

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

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</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 X
Is this using Federal Funds? Yes _____ No X
Is this item using State Funds? Yes X No _____

Budget Account Exp No: Fund _____ Dept. _____ Unit _____ Obj. _____
Rev No: Fund _____ Dept. _____ Unit _____ Rev. _____

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

Grant:
Fund:
Unit:

*The budget will be amended if the grant is awarded.

C. Departmental Fiscal Review:

(NC)

III. REVIEW COMMENTS

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

Lucy Minter 5/7/2025
OFMB
KX 5/7
MAF 5/7
JAS 5/7

Brenda Gruch 5/8/25
Contract Dev. And Control

B. Legal Sufficiency:

Paula 5/12/2025
Assistant County Attorney

C. Other Department Review:

Department Director

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

911 Grant Programs

Application

CountyPalm Beach

Total Amount Requested: \$64,000

Project Title:FHP IP Softphone – 10 positions

1. Chair, Board of County Commissioners: Maria G. Marino, Mayor

Mailing Address: 301 N Olive Avenue

City: West Palm Beach

State: FLZip: 33401 -

Phone: (561) 355-2201Fax:

Email Address: MMarino@pbc.gov

2. County, 911 Coordinator: Daniel Koenig

Mailing Address: 20 S Military Tr

City: West Palm Beach

State: FLZip: 33415 -

Phone: (561) 712-6486Fax:

Email Address: DKoenig@pbc.gov

3. Federal Tax ID Number: 59-6000785

4. County information

Number of PSAPs	13 Primary, 3 Secondary
Number of Call-taking Positions per PSAP	2 – 50; see attached breakdown
PSAP(s) in which grant funding will apply.	Florida Highway Patrol, Lake Worth Regional Communications Center (LWRCC)

5. Financial Information

- a. What are the current annual costs for your E911 system (e.g., circuits, customer records, hardware and software, etc.) not including maintenance?

\$2,245,596.08

- b. What are the current annual costs for maintenance of items included in 5a?

\$,1,949,463.81

- c. Total amount of 911 fee revenue received in the preceding year. This does not include any special disbursement, Rural County supplements or training disbursements.

\$8,757,493.98

- d. Total amount of county carry-forward funding retained in the preceding fiscal year.

\$1,328,353.23

- e. Total amount of county carry forward funding your county currently has accrued.?

\$ 10,249,691

- f. Two-year maximum calculated amount for applied carry forward funding. (2 times the amount calculated on your Form 6A, item 9, in rule 60FF1-5.006)

\$5,254,496.38

- g. Subtract the amount in 5f from the amount in 5e.

4,995,194.62

- h. If the amount in 5g is greater than zero, insert that number in the Budget Report as "carry forward funds applied."

6. Describe your county's existing 911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed. Please include the PSAP(s) that the grant will be implemented at to include the type of PSAP(s), primary system, and number of position seats. Please state if this is a part of a group or regional project and how you will be interoperable.

Palm Beach County has thirteen (13) primary and three (3) secondary PSAPs on a single ESINet. These PSAPs are interoperable with both voice and text 9-1-1 calls.

Our Call Handling Equipment (CHE) is Intrado VIPER v.7 and Motorola Vesta v.8.1. The diverse CHE provides an added layer of redundancy.

- All PSAPs were migrated to our current ESINet in December 2023.
- We are consolidating our Belle Glade and Eagle Communications Center to a single location at the Eagle Communications. This will operate as a backup PSAP for PBSO or other PSAPs.
- We are currently planning a hardware refresh for equipment at PBSO – Eagle Communications Center and PBC Fire-Rescue.
- Aside from dual circuitry, FirstNet connections are provided at several PSAP for tertiary connectivity.

The grant will be implemented at FHP LWRCC, a secondary PSAP. This will increase the number of 9-1-1 call taking positions from ten (10) to twenty (20).

