

COUNTY COUNCIL OF CECIL COUNTY, MARYLAND
LEGISLATIVE SESSION 2019-09

RESOLUTION NO. 33-2019

Title of Resolution: Approval – Internet Service – Windstream – Multiple Year Contract

Synopsis: A Resolution to approve a five (5) year agreement between the County and Windstream Enterprise for the provision of internet services for a maximum period of five (5) years at the monthly rate of \$623.92; pursuant to which Windstream will provide a onetime credit of \$4,600.00 to offset a portion of the cost associated with the installation of a 4” conduit to run cable into the Stemmers Run Department of Public Works office.

Introduced by: Council President on behalf of the County Executive

Introduced and order posted on: May 7, 2019

Consideration scheduled on: May 21, 2019

By:  _____
Council Manager

Notice of time and title of Resolution having been posted by May 7, 2019 at the County Administrative Building, 200 Chesapeake Blvd, Elkton, and consideration by the County Council of Cecil County having been scheduled on May 21, 2019.

By:  _____
Council Manager

Explanation: CAPITALS INDICATE MATTER ADDED TO EXISTING ORDINANCE.
~~Strike through~~ indicate matter deleted from existing ordinance.
Underlining indicates language added by amendment.
~~Double Strike through~~ indicates language deleted by amendment.

1 **WHEREAS**, in accordance with Section 505 of the Cecil County Charter, on April 1, 2018, the
2 County Executive submitted a proposed budget to the County Council for Fiscal Year 2019; and

3 **WHEREAS**, in accordance with Section 506 of the Cecil County Charter, the County Council held
4 public hearings on the proposed budget submitted by the County Executive for Fiscal Year 2019; and,

5 **WHEREAS**, in accordance with Section 507(b) of the Cecil County Charter, on June 5, 2018, the
6 County Council adopted the budget for Fiscal Year 2019; and

7 **WHEREAS**, the Cecil County Department of Information Technology budget for Fiscal Year 2019
8 includes funding to provide internet services to various County offices, including, but not limited, to the
9 Stemmers Run office of the Department of Public Works, located at 45 Stemmers Run Road, Earleville,
10 Maryland; and

11 **WHEREAS**, Windstream Enterprise has agreed to provide a onetime credit of \$4,600.00 to offset
12 a portion of the cost associated with the installation of a 4” conduit to run cable into the Stemmers Run
13 Department of Public Works office, in consideration of the County entering into a five (5) year contract
14 for the provision of internet services at the monthly rate of \$623.92; and

15 **WHEREAS**, the proposed internet services agreement is in excess of \$20,000.00 aggregate, and
16 is for multiple fiscal years, for which County Council approval is required in accordance with Section
17 515(d) of the Cecil County Charter; and

18 **WHEREAS**, the County Executive now seeks County Council approval of the aforementioned five
19 (5) year internet services agreement with Windstream.

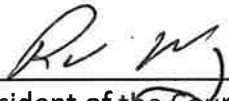
20 **NOW THEREFORE, BE IT HEREBY RESOLVED BY THE COUNTY COUNCIL OF CECIL COUNTY,**
21 **MARYLAND**, that the County Executive is authorized to enter into a five (5) year contract with
22 Windstream in the monthly amount of \$623.92 (or less) to provide internet services to the Stemmers
23 Run office of the Cecil County Department of Public Works, located at 45 Stemmers Run Road,
24 Earleville, Maryland.

25 **AND BE IT FURTHER RESOLVED BY THE COUNTY COUNCIL OF CECIL COUNTY, MARYLAND**, that
26 this Resolution shall take effect on the date of its passage by the County Council of Cecil County,
27 Maryland.

