002, by and between Sprint - Florida Incorporated -14111 Capital Blvd, MS: NCWKFR0225, Wake Forest, NC, 27587 ("Sprint"), and Lee County Board of County Commissioners, a Political Subdivision of the State of Florida (ITG) ("CUSTOMER") located at 1700 Monroe Street , Fort Myers, FL 33901.

	Standard Plan	Extended Plan
	8am-5pm, local time Monday through Friday excluding Sprint holidays	24 hours a day 365 days a year
Annual Centurion Price	\$38,089.09	\$47,869.09

Plan selection

☐ Standard Plan

☒ Extended Plan

Total Centurion contract price
(excludes taxes)

\$95,738.18

Number of years of Centurion

2.00

Billing option

Annually

Effective Date

10/01/2002

Expiration Date

09/30/2004

Custom/Optional services

No

This Agreement consists of this signature page and the following attachments that are incorporated into this Agreement by this reference: Exhibit A - Covered Equipment List and Exhibit B - Terms and Conditions.

This Agreement is the complete agreement between the parties hereto concerning the subject matter of service and maintenance and replaces any prior or contemporaneous oral or written communications between the parties. In the event of conflict between the terms of this Agreement and the terms of an Exhibit, the terms of the Exhibit shall govern. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Agreement may only be modified by a written document executed by the parties hereto.

This Agreement is binding upon contract confirmation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Customer

Sprint

Authorized signature:

Printed name:

Title:

Date:

Company name:

Lee County Board of County
Commissioners, a Political Subdivision of the
State of Florida (ITG)

Sprint

* The "Best Value" Plan may only be purchased concurrent with the sale of new equipment.



Centurion Service Agreement

Covered Equipment List

Exhibit A

SITE ADDRESS		BILLING ADDRESS	
Business Name	Lee County Board of County Commissioners, a Political Subdivision of the State of Florida (ITG)	Business Name	Lee County Board of County Commissioners, a Political Subdivision of the State of Florida (ITG)
Site Contact	Jeff Grammer	Billing Contact	Mary Harder
Street Address	1700 Monroe Street	Street Address	3434 Hancock Bridge Parkway
City	Fort Myers	City	Fort Myers
State	FL	State	FL
ZIP	33901	ZIP	33903
Phone	(239) 689-7373	Phone	(239) 689-7377

Description		Quantity	
Category "V" Products			
1			
	Number of ports (Key=Active, PBX= Equipped)	0	
	Number of "switch only" ports	750	
	Number of T1's	9	
	Number of PBX VM Ports	20	
	Number of Key VM Ports	88	
	Number of Attendant Consoles	0	
	Number of Centrex Stations	0	
	Number of Centrex Add-on Modules	0	
	Number of Paging speakers	0	
	Number of Printers & Terminals	0	
Additional Products		Quantity	
1	MCK Solutions	2	
2			
3			
4			
5			
6			
7			
8			
Flat Rate Centurion Pricing		Quantity	
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Description of optional services



Centurion Service Agreement

Terms and Conditions

Exhibit B

IN CONSIDERATION of the payments made to Sprint by Customer in accordance with Section 3, Sprint shall provide Service, as defined below, for the specified equipment listed in Exhibit A per the terms and conditions contained herein.

