

Board of County Commissioners Agenda Request

Date of Meeting: December 20, 2016

Date Submitted: November 30, 2016

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Morris Young, Sheriff
Maurice Peddie, E911 Coordinator

Subject: Approval of Contractual Agreement between CenturyLink and Gadsden County Board of County Commissioners.

Statement of Issue:

This agenda item seeks approval from the Board for the contractual agreement between CenturyLink and the Gadsden County Board of County Commissioners and authorize the Chairperson to sign.

Background:

Century Link is the sole source provider; this is an ongoing contract renewed yearly and funded by grant funds for the E911 system. This contract covers 1 year CenturyLink Centurion Maintenance for Gadsden County Primary and Backup PSAP Sites and Portable Workstations.

Analysis:

This contract will assist with the maintenance of our Enhanced 911 (E911) system to provide “seamless” E911 for Gadsden County.

Fiscal Impact:

None.

The County receives funding for these costs through the State of Florida E911 Board.

Options:

1. Approve the contract agreement and authorize the Chairperson to sign.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation

Option 1

Attachment:

Contract for Centurion Maintenance with Price Sheet. Three (3) originals.

Products and Services Agreement

This Products and Services Agreement ("Agreement") between CENTURYLINK SALES SOLUTIONS, INC., as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and E911 Florida Gadsden County ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

1. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
4. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

E911 Florida Gadsden County

By: _____
 Printed: _____
 Title: _____
 Date: _____

By: _____
 Printed: _____
 Title: _____
 Date: _____

Address for Notices: Sales Administration
 665 Lexington Avenue
 Mailstop: OHMANB0107
 Mansfield, OH 44907

Customer Address: 339 EAST JEFFERSON STREET
 QUINCY, FL 32351

And if related to a dispute to:
 CenturyLink
 Attn: Legal Department
 1801 California Street, #900
 Denver, CO 80202
 Fax: (888) 778-0054

Address for Notices (if different from above):

Sales Rep: Ford Frey
 Sales Rep Phone: (727) 729-2149

SERVICES LIST

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the company providing Services to Customer is listed on each Price Quote. Customer can also locate the name of any CenturyLink local operating company by searching for a NPA-NXX in the first column of the list at http://www.centurylink.com/tariffs/NPANXX_Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless otherwise provided in the service-specific terms and conditions. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

CenturyLink Price Quote Number(s): 16-014302

2. **PRICING.**
 - 2.1 **Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
 - 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
 - 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
 - 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs or Local Terms of Service, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence. CenturyLink may modify its Tariffs or Local Terms of Service from time to time.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.



CENTURYLINK
CenturyLink Centurion Maintenance

Customer Legal Name: E911 Florida Gadsden County
 Customer Billing Name: E911 Florida Gadsden County
 339 EAST JEFFERSON STREET
 QUINCY
 FL , 32351
 Quote-Build #: 16-014302

Valid Until November 6, 2016
 Contract Term: 12 Months

All Services listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the CenturyLink™ Centurion Maintenance Service Annex, both posted to http://about.centurylink.com/legal/rates_conditions.html.

