

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

Meeting Date: April 1, 2025 ☒ Consent ☐ Regular
☐ Public Hearing ☐ Workshop

Department: Information Systems Services
Submitted by: Information Systems Services
Submitted for: Public Safety

I. EXECUTIVE BRIEF



Motion and Title: Staff recommends motion to approve: AT&T NG9-1-1 Public Safety PSAP Solutions, CPE Purchase Pricing Schedule for a 60 month term with a one (1)-time cost of \$2,103,557.91 and a recurring annual cost of \$864,167.40.

Summary: The 911 call routing solution is designed for use in the nationwide transition and adoption of Next Generation 911 (NG 911) technology. Palm Beach County currently utilizes this technology, and approval of the Pricing Schedule will set pricing rates for a period of 60 months. This Pricing Schedule's Terms and Conditions will be an attachment to the current AT&T Master Agreement 158865UA (R2023-0958) dated July 11, 2023. The AT&T CPE Purchase Pricing Schedule will enable the County's Public Safety, 911 Division, to continue the modernization and enhancement of the call-takers ability to better serve the citizens of Palm Beach County. The funding for the modernization is available in the Public Safety Emergency Communications Number "E-911" FS365.172 Fund. Due to the specialized nature of the services being provided, the County has agreed to indemnify and hold AT&T harmless for any damages which arise from the County connecting the 911 equipment to any LAN or network outside of AT&T's control. Countywide (DB)

Background and Justification: Palm Beach County Public Safety's 911 Programs Services Division operates and maintains the County's 911 Network, providing Call Handling Equipment (CHE) to the Public Safety Answering Points (PSAPs) across Palm Beach County. This hardware refresh will replace CHE at the following locations: Palm Beach County Sheriff's Office (PBSO) Gun Club Headquarters, PBSO Eagle Communications Center, PBSO Courthouse PSAP, Palm Beach County Fire-Rescue (PBCFR) Alarm Office PSAP, and PBCFR Backup PSAP. The refresh will include the 911-system host equipment and PSAP CHE. This is necessary to maintain the equipment in proper working order and allow for the interoperability of new technologies.

Attachments:

1. AT&T NG9-1-1 Public Safety PSAP Solutions CPE Purchase Pricing Schedule

Recommended by:		3-11-25
	Chief Information Officer	Date
Approved by:		3/19/25
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	0	0	0	0	0
Operating Costs	2,535,642	864,168	864,168	864,168	864,168
External Revenues	0	0	0	0	0
Program Inc (County)	0	0	0	0	0
In-Kind Match(County)	0	0	0	0	0
NET FISCAL IMPACT	\$2,535,642	\$864,168	\$864,168	\$864,168	\$864,168
# 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
Does this item include the use of State Funds? Yes No X

Expense Budget Number: Fund 1434 Dept 660 Unit 9250 Object var.

B. Recommended Sources of Funds / Summary of Fiscal Impact

Funds above are available within the emergency communications Number "E-911" FS365.172 fund managed by Public Safety.

Assumes a start date of 4/1/2025, the FY2025 expense of \$2,535,642 is calculated as follows:

Monthly rate	Months	One time cost	Total
\$72,013.95	6	\$2,103,557.91	\$2,535,642

C. Department Fiscal Review.

III. REVIEW COMMENTS

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

Stephanie Sejnoha 3/5/2025
OFMB QA 3/5
mm 3/5

Heidi Smith 3/11/25
Contract Administration
267 3-5-25

B. Legal Sufficiency:

[Signature] 3/10/25
Assistant County Attorney

C: Other Department Review:

Stephanie Sejnoha
Digitally signed by Stephanie Sejnoha
Date: 2025.02.25 13:44:19 -05'00'

Department Director

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

Customer Legal Name ("Customer")	AT&T ("AT&T")
Palm Beach County	AT&T Enterprises, LLC
Customer Address	AT&T Address
Street Address: 301 N Olive Avenue City: West Palm Beach State/Province: FL Country: USA Domestic/International Zip Code: 33401	208 S. Akard St. Dallas, TX USA 75202
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Sales Contact
Name: Archie Satchell Title: Chief Information Officer, ISS Street Address: 301 N Olive Avenue City: West Palm Beach State/Province: FL Zip Code: 33401 Country: USA Telephone: (561) 355-3275 Fax: Email: asatchell@pbcgov.org Customer Account Number or Master Account Number: 158865UA	Name: Jennifer Downs Street Address: 2180 Lake Blvd 7th Floor City: Atlanta State/Province: AL Zip Code: 30319 Country: USA Telephone: 601-826-8116 Fax: Email: jd236u@att.com Sales/Branch Manager: Dustin Alexander SCVP Name: Jean-Claude Rizk Sales Strata: SLED Sales Region: South With a copy to: AT&T Enterprises, LLC 208 S. Akard St. Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Sales Contact	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Master Agreement between AT&T and the Customer referenced above as reference number 158865UA.

