

P6130023  
Wireless  
Communications

**PARTICIPATING ADDENDUM**  
**WESTERN STATES CONTRACTING ALLIANCE**  
**WIRELESS SERVICES 2012-2016**  
**Administered by the State of Nevada (hereinafter "Lead State")**

MASTER SERVICE AGREEMENT  
SPRINT SOLUTIONS, INC.  
Nevada Contract Number: 1907  
(hereinafter "Contractor")  
And  
LEE COUNTY  
(hereinafter "Participating Entity")

1 of 6

1. Scope/Background: Contractor, on behalf of its affiliated entities providing the products and services, and the Lead State, on behalf of WSCA and the NASPO Cooperative, entered into Master Service Agreement No. S1907 effective April 12, 2012 (the Master Service Agreement and Amendments are collectively, the "Master Service Agreement").

This Participating Addendum (the "Addendum"), dated the date the last party signs ("Effective Date"), covers the WIRELESS SERVICES led by the State of Nevada for use by state agencies and other entities located in the Participating Entity authorized to utilize the Master Service Agreement. This Addendum is a separate agreement between the Participating Entity and the Contractor entered into under the terms and conditions of the Master Service Agreement except as modified herein.

2. Participation: Subject to the acknowledgement of the respective State Chief Procurement Official, as confirmed to Contractor by WSCA, unless specifically prohibited by State statute, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under the Master Service Agreement. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

**INDIVIDUAL CUSTOMER:** Each State agency, political subdivision and authorized non-profit, acting as a Participating Entity, that purchases products/services will be treated as if they were individual customers. Except to the extent modified by this Addendum, each agency, political subdivision and authorized non-profit will be responsible to follow the terms and conditions of the Master Service Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Service Agreement. Each agency, political subdivision and authorized non-profit will be responsible for their own charges, fees, and liabilities. Each agency, political subdivision and authorized non-profit will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

3. Participating Entity Modifications or Additions to Master Service Agreement:

No changes are required.

4. [Purposely Left Blank.]

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5. Primary Contacts: The primary contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name	Teri Becker, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tbecker@admin.nv.gov

Contractor

Name	Gray Sigler
Address	See Secondary Contact below for correspondence. (If an address is needed, use Sprint Contract Manager)
Telephone	775-450-2916
Fax	See Secondary Contact
E-mail	Gray.r.Sigler@sprint.com

Contractor (Secondary Contact)

Name	Michaela Clairmonte, Manager, Contract Negotiations
Address	12502 Sunrise Valley Drive, MS: VARESA0208, Reston, VA 20196
Telephone	703-433-8581
Fax	703-433-8798
E-mail	Michaela.Clairmonte@sprint.com

Participating Entity

Name	Robert D. Franceschini
Address	P.O. Box 398, Fort Myers, FL 33902
Telephone	239-533-5457
Fax	239-485-5460
E-mail	rfranceschini@leegov.com

6. [Purposely Left Blank.]

7. Purchase Order Instructions:

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All orders should contain the following mandatory language: (1) indicating that "all Purchase Orders or Sprint Approved funding documents will be in accordance with and subject to WSCA Master Service Agreement # 1907"; (2) Your Name, Address, Contact Number, email address and Contractor's account number(s); and (3) Purchase order amount.

**8. Price Agreement Number:**

All purchase orders or Sprint approved funding documents issued by purchasing entities within the jurisdiction of this Addendum shall include the Lead State Master Service Agreement: 1907.

This Addendum and the Master Service Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Service Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Service Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and its exhibits shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Service Agreement as to the Participating Entity and any Buyers under this Addendum ONLY, and shall otherwise have no impact on the Master Service Agreement and its exhibits.

**9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):** If or when contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or subrecipients of ARRA funds. Ordering entity is responsible for informing contractor in writing prior to ARRA funds being used for a purchase or purchases. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor, recipient, subrecipient or subgrantee, but simply a vendor that is a provider of goods and related services.