**TERM 1/15/2017
Through 1/14/2018**

Part Number	Description	Quantity	Annual Extended Rate	
			Unit	Total
Primary PSAP-TERM 1/15/2017 Through 1/14/2018				
912800-	Positron CAMA Gateway Shelf	2		
912801-	Positron CAMA Interface Module	2		
912802-	Positron Primary Backroom Server	1		
912803-	Positron Primary VoIP Soft Switch	1		
912814	Admin Interface Module (AIM)	2		
912816	Cisco 2960-S 24 port switch	2		
912817-	IT Cabinet - 7ft	1		
912800	VIPER Gateway Shelf	1		
912813-	Power Supply (-48V DC)	2		
912822-	Positron Secondary Backroom Server	1		
912823-	Positron Secondary VoIP Soft Switch	1		
913850/S	VIPER Enabling Kit (Sonic)	2		
914102/BB	IWS Workstation Prebuilt Product Bundle	2		
100P000208-001	M series Dual Video Card	2		
914102/EP	ePrinter Desktop	1		
914434	Tape Backup System	1		
914434/R	Tape Backup System Rackmount Kit	1		
914210/G6/R/BB	IWS Type A Rack Server (1U 1CPU) 160GB SATA HD	1		
E10033	500GB SATA Non Hot Plug Hard Disk for DL160 & ML110	2		
914210/G6/R/BB	IWS Type A Rack Server (1U 1CPU) 160GB SATA HD	1		
E10033	500GB SATA Non Hot Plug Hard Disk for DL160 & ML110	2		
914600/1	IWS External Programmable Keypad Model 683	2		
912808-	1U Keyboard/LCD/8PortKVM (1U)	1		
EM887A8#ABA	LE1911 LCD DISPLAY TFT 19"	5		
NQ576AT	HP LCD SPEAKER BAR	2		
DSUIII-AR	ADTRAN DSU III AR	2		
GP931	GPS Command Center Package	1		
F3H981-06	6FT VGA SVGA MON EXT CABLE Hddb15M Hddb15F	4		
MF-HW	MapFlex Server Hardware	1		
MF-HWBU	MapFlex Backup Server Hardware	1		
			SUBTOTAL	\$ 9,244.34
Backup PSAP-Term 01/15/2017 Through 01/14/2018				
912800-	Positron CAMA Gateway Shelf	2		
912801-	Positron CAMA Interface Module	2		
912802-	Positron Primary Backroom Server	1		
912803-	Positron Primary VoIP Soft Switch	1		
912805-	VoIP FXO Gateway - 8 Ports for Admin Lines	1		
912816	2960-S 24 port switch	2		
912817-	IT Cabinet - 7ft	1		
912800	VIPER Gateway Shelf	2		
912813-	Power Supply (-48V DC)	2		
912822-	Positron Secondary Backroom Server	1		
912823-	Positron Secondary VoIP Soft Switch	1		
913850/S	VIPER Enabling Kit - SONIC	4		
914102/BB	IWS Workstation Prebuilt Product Bundle	4		
100P000208-001	M series Dual Video Card	4		
914431/R	IWS Server Tape Backup System - Rack Mount	1		
914210/G6/R/BB	IWS Type A Rack Server Prebuilt Building Block	1		
E10033	500GB SATA Non-Hot Plug Hard Disk	2		
914210/G6/R/BB	IWS Type A Rack Server Prebuilt Building Block	1		
E10033	500GB SATA Non-Hot Plug Hard Disk	2		
MF-HW	MapFlex Server Hardware	1		
MF-HWBU	MapFlex Backup Server Hardware	1		
914600/1	IWS External Programmable Keypad Model 683	4		
912808-	1U Keyboard/LCD/8PortKVM (1U)	1		
Q5982A#ABA	COLOR LASERJET 3800N PRINTER	1		
E177FP	Dell E177FP, 17 Inch Flat Panel 17.0 Inch	8		
DSUIII-AR	ADTRAN DSU III AR	2		
GP931	GPS Command Center Package	1		
F3H981-06	6FT VGA SVGA MON EXT CABLE Hddb15M Hddb15F	8		
914114/BAK	Backup Portable Power 911 Position	2		
913152	Power 911 Add-on Recorder for Radlo (ITRR)	2		
			SUBTOTAL	\$ 12,338.00
SUBTOTAL: ANNUAL RECURRING EQUIPMENT COVERAGE.....				\$ 21,582.34
SUBTOTAL: ANNUAL ON SITE TECHNICIAN COVERAGE.....				\$ -
TOTAL ANNUAL RECURRING COVERAGE CHARGES				\$ 21,582.34
TOTAL <u>CONTRACT TERM</u> RECURRING COVERAGE CHARGES				\$ 21,582.34