1 DEFINITIONS

- 1.1 Business Hours - means 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding Sprint observed holidays.
- 1.2 Covered Hours -
 - a) For the Standard Plan covered hours means 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding Sprint observed holidays.
 - b) For the Extended Plan and "Best Value" Plan, covered hours means 24 hours a day, 365 days a year. The "Best Value" Plan can only be purchased at the time of sale of the equipment.
- 1.3 Equipment - refers to the hardware and software to be covered by this Agreement as listed in Exhibit A.
- 1.4 Maintenance Release - means an incremental release of Software that provides maintenance fixes and may provide additional Software features.
- 1.5 Major Release - means a release of Software that provides additional Software features and/or functions.
- 1.6 Major Outage - a malfunction consisting of one or more of the following conditions:
 - a) Complete failure of the system. No incoming or outgoing communications to or from the Customer's premise;
 - b) No internal communications within the system;
 - c) Inoperative attendant console;
 - d) Inoperative message accounting system;
 - e) 20% of all telephones out of service;
 - f) 20% of all trunk circuits out of service; or
 - g) Severe loss of network operation or severely impaired network performance for a sustained period of time.
- 1.7 Minor Outage - a "non-emergency", defined as any malfunction other than that of a Major Outage.
- 1.8 Remote Work - activities performed without a Sprint employee or Sprint contractor on Customer's site.
- 1.9 Response time - means the time interval between when a trouble call is made to Sprint's National Business Operations Center (by the appropriate Customer personnel or by an automatic notification system) and the time Sprint service personnel begin analyzing the system in search of the cause of the trouble (remotely or on-site).
- 1.10 Service - means the services provided by Sprint to Customer under this Agreement.
- 1.11 Software - means the machine-readable object code software programs licensed to Customer.

2 TERM

This Agreement shall remain in effect from the "Effective Date" to the "Expiration Date" indicated on the signature page. Thereafter, the Agreement shall renew automatically for twelve (12) month terms at Sprint's then current rates unless either party terminates this Agreement by giving written notice to the other party in accordance with Section 18 at least thirty (30) days before the end of the initial term or any renewal term.

3 PAYMENT

- 3.1 Payments will be due in advance. Failure to make timely payment may result in immediate termination of the Agreement at the option of Sprint.
- 3.2 Payments will be made by mail to Sprint and the invoice number will be noted on the payment checks. Charges which are not paid when due will be subject to interest at 1.5% monthly or at the maximum rate permitted by law, whichever is greater, from the first day after the date due.

4 SCOPE OF SERVICE

- 4.1 Service responsibilities of Sprint:
 - a) Sprint will use commercially reasonable efforts to provide two (2) hour response time, remote or on-site, for Major Outage requests during Covered Hours.
 - b) Sprint will use commercially reasonable efforts to provide next-business-day response time, remote or on-site, for Minor Outages, provided both the call and determination that service is required has been made before 4:00 p.m. local time the prior day.
 - c) Sprint will provide parts, labor, and material required to maintain Equipment in compliance with manufacturer's service specifications. Replacement parts will be, at Sprint's sole discretion, either new or of like-new quality.
 - d) Sprint will ensure that all labor and services will be performed in a workmanlike manner, and in accordance with recognized industry standards.
 - e) Sprint will install all manufacturer supplied mandatory engineering change notices.
 - f) Sprint will provide assistance by telephone, facsimile, or electronic mail for information related to Equipment configuration and troubleshooting.
 - g) Sprint will generate work-around solutions to reported Software problems using reasonable commercial efforts.
 - h) Sprint will provide one (1) PBX preventive maintenance service call annually upon Customer request.
 - i) Sprint will provide two (2) hours of PBX end-user training annually upon Customer request.
 - j) Sprint will provide other optional services as agreed to on the Exhibit A.
- 4.2 Service responsibilities of Customer:
 - a) Customer will provide reasonable access to the Equipment through the Internet or via modem such that problems may be diagnosed and corrected remotely. This includes providing a dedicated local telephone line.
 - b) Customer will purchase and use the then-most-current or the immediately-prior (if supported by the manufacturer) Major Release of Software for the Equipment.
 - c) Customer will purchase and use the latest release of Software if necessary to correct a reported Software problem.
 - d) Customer will identify each problem report as either a Major or Minor Outage using the definitions described above.
 - e) Customer agrees to back up Software images and configurations on a regularly scheduled basis and to provide such images and configurations to Sprint personnel in connection with Service activities.