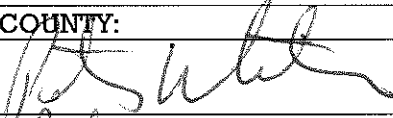

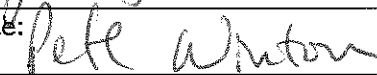
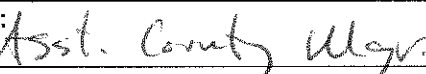
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10. Sprint Approved Funding Document: The Sprint Approved Funding Document ("Funding Document") is attached hereto as Exhibit A. As a pre-condition to ordering Sprint services and equipment, Sprint may in its discretion require Buyers to provide the Funding Document.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

LEE COUNTY:	SPRINT SOLUTIONS, INC.:
By: 	By: 
Name: 	Name: Michaela Clairmonte
Title: 	Title: Manager, Contracts Negotiations & Management
Date: 9-27-13	Date: 10/23/2013

APPROVED AS TO FORM  
  
OFFICE OF COUNTY ATTORNEY

Sprint — Approved as to Legal Form
HRF 23 Sept 13

EXHIBIT A – FUNDING DOCUMENT  
LEE COUNTY

September 27, 2013

Timothy Yocum  
Public Sector Account Manager, Sprint  
2201 Cantu Ct.  
Sarasota, FL 34236  
Phone: 941-915-4545  
Timothy.Yocum@sprint.com

Dear Public Sector Account Manager,

The units on the following Billing Account Numbers listed below are eligible to purchase wireless communication services under the **Western State Contracting Alliance (WSCA) Master Service Agreement, No. 1907**, dated April 12, 2012, and the **WSCA Participating Addendum between Sprint Solutions, Inc., and the LEE COUNTY**.

Billing Account Numbers:

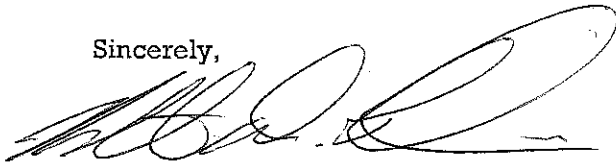
I, Robert D. Franceschini, hereby certify that the following information provided herein is true and accurate as of the date of this letter: (1) I am an authorized purchaser for LEE COUNTY (2) all orders will be in accordance with and subject to the pricing, terms and conditions under the **Western State Contracting Alliance (WSCA) Agreement, No. 1907, and the WSCA Participating Addendum with the LEE COUNTY**; and (3) Sprint is authorized to invoice the total dollar amount for services and equipment ordered by an authorized purchaser for the LEE COUNTY.

Furthermore, I certify the LEE COUNTY (1) shall pay charges incurred for the period of time the units are active with Sprint and until written notice of cancellation is provided to Sprint; and (2) the LEE COUNTY acknowledges and understands that Sprint will not automatically terminate service until written notice of cancellation is received by Sprint. The LEE COUNTY agrees to pay Sprint for all fees and charges for services and equipment received up to the effective date of cancellation.

If there is a change in the above authorization, it is the responsibility of the authorized purchaser to provide written notification to Sprint within ten (10) days at the following address:

**Sprint**  
12502 Sunrise Valley Drive  
Mailstop: VARESA0208  
Reston, VA 20196  
Attn: Public Sector Contracts Manager

Sincerely,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

LEE COUNTY

**CONTRACT REVIEW CHECKLIST****CONTRACT TYPE:** PARTICIPATING ADDENDUM**SUBJECT:** Project known as: Wireless Communicationsbetween Lee County and Sprint

(3 origs)

Reference: Board action approving contract/agreement

November 20, 2012 076

The subject contract is forwarded herewith for review and/or endorsements:

(1) By the Director of \_\_\_\_\_ By Procurement \_\_\_\_\_

Project Sponsoring Department

- ☐ Recommending execution  
☐ Not recommending execution for the following reason(s)