This Pricing Schedule consists of this Pricing Schedule and any Attachments hereto (e.g., Statement of Work ("SOW"); Scope of Work ("SCOW"); Inventory Schedule and Payment Terms; Bill of Material; Project Implementation Guide; Implementation Timeline; or Certificate of Acceptance) that currently, or may in the future, reference this Pricing Schedule. In the event of a conflict between this Pricing Schedule and any Attachments hereto, this Pricing Schedule shall take precedence. In the event of a conflict between this Pricing Schedule and the Master Agreement, the Master Agreement shall take precedence.

CUSTOMER	AT&T
By: _____ (by its authorized representative)	By: <u>eSigned - Marianna Armstrong</u> (by its authorized representative)
(Typed or Printed Name)	(Typed or Printed Name)
(Title)	(Title) Contractor Contract Specialist as signer for AT&T
(Date)	(Date) 17 Dec 2024

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
gr2671

ATTUID: jd236u@att.com Public Safety CPE NG911 Pricing Schedule	AT&T and Customer Confidential Information Page 1 of 10	ROME Opportunity ID: 1-OTN8RQQ Updated 12/17/2024 COUNCIL ATTORNEY
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GENERAL TERMS APPLICABLE TO AT&T PUBLIC SAFETY EQUIPMENT RESALE AND RELATED SERVICES

1. SERVICES AND PURCHASED EQUIPMENT

- “Purchased Equipment” – means equipment (including Software) sold and Software separately sold by AT&T to Customer pursuant to this Pricing Schedule. “Purchased Equipment” includes replacement hardware and Software provided in connection with AT&T-Provided Maintenance and Warranty Services.
- “Software” – means software purchased separately or software included with the equipment purchased, pursuant to this Pricing Schedule.
- “Services” – per applicable Riders and Sub-Riders.

2. QUOTE

AT&T may provide a quote for the price of Purchased Equipment or Services to Customer (“Quote”) or include such information in a Statement of Work (“SOW”). Such Quote will expire thirty (30) days after the date of the Quote unless a different time period for expiration is stated in the Quote. All such pricing is applicable only to the project or purchase specified in such Quote unless stated otherwise in the SOW or Sub-Rider.

3. ORDERS

- a) Order means an order for Purchased Equipment or Services, including Statements of Work and requests to change an Order, that Customer submits to AT&T in writing (or other method specifically authorized by AT&T). AT&T reserves the right not to accept any Order. Except for information required by AT&T to fulfill the Order, no terms and conditions, or other language contained in any Customer-supplied document or purchase order shall apply.
- b) Telephone Orders may be accepted for moves, adds, or changes to Purchased Equipment that do not require design engineering support from AT&T or the supplier and can be ordered off the shelf without being configured or designed with other components.

4. TAX EXEMPTION

Customer must present a tax exemption certificate to AT&T, valid in the place of delivery, prior to or with an Order to receive exemption status.

5. TERMINATION

- a) Either party may terminate this Pricing Schedule upon thirty (30) days’ prior written notice, except that all work under any outstanding Orders will be completed unless one party notifies the other otherwise in writing.
- b) Customer may terminate an Order on five (5) days prior written notice. AT&T may recover all amounts owing under the Order for any time, materials and expenses incurred through to the effective date of termination, and any third-party charges resulting from the termination.

6. PURCHASED EQUIPMENT WARRANTY AND LIMITATION ON USE

- a) AT&T shall pass through to Customer any warranties available from Purchased Equipment manufacturers or licensors. The manufacturer or licensor and not AT&T is responsible for any such warranties.
- b) Except as set out in Section 7(a), ALL PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN “AS IS” BASIS. AT&T DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING). These disclaimers shall apply even if the express warranties from equipment manufacturers or licensors fail of their essential purpose.