This project is not part of a recognized regional project; however, it is part of a group project. LWRCC covers eleven (11) counties. Currently, several of these counties are transferring 9-1-1 calls via our ESINet with interoperability through Motorola NGCS. We are working with the other Next Generation Core Service (NGCS) Providers on interoperability with their products.

7. Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. For any scope of work that includes milestones, please describe in detail what deliverables are expected to be provided in each milestone.

LWRCC went live on the Palm Beach County 9-1-1 system on March 8, 2023. This was achieved with State Grant S18-21-05-12 for the installation, equipment and maintenance of the Motorola 9-1-1 CHE on Palm Beach County's ESINet. For the period of October 1, 2023 to September 30, 2024, LWRCC answered 65,658 9-1-1 calls from Palm Beach and other county PSAPs. This number will continue to increase as more counties migrate to Next Generation 9-1-1. During the initial project, ten (10) workstations were installed. The communications center has room for twenty (20) workstations. This project would increase the number of workstations to twenty (20).

Application and instructions for 911 Grant Programs, revised May 2023

W Form 3A, incorporated by reference in Fla. Admin. Code R. 60FF1-5.003 911 Grant Programs

by adding ten (10) IP softphones at LWRCC. These phones are compatible with the existing equipment allowing LWRCC increased capacity during emergencies or heightened operations.

- 8. Justification of the need for the proposed project. Provide detailed information on the existing systems/components that need replacement. Document the condition with details to justify any system with an expected lifespan of less than one year. Each component on the system, (e.g. memory, hardware, size of drives), updates of software and/or replacement versions needed, standalone equipment, and additional upgrades (include UPS) must be listed in the requests.**

Palm Beach County received State Grant S18-21-05-12 to connect FHP LWRCC to the county's ESINet making them a secondary PSAP in the county's 9-1-1 system. This gave FHP the ability to receive ANI and ALI location with transferred 9-1-1 calls. At the time of the original grant, only ten (10) 9-1-1 call taking positions were requested. FHP LWRCC has twenty (20) positions in their center. During the installation of the original ten (10) positions, it was learned that the remaining positions lost some administrative phone functionality after the migration to the Vesta platform. We are requesting this equipment to provide 9-1-1 functionality at each workstation at LWRCC. The 9-1-1 functionality currently includes Text-to-911. The new positions will also have integrated Text-to-911.

This grant request would cover the purchase of equipment, configuration and installation of the CHE and year 1 and 2 maintenance costs.

- 9. Describe why your county, group of counties or region will not be able to complete this project without this grant funding.**

Palm Beach County is currently planning for the future upgrades and projects:

- Implementation of PSAP initiated video.
- Consolidating PBSO Belle Glade and PBSO Eagle Communications Center into a single location.
- Hardware refresh of Vesta back room at the two (2) hosts.
- Hardware refresh of Vesta 9-1-1 CHE at Eagle Communications Center and Palm Beach County Fire Rescue.
- Replace current dispatch console furniture at Palm Beach County Fire-Rescue.
- Addition of seven (7) call taker workstations at Palm Beach Gardens Police Department. This includes 9-1-1 CHE and dispatch console furniture.
- Addition of six (6) call taker workstations at Boynton Beach Police Department. This includes 9-1-1 CHE and dispatch console furniture.
- Move of Riviera Beach Police Department PSAP to a permanent location.
- Implementation of satellite back up at PBSO Headquarters.

- Intrado hardware refresh.

The FHP LWRCC services not only Palm Beach County, but also Broward, Indian River, Lake, Martin, Miami-Dade, Okeechobee, Orange, Osceola, St. Lucie, and Sumter Counties. Palm Beach County is requesting a grant for this project due to the number of counties served by the LWRCC. In total, the project will benefit eleven counties across four (4) DMS 9-1-1 Regions.

The FHP LWRCC will be on Palm Beach County's AT&T ESINet. This makes the LWRCC interoperable with other counties on the AT&T ESINet. Further, we are interoperable with counties on Motorola's NGCS platform. We are pending interoperability agreements with Lumen and NGA911 for connectivity to counties with those NGCS.

