

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</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 _____ No _____
 Does this item include the use of federal funds? Yes _____ No _____
 Budget Account Exp No: Fund xxxx Dept. xxx Unit xxxx Obj. xxxx Prog. xxxxx
 Rev No: Fund xxxx Dept. xxx Unit xxxx Rev. xxxx Prog. xxxxx

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

Grant:
Fund:
Unit:

*There is no additional fiscal impact as this is to credit the ATT account to reduce the outstanding balance due to zero.

C. Departmental Fiscal Review: Nypc Clark

III. REVIEW COMMENTS

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

 Loren M. Clark
 OFMB QA 6/14/21 LM 6/14

 Alicia J. Jacobson 6/18/21
 Contract Dev. And Control
 6-18-21 (R)

B. Legal Sufficiency:

 Jean-Adel Williams
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Background and Justification: continued from page one.

The new ASE design is an improvement using updated, current technology that provides greater reliability through diverse routing of dedicated circuits at a lower cost. When the SmartRing account was disconnected, we were still getting billed, although we were no longer using the service. The aggregate amount of \$218,107.98 included incorrect late charges and discontinued services over the life of the contract. After reviewing this with our AT&T representative, it was agreed that the remaining balance of \$218,107.98 should be credited so the account can be closed out.

RELEASE AND SETTLEMENT AGREEMENT

This Agreement is made as of the 13th day of January, 2021, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and (AT&T Corp), a (TYPE OF ENTITY) authorized to do business in the State of Florida, hereinafter referred to as AT&T, whose Federal I.D. is 13-4924710.

In consideration of the mutual promises contained herein, the COUNTY and AT&T agree as follows:

BACKGROUND

COUNTY subscribes to AT&T service under Account Number 561N220068068 (the **Account**);

COUNTY disputes the billing and payment of charges on the Account prior to 01/21/2020 (the **Dispute**); and

AT&T and COUNTY now wish to resolve the Dispute.

AGREEMENT

The Parties agree as follows:

1. AT&T Credit

AT&T will credit the Account \$218,107.98 plus any applicable taxes and regulatory surcharges, in full settlement of the Dispute.

2. Release

COUNTY knowingly and voluntarily releases AT&T from any further liability or claim regarding the Dispute. COUNTY acknowledges that this Agreement expressly gives up every right COUNTY has regarding the Dispute, other than the right to enforce this Agreement.

3. Entire Agreement

This Agreement is the Parties' complete agreement regarding the Dispute's resolution. There are no other agreements or promises not stated in this Agreement. This Agreement

supersedes the Parties' prior negotiations.

4. Ownership of Claim

Each Party represents that it owns the claims asserted here and has not assigned or transferred those claims to anyone else.

5. No Admission of Liability

The Parties enter into this Agreement to resolve the Dispute. Neither Party admits liability for claims the other Party has asserted.

6. Legal Counsel

Each Party acknowledges that it had the opportunity to consult an attorney. Before the Party executed this Agreement, the Party's attorney, if any, reviewed the Agreement and made any desired changes or recommendations.

7. Applicable Law

If this Agreement requires interpretation according to established law legal principles, the Parties agree to interpret this Agreement in accordance with Florida law in effect on the date by which both Parties signed the Agreement.

8. Confidentiality

Except as public records law or legal/accounting purposes may require, the Parties agree to keep the terms of this Agreement confidential and will not disclose such terms to others.

9. Miscellaneous

(a) If a Party delays or fails to exercise a right under this Agreement or fails to strictly enforce any breach or default, that failure does not waive the other Party's obligation to perform its obligations under this Agreement. Similarly, if a Party excuses a breach or default on one occasion, that does not excuse the other Party from performing that obligation in the future unless the excusing Party states that in writing.

(b) If a court rules that any provision of this Agreement is invalid or unenforceable, the remaining provisions of the Agreement will continue in full force.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AT&T has hereunto set its hand the day and year above written.

ATTEST:
Joseph Abruzzo
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Clerk

By: _____ Deputy
Mayor

AT&T:

Company Name
Heather Lenhart 02/11/2021

Signature
Heather Lenhart

Typed Name
Associate Director Billing Ops

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY (corp. seal)

By *Jean-Adel Williams* County Attorney

APPROVED AS TO
TERMS AND
CONDITIONS

By *Sepiche* Department Director