7. MAINTENANCE CHARGES

AT&T may invoice maintenance charges in full in advance of the term for AT&T-Provided and Manufacturer-Provided maintenance services. Such maintenance charges are non-refundable.

ATTUID: _jd236u@stt.com_ Public Safety CPE NG911 Pricing Schedule	AT&T and Customer Confidential Information Page 2 of 10	ROME Opportunity ID : 1-OTN8RQQ Updated: 12/17/2024
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AT&T NG9-1-1 Public Safety PSAP Solutions
CPE Purchase Pricing Schedule

Rider A – Purchased Equipment

1. AVAILABILITY AND DELIVERY SCHEDULE

AT&T's delivery of Purchased Equipment is contingent upon the availability and the delivery schedule of the manufacturer or supplier. AT&T cannot guarantee availability or firm delivery dates. Purchased Equipment is deemed accepted by Customer upon passage of title and risk of loss.

2. TITLE AND RISK OF LOSS

Title to and risk of loss of Purchased Equipment passes to Customer on delivery by manufacturer or supplier to a carrier for shipment; provided that if AT&T also provides Services (other than Warranty Services or Maintenance Services) in connection with the Purchased Equipment, title and risk of loss passes to Customer on delivery to Customer.

3. SHIPPING AND STORAGE

- a) Shipping Charges.
 - i. Standard Fee for AT&T-provided shipping: One percent (1%) of the total purchase price for the Purchased Equipment (other than Software) shipped.
 - ii. Customer may request in an Order to be invoiced by the carrier of its choice by providing AT&T the identification of the shipper, Customer's account information, and method of shipment.
 - iii. If Customer requires overnight shipping, Customer should make such a request in writing and AT&T will quote the pricing associated with such delivery on a case-by-case basis.
- b) Storage Charges. Any storage charges for Purchased Equipment following transfer of title and risk of loss are the sole responsibility of Customer and are not included in shipping charges.

4. INVOICING; CREDIT TERMS

AT&T may invoice Customer for Purchased Equipment upon delivery to the carrier. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

5. PURCHASED EQUIPMENT RETURNS

- (a) Warranty Returns. If Purchased Equipment requires return during its respective warranty period, and the manufacturer or supplier determines such Purchased Equipment qualifies for a return, AT&T will obtain a Return Material Authorization ("RMA") and instructions from the manufacturer or supplier. Upon AT&T providing the RMA to Customer, Customer will return the Purchased Equipment according to the manufacturer's or supplier's policies and instructions.
- (b) Non-defective Returns. If Customer seeks to return Purchased Equipment that is non-defective or not otherwise covered by a warranty, Customer must contact AT&T in time for AT&T to obtain an RMA with instructions from the manufacturer or supplier within fifteen (15) days following delivery of such Purchased Equipment to the ship-to address in the applicable Order; however, if the Purchased Equipment is delivered to an AT&T staging facility prior to delivery to the ship-to address, Customer must contact AT&T within fifteen (15) days following notice to Customer of delivery to the staging facility. Any such return shall be at the sole discretion of the manufacturer or supplier. If the return is authorized, Customer will be responsible for payment of any associated return or restocking fee, return shipping costs, and risk of loss of the Purchased Equipment. Notwithstanding the foregoing, ONCE AT&T'S CONFIGURATION OF PURCHASED EQUIPMENT FOR USE BY CUSTOMER HAS COMMENCED, NON-DEFECTIVE RETURN IS NOT AVAILABLE.
- (c) Maintenance Returns. To return Purchased Equipment covered by a maintenance service, Customer must contact the applicable maintenance service provider to obtain an RMA and instructions.

6. MANUFACTURER-PROVIDED SERVICES

Manufacturer-Provided Services identified in Customer's Order with the manufacturer's stock-keeping unit number are provided directly to Customer by the manufacturer under a separate agreement between Customer and the manufacturer. Customer shall assent to and comply with the terms of the agreement with the manufacturer. AT&T is not a party to that agreement. AT&T's sole responsibility is to place Customer's orders for Manufacturer Provided Services, except that AT&T may invoice Customer for the Manufacturer-Provided Services.

7. LICENSES, RESTRICTIONS, REQUIREMENTS

- (a) Software is provided subject to the terms of the Software licensor's license agreement which is a separate agreement between Customer and the licensor. Customer must assent to and comply with the license agreement.
- (b) Purchased Equipment may be subject to additional requirements or restrictions imposed by manufacturer or licensor. Customer must assent to and comply with all such requirements or restrictions.