We do not feel the expenses should fall entirely with Palm Beach County due to the geographic reach of the project.

10. Describe the required steps with an anticipated time schedule which includes procurement and payment milestones and a total project completion date.

Upon notification of grant award, Palm Beach County will initiate a contract with AT&T (our current vendor for the existing Palm Beach County VESTA 911 System). Contingent on any unexpected delays or issues, the anticipated schedule is:

000-090 Days – Procure hardware and software for the CHE. Equipment order, awaiting delivery of equipment, and preparation of the work area to accommodate the new equipment.

091-140 Days –Systems, installation, comprehensive communication/network interface testing, coordination testing and turn-up of the CHE.

141- 180 Days – Training, final acceptance test and system commissioning, final completion and payment and begin the 1st year warranty and maintenance.

11. If applicable, sole source justification must meet the state procurement guidelines and chapter 287.057 (3)I, F.S.

Palm Beach County will be utilizing an existing Master Agreement to purchase and install this equipment as an addition to their current infrastructure. AT&T Master Agreement 158865UA is attached to this application.

12. If applicable, please include your previous service dates for any maintenance or support services.

13. RESERVED

14. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. If this requirement is violated, the grantee is subject to revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

The county certifies that all applicable state procurement rules/procedures have been met.

Failure to use grant funds as represented jeopardizes the grantee's eligibility to be considered for future funding.


15. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

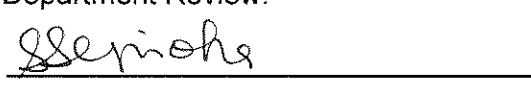
_____ SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS OR COUNTY MANAGER/ADMINISTRATOR	_____ DATE
--	---------------

Printed Name

Position

Legal Sufficiency:


Assistant County Attorney

Department Review:


Department Director

911 Grant Program

Appendix I: Authorized Expenditures of E911 Fee, Chapter 365.172, F.S.

NO requests for funding will be acknowledged for any items not specified in Section 365.172, Florida Statutes, Emergency communication number “E911”; paragraph (10) (shown below).