4.3 Services not covered by this Agreement:

- a) Services to resolve software or hardware problems resulting from products provided by parties other than Sprint or causes beyond the control of Sprint.
- b) Service of attached, related, collateral or ancillary equipment or software not covered by this Agreement or not listed in Exhibit A.
- c) Making Customer specified software changes such as scripting or other customized application development.
- d) Making Customer specified hardware changes, adding or removing accessories, attachments or other devices, or moving or relocating the Equipment.
- e) Any hardware and/or software upgrades, including any hardware upgrade required to run new or updated software.
- f) Repair or replacement of lost or stolen parts or materials.
- g) Repair or replacement of parts, materials, or software damaged through accident, negligence, abuse, misuse, failure of electrical power, air conditioning or humidity control, riot or other civil disturbance, strike or other labor trouble, sabotage, fire, flood, lightning or electrical storms, or other acts of God.
- h) Repairing damage caused by service of Equipment by persons other than Sprint, or its authorized contractors.
- i) Work on any Equipment that is not located at the site address provided on Exhibit A.

5 MOVES, ADDS, CHANGES AND BILLABLE SERVICE CALLS

All moves, adds and changes ("MAC") plus any services beyond those listed in Section 4.1 are Billable Service Calls. Sprint shall have the option to accept or decline requests for performance of such Billable Service Calls. Should Sprint accept a request to perform such a Billable Service Call, the services will be billed at the then-current Centurion Labor Rates.

Overtime Rate: All Billable Service Calls performed outside of Business Hours will be billed at then-current Centurion Overtime Labor Rates.

Service Charge: A service charge to cover Sprint's travel time will be applied to each billable site visit. The charge will be at the then-current Centurion Service Charge Rates.

Expedite Fees: An expedite fee will be applied whenever the Customer requests that Sprint expedite Services beyond normal response times. The charge will be at the then-current Centurion Expedite Fee Rates.

Rules with respect to Billing Increments, Billing Minimums, MAC Response Times, Centurion Labor Rates and others will be applied and may be adjusted from time to time.

6 ADDITIONAL EQUIPMENT

Customer may, for an additional fee, add equipment for coverage under this Agreement, provided, however, Sprint has the right to inspect such equipment to determine whether it is in acceptable condition. Sprint, in its sole discretion, may exclude any such equipment which it believes cannot be properly and/or economically maintained. All repairs, adjustments or upgrades necessary to bring Customer's equipment to a condition acceptable to Sprint shall be made at the Customer's cost and expense prior to adding it to this Agreement. For any accepted additional equipment, Sprint shall update the Customer record detailing all added equipment and the additional fee.

7 GENERAL TERMS AND CONDITIONS

- 7.1 Customer site must be located within 125 miles of a Sprint service center.
- 7.2 Customer will maintain environmental conditions at the site in accordance with specifications established by the manufacturer of the Equipment.
- 7.3 Customer will maintain a clean, dust-free, ventilated environment with a temperature range of 55 degrees - 90 degrees Fahrenheit and 30% - 50% relative humidity.
- 7.4 Customer agrees to provide electric current and outlets, and local telephone extension (or toll free domestic and international access to Sprint) for the use of service personnel in the Equipment's physical location.
- 7.5 Customer will furnish Sprint employees and subcontractors full and free access to the Equipment to make inspections, tests or repairs, subject to Customer's reasonable internal security requirements.
- 7.6 Customer will provide necessary openings and ducts for cable and conductors in floors and walls, and floor plans and/or prints showing the location of such openings and ducts. The floor plan and/or prints will also show the locations and types of Equipment installed.
- 7.7 Services under this Agreement performed by Sprint employees and subcontractors will be accomplished only in a safe working environment which complies with state and federal regulations and law. Sprint has not included any charges or any expenses associated with handling, dealing with, removing or disposing of any hazardous materials at the site. In the event that hazardous materials are encountered in the performance of this Agreement, Sprint shall cease performance of Services that would necessitate exposure to such hazardous materials until the hazardous materials are removed and immediately notify Customer of the existence of such hazardous materials. Sprint shall be excused from the performance of this Agreement until such time as the hazardous material situation is resolved.
- 7.8 Customer will provide all electrical work external to the Equipment plus installation of communication facilities or connections.
- 7.9 Customer will be responsible for all ground wire connections to Customer's premises and electrical outlets.
- 7.10 Unless otherwise agreed to in writing, Customer shall obtain any necessary consents, approvals, licenses, and permits for Service of the Equipment on the premises where the Equipment is installed. Customer shall defend, indemnify and hold harmless Sprint, together with its officers, agents and employees, against all damages, claims, liabilities or expenses (including reasonable attorneys' fees, court costs, and allocated in-house counsel legal expenses) arising out of or resulting in any way from Customer's failure to obtain such permits, licenses, consents, or the like.