ATTUID: __jd236u@stt.com_ Public Safety CPE NG911 Pricing Schedule	AT&T and Customer Confidential Information Page 3 of 10	ROME Opportunity ID : 1-OTN8RQQ Updated: 12/17/2024
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AT&T NG9-1-1 Public Safety PSAP Solutions
CPE Purchase Pricing Schedule

Rider B – AT&T-Provided Services

1. SERVICE

- Per applicable Sub-Rider
- Services have an end date and do not continue under a month-to-month service arrangement after the end of a term unless specifically identified as such in the applicable Sub-Rider.

2. INTELLECTUAL PROPERTY RIGHTS

- (a) All intellectual property rights used in providing, or arising by virtue of AT&T's performance, of the Services are and will be the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.
- (b) Customer shall own copies of any reports produced and furnished to Customer by AT&T ("Reports"), and AT&T grants Customer a perpetual, nonexclusive, personal and non-transferable right to reproduce and modify Reports solely for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.
- (c) AT&T grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer by AT&T under this Pricing Schedule, solely (i) for Customer's own internal business purposes during the term of this Pricing Schedule or (ii) for such other purposes as may be agreed in writing by the parties.
- (d) Except as otherwise specified in this Pricing Schedule, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this Pricing Schedule.

3. WORKMANSHIP

The provision of Services under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains. AT&T's obligation under this Section expires upon Customer's acceptance of the Services.

4. INDEPENDENT CONTRACTOR

AT&T is an independent contractor for the Services performed under Pricing Schedule.

5. ACCEPTANCE

Upon completion of professional and implementation Services ("Service Completion Date"), Customer either shall sign the acceptance document AT&T presents or shall provide within five (5) Business Days of the Service Completion Date written notice to AT&T identifying any non-conforming professional or implementation Service. "Business Day" means Monday through Friday, excluding AT&T-recognized holidays. If Customer fails to provide such notice, Customer is deemed to have accepted the Service as of the Service Completion Date. AT&T may invoice Customer for professional and implementation Services upon acceptance.

6. NON-SOLICITATION

Customer agrees not to directly solicit for employment any personnel of AT&T or its subcontractors or agents performing Services hereunder until one (1) year following the completion or termination of applicable Order pursuant to which the Services were performed without the prior written consent of AT&T.

7. DELAYS

If there is a delay in providing Services that was not caused by AT&T, Customer may incur additional labor or other charges. AT&T shall not be liable for such a delay. Such a delay may also impact future schedules.

8. REMOTE ACCESS TO EQUIPMENT

Customer shall provide remote access to equipment during installation and maintenance for trouble isolation, monitoring and resolution. Customer may satisfy this requirement: (i) by providing in-band or out-of-band connection; (ii) providing technical personnel on Site; or (iii) as otherwise described in the applicable Service Guide.

9. EQUIPMENT STORAGE

On the premises where the Services are being performed, AT&T or its subcontractors may store, at no charge, a reasonable amount of equipment, materials, tools, and other items necessary for the performance of Services in a secure location provided by Customer ("Storage Location"). Customer will take reasonable precautions to protect and maintain the integrity of any such items. Customer agrees to accept delivery of any such items, to place them or direct their placement in the Storage Location and to notify AT&T of the delivery and Storage Location.

10. SERVICES SUPPLIER

If an AT&T supplier necessary for the delivery of Services ceases to provide all or a portion of such Services, either Party may terminate the affected portion of the Services, and Customer will receive a pro-rata refund of any amounts prepaid for such terminated Services.

ATTUID: _jd236u@stt.com_ Public Safety CPE NG911 Pricing Schedule	AT&T and Customer Confidential Information Page 4 of 10	ROME Opportunity ID : 1-OTN8RQQ Updated: 12/17/2024
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AT&T NG9-1-1 Public Safety PSAP Solutions
CPE Purchase Pricing Schedule

Rider B1 – AT&T-Provided 911 Voice Maintenance Services

1. SERVICES; SERVICE PUBLICATIONS

Service	Service Publication Location
AT&T 911 Voice Maintenance Solutions ("911VMS")	Pending Approval

AT&T provides AT&T 911 Voice Maintenance Solutions Services ("Maintenance Services") for certain equipment ("Supported Equipment"), in accordance with this Pricing Schedule, the applicable SOW and the applicable Service Guide. Supported Equipment covered by Maintenance Services is specified in an SOW or the Service Guide.

