

STATE TECHNOLOGY OFFICE
SUNCOM NETWORK SERVICES AGREEMENT

This AGREEMENT is by and between the:

_____ TOWN OF MIAMI LAKES _____
(PLEASE TYPE)

- Which is a:
- 1. STATE AGENCY _____
 - 2. POLITICAL SUBDIVISION _____
 - 3. NON-PROFIT CORPORATION _____
 - 4. MUNICIPALITY _____

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hereinafter referred to as the Using Agency, and the State of Florida, State Technology Office, hereinafter referred to as STO.

Whereas, the Using Agency has applied for services from the state telecommunications network known as SUNCOM; and

Whereas, the Using Agency complies with all requirements of Chapter 282, Florida Statutes, and the rules of STO; NOW THEREFORE, it is agreed:

1. STO shall provide SUNCOM Services to the Using Agency according to the Services ordered by the agency.
2. STO shall provide the Using Agency accessibility to SUNCOM. All lines not restricted by the Using Agency shall have access to SUNCOM.
3. Charges shall be paid to STO by the Using Agency for these services and shall be based upon the current rates established and published by STO to all state agencies and local government Communications Service Authorization (CSA) representatives. These rates shall cover administrative costs as well as network utilization, and access costs. STO shall provide the Using Agency with an invoice each month for services utilized by the Using Agency, consistent with the billing system, rates and concepts used to develop the overall SUNCOM rate structure and cost recovery methodology.
4. Nonpayment of an invoice presented to an agency within 45 consecutive calendar days constitutes sufficient reason for STO to: (a) notify the applicable common carrier to terminate service to the agency in the case of a non-state agency; or (b) notify the State of Florida Comptroller to transfer funds to the Department of Management Services under the provision of Chapter 216.292(7), Florida Statutes, in the case of a state agency. If non-payment is for a SUNCOM Network Service, in the case of a non-state agency, the SUNCOM Network Control Center (NCC) will be notified to block the non-state agency's access to the network.
5. The Using Agency recognizes and agrees that the billing concepts and network configuration may be subject to changes from time-to-time as a result of changes in applicable laws, regulations, traffic patterns, and other conditions which may result in modifications to existing policy decisions or directives.
6. It is agreed that the obligations of each party hereunder are subject to the laws of Florida and subject to monies being lawfully available to fulfill such obligation. If at any time monies are not available to either party for that purpose, that party shall notify the other party immediately upon receiving such information, and thereupon this contract shall be terminated at the end of the period of time for which such monies are available.

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7. A requesting user agency shall pay its share of all initial installation costs required to connect that user agency to the SUNCOM Network. Such user agency shall also pay for all initial installation costs for adding additional facilities to the state SUNCOM Network.
8. STO, as well as the Using Agency, will be required to provide a minimum of 30 days written notice to the other party prior to termination of service, except as provided in paragraph 4 hereof.
9. The resale of any SUNCOM service to a non-qualified subscriber, where qualified subscribers are set forth in Chapter 282, F.S., is expressly prohibited.
10. User Agencies shall provide written notification of a name change within 30 days of name change. This notification shall be mailed to STO at the address shown below.
11. User Agencies qualifying as a non-profit shall provide to STO written notification of a change in the status of the qualifying contractual agreement, within 30 days of status change.

USING AGENCY ~~TOWN OF MIAMI LAKES~~

STATE OF FLORIDA

STATE TECHNOLOGY OFFICE

4050 ESPLANADE WAY

ADDRESS ~~6853 Main Street~~

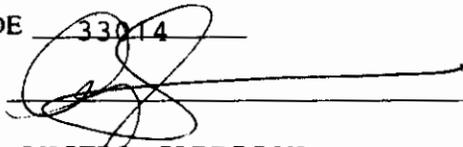
BUILDING 4030, SUITE 262

TALLAHASSEE, FLORIDA 32399-0950

CITY ~~Miami Lakes, Florida~~

COUNTY ~~Dade~~

ZIP CODE ~~33014~~

SIGNED 

Roy Cales
Chief Information Officer
State of Florida

NAME ~~ANGELA GARRISON~~

TITLE ~~ADMINISTRATIVE COORDINATOR~~

DATE _____

DATE ~~5-24-01~~

PHONE ~~305-558-8244~~

FAX ~~305-558-8511~~

SUNCOM NO. _____

E-MAIL: ~~mitwnhal@bellsouth.net~~

FEID # ~~65-1083493~~

(PLEASE TYPE THE ABOVE INFORMATION)

**TO BE COMPLETED BY AGENCIES
QUALIFYING AS NON PROFIT:**

Qualifying Contract with: _____

Contract #: _____

Contract Expiration Date: _____

Contact Name: _____ Contact #: _____

State of Florida Contract

1. Fill out a SUNCOM Network Service Agreement
2. Send it to

Ruby Wells
State of Florida
State Technology Office
4050 Esplanade Way
Building 4030, Suite 262
Tallahassee, Florida 32399-0950

3. The form can also be faxed to

Ruby Wells
Fax – 850-413-9529

4. The form can also be found in the Web at

<http://suncom.state.fl.us>

5. For additional information contact

Ruby Wells
850-922-7481