8 PROPERTY OF SPRINT

Customer acknowledges that Sprint may install a data collection device and other Sprint equipment at Customer's location to be used in performing services hereunder. All such property and equipment shall remain the property of Sprint. At the expiration or termination of this Agreement, Sprint shall be entitled to enter Customer's premises to remove all Sprint property or equipment.

9 ABORTED SERVICE CALL

In the event Sprint dispatches a representative to Customer's site but is unable to perform Service through no fault caused by Sprint, the Customer will be charged a Service Charge plus one (1) hour labor at Sprint's then current Centurion Labor Rates.

10 SUBCONTRACTING

Sprint may, at its option, subcontract services provided to Customer. Such subcontract will not release Sprint from any of its obligations. Non-union employees may be utilized by Sprint.

11 DISASTER RECOVERY

Customer recognizes that the use of computer products entails a substantial risk of loss of magnetically stored data, and that industry standards dictate

the systematic use of products which provide comprehensive backup of data so as to prevent such loss. Accordingly, Sprint does not assume any risk of loss of Customer's magnetically stored data in any way related to or resulting from the services, product, equipment, or systems provided by Sprint or any handling of magnetically stored data by Sprint. Customer hereby releases Sprint from any liability for loss of magnetically stored data from any and all causes.

Customer recognizes that industry standards dictate the development of a Disaster Recovery Plan for all mission critical business operations. In the telecommunications industry this includes, but is not limited to, data backup, power backup, power/surge protection, spare system parts, system redundancy, site redundancy, escalation procedures, emergency support agreements with hardware and software vendors, public network based call forwarding to alternate locations, and documented recovery policies and procedures. Customer understands that developing and testing a Disaster Recovery Plan is Customer's responsibility and is not a service provided by Sprint.

The disclaimer of liability for damages will not be affected if any remedy provided shall fail of its essential purpose. Customer accepts this disclaimer of liability for damages as part of the bargain for Services and understands the price of the Services would be higher if Sprint were requested to bear additional liability for such damages.

12 INTELLECTUAL PROPERTY OWNERSHIP

Customer understands that all software programs and software components provided by Sprint and Sprint vendors are licensed and not sold. No license is granted by this Agreement. Licenses, if any, will be granted under a separate agreement.

13 LIMITED WARRANTY

ANY AND ALL SERVICE AND DELIVERABLES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER, AND IN ACCORDANCE WITH RECOGNIZED INDUSTRY STANDARDS.

IN THE EVENT OF A BREACH BY SPRINT OF THE FOREGOING WARRANTY OF WHICH CUSTOMER NOTIFIES SPRINT IN WRITING DURING THE WARRANTY PERIOD, SPRINT'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR SPRINT TO CORRECT THE PORTION OF THE WORK THAT DOES NOT CONFORM TO SUCH WARRANTY. IF SPRINT IS UNABLE TO MAKE SUCH CORRECTIONS TO THE SERVICES OR DELIVERABLES, CUSTOMER'S EXCLUSIVE REMEDY AND SPRINT'S SOLE OBLIGATION SHALL BE FOR CUSTOMER TO RECOVER THE COMPENSATION PAID TO SPRINT FOR THE SERVICES GIVING RISE TO SUCH WARRANTY FAILURE.