2. CERTIFICATION AND REVIEWS

- (a) Manufacturer's Certification for Supported Equipment. If an item of equipment is not covered by the manufacturer's warranty or by a manufacturer approved maintenance service immediately before AT&T begins providing the Maintenance Service for the equipment, Customer must provide a manufacturer's certification that equipment is in working order and eligible to be included in a maintenance plan.
- (b) Changes in Supported Equipment covered by Maintenance Services. AT&T may conduct periodic equipment reviews for additions or deletions of Supported Equipment that is being maintained and will make any appropriate adjustments to Maintenance Services.
- (c) Neither Customer nor any party other than AT&T or its designated agents may alter, repair, or maintain any Supported Equipment.

3. MAINTENANCE TERM AND RENEWAL

The term for Maintenance Services (the "Maintenance Term") and level of Maintenance Service are set forth in the applicable Order. UNLESS EITHER PARTY TERMINATES BY WRITTEN NOTICE ON COMPANY LETTERHEAD WITH A HANDWRITTEN SIGNATURE AT LEAST THIRTY (30) BUSINESS DAYS PRIOR TO EXPIRATION OF THE THEN-CURRENT MAINTENANCE TERM, AND IF THE LEVEL OF MAINTENANCE SERVICE REFLECTED IN SUCH ORDER REMAINS AVAILABLE UNDER THE APPLICABLE SERVICE PUBLICATION AT TIME OF RENEWAL, THE MAINTENANCE TERM WITH REGARD TO SUCH ORDER AUTOMATICALLY RENEWS: (i) FOR VOICE SUPPORTED EQUIPMENT, FOR AN ADDITIONAL ONE (1) YEAR. AT&T MAY, AT THE COMMENCEMENT OF ANY RENEWAL MAINTENANCE TERM, CHANGE THE PRICE OF SERVICE UPON AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE.

4. PRICE CHANGES

AT&T also may change the price of Maintenance Services on written notice for Supported Equipment at the time it is changed, upgraded or added.

5. REPLACEMENT PRODUCTS; END-OF-SUPPORT; RETURN OF DEFECTIVE EQUIPMENT

- (a) Spare parts and equipment ("Replacement Products") may be new or reconditioned if equivalent to new in performance. AT&T's provision of Replacement Products during the Maintenance Term is contingent upon the delivery schedule of the manufacturer or supplier. AT&T has no liability for delays in any delivery schedule. AT&T cannot guarantee firm delivery dates.
- (b) If an item of Supported Equipment is discontinued or placed at end-of-life or end-of-support status by the manufacturer, AT&T shall only be obligated to use commercially reasonable efforts to obtain replacement parts and provide Maintenance Service for the item of Supported Equipment for which additional charges may apply or AT&T may delete such item of Supported Equipment from Maintenance Services and provide a pro-rata refund.
- (c) AT&T will provide an RMA number for defective Supported Equipment ("Defective Item"). Customer shall return the Defective Item within thirty (30) days after the date of the RMA, or Customer will be invoiced, and shall pay, for the corresponding Replacement Product. Defective Items are the property of AT&T upon delivery to the carrier.

6. EXCLUSIONS FOR AT&T-PROVIDED MAINTENANCE SERVICES.

- (a) AT&T will perform Maintenance Services only for damage to, substandard performance of or failure of Supported Equipment resulting only from Supported Equipment defects or normal wear and tear ("Covered Maintenance").
- (b) Covered Maintenance does not include hardware defects or software failures resulting from any cause whatsoever not attributable to AT&T, including, but not limited to: (i) mishandling, abuse, misuse, improper storage, improper installation, improper maintenance, improper electrical voltage or current or improper operation (including use in conjunction with equipment electrically or mechanically incompatible); (ii) accident; (iii) theft; (iv) force majeure events, including, fire, explosion (other than fire or explosion directly attributable to a Supported Equipment defect), power failure, lightning or other induced power surge, flood, wind, war, terrorism, virus and acts of God; (v) Customer-caused programming errors in software or applications; (vi) Customer-performed system configurations; (vii) Customer's failure to maintain a proper operating environment, to back up its data or to secure its network environment; (viii) Customer's failure to follow manufacturer/licensor recommendations; and, (ix) repair, relocation, damage or alteration of the Supported Equipment by anyone other than AT&T or its designated agents. Supported Equipment supporting IP telephony may experience certain compromises in performance, reliability and security even when performing as warranted; diagnostic and repair work in response to such compromises is not included in Covered Maintenance.
- (c) Diagnostic and repair work AT&T performs outside of Covered Maintenance is invoiced at AT&T's prevailing rates for time and materials.