Section 365.172 (10), Florida Statutes: AUTHORIZED EXPENDITURES OF E911 FEE. —

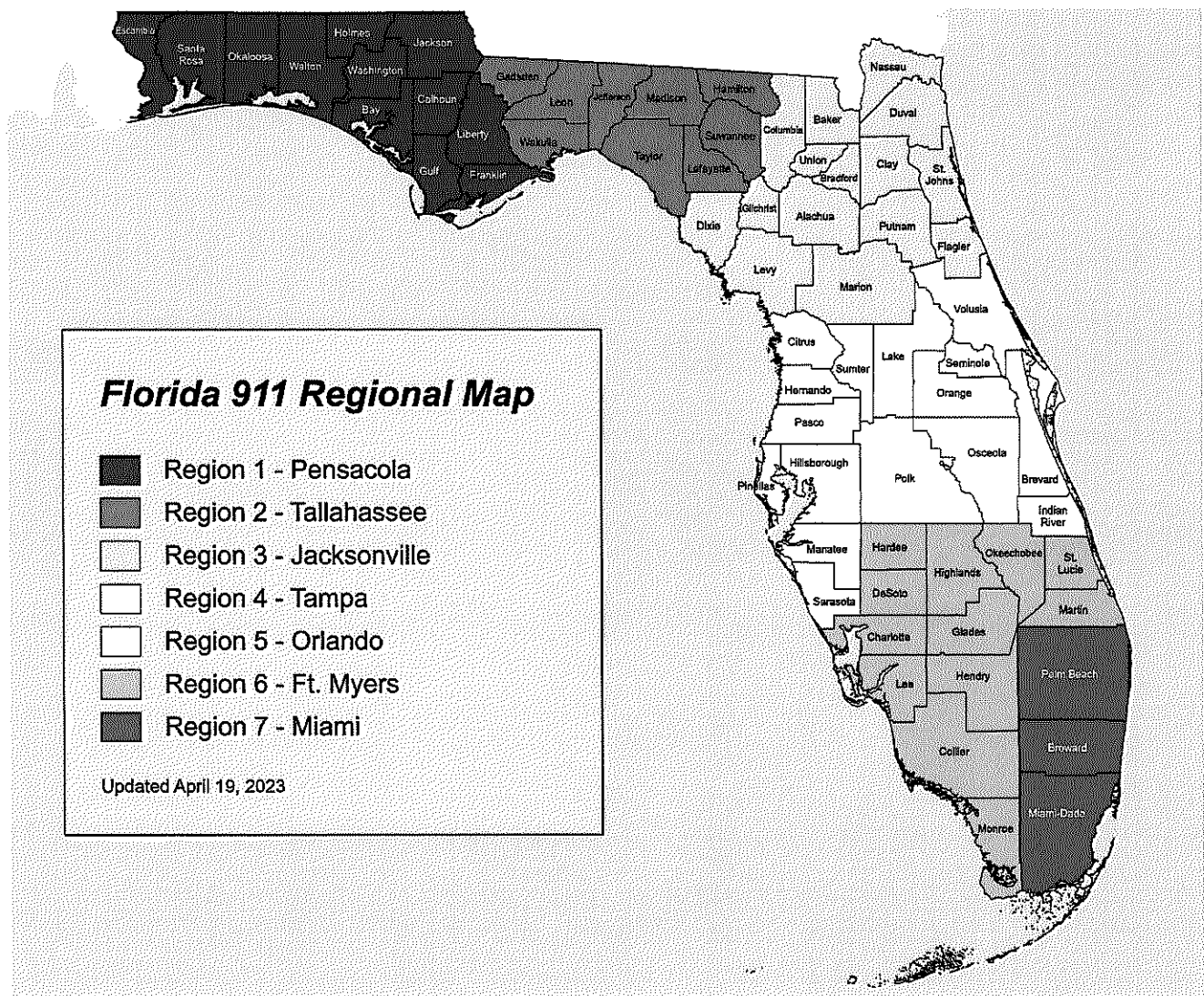
(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification, recertification, and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county, group of counties or region to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administering the E911 system; emergency medical, fire, and law enforcement prearrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety Telecommunicator's as required under s. 401.465; and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing system(c) The moneys should not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses. Even any which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

Application and instructions for 911 Grant Programs, revised May 2023
W Form 3A, incorporated by reference in Fla. Admin. Code R. 60FF1-5.003 911 Grant Programs

911 Grant Program

Appendix II: Florida 911 Regional Map



E911 Grant Program

Addendum 2 : Funding Priorities

The criteria for determining acceptability for disbursement of funds from the state of Florida 911 Grant Programs will be made on a PRIORITY basis. Regional 911 system project requests related to systems and equipment will be considered the highest priority within each priority category. If you do not see your specific 911 project listed, you are still eligible to receive funding and can apply.

1.0 Prepaid and Wireless Funding Priorities

PRIORITY 1: Primary and Secondary PSAP systems that require immediate system replacement to provision enhanced 911 status or when the expected remaining life of the system is less than one year.

PRIORITY 2: Development and maintenance of 911 routing statewide, geographic, and management information systems.

- A) Statewide routing system

- B) Regional, as an incremental step towards systems statewide
 - 1. GIS Repository
 - 2. NGCS
 - 3. Map Display and Services
 - 4. Management information systems and services

- C) GIS Services required for the delivery of a call
 - 1. GIS Data support-assisting counties in meeting the 98% NENA GIS Data minimum standards
 - 2. Creation of the required layers of the NENA GIS Data modelⁱ
 - 3. GIS Maintenance Tools- this includes software or software as a service

- D) Management Information System and services

- E) Cybersecurity
 - 1. Cybersecurity assessments
 - 2. Cybersecurity hardware and software
 - 3. Ongoing cybersecurity maintenance

PRIORITY 3: Implement and maintain next generation 911 services and equipment.

