

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: January 15, 2019	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of 911 Program Services

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I. EXECUTIVE BRIEF

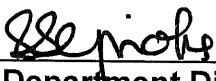
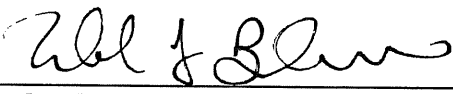
Motion and Title: Staff recommends motion to receive and file: the executed Special Service Arrangement Agreement (FL16-2311-05) for the purchase and installation of E911 equipment, software, and maintenance with AT&T for the period July 31, 2017 through July 30, 2022.

Summary: This agreement was necessary to upgrade Next Generation 911 (NG911) call taking equipment at PBSO and to allow future integration into the County's 911 network. The equipment is now compatible with Text-to-911 services that allows 911 call takers to receive text messages along with phones calls. This agreement will also allow for additional NG911 call taking workstations to be added and equipment for future growth as the situation may dictate due to increased call volume in an increasing population in the County. There were provisions added to this agreement so that equipment and software upgrades can be purchased as new technologies become available. The fiscal impact will depend on actual purchases of equipment, software and monthly maintenance based on the established rates and charges. The County's Purchasing Department Director executed this agreement pursuant to Palm Beach County Purchasing Policy and Procedures CW-L-008. Due to a staff oversight, the receive and file item was not submitted within the proper time limit. (Countywide) LDC

Background and Justification: Airbus DS Communications is an established leader in mission critical communication technology. They are the sole manufacturer of the Vesta 9-1-1 solution. AT&T provides Palm Beach County with 9-1-1 voice, data and call taking equipment and is the source of supply available for the maintenance and overall care of the Vesta 9-1-1 system. This enhancement was necessary to allow newer Next Generation 9-1-1 (NG911) technologies (such as Text to 9-1-1) to access the system.

- Attachments:**
- 1) Special Service Arrangement Agreement FL16-2311-05 with AT&T

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Recommended by:	<u></u>	<u>12/20/18</u>
	Department Director	Date
Approved By:	<u></u>	<u>1/4/19</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Personal Services	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Capital Expenditures	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	_____*	_____	_____	_____	_____

ADDITIONAL FTE

POSITIONS (Cumulative) _____ 0 _____ 0 _____ 0 _____ 0 _____ 0

Is Item Included In Current Budget? Yes X No _____

Does this item include the use of federal funds? Yes _____ No X

Budget Account Exp No: Fund 1434 Dept. 660 Unit 9250 Obj. varies

Rev No: Fund 1434 Dept. 660 Unit 9150 Rev. varies

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

Fund: 1434- Emergency Communications Number "E-911" FS365.172

Unit: 9250- E911 County

*The fiscal impact is indeterminable as the agreement establishes the rate and charges of the equipment, software, and maintenance. The costs are based on what is actually ordered. Expenses are funded by the State E911 fee revenue.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

Daleen Rawn 12/27/18 OFMB EB 1434 8/12/21 Dr. S. Jarold Contract Dev. And Control 1/3/19

B. Legal Sufficiency:

[Signature]
Assistant County Attorney

C. Other Department Review:

Department Director

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



Special Service Arrangement Agreement

 FL16-2311-05
 Case Number FL16-2311-05

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

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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.

7.1 Notwithstanding any other provision in this Agreement, if Customer is a government agency dependent entirely on government funding, by executing this Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to use reasonable efforts to obtain all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the applicable Minimum Payment Period. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, Customer may terminate the Services without liability for the Termination Charges set forth in section 8 (Suspension and Termination) upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services under this section. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Agreement under this section, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Minimum Payment Period for such Service(s).

8. This Agreement shall be construed in accordance with the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof. No provision of this Agreement is intended to, or shall, be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Company.

8.1 County asserts it is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Company. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfil contractual obligations with the County, nor is the Company authorized to use the County's Tax Exemption Number in securing such materials.

8. 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,

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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-

With a copy to: County Attorney's Office
301 N. Olive Ave, Suite 601
West Palm Beach, FL 33401

9. 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.
10. 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.
11. 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.
12. 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



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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.

13. 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.

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Special Service Arrangement Agreement

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Offer Expiration: This offer shall expire on: 9/4/2017.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement provides a one-time charge for purchase and installation of E911 Public Safety Answering Point (PSAP) equipment and software. The monthly rate for maintenance is also provided.