ATTUID: _jd236u@stt.com_ Public Safety CPE NG911 Pricing Schedule	AT&T and Customer Confidential Information Page 5 of 10	ROME Opportunity ID : 1-OTN8RQQ Updated: 12/17/2024
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AT&T NG9-1-1 Public Safety PSAP Solutions
CPE Purchase Pricing Schedule

Rider B2 – AT&T-Provided 911 Voice Warranty Services

1. WARRANTY SERVICES

- (a) AT&T Warranty Services, as described in this Sub-Rider, apply to Purchased Equipment used in 911 CPE call handling solutions purchased from and installed by AT&T. Purchased Equipment covered by AT&T Warranty Services is specified in a SOW or the Service Guide. Basic Warranty Service is provided without additional charge. AT&T may invoice in full for warranty upgrades in advance of the Warranty Period.
- (b) The standard "Warranty Period" is one (1) year from installation of the Purchased Equipment. The Warranty Period will not restart or increase due to or as a result of any repair, replacement or move of or addition or change to any Purchased Equipment.
- (c) During the Warranty Period, if the Purchased Equipment other than Software does not conform to the manufacturer's warranty, Customer shall notify AT&T of such nonconformance. AT&T shall, at AT&T's sole option, repair or replace any non-conforming, warranted hardware.
- (d) During the specified Warranty Period, if any item of Software that is properly installed and operating on the Purchased Equipment for which it is originally licensed does not conform to the Software warranty or if the media on which the Software is provided is defective in materials or workmanship under normal use, Customer shall notify AT&T of such nonconformance. AT&T shall, at AT&T's sole option, (i) provide a suitable fix, patch, or workaround any non-conforming warranted Software; or (ii) will replace at no charge any non-conforming warranted Software media if it is delivered to carrier for shipment to AT&T during the Warranty Period along with proof of date of shipment to Customer.
- (e) If AT&T determines that any remedy set forth in Section 1(c) or 1(d) is not reasonably available, then AT&T may issue a refund, at its sole option, of an amount (e.g., using Customer's federal income tax depreciation schedule) based upon: (i) the price paid by Customer in the case of defective warranted hardware, or (ii) the one-time fee paid in the case of defective warranted Software.

2. REPLACEMENT PRODUCTS; RETURN OF DEFECTIVE EQUIPMENT

- (a) Spare parts and equipment ("Replacement Products") may be new or reconditioned if equivalent to new in performance. AT&T's provision of Replacement Products during the Warranty Period is contingent on the delivery schedule of the manufacturer or supplier. AT&T has no liability for delays in any delivery schedule. AT&T cannot guarantee firm delivery dates. If an item of Purchased Equipment is placed at end-of-life status by the manufacturer, AT&T shall only be obligated to use commercially reasonable efforts to provide Replacement Products for an item of Purchased Equipment.
- (b) AT&T will provide an RMA number for a defective warranted hardware ("Defective Item"). Customer shall return the Defective Item within thirty (30) days after the RMA is generated, or Customer will be invoiced for the corresponding Replacement Product. Defective Items are the property of AT&T.
If the returned warranted hardware is found not to be defective, Customer will be charged for the Replacement Products at Customer's current price.

3. EXCLUSIONS FOR AT&T WARRANTY SERVICES.

- (a) AT&T will perform AT&T Warranty Services only for damage to, substandard performance of or failure of Supported Equipment resulting only from Supported Equipment defects or normal wear and tear ("Covered Work").
- (b) Covered Work does not include hardware defects or software failures resulting from any cause whatsoever not attributable to AT&T, including, but not limited to: (i) mishandling, abuse, misuse, improper storage, improper installation, improper maintenance, improper electrical voltage or current or improper operation (including use in conjunction with equipment electrically or mechanically incompatible); (ii) accident; (iii) theft; (iv) force majeure events, including fire, explosion (other than fire or explosion directly attributable to a Supported Equipment defect), power failure, lightning or other induced power surge, flood, wind, war, terrorism, and acts of God; (v) Customer-caused programming errors in software or applications; (vi) Customer performed system configurations; (vii) Customer's failure to maintain a proper operating environment, to back up its data or to secure its network environment; (viii) Customer's failure to follow manufacturer/licensor recommendations; and, (ix) repair, relocation, damage or alteration of the Supported Equipment by anyone other than AT&T or its designated agents. Supported Equipment supporting IP telephony may experience certain compromises in performance, reliability, and security even when performing as warranted; diagnostic and repair work in response to such compromises is not included in Covered Work.
- (c) Diagnostic and repair work AT&T performs outside of Covered Work is invoiced at AT&T's prevailing rates for time and materials.