Date received \_\_\_\_\_ Date returned/forwarded \_\_\_\_\_

Signed \_\_\_\_\_

(2) By Procurement Management

- ☒ Recommending execution  
☐ Not recommending execution for the following reason(s)

Date received 9-25-13 Date returned/forwarded 9-25-13Signed [Signature](3) By ~~the~~ Risk Management

- ☐ Recommending execution  
☐ Not recommending execution for the following reason(s)

Date received \_\_\_\_\_ Date returned/forwarded \_\_\_\_\_

Signed \_\_\_\_\_

(4) By the County Attorney

- ☐ Recommending execution  
☐ Not recommending execution for the following reason(s)

Date received \_\_\_\_\_ Date returned/forwarded \_\_\_\_\_

Signed [Signature] 9-26-13(5) **DEPARTMENT DIRECTOR, COUNTY MANAGER, BOARD**(6) Clerks Office, Minutes Department 9/27/13 MW(7) **PROCUREMENT MGMT.** [Signature] 9-27-13

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20120989**

**1. ACTION REQUESTED/PURPOSE:**

- (A) Approve Project # PB130023, the utilization (piggyback) of the Western States Contracting Alliance's (WSCA) agreement #1907, which has gone through their competitive negotiation process for the annual purchase of Wireless Communication (including Air Cards) and Equipment for use County-wide through Sprint Solutions for the full term of the WSCA agreement (until October 31, 2016) with the option to renew for two additional one year periods.
- (B) Authorize the annual expenditure, based on current usage, of \$490,236 (please see Attachment 1 for a rate summary).
- (C) Authorize, over the term of the contract, annual expenditures not to exceed \$700,000 -- a forecasted amount that will depend on future usage which cannot be accurately determined at this time.
- (D) Authorize Chair on behalf of the Board to execute the accompanying Participating Addendum as well as any additional related documentation.

**2. FUNDING SOURCE:**

Funding will be available from the individual department or division's budget.

**3. WHAT ACTION ACCOMPLISHES:**

: Provides the County with a reliable vendor to obtain to obtain necessary cellular and air card communications for County personnel in a cost effective, efficient and timely manner through at least October 2016 and potentially October 2018. Entitles the County to take advantage of the \$20,000 customer goodwill service credit offered by the vendor.

**4. MANAGEMENT RECOMMENDATION:** Approve.

<b>5. Departmental Category:</b> <DeptCategory>		<b>6. Meeting Date:</b> 11/20/2012
<b>7. Agenda:</b>  Consent	<b>8. Requirement/Purpose:</b> <i>(specify)</i> <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code      AC-4-1 <input type="checkbox"/> Other	<b>9. Request Initiated</b> <b>Commissioner:</b> <b>Department:</b> PROCUREMENT MANAGEMENT <b>Division:</b> No Divisions <b>By:</b> Robert Franceschini

**10. Background:**

On October 11, 2012 the Division of Procurement Management met with Sprint Solutions representatives to review its cellular charges and discuss piggybacking the existing WSCA Agreement #1907 for the on-going Wireless Communications and Equipment needs of the County.

This discussion yielded the following results: A customer goodwill service credit of \$20,000 will be applied to the County's accounts (spread out over 4 monthly bills). This credit, when combined with the new rates offered by the WSCA contract enables the County to achieve a 21% annual reduction in its annual spend for wireless costs (over its current contracted rate structure). The Sprint charge per minute for calls has dropped from .058 to .049. Please see Attachment 1 for a complete breakdown of the charges and rate comparison. Further, the County has reserved the right to have an annual review of its accounts over the term of the contract to obtain additional customer goodwill service credits and review its usage to explore whether additional savings may be obtained.

**11. Required Review:**

<Signature>	<Signature>	<Signature>	<Signature>	<Signature>	<Signature>
<Department>	<Department>	<Department>	<Department>	<Department>	<Department>
<Signature>	<Signature>	<Signature>	<Signature>	<Signature>	<Signature>
<Department>	<Department>	<Department>	<Department>	<Department>	<Department>

**12. Commission Action:**