This Agreement is for sixty (60) months. The service interval will be negotiated.

Upon mutual written agreement of executed by both 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.

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.

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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: *Kathleen M. Scarlett*
Authorized Signature

Printed Name: Kathleen M. Scarlett

Title: Director, Purchasing Department

Date: 9/31/17

Company:
AT&T Florida

By: *Cheryl Wankowski*
Authorized Signature

Printed Name: Cheryl Wankowski

Title: Senior Customer Contracts

Date: 7-18-17 kg898b

APPROVED AS TO TERMS
AND CONDITIONS

Stephane Lemore
Signature

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
COUNTY ATTORNEY

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RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Infrastructure Capitalization Charge-Equipment	\$100.00	\$0.00	WEENW
2	Infrastructure Capitalization Charge-Professional Services	\$100.00	\$0.00	WEENY
3	TRAINING	\$55,482.00	\$0.00	WFFDU
4	INSTALLATION	\$126,169.00	\$0.00	WFFDV
5	Help Desk1	\$0.00	\$1,979.00	WTT2E
6	Hardware Mtce-Initial Contract1	\$0.00	\$1,463.00	WTT31
7	Software Mtce-Initial Contract1	\$0.00	\$1,853.00	WTT51
8	Hardware Maintenance	\$0.00	\$4.00	WUU16



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RATES AND CHARGES

9	Software Maintenance	\$.00	\$281.00	WUU17
10	Help Desk	\$.00	\$57.00	WUU18
11	Help Desk-upon System Acceptance	\$.00	\$2,817.15	WUU23
12	Software Maintenance-upon System Acceptance	\$.00	\$7,284.90	WUU24
13	Hardware Maintenance-upon System Acceptance	\$.00	\$2,175.00	WUU25
14	Software Maintenance per laptop-upon System Acceptance	\$.00	\$205.21	WUU2P
15	E911 equipment	\$68,572.00	\$.00	WXX2L
16	Software	\$178,705.00	\$.00	WXX2M



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RATES AND CHARGES

17	Infrastructure Capitalization Charge- Equipment	\$.00	\$25.00	WXX97
18	Infrastructure Capitalization Charge- Professional Services	\$.00	\$25.00	WXX98



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RATES AND CHARGES

NOTES:

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.

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. SPECIAL TERMS AND CONDITIONS FOR PSAP – LAN CONFIGURATIONS OR INSTALLATIONS

CUSTOMER WARRANTS TO AT&T AND ALL 911 EMERGENCY SERVICE USERS THAT THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER, OR PREVIOUSLY SUPPLIED BY AT&T, IS NOT CONNECTED AND WILL NOT BE CONNECTED TO ANY LOCAL AREA NETWORK ("LAN") OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CRIME INFORMATION CENTER NETWORK ("CIC") OR SIMILAR NETWORK; PROVIDED, HOWEVER, THAT CUSTOMER MAY CONNECT SAID EQUIPMENT AND/OR SERVICES TO THE CIC OR SIMILAR NETWORK IF AND ONLY IF SUCH CONNECTION IS EXPRESSLY APPROVED IN WRITING BY AT&T, WHICH APPROVAL SHALL BE IN AT&T'S SOLE DISCRETION. AT&T RELIES ON THIS REPRESENTATION BY CUSTOMER IN AGREEING TO INSTALL AND/OR MAINTAIN SAID EQUIPMENT AND ALL SERVICES THEREON.



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AT&T MAINTAINS A STRICT POLICY ("PSAP NETWORK SECURITY POLICY") THAT IT WILL INSTALL 911 EQUIPMENT ONLY IN A SECURE PSAP LAN, AND ONLY WHERE SUCH LANS ARE NOT CONNECTED TO ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL. AT&T WILL NOT INSTALL OR TERMINATE A PSAP LAN TO A FIREWALL. AT&T WILL IDENTIFY THE DEMARCATION POINT FOR THE PSAP LAN, BEYOND WHICH CUSTOMER AGREES THAT AT&T IS NOT RESPONSIBLE. IN THE EVENT CUSTOMER CONNECTS ITS PSAP LAN TO ANY OTHER COMPUTER NETWORK, CONTRARY TO AT&T'S EXPRESS PSAP NETWORK SECURITY POLICY (WHICH CUSTOMER ACKNOWLEDGES IT HAS RECEIVED AND READ), AND THE PSAP LAN IS INFECTED OR DAMAGED AS A RESULT OF SUCH ACTIONS, THEN ALL WARRANTIES, AND MAINTENANCE AND SERVICE PROVISIONS OF THIS AGREEMENT SHALL BE NULL AND VOID AND AT&T DISCLAIMS ANY LIABILITY WHATSOEVER RELATING TO ANY PSAP LAN WHICH CUSTOMER OR ITS AGENTS CONNECT TO ANY OTHER COMPUTER NETWORK CONTRARY TO THE PSAP NETWORK SECURITY POLICY.