THIS WARRANTY DOES NOT APPLY IF: I) CUSTOMER BREACHES THE TERMS OF THIS AGREEMENT, II) THE NON-CONFORMITY WAS CAUSED BY CUSTOMER (INCLUDING CUSTOMER'S EMPLOYEES, AGENTS OR CONTRACTORS), SUCH AS ABUSE, MISUSE, DAMAGE, MISOPERATION OR USE IN A MANNER OTHER THAN INTENDED, OR III) DAMAGE BY ANY CAUSE NOT ATTRIBUTABLE TO SPRINT INCLUDING WITHOUT LIMITATION, POWER IRREGULARITIES, FIRE, EARTHQUAKES OR ACTS OF GOD OR NATURE. SPRINT MAKES NO WARRANTY FOR ANY EQUIPMENT OR SOFTWARE THAT IS PROVIDED BY THIRD PARTIES.

THIS LIMITED WARRANTY AND THE REMEDIES FOR A FAILURE OR BREACH OF SUCH LIMITED WARRANTY ARE EXCLUSIVE. THEY ARE GIVEN TO CUSTOMER IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, WHICH SPRINT SPECIFICALLY DISCLAIMS.

14 LIMITATION OF LIABILITY

SPRINT'S LIABILITY TO CUSTOMER FOR ANY CLAIM FOR DAMAGES CAUSED BY SPRINT'S PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF ACTUAL DAMAGES ACTUALLY PROVEN NOT, HOWEVER, TO EXCEED THE AMOUNT BILLED TO CUSTOMER DURING THE PREVIOUS TWELVE (12) MONTHS PRIOR TO THE DAMAGES OR INJURY WHICH IS THE BASIS OF THE CLAIM. IN NO EVENT SHALL SPRINT OR ITS AGENTS BE LIABLE FOR LOSS OF PROFITS OR BUSINESS, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND CONNECTED IN ANY WAY TO FURNISHING, PERFORMANCE, MAINTENANCE OR USE OF ANY ITEM, EQUIPMENT OR SERVICE UNDER THIS AGREEMENT. IN NO EVENT WILL SPRINT OR ITS AGENTS BE LIABLE FOR DAMAGES, LOSS OR EXPENSES OF ANY KIND WHATSOEVER THAT MAY RESULT FROM THE FRAUDULENT OR UNAUTHORIZED USE OF EQUIPMENT, SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO FRAUDULENT OR UNAUTHORIZED LONG DISTANCE TELEPHONE CALLS. CUSTOMER SHALL HOLD SPRINT HARMLESS FROM ALL CLAIMS, SUITS OR ACTIONS BY ANY PERSON, ENTITY, GOVERNMENT OR GOVERNMENT AGENCY, INCLUDING REMOVAL OR REMEDIATION COSTS ARISING FROM THE PRESENCE OF HAZARDOUS MATERIALS, ABOUT, BENEATH OR MIGRATING FROM CUSTOMER'S PROPERTY OR PREMISES.

15 INDEMNIFICATION

Each party shall indemnify and hold the other party, its officers, agents and employees, harmless from and against any claims or causes of action for personal injury or death to persons, or loss or damage to property (including but not limited to personal injury or property damage suffered by either party's own employees or agents), to the extent the result, directly or indirectly, is from the indemnifying party's negligence or intentional misconduct.

Customer shall indemnify, defend and hold Sprint, its officers, agents and employees, harmless from and against all claims or causes of action brought by third parties which arise out of or is related to Sprint's performance under this Agreement.

16 FORCE MAJEURE

Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay.

17 DISPUTE RESOLUTION

In the event of any dispute between the parties relating to or arising out of any provision of this Agreement, the representatives of the parties shall meet promptly in a good faith effort to resolve the dispute extrajudicially. The representatives shall be senior level executives who have authority to resolve the dispute. The disputing party shall arrange for the meeting at a time and place mutually acceptable to both parties. Prior to the meeting, the disputing party shall deliver to the other party a written summary of the dispute and evidence and arguments substantiating its dispute. If it proves impossible to arrive at a mutually satisfactory solution as a result of such meeting, the parties shall be free to pursue other legal remedies. In the event of legal action, the prevailing party of such legal action shall be entitled to recover from the other party reasonable attorneys' fees and costs, any allocated in-house counsel legal expenses, as well as any collection costs incurred.

