

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: April 10, 2018

Consent Regular
 Public Hearing Workshop

Department:

Submitted by: Information Systems Services

Submitted for: Information Systems Services & Public Safety 911

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- (A) Addendum Agreement FL17-1861-03 to Pricing Schedule Agreement, FL10-1778-00 for AT&T Switched Ethernet Service, R-2010-0666 required to provide improved service offerings from AT&T to allow for the continued upgrade of the County's NG911 network; and,
- (B) Special Service Arrangement Agreement (SSA) FL17-1424-04 with AT&T for enhanced E911 transport equipment to allow for the continued upgrade of the County's NG911 network

Summary: These agreements will allow County Public Safety, 911 Division, to continue to modernize and enhance the E911 network to serve the citizens of Palm Beach County. The Addendum Agreement (FL17-1861-03) will allow the County to move certain E911 circuits to AT&T due to the elimination of this circuit offering by the current provider, State of Florida MyFloridaNetwork (MFN). The Special Service Arrangement Agreement (FY17-1424-04) will allow the County to complete the service re-engineering plan for the E911 network under a single service provider. Together, these agreements and the service reconfiguration could potentially save over \$500,000 per year in 911 service costs. The continued implementation of the NG911 network developed and administered by the Public Safety and Information Systems Services Departments will rely on the provisions and capabilities provided in these agreements. These agreements will be appended to the existing AT&T Master Agreement, #201004050310UA, approved by the Board of County Commissioners on April 10, 2010 (R2010-0666). Countywide (DCB)

Background and Justification: The County's NG911 network is a high speed fiber optic network which provides transport of the County's 911 communications traffic and represents a multi-year effort by Public Safety and ISS to upgrade and modernize 911 emergency communications services to all Palm Beach County citizens. Implementation of this new system requires the utilization of new communications technologies and equipment. Approval of these agreements does not obligate the County to purchase any particular dollar amount of these services, but will establish the procurement vehicle to obtain these services, as needed. The term of Addendum Agreement is 12 months; the term of the SSA is 36 months.

Attachments:

1. Amendment to Pricing Schedule of AT&T Switched Ethernet Service , FL17-1861-03 (3 originals)
2. Single Signature Document for AT&T Pricing Schedule FL10-1778-00
3. AT&T Special Service Arrangement Agreement, FL17-1424-04 (3 originals)
4. AT&T Master Agreement, #201004050310UA, (R-2010-0666)

Recommended by:	<i>Steve Bordelon</i>	4-4-18
	Department Director	Date
Approved by:	<i>Verdiana C. Baker</i>	4/6/18
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Capital Expenditures	\$0	\$0	\$0	\$0	\$0
Operating Costs	<u>\$(170,665)</u>	<u>\$(512,000)</u>	<u>\$(512,000)</u>	<u>\$(512,000)</u>	<u>\$(512,000)</u>
External Revenues	0	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Inc (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$(170,665)</u>	<u>\$(512,000)</u>	<u>\$(512,000)</u>	<u>\$(512,000)</u>	<u>\$(512,000)</u>
# Additional FTE Positions (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Current Budget Yes X No
 Does this item include the use of Federal Funds? NO
 Budget Acct Number(s): Fund 1434 Dept. 660 Unit 9250 Object 4101

B. Recommended Sources of Funds / Summary of Fiscal Impact

This fiscal projection assumes that these changes take effect June 1, 2018.
Numbers above reflect estimated savings,

C. Department Fiscal Review: *Pat Chasal 3/20/18*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. & Control Comments:

Lisa Pom 3/26/18 OFMB *AR 3/23 3/22* *Dr. J. Jacobson 3/29/18*
 Contract Administration *3/29/18*