PRIORITY 4: Mapping system and services necessary for provisioning Geographic Information Systems (GIS). This includes the following, listed in order of funding priority:

- A) Map System Equipment - map generation hardware and software licensing are limited to components for two stations.
- B) GIS Centerline point generation and map accuracy systems
- C) Synchronization of GIS data and databases that support location repositories to meet a minimum 98% data accuracy for Geospatial call routing.
- D) Map display and services

PRIORITY 5: Develop and maintain Next Generation 911 services and equipment.

- A) Next Generation 911 Equipment and Emergency Services IP based network
- B) Next Generation Core Services

PRIORITY 6: Systems that require new or replacement of critical or necessary hardware or software. This includes the following back-up PSAP's system equipment, listed in order of funding priority A-H:

- A) Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display, and call answering.
- B) Map Display Equipment
- C) Logging Equipment
- D) Lightning Protection Equipment
- E) Uninterruptible Power Supply system and or Generator Equipment
- F) County, group of counties or region Standalone ALI Database Equipment
- G) 911 Call Taker Position Equipment
- H) Net clock

PRIORITY 7: GIS sub-addressing projects

PRIORITY 8: Aerial Photography, Overhead (Nadir) / Imaging

PRIORITY 9: Infrastructure cabling and building entrance buildout cost.

PRIORITY 10: 911 Call taker workstation console/furniture (the portion related to 911 operation)

ⁱ Provide the following layers: Road Centerlines, Site/Structure Address Points, PSAP Boundary, Emergency Service Boundary (This MUST include Law, Fire, and Emergency Service (EMS) as separate layers) and the Provisioning Boundary

Budget Report			
Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; 911 system, logging recorder, centerline mapping, etc. and services items). If there is insufficient space, please include details in an attachment. Budget costs should match requested vendor quote			
County: Palm Beach		Project Name: FHP Softphone - 10 positions	
Budget Categories			
Deliverables	Unit Price (\$)	Quantity	Total Amount (\$)
A. System (Hardware, Software, Equipment, & Labor) 10 IP Softphones and sotware licenses	39,600	1	39,600
B. Services (Training, Maintenance, and Warranty Items) Installation/Warranty and 1st year maintenance charges Year 2 maintenance charges	16,200 8200	1 1	16,200 8,200
Overall Project Total			64,000
Carry Forward Funds Applied			
Grant Request Total Less Carry Forward Applied			
Notes:		_____ Signature, 911 County Coordinator	
Rule 60FF1-5.0035, F.A.C. Budget Report 6/2021			

County E911 Fiscal Information			
Item No.	E911 Fee Revenue		
1	County	Palm Beach	Fiscal Year 2024
2	Wireless Fee Revenue	\$6,326,071.90	
3	Non-Wireless Fee Revenue	\$1,532,611.07	(LEC, Wireline,& VoIP)
4	Pre-Paid Fee Revenue	\$898,811.01	
5	Total Fee Revenue	\$8,757,493.98	Carry Forward Fee Revenue Calculation (Item #2 + Item #3 + Item #4)
Item No.	E911 Allowable Expenditures		
6	Fee Revenue Expenditures	7,429,141.00	
Item No.	E911 Carry Forward & Excess Carry Forward		
9	Allowable Carry Forward	\$2,627,248.19	Maximum Allowable (30% of Item #5)
10	Actual Carry Forward	\$1,328,353.23	Limited by Para 365.173(2)(d). Florida Statutes. Assure amount is equal (=) to or less than (<) Item #9
11	Excess Carry Forward Recovery	\$0.00	
Item No.	Contact Information		
12	Preparer's Name	Dan Koenig	
13	Preparer's Title / Position	Senior Manager-911	
14	Telephone Number	561-712-6486	
15	Preparer's Email	dkoenig@pbc.gov	
16	Date	12/16/2024	
In accordance with Paragraph 365.173(2)(d) and 365.172(6)(a)3., Florida Statutes			
County E911 Fiscal Information		Incorporated by reference in Fla Admin. Code Rule 60FF1-5.006 Requirements for County Carry Forward Funds & Excess Funding 04/2020	