ATTUID: _jd236u@stt.com Public Safety CPE NG911 Pricing Schedule	AT&T and Customer Confidential Information Page 6 of 10	ROME Opportunity ID : 1-OTN8RQQ Updated: 12/17/2024
---------------------------------------------------------------------	------------------------------------------------------------	--------------------------------------------------------



AT&T NG9-1-1 Public Safety PSAP Solutions
CPE Purchase Pricing Schedule

Rider B3 – AT&T 911 Call Handling Equipment and Services

SERVICE

This Sub-Rider B-3 for AT&T 911 Call Handling Equipment and Services covers AT&T’s sale of voice Purchased Equipment (referred to as Purchased Equipment, Equipment or CPE in this Sub-Rider) installation and/or maintenance Service for such Purchased Equipment to be provided by AT&T under the Maintenance Plan as set forth herein (the “Maintenance Plan”), and as further described below. The Purchased Equipment is identified in this Sub-Rider or in the attached or referenced Bill of Materials, or Order. This Sub-Rider also covers any Orders issued hereunder or in a SOW issued under this Sub-Rider, as well as any additions or replacement to the Purchased Equipment or Service.

I. Service Order Information and Payment Terms

*Taxes & Freight will be listed separately on the invoice. Total Purchase Price does not include maintenance.

Rates and Charges

Recurring Rates

Service Type	Quantity	Term (in months)	Recurring Costs
Host A Services	1	60	\$ 5,997.43
Host A Map Local Services	1	60	\$ 1,196.56
Palm Beach County 911 Dedicated Technician	2	60	\$ 38,666.67
Host B Services	1	60	\$ 761.72
Courthouse PSAP Services	1	60	\$ 2,602.68
Courthouse PSAP Map Local Services	1	60	\$ 598.28
Eagle Communications Services	1	60	\$ 11,578.72
Eagle Communications Map Local Services	1	60	\$ 2,841.83
Palm Beach Fire Rescue Main Services	1	60	\$ 2,515.72
Palm Beach Fire Rescue Main Map Local Services	1	60	\$ 1,720.06
Palm Beach Fire Rescue Backup Services	1	60	\$ 2,786.43
Palm Beach Fire Rescue Backup Map Local Services	1	60	\$ 747.85
Total Recurring Monthly Rate			\$ 72,013.95

Non-Recurring Rates

Service Type	Quantity	Term (in months)	Non-Recurring Costs
Host A Equipment and Software	1	60	\$ 373,090.58
Host A Services	1	60	\$ 214,111.58
Host B Equipment and Software	1	60	\$ 83,397.76
Host B Services	1	60	\$ 80,285.54
Courthouse PSAP Equipment and Software	1	60	\$ 89,176.76
Courthouse PSAP Services	1	60	\$ 44,656.44
Eagle Communications Equipment and Software	1	60	\$ 377,500.75
Eagle Communications Services	1	60	\$ 93,499.89
Palm Beach Fire Rescue Main Equipment and Software	1	60	\$ 511,565.20



AT&T NG9-1-1 Public Safety PSAP Solutions
CPE Purchase Pricing Schedule

Palm Beach Fire Rescue Main Equipment and Software	1	60	\$ 74,607.31
Palm Beach Fire Rescue Backup Services	1	60	\$ 119,954.53
Palm Beach Fire Rescue Backup Services	1	60	\$ 41,711.57
Total Non-Recurring Rate			\$ 2,103,557.91