B. Legal Sufficiency:

[Signature] *4/5/18*
 Assistant County Attorney

C. Other Department Review:

 Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT

20180403-3270



FL17-1861-03

Addendum Agreement

Case Number FL17-1861-03

CUSTOMER ("Customer")	AT&T ("AT&T")
<p>Palm Beach County Street Address: 20 S. Military Trail City: West Palm Beach State: FL Zip Code: 33415-</p> <p>Billing Address Street Address: 20 S. Military Trail City: West Palm Beach State: FL Zip Code: 33415-</p>	<p>For purposes of this Addendum, AT&T means the Service Provider specifically identified herein.</p>
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and for Contract Notices
<p>Name: Chuck Spalding Title: Telephone: 561-267-8271 Fax: - - Email: cspalding@pbcgov.org Street Address: 20 S. Military Trail City: West Palm Beach State: FL Zip Code: 33415-</p>	<p>Name: Lizmary Whyte Title: Client Solutions Executive 4 Telephone: 561-568-3964 Fax: - - Email: lw8703@att.com Attention: Assistant Vice President Street Address: 2180 Lake Blvd., 7th Floor City: Atlanta State: GA Zip Code: 30319</p> <p><u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com</p>

THE UNDERSIGNED PARTIES, AT&T Florida, ("Company") and Palm Beach County ("Customer" or "Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Special Service Arrangement (SSA) Agreement FL10-1778-00 . This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate law fully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 6/30/2018.

This Agreement signed by AT&T first, is effective upon Customer's signature provided that such fully signed Agreement is returned to AT&T not more than forty-five (45) days after AT&T's signature date. Any change made to this document renders the Agreement null and void, except for changes expressly authorized by the terms of this Agreement.

Accepted by:

Subscriber:
 Palm Beach County

By: _____
 Authorized Signature



Addendum Agreement

Case Number FL17-1861-03

Printed Name: Melissa McKinlay

Title: Mayor

Date: _____

Company:
AT&T Florida

By: Debra Ann Szabo
Authorized Signature

Printed Name: Debra Ann Szabo

Title: Sr. Solution Architect

Date: 4/4/18 jx507m

APPROVED AS TO TERMS AND CONDITIONS
BY Steve Bordelon
ISS DIRECTOR

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**
[Signature]
County Attorney



Addendum Agreement

Case Number FL17-1861-03
Option 1 of 1

Service description:

SERVICE: This Addendum adds additional rate elements to the existing E911 Public Safety Answering Point (PSAP) equipment and software.

TERM: This Addendum provides for a twelve (12) month service period from the acceptance of this Addendum by the Company.

RENEWAL: Customer may exercise one (1) one-year renewal option with sixty (60) day notice and renewal is accepted by both parties.

All terms and conditions of Special Service Arrangement FL10-1778-00 apply to this Addendum unless modified herein

Upon mutual agreement of the parties, Customer may renew this Agreement to provide for an upgrade of the E911 equipment/service. An Upgrade is defined as a replacement of existing equipment to available newer technology at the time of the request.



Addendum Agreement

Case Number FL17-1861-03
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	ESINet Networking	\$.00	\$11,398.00	WXXE1



Addendum Agreement

Case Number FL17-1861-03
Option 1 of 1

RATES AND CHARGES

NOTES:

The 'NOTES' Section of the 'RATES AND CHARGES' pages of the existing Special Service Arrangement is replaced in its entirety with the following:

1. The Customer must subscribe to additional elements set forth in this Agreement within the first twelve (12) months of acceptance of the Agreement. The addition of elements after the initial twelve (12) month period will require a new Special Service Arrangement.
2. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.
3. This Agreement does not cover the following:
 - damages caused by disasters such as fire, flood, wind, lightning, or earthquake.
 - damages caused by unauthorized disconnects or de-powering of the equipment.
 - damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
 - damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.
 - damage during shipment other than original shipment to the Customer.
 - damage caused by consumables or spilled liquids, impact with other objects.
 - damage caused by any other abuse, misuse, mishandling, misapplication.
 - damage caused by software viruses, however introduced. This Agreement does not include hardware or software replacement that may be required by the introduction of software viruses or lost data regardless of the cause. Company or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

Except as provided in Note 4 below, in addition, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

4. Hardware not provided by the Company will not be repaired, replaced or maintained by the Company even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the Company before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.
5. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T agreements.