Palm Beach FHP, FL

VESTA® 9-1-1 - quote ATT3596946B-1

Qty.	Part No.	Description	Unit Price	U/M	Total
VESTA® 9-1-1 IP Phones					
Qty.	Part No.	Description	Unit Price	U/M	Total
10	853031-SFTPHN-1	Soft Phones ENH SOFT PHN BNDL W10 w/30k discount	\$763.45	EA	\$7,634.52
10	873090-11102	ESInet Interface Module (EIM) V911 LIC EIM MOD	\$0.00	EA	\$0.00
10	873099-01102	VESTA® 9-1-1 CDR Module V911 CDR PER SEAT LIC	\$136.53	EA	\$1,365.28
10	PA-MSG-ASSL	VESTA® Analytics - Standard Multi Product Purchase V-ANLYT STD PER SEAT LIC	\$986.06	EA	\$9,860.62
10	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 5YR	\$933.06	EA	\$9,330.58
VESTA 9-1-1 IP Phones Subtotal					\$28,191.00

Managed Services

Qty.	Part No.	Description	Unit Price	U/M	Total
		Monitoring, PM & AV Service: Workstations Note: Includes (10) Softphone Workstations.			
10	870891-66402	M&R WKST AGENT LICENSE	\$198.59	EA	\$1,985.90
10	809800-16381	M&R PM AV WKST SRVC 5YR	\$4,096.46	EA	\$40,964.56
Managed Services Subtotal					\$42,950.46

Extended Warranties

Qty.	Part No.	Description	Unit Price	U/M	Total
10	04000-01594	Workstation Extended Warranty Note: Includes (10) Softphone Workstations. WARR NBD 600/705/800/805 G2/G3/G4/G5/ Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.	\$187.43	EA	\$1,874.32
Extended Warranties Subtotal					\$1,874.32

VESTA® Services

Qty.	Part No.	Description	Unit Price	U/M	Total
		Field Engineering Services			

Palm Beach FHP, FL

56	809800-17006	FIELD ENG-EXPRESS <i>Project Management Services</i> <i>Note: Coordination Services are required if the customer chooses to opt out of Project Management Services.</i> <i>Coordination Services are required where FE and/or Training is quoted.</i>	\$100.67	EA	\$5,637.74
1	809800-17038	COORDINATION SERVICES	\$1,092.17	EA	\$1,092.17
2	000001-06807	<i>Training</i> E-LEARN V9-1-1 SIP TRNG <i>Note: E-Learning for VESTA® 9-1-1 IP Phone User training course. The course is for up to a maximum of 10 students. E-Learning course is available for each student for 365 days.</i>	\$406.84	EA	\$813.68
VESTA Services Subtotal					\$7,543.59
		Sub-Total Equipment & Services			
		30K discount applied to row 8...			
		Total Equipment & Services			\$0.00