INTRODUCED: May 7, 2019

ADOPTED: May 21, 2019

RESOLUTION NO. 33-2019
Approval – Internet Services – Windstream – Multiple Year Contract



President of the Council

ATTEST:



Council Manager

WINDSTREAM ENTERPRISE

PROPOSAL

Resolution No. 33-2019
 Approval-Internet Service
 Windstream-Multiple Year
 Contract
 Exhibit 1

Customer Name			
Customer Name	CECIL COUNTY - Stemmers Run, #208593607	Proposal / Quote ID	1793342
Install Street Address	45 STEMMERS RUN RD	City, State, Zip, Country	EARLEVILLE, MD, 21919-2122, USA
Opportunity ID	1969854	Service Order Type	Upsell
Contract Term	60 g	Effective Date	03/13/2019

Bundled Services	Total Qty	Price/Unit	Total Price
Internet Service Bundle			
Internet Service	-	--	Included
Ethernet Access(20 Mb)	1	--	Included
Managed Router - Advanced	--	--	Included
Managed Router Equipment	--	--	Included
Total Services			\$603.92

	Included	Total Qty	Price/Unit	Total Price
Internet				
Additional Equipment 1	--	1	\$0.00	\$0.00
	--	1	\$0.00	\$0.00
Kit 1	--	1	\$0.00	\$0.00
IP Addresses Block of 8 Charge	--	1	\$20.00	\$20.00
Total Features				\$20.00

Promotion	Credit Amount	Duration of Credit
Product		
Miscellaneous Monthly Credit	-4,600.00	1

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Local Loop Install Charge	--	1	\$0.00	\$0.00
Internet				
Data Installation Charge	--	1	\$0.00	\$0.00
Managed Router - Advanced Installation Charge	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

* Rates are subject to change on 30 days notice via bill message on customer's invoice.

** Additional charges apply for all local, long distance and 8XX features, network access charge, router maintenance, CPE maintenance and directory listings. For the current features pricing, go to <https://www.windstream.com/about/legal/Fee-and-Surcharge-Guide>

*** Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

Total Solution	Total Price
Total Monthly Recurring Charges	\$623.92
Total Non-Recurring Charges	\$0.00
Minimum Monthly Fee	\$547.25

?

WINDSTREAM ENTERPRISE

PROPOSAL SUMMARY

Service Location Listing - Monthly Recurring Charges

Primary Billing Account CECIL COUNTY - Stemmers Run, #208593607
Quote # 1793342
Company Representative Samuel Ableman Rep ID e0161859
Effective Date 03/13/2019
MMF \$547.25 ?

Location Name & Service Address	Access	Data	Value Added Services	Total
CECIL COUNTY - Stemmers Run 45 STEMMERS RUN RD, EARLEVILLE, MD 21919-2122	\$450.00	\$173.92	\$0.00	\$623.92
Total	\$450.00	\$173.92	\$0.00	\$623.92



Amendment to Agreement
(Existing Service Location)

This Amendment ("AMENDMENT") is made as of this 13th day of March, 2019 to the Service Agreement bearing an Effective Date of _____ (the "Agreement"), by and between CECIL COUNTY - Stemmers Run ("Customer") and the Windstream legal entit(ies) providing the Services to Customer, as identified on Customer's bill ("Windstream").

A. Windstream and Customer hereby agree to amend the Agreement to: [check all that apply].

i. **Reconfigure services at the existing Service location, as follows:**

change channel assignments between voice/data [describe change and associated charges]:

change facility from one type to another (e.g., Techpath to PRI) [describe change and associated charges]:

change router equipment from one type to another [describe change and associated charges]:

ii. **Add an additional facility at the existing Service location (describe):**

iii. **Add a new Service to existing location (describe):**

iv. **Modify the Term of the Agreement to end as of** *from 3 year term to 5 year term*

v. **Relocate the Service location from _____ to _____**
There will be a one time non-recurring charge to Customer to relocate the facility(ies) and/or service(s) in connection with this relocation in the amount of \$ _____

B. Attachment A to this Amendment, Quote # 1793342 which is incorporated by reference, sets forth the rates and other terms and conditions to apply to the additional facilities and/or Services ordered hereunder.

C. Except as modified by this Amendment, the terms and conditions set forth in the Agreement remain unchanged.

D. **This document may only be used for moves, adds, or changes. Under no circumstances, may Customer receive a credit of any kind through execution of this document.**

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their duly authorized representative, to be effective as of the date first above written.

<p>_____</p> <p>BY: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>	<p style="text-align: center;">WINDSTREAM</p> <p>_____</p> <p>BY: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>
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Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

CUSTOMER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

WINDSTREAM

Signature: _____

Printed Name: _____

Title: _____

Date: _____

This offer is voidable by Windstream if not signed and returned to Windstream by 27th day of April, 2019 .