18 NOTICES

Communications relating to this Agreement must be communicated by certified mail, return receipt requested, telex, facsimile or overnight mail to the

addresses designated on the signature page.

19 TERMINATION

Either party may terminate this Agreement "for cause" if the defaulting party fails to cure such "cause" within thirty (30) days after receipt of written notice of same. The term "for cause" includes, but, is not limited to:

- a) Failure to carry out any of the obligations created by this Agreement; or
- b) If either party should be adjudicated bankrupt, or make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency; or
- c) Sprint reasonably determines that Customer is misusing or abusing services under this Agreement, or is using such services for an unlawful or unsafe purpose; or
- d) Customer provides Sprint with false or misleading information in connection with the Services covered by this Agreement; or
- e) Customer's improper wiring, failure to maintain proper environmental conditions for the Equipment, or repair or maintenance service on Equipment by anyone other than an authorized Sprint representative.

Sprint may terminate this Agreement immediately by providing written notice to Customer if Customer fails to pay any invoiced and undisputed charge (including charges not incurred under this Agreement) within ten (10) days after receipt of written notice from Sprint identifying the default.

20 SPRINT AS AN INDEPENDENT CONTRACTOR

Sprint is an independent contractor for all purposes and at all times. Sprint has the responsibility for, and control over, the means and details of performing the Services. Sprint will supervise its employees and set the hours of work, policies and procedures for its personnel. As an independent contractor, neither Sprint nor Sprint's staff is, or shall be deemed, Customer's employees. In its capacity as an independent contractor, Sprint agrees and represents, and Customer agrees, that Sprint has the right to perform Services for others during the term of this Agreement. Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

21 NO WAIVER

Failure by either party to enforce any of its rights under this Agreement shall not be deemed a waiver of any right which that party has under this Agreement.

22 SEVERABILITY

Should any provisions of this Agreement be declared unenforceable or invalid, that provision shall be construed, limited, modified or if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability. All remaining provisions shall remain in full force and effect.

23 ASSIGNMENT

This Agreement may be assigned by Sprint, in whole or in part. Customer may not transfer or assign this agreement or its rights under this Agreement without written consent of Sprint, which will not unreasonably be withheld. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

24 GOVERNING LAW

This Agreement shall be governed by the laws of the state where the Services are provided.

25 TITLES

Titles, headings and table of contents of articles and sections of this Agreement have been inserted for convenience of reference only. They shall not define, modify or restrict the meaning of interpretation of the terms of provisions of this Agreement.