Addendum Agreement

Case Number FL17-1861-03
Option 1 of 1

6. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

7. In the event that all or any part of this Agreement is terminated at the Customer's request prior to the expiration of the Agreement term, the Customer will be required to pay the applicable termination charge as stated in this Agreement. The Agreement provisions concerning termination liability shall be inapplicable to any state, county, parish, or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

1. a statute;
2. an ordinance;
3. a policy directive; or
4. a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Absent any official statute, ordinance, policy directive, or constitutional provision, the Customer shall be responsible for the termination charge.

There are no other additions, deletions or changes to the above referenced Special Service Arrangement included in this Addendum. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force and in effect.

All trademarks or service marks contained herein are the property of the respective owners.

END OF ARRANGEMENT AGREEMENT OPTION 1

**Attachment #2 to Master Agreement #201004050310UA
Single Signature Document**

By the Parties' execution of the Master Services Agreement #201004050310UA and this Single Signature document (Attachment #2 to the Master Services Agreement), the following list of agreement documents are contemporaneously executed between the applicable AT&T affiliate as named in the agreements below and Palm Beach County.

<u>Document name</u>	<u>Service</u>
Attachment #1 to Master Agreement #201004050310UA	MyFloridaNet Orders
AT&T Pricing Schedule FL10-1778-00	Call Routing and Database
AT&T Managed Internet Service Pricing Schedule CSM 100319113551	MIS internet/Firewall/IDS
AT&T Hosting & Application Services Pricing Schedule 20100317CM37429	IDC Hosting Orlando
AT&T Pricing Schedule FL 10-1720-00	PRIs at xSR
Pricing Schedule for AT&T Interstate Broadband Services on Custom Terms Pursuant to the AT&T Interstate Guidebook FL 10-1405-01	SMARTRing
AT&T Structured Cabling Services Pricing Schedule ECATS 20100414-0295	Electrical and conduit

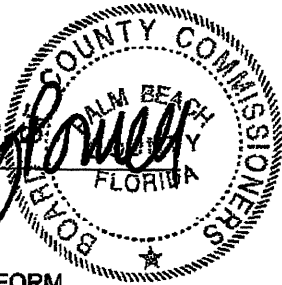
IN WITNESS WHEREOF, THE Board of County Commissioners of Palm Beach County, Florida and the CONTRACTOR have executed this Contract on the day and year above written.

R 2010 06 66 APR 20 2010

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

By: [Signature]
Deputy Clerk



By: [Signature]
Burt Aaronson, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Director, Public Safety Dept.

WITNESSES:

[Signature]
Signature

Cassandra L. Neal
Name (type or print)

[Signature]
Signature

Donna Bryant-Johnson
Name (type or print)

CONTRACTOR:

AT & T Corp.

[Signature]
Signature

Sandy Markiewicz

Exec. Dir. Customer Contract

04/19/10



Special Service Arrangement Agreement

FL17-1424-04

Case Number FL17-1424-04

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between AT&T Florida, ("Company") and Palm Beach County ("Customer" or "Subscriber"). This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved Guidebooks which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional Guidebook services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any Guidebook services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved General Services Guidebooks, including but not limited to Section A2 of the General Exchange Guidebook and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said Guidebook/Tariff as may be made from time to time. All appropriate Guidebook/Tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein and except as otherwise provided in Section 13 below, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved Guidebook/Tariff, the Guidebook/Tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement or a Service provided pursuant to this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the Guidebook/Tariff or stated elsewhere in this



Special Service Arrangement Agreement

Case Number FL17-1424-04

Agreement, termination charges are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Florida.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

AT&T Florida
Assistant Vice President
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

Subscriber

Palm Beach County
20 S. Military Trail
West Palm Beach, FL 33415-

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate Guidebook/Tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. Customer and Company acknowledge and agree that to the extent the Service provided under this Agreement is deregulated or de-tariffed by operation of law, regulation, or otherwise, all references in this Agreement to "BellSouth Exchange Guidebook", "BellSouth Guidebooks", "BellSouth's lawfully filed Guidebook", or any other reference to BellSouth's Guidebook on file with the Public Service Commissioner(s) of the applicable



state or states shall be deemed reference to the terms set forth in this Agreement, as well as the Service Descriptions and Price Lists and the BellSouth Service Agreement, all of which can be found at the link found at www.att.com/servicepublications, all incorporated herein by reference as if fully included herein. Customer agrees such deregulated or de-tariffed Service shall be provided in accordance with the terms and conditions set forth in this Agreement, the Service Descriptions and Price Lists for each applicable state or states and the BellSouth Service Agreement found at the link above. To the extent there exist any discrepancies or inconsistencies between the terms set forth in the body of this Agreement and those incorporated by reference, the terms and conditions set forth in the body of this Agreement shall govern.

14. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions including all terms set forth in the Service Descriptions and Price Lists found at www.att.com/servicepublications, as applicable. Customer further agrees that this Agreement and any attachments hereto, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties. The undersigned warrant and represent that they have the authority to bind Customer and Company to this Agreement.



Special Service Arrangement Agreement

Case Number FL17-1424-04
Option 1 of 1

Offer Expiration: This offer shall expire on: 8/3/2018.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement provides for the E911 Public Safety Answering Point (PSAP) equipment and software.

This Agreement is for thirty-six (36) months. The service interval will be negotiated.

Upon mutual agreement of the parties, Customer may renew this Agreement to provide for an upgrade of the E911 equipment/service. An Upgrade is defined as a replacement of existing equipment to available newer technology at the time of the request.



Special Service Arrangement Agreement

Case Number FL17-1424-04
Option 1 of 1

This Agreement signed by AT&T first, is effective upon Customer signature provided that such fully signed Agreement is returned to AT&T not more than forty-five (45) days after AT&T's signature date. Any change made to this document renders the Agreement null and void, except for changes expressly authorized by the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Palm Beach County

By: _____
Authorized Signature

Printed Name: Melissa McKinlay

Title: Mayor

Date: _____

Company:
AT&T Florida

By: Debra Ann Szabo
Authorized Signature

Printed Name: Debra Ann Szabo

Title: S.R. Solution Architect

Date: 4/4/2018 jx507m

APPROVED AS TO TERMS AND CONDITIONS

BY Steve Bordelon

ISS DIRECTOR

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

[Signature]
County



Special Service Arrangement Agreement

Case Number FL17-1424-04
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Infrastructure Capilization Charge- Professional Services	\$100.00	\$.00	WXX29
2	Infrastructure Capilization Charge- Professional Services	\$.00	\$100.00	WXX2A
3	Large Router Dual Circuit-Eqt per Router	\$.00	\$684.25	WXXB1
4	Large Router Dual Circuit-Monitoring Router	\$.00	\$211.75	WXXB2
5	Small Router Dual Circuit-Eqt per Router	\$.00	\$146.93	WXXB3
6	Small Router Dual Circuit-Monitoring Router	\$.00	\$90.07	WXXB4
7	Small Router Single Circuit-Eqt per Router	\$.00	\$108.17	WXXB5
8	Small Router Single Circuit-Monitoring Router	\$.00	\$87.00	WXXB6



Special Service Arrangement Agreement

Case Number FL17-1424-04
Option 1 of 1

RATES AND CHARGES

9	LTE Card-Per Card	\$.00	\$33.50	WXXB7
10	Infrastructure Capilization Charge-Equipment	\$100.00	\$.00	WXXB8
11	Infrastructure Capilization Charge-Equipment	\$.00	\$100.00	WXXB9



Special Service Arrangement Agreement

Case Number FL17-1424-04
Option 1 of 1

RATES AND CHARGES

NOTES:

1. A termination liability charge will be applicable if the Customer terminates all or any part of the service provided in this Agreement prior to the end of the sixty (60) month service period. The applicable charge is equal to the number of months remaining in the Agreement term multiplied by sixty percent (60%) of the monthly rates.
2. The Customer must subscribe to additional elements set forth in this Agreement within the first twelve (12) months of acceptance of the Agreement. The addition of elements after the initial twelve (12) month period will require a new Special Service Arrangement.
3. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.
4. This Agreement does not cover the following:
 - damages caused by disasters such as fire, flood, wind, lightning, or earthquake.
 - damages caused by unauthorized disconnects or de-powering of the equipment.
 - damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
 - damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.
 - damage during shipment other than original shipment to the Customer.
 - damage caused by consumables or spilled liquids, impact with other objects.
 - damage caused by any other abuse, misuse, mishandling, misapplication.
 - damage caused by software viruses, however introduced. This Agreement does not include hardware or software replacement that may be required by the introduction of software viruses or lost data regardless of the cause. Company or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

