Agenda Item #: <u>3X - 7</u>

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA SUMMARY

Meeting Date:	July 13, 2021	[X] []	Consent Ordinance	[] []	Regular Public Hearing				
Department: Submitted By: Submitted For: ========	<u>Department of Public Safetγ</u> <u>Department of Public Safetγ</u> <u>Division of 911 Program Services</u>								

I. EXECUTIVE BRIEF

Motion and Title Staff recommends motion to: approve the Release and Settlement Agreement for a \$218,107.98 credit to Palm Beach County from AT&T.

Summary: The original contract with AT&T was approved by the Board of County Commissioners on April 20, 2010 (R2010-0666) to provide for the purchase, installation, and maintenance of network and call routing software and hardware related to the NG911 svstem. AT&T account 561N220068068 (SmartRing) was opened to create the connectivity of redundant circuits for the Palm Beach County (PBC) 911 Emergency Services IP Network (ESINet) and to provide connectivity among the Public Safety Answering Points (PSAPs) in case of failure of the primary circuits. In January, there was a change in the AT&T account providing this service, and account 561N220068068 was disconnected; however the account continued to get charged for the services. The disconnection was completed in phases to maintain continuity of operations during the transition to new circuits. The AT&T account billing is complex and reviewed on a monthly basis for accuracy. However, once the final transition was complete, the charges were reviewed again with the AT&T representative which took several months and found that the billing continued after disconnection. It was agreed that the outstanding balance of \$218,107.98 should be credited to Palm Beach County. This Release and Settlement Agreement will zero out the balance due and close out AT&T account 561N220068068. Countywide (JW)

Background and Justification: continued on page three

Attachments:

1) Release and Settlement Agreement

Recommended By:	Slephong	6/10/21						
	Department Director	Date						
Approved By:	LllAR Que	7/2/24						
	Assistant County Administrator	/ / Date						

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	2			0	0				
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 <u>xxxx</u> Dept. <u>xxx</u> Unit <u>xxxx</u> Obj. <u>xxxx</u> <u>Prog. xxxx</u> Rev No: Fund <u>xxxx</u> Dept. <u>xxx</u> Unit <u>xxxx</u> Rev. <u>xxxx</u> <u>Prog. xxxx</u>									

- 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: ______

III. REVIEW COMMENTS

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

OFMBOA 614-21

tract Dev

B. Legal Sufficiency:

del Will 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 <u>(AT&T Corp)</u>, a (TYPE OF <u>ENTITY</u>) 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

Page _____ of ____

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.

Page 2 of 3

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:

Clerk

By:_____ Deputy Mayor

AT&T:

By:_

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 <u>Sepich</u> Department Director

Page <u>3</u> of <u>3</u>