ADDRESS	CITY	ST	ZIP	SITE PHONE #	SYSTEM TYPE	Stations	Trunk Ports	FI Cards	Unlaid Ports	Other*	Exp Date	# months
Lee County Elections					Norstar	14	6		4		10/1/02	24
3040 Fowler Street	Fort Myers	FL	33916	239-338-3157								
Clerk Of Court/Probate												
2201 2nd Street 3rd Floor	Fort Myers	FL	33901	239-461-3240	Norstar	32	24		4		10/1/02	24
Court Mediation												
2201 2nd Street 4th Floor	Fort Myers	FL	33901	239-338-3202	Norstar	16	10		0		10/1/02	24
Bonita Springs Library												
26876 Pine Avenue	Bonita Springs	FL	33923	239-992-0101	Norstar	14	4		2		12/1/02	24
Cape Coral Library												
921 SW 39th Terrace	Cape Coral	FL	33914	239-540-6300	Norstar	45	4	1	4		12/1/02	24
Captiva Library												
11560 Chaplin Lane	Captiva Island	FL	33924	239-472-2133	Norstar	3	2		2		10/1/02	24
Dunbar Library												
3095 Blount Street	Fort Myers	FL	33916	239-334-3602	Norstar	13	2		4		10/1/02	24
North Fort Myers Library												
2001 N. Tamiami Trail	North Fort Myers	FL	33903	239-997-0320	Norstar	12	3		4		10/1/02	24
Pine Island Library												
10700 Russell Road	Bokeelia	FL	33922	239-461-3188	Norstar	5	3	0			10/1/02	24
Riverdale Library												
14561 Palm Beach Boulevard	Fort Myers	FL	33905	239-461-3130	Norstar	8	3		4		10/1/02	24
Rutenberg Library												
8490 S. Point Boulevard	Fort Myers	FL	33919	239-433-5900	Norstar	9	3		4		10/1/02	24
South County Library												
21100 Tree Oaks Parkway	Estero	FL	33928	239-498-6420	Norstar	34	0	1	4		10/1/02	24
Lee County Fleet												
2955 Van Buren Street	Fort Myers	FL	33916	239-338-3233	Norstar	19	9		4		10/1/02	24
Lakes Park												
7330 Gladiolus Drive	Fort Myers	FL	33908	239-432-2000	Norstar	11	9		4		10/1/02	24
Lee Animal Control												
5600 Banner Drive	Fort Myers	FL	33912	239-432-2083	Norstar	22	16		8		10/1/02	24
Tolls Mid Point												
1930 SE Terrace	Cape Coral	FL	33990	239-573-1680	Norstar	54	26	4	6		10/1/02	24
Tolls Cape Coral												
10100 College Parkway	Fort Myers	FL	33919	239-573-1680	MCK	"	"	"	"		10/1/02	24
Tolls Sanibel												
18700 McGregor Boulevard	Fort Myers	FL	33957	239-573-1680	MCK	"	"	"	"		10/1/02	24
Lee Trans												
6035 Idlewild	Fort Myers	FL	33907	239-277-5012	Norstar	21	12		4		10/1/02	24
Public Works Trans												
5560 Zip Drive	Fort Myers	FL	33905	239-694-3334	Norstar	38	7		4		10/1/02	24
Lee County Utilities												
7401 College Parkway	Fort Myers	FL	33907	239-936-0247	Norstar	23	12		6		10/1/02	24
Lee County Solid Waste												
10500 Buckingham Road	Lehigh	FL	33905	239-338-3302	Norstar	29	12		6		10/1/02	24

Totals 422 167 6 78

ADDRESS	CITY	ST	ZIP	SITE PHONE #	SYSTEM TYPE	Stations	Trunk Ports	T1 Cards	Vmail Ports	Other	Eff Date	Exp Date	# months
Utilities Whse Detar					Norstar	18	11		4		10/1/02	9/30/04	24
5180 Tice Street	Fort Myers	FL	33905	239-693-1729									
Pre Trial					Norstar	22	24		6		10/1/02	9/30/04	24
200 Main Street 1st Floor	Fort Myers	FL	33901	239-332-7013									
East County Library					Opt 11	96	0	1	8		10/1/02	9/30/04	24
881 East Gunnery Road	Lehigh	FL	33971	239-461-7300									
Fort Myers Library					Opt 11	96	0	1	4		10/1/02	9/30/04	24
2050 Lee Street	Fort Myers	FL	33901	239-479-4635									
Bill Creek DOT					Opt 11	64	16		4		10/1/02	9/30/04	24
5650 Enterprise Parkway	Fort Myers	FL	33905	239-694-7600									
Leeway					Opt 11	32	0	1	4		10/1/02	9/30/04	24
1366 Colonial Boulevard	Fort Myers	FL	33907	239-931-0100									
					Total	328	51	3	30				
NOTE: REMOVE ANY EXISTING MAINTENANCE CONTRACTS ON SITES LISTED, EFFECTIVE WITH THIS CONTRACT 10/1/02													

1615 Heitman Street, Fort Myers, FL 33901
phone (941) 335-2900 fax (941) 335-2760



LEE
COUNTY
ITG

Memo

To: County Attorney's Office

From: Kristi Baran, ITG/ACS (2)

CC:

Date: October 3, 2002

Re: Blue Sheet # 20021092

02 OCT -3 PM 2:24
RECEIVED BY
LEE CO. ATTORNEY

Blue Sheet # 20021092 is attached.

Thank you,
Kristi Baran