UNDER SUCH CIRCUMSTANCES, AT&T WILL PROVIDE REPAIR SERVICES FOR THE PSAP LAN AT CUSTOMER'S REQUEST, WHICH WILL BE BILLED ON A TIME AND MATERIALS BASIS AT AT&T'S THEN-PREVAILING SERVICES RATES. CUSTOMER FURTHER AGREES TO INDEMNIFY AND HOLD AT&T HARMLESS FOR ANY DAMAGES TO OR CLAIMS BY ANY THIRD PARTY AGAINST AT&T WHICH ARISE IN WHOLE OR IN PART FROM CUSTOMER'S CONNECTION OF THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER TO ANY LAN OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CIG.

8. 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.

9. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense, will be kept confidential by the Company and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by lawful court order. All drawings, maps, sketches, programs, database, reports and other data developed, or purchased, under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspections and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421-2-440, as amended.

END OF ARRANGEMENT AGREEMENT OPTION 1

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10. Response Time Goals and Severity Levels

Table 1: Remote (Help Desk) and on-site Support Services Response -Time Goals by Severity Levels.

Severity Level	Definition	Remote Response Time Goal	On-site Response Time Goal*	Problem Correction
1 Product Failure or Loss of Service	Severity Level 1 problems involve a System failure and a major loss of functionality that renders the System Inoperable	15 minutes	2 hours	Contractor will provide the County with a program code correction, program code patch, or a procedure for the County to bypass or work around the defect in order to continue operations. If a bypass procedure is used, Contractor will continue defect resolution activity, on a high severity basis, until a program correction code or patch is provided to the County, which restores the system to full operation.
2 Severely Impaired functionality (more than 50%)	Severity Level 2 problems involve the failure or loss of functionality of non-critical functional components or features, while the System itself remains operable. Severity Level 2 involves a major impact such as a loss of 50% of call taking capacity or a loss of all of dispatch or the loss of a major functionality (e.g. no delivery of either AMI or ALI)	1 hour	2 hours	Contractor will provide the County a program code correction, program code patch, or a procedure for the County to bypass or work around the defect in order to continue operations. If a bypass procedure is used, Contractor will continue problem or defect resolution activity, on a high severity basis, until a program correction code or patch is provided to the County.
3 Non-Critical System Failure (Less than 50%)	This class of problem requires action from the Call Center within a short time. Severity Level 3 problems may cause performance degradation or system components to malfunction. Severity Level 3 may involve one position non-functioning,	8 hours	24 hours	Contractor will provide the County with a program code correction in a maintenance release.
4 Minor Issue	This class of problem is non-Services affecting and includes problems such as incorrect operation of a minor functionality or System component that is infrequently used, and problems that have feasible work-around available (e.g. Incorrect operation of a functionality of B11 without loss of all of dispatch). Core functionality is not affected.	Next Business Day	Next Business Day	Code correction may be provided in a future maintenance release or a commercially reasonable effort to provide a work around solution.
5 Inquiry	This is not a class of problem, but is an inquiry only.	2 business days	Does not apply	Does not apply

*On-site response time goal is based on the time from which Contractor determines an on-site technician is necessary

11. PUBLIC RECORDS, ACCESS AND AUDITS

The Company shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The County shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the Company's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Company: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2), F.S., the Company shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Company is specifically required to:



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Attachment 1

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records (County's Custodian) or County's representative/liaison, on behalf of the County's Custodian, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Company further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Company does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County.
- D. Upon completion of the Agreement, the Company shall transfer, at no cost to the County, all public records in possession of the Company unless notified by County's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the County to perform the service. If the Company transfers all public records to the County upon completion of the Agreement, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the Agreement, the Company shall meet all applicable requirements for retaining public records. All records stored electronically by the Company must be provided to County, upon request of the County's Custodian or the County's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Company to comply with the requirements of this section shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Company acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-8680.