PSAP	Address	City	CPE	# of positions	Circuits
Atlantis PD	200 Orange Tree Drive	Atlantis	Intrado	2	1
Boca Raton PD	6500 Congress Ave	Boca Raton	Intrado	12	2 & LTE
Boynton Beach PD	2080 High Ridge Rd	Boynton Beach	Intrado	16	2
Delray Beach PD	300 W Atlantic Ave	Delray Beach	Intrado	6	2
FAU PD	777 Glades Rd Building 69	Boca Raton	Intrado	3	1
Lantana PD	901 N 8th St	Lantana	Intrado	2	1
Manalapan PD	600 South Ocean Blvd	Manalapan	Intrado	2	1
Ocean Ridge PD	6450 N Ocean Blvd	Ocean Ridge	Intrado	2	1
Palm Beach Gardens PD	10500 N Military Trail	Palm Beach Gardens	Intrado	22	2 & LTE
Palm Beach PD	345 S County Road	Palm Beach	Intrado	9	1 & LTE
Palm Springs PD	230 Cypress Lane	Palm Springs	Intrado	3	1
Riviera Beach PD	2051 Dr Martin Luther King Jr Blvd	Riviera Beach	Intrado	6	2
West Palm Beach PD	600 Banyan Street	West Palm Beach	Intrado	18	2 & LTE
PBSO HQ/Eagle Comm Ctr	3228 Gun Club Road	West Palm Beach	Vesta	50/38	2 & Satellite
PBC Fire-Rescue	20 S Military Tr	West Palm Beach	Vesta	23	2
FHP LWRCC	TPKE MM 93	Lake Worth	Vesta	10	2



R2023 0958 JUL 11 2023


PCS ID: 20230615-055

MASTER AGREEMENT

Customer Palm Beach County Street Address: 301 North Olive Avenue, 8 th Floor City: West Palm Beach State/Province: FL Zip Code: 33401 Country: USA	AT&T AT&T Corp.
Customer Contact (for notices) Name: Michael Butler Title: Director of Network Services Street Address: 301 North Olive Avenue, 8 th Floor City: West Palm Beach State/Province: FL Zip Code: 33401 Country: USA Telephone: 561-355-4610 Fax: Email: mbutler@pbccgov.org	AT&T Contact (for notices) Street Address: 321 SE 2 nd Street City: Delray Beach State/Province: FL Zip Code: 33483 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T. This Master Agreement rescinds and replaces the previous master agreement between the parties with an effective date of June 30, 2009 (133405UA), and identified as Palm Beach County agreement R-2009-1055. All outstanding Pricing Schedules, Orders, and other documents relating to and/or referencing R-2009-1055 shall now be governed by the terms of this Master Agreement.

This Pricing Schedule signed by AT&T first, is effective upon Customer signature provided that such fully signed Pricing Schedule is returned to AT&T not more than sixty (60) days after AT&T's signature date. Any change made to this document renders the Pricing Schedule null and void, except for changes expressly authorized by the terms of this Pricing Schedule.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: 	By: eSigned - Veronica Danao
Name: Gregg Weiss	Name:
Title: Mayor	Title: Contract Specialist, as signatory for AT&T
Date: JUL 11 2023	Date: 16 Jun 2023

mx142v

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: 
Archie Satchell, CIO, ISS

MASTER AGREEMENT**1. INTRODUCTION**

1.1 Overview of Documents. This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 Priority of Documents. The order of priority of the documents, in the event of conflict, that form this Agreement is: this Master Agreement; the applicable Pricing Schedule or Order; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 Revisions to Documents. Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 Execution by Affiliates. An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

1.5 Term of Agreement: This Agreement shall be effective on the day of execution by the Palm Beach County Board of County Commissioners ("Effective Date"). Unless terminated early as provided herein, the term of this Agreement is for five (5) years from the Effective Date.

2. AT&T DELIVERABLES

2.1 Services. AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 AT&T Equipment. Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 Purchased Equipment. Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 License and Other Terms. Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 Access Right. Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights

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mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 Safe Working Environment. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 Users. "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 Resale of Services. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term. The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 Additional Charges and Taxes. Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 Billing. Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 Payments. Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 Delayed Billing; Disputed Charges. Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

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4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

4.8 **Adjustments to MARC.**

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. **CONFIDENTIAL INFORMATION**

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. **LIMITATIONS OF LIABILITY AND DISCLAIMERS**

6.1 **Limitation of Liability.**

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
 - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;

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- (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO \$500,000.
- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 Purchased Equipment and Vendor Software Warranty. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 AT&T's Obligations. AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 Customer's Obligations. Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 Infringing Services. Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 Notice and Cooperation. The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no

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effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors. Additionally, this Agreement may be terminated, in whole or in part, by Customer with cause upon five (5) business days' written notice, or without cause upon ten (10) business days' written notice. Upon such termination notice, AT&T shall, except as otherwise directed in writing by Customer, (a) stop work on the date and to the extent specified; (b) terminate and settle all orders relating to the terminated work; (c) transfer all work in process, completed work, and other materials related to the terminated work to the Customer; and (d) continue and complete all parts of the work that have not been terminated.