Except as provided in Note 5 below, in addition, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

5. Hardware not provided by the Company will not be repaired, replaced or maintained by the Company even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the Company before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.
6. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T agreements.



Special Service Arrangement Agreement

Case Number FL17-1424-04
Option 1 of 1

7. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

In the event that all or any part of this Agreement is terminated at the Customer's request prior to the expiration of the Agreement term, the Customer will be required to pay the applicable termination charge as stated in this Agreement. The Agreement provisions concerning termination liability shall be inapplicable to any state, county, parish, or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

1. a statute;
2. an ordinance;
3. a policy directive; or
4. a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Absent any official statute, ordinance, policy directive, or constitutional provision, the Customer shall be responsible for the termination charge.

All trademarks or service marks contained herein are the property of the respective owners.

END OF ARRANGEMENT AGREEMENT OPTION 1

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures					
Operating Costs	\$4,505,261	\$2,357,350	\$2,357,350	\$2,357,350	\$2,357,350
External Revenues	(\$4,505,261)	(\$2,357,350)	(\$2,357,350)	(\$2,357,350)	(\$2,357,350)
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

see below

Is Item Included In Current Budget? Yes X No _____

Budget Account Exp No: Fund see below Department ___ Unit ___ Object ___
 Rev No: Fund ___ Department ___ Unit ___ Object ___

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The contracts and the new 9-1-1 phone system are funded entirely with the State of Florida E911 Board grant and revenue generated from the 9-1-1 system. Future funding for the AT&T project will be from revenue generated from the 9-1-1 system.

AT&T Contract: 1424-660-var-var 1,125,389
 1433-660-var-var 1,680,441
 1434-660-9250-var 11,786,750
 1435-662-var-var 1,699,431
 \$16,292,011

Kimball & Associates Contract: 1434-660-9250-var \$429,310

Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature]

 OFMB

*No Fiscal Impact
 NO inspector general fees
 in each contract
 J. Jacob 4/19/10
 Contract Administration*

B. Legal Sufficiency:

[Signature]

 Assistant County Attorney
*Inspector General Fee not required.
 Insurance is being reviewed by Risk Management*

Both contracts require insurance certificates within 48 hours after county requests them. The AT&T contract requires a Bond. The AT&T contract was not extracted at time of our review.

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

(continued from page 1)

Background and Justification: In May 2008, the Board of County Commissioners approved the grant award of \$6,562,743 with a required county grant match of \$4,250,208 out of existing non ad-valorem 911 funds in support of the implementation of the County's initiative NG 911 system composed of three components, namely Customer Premise Equipment CPE, Network, and 911 Call Routing and Automatic Number Identification, Automatic Location Information database management system (ANI/ALI DBMS). These funds are available to fund contracts related to the new 911 system. The AT&T contract will be funded by the grant (\$1,699,431) and revenue generated from the 911 system fund (\$14,592,580). The Kimball Contract is entirely funded by the 911 system fund (\$429,310).

In June 2009, request for proposals via the County procurement process were issued for the NG 911 system. In December 2009, AT&T and Intrado/Positron were selected. The Purchasing Department supports the decision for Kimball as a sole source contract. Staff is respectfully seeking the Board of County Commissioners approval of the above-referenced contracts (AT&T and Kimball) to begin the implementation phase. The contract with AT&T would facilitate the installation of the necessary network system. The contract with Kimball would provide the County with the support, project management and oversight necessary for a successful implementation of the NG 911 Project initiative. The contract with Intrado/Positron will be forthcoming in the near future once the contract terms are finalized.

Attachment 1 is an executive summary of the County's initiative with the NG 911 project from start to present.