Total Recurring and Non-Recurring Charges

Site Name	Address	City	State	Recurring Costs	Non-Recurring Costs
Host A Gun Club	3228 Gun Club Road	West Palm Beach	FL	\$ 45,860.66	\$ 587,202.16
Host B Eagle Communications	38673 James Wheeler Way	Belle Glade	FL	\$ 761.72	\$ 163,683.30
Courthouse PSAP	205 South Dixie Highway	West Palm Beach	FL	\$ 3,200.96	\$ 133,833.19
Eagle Communications	38673 James Wheeler Way	Belle Glade	FL	\$ 14,420.55	\$ 471,000.64
Fire Rescue Main PSAP	20 South Military Trail	West Palm Beach	FL	\$ 4,235.78	\$ 586,172.51
Fire Rescue Backup	405 Pike Road	West Palm Beach	FL	\$ 3,534.28	\$ 161,666.11
Totals:				\$ 72,013.95	\$ 2,103,557.91

Payment Terms:

- Locations to be invoiced and billed after each installation and customer acceptance.
- 100% of equipment and services at acceptance of services
- Equipment & Services Detail as per quote dated: August 02, 2024

Leasing: ☐ AT&T Capital Services ☐ Other: (____) ☒ No

Purchase Order Number: _____



AT&T NG9-1-1 Public Safety PSAP Solutions
CPE Purchase Pricing Schedule

SELECTION OF EQUIPMENT SERVICE PLAN:

AT&T 911 Voice Maintenance Solutions*: ☐ Essential Plus ☒ Custom Customer Initials: _____ (Required)
*Customer must select either Essential Plus or Custom to receive maintenance services under this Pricing Schedule.

Initial Term: (60) Months From: _____ To: _____ Monthly Price: \$38,666.67
Service Plan Payment Terms (default is annual): ☐ Prepay ☒ Monthly ☐ Financing: _____

NOTE: Hardware Maintenance Services commence at system installation/cutover.

AT&T Maintenance Services include:

- 2 Dedicated (Full Time / 2,000 hours total per year / per Tech) AT&T Field Operations-Business Field Technician for a period of up to 5 years
- Work hours are expected to be as follows:
 - Eight (8) consecutive hours per day inclusive of travel to/from customer facility (health breaks/lunch excluded)
- Shifts are expected to start / end between the hours 6:00AM EST and 6:00PM EST. Any shift that starts or ends outside of this will incur an uplift of 10% to the yearly fee identified above.
- Monday through Friday (exclusive of all designated AT&T holidays)
- Up to a maximum forty (40) hours per week
- Backfill will be provided for vacations, sick days, training, AT&T designated holidays, unless excessive/consecutive days are missed.
 - Costing above is based on two (2) resources; should activities require additional resources, pricing will be adjusted for the increased effort; specified resource may be changed out, as required by AT&T, during the life of the contracted engagement.
 - Costing reflects AT&T technician labor only. Parts, equipment, software nor vendor maintenance support is included
 - All after hours maintenance incidents will be prioritized based on severity level and handled business as usual using an on- demand support model. Only 1 technician will remain on-call.
- Maintenance services include host sites and remote PSAPs.

TERMINATION PRICING ADJUSTMENTS: If Customer terminates AT&T 911 Voice Maintenance Solutions in whole or in part, including reduction in service level, Customer, depending on the payment terms, either shall be (a) invoiced fifty percent (50%) of the fees 30 days from the date AT&T received written notice of termination to the expiration of the maintenance term plus any non-recoverable and third party costs incurred by AT&T; or (b) credited fifty percent (50%) of fees paid for the terminated Service less any non-recoverable and third party costs.

NOTE: Software Support Services commence when Equipment is shipped from supplier/distributor.

TERMINATION PRICING ADJUSTMENTS: If Customer terminates Manufacturer-Provided Maintenance Service in whole or in part, the remaining unused portion of the maintenance fees is non-refundable, either by way of cash or credits.

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.

Remittance for invoices rendered by AT&T Global Services for Service Plans should be to AT&T Global Services.

Attachments:

- 1. Statements of Work e.g. SOW, SCOW, PIG ☒
- 2. Bill of Materials for Equipment and Services ☒
- 3. Invoicing Schedule and Payment Terms ☐
- 4. Implementation Timeline ☐
- 5. Certificate of Acceptance ☐
- 6. Other: [_____]

ATTUID: _jd236u@stt.com_ Public Safety CPE NG911 Pricing Schedule	AT&T and Customer Confidential Information Page 9 of 10	ROME Opportunity ID : 1-OTN8RQQ Updated: 12/17/2024
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AT&T NG9-1-1 Public Safety PSAP Solutions
CPE Purchase Pricing Schedule

II. 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.

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 CIC.