8.2 **Termination or Suspension.** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

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- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e., not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.
- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 Publicity. Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 Trademarks. Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 Independent Contractor. Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 Force Majeure. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 Amendments and Waivers. Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 Assignment and Subcontracting.

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 Severability. If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties

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will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 Injunctive Relief. Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 Legal Action. Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 Notices. Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 Governing Law. This Agreement will be governed by the law of the State of Florida, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.12 Compliance with Laws. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 No Third Party Beneficiaries. This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including citizens of the Customer and/or any Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 Survival. The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 Agreement Language. The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

10.17 Vendor Registration Account. In order to do business with Customer, AT&T is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AT&T intends to use subcontractors, AT&T must also ensure that all subcontractors are registered in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. Customer will not finalize a contract award until the Customer has verified that AT&T is registered in VSS.

10.18 Availability of Funds. Customer's performance and obligation to pay under this Agreement or any Pricing Schedules or Orders for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

10.19 Truth in Negotiation Certificate. Signature of this Agreement by AT&T shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement or any Pricing Schedules or Orders are accurate, complete and current as of the date of the document and no higher than those charged AT&T's most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the Customer determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The Customer shall exercise its rights under this Article 4 within three (3) years following final payment.

10.20 Insurance. AT&T shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as Customer's review or acceptance of insurance maintained by AT&T, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AT&T under the Agreement. AT&T agrees to notify the Customer at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

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- (a) Commercial General Liability: AT&T shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to Customer upon request.
- (b) Workers' Compensation Insurance & Employer's Liability: AT&T shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- (c) Professional Liability: AT&T shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, Customer reserves the right, but not the obligation, to review and request a copy of AT&T's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, AT&T warrants the Retroactive Date equals or precedes the Effective Date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, AT&T shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve AT&T of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- (d) Waiver of Subrogation: Except where prohibited by law, AT&T hereby waives any and all rights of Subrogation against the Customer, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AT&T shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should AT&T enter into such an agreement on a pre-loss basis.
- (e) Certificates of Insurance: On execution of this Agreement, within forty-eight (48) hours of a request by Customer, and upon expiration of any of the required coverage throughout the term of this Agreement, AT&T shall deliver to the Customer a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to: Palm Beach County Board of County Commissioners, c/o Information System Services, 301 N. Olive Avenue, West Palm Beach, Florida 33401
- (f) Right to Revise or Reject: Customer, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

10.21 **Federal and State Tax**. The Customer is exempt from payment of Florida State Sales and Use Taxes. The Customer will sign an exemption certificate submitted by AT&T. AT&T shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Customer, nor is AT&T authorized to use the Customer's Tax Exemption Number in securing such materials. AT&T shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

10.22 **Arrears**: AT&T shall not pledge the Customer's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. AT&T further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

10.23 **Access and Audits**: AT&T shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. Customer shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at AT&T's place of business located in Palm Beach County.

10.24 **Inspector General**: Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of AT&T, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements, and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

10.25 **Nondiscrimination**: Customer is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, AT&T warrants and represents

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that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, AT&T represents and warrants that it will comply with the Customer's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, AT&T shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall AT&T retaliate against any person for reporting instances of such discrimination. AT&T shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the Customer's relevant marketplace in Palm Beach County. AT&T understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in Customer contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. AT&T shall include this language in its subcontracts.

10.26 Public Entity Crimes: As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, AT&T certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

10.27 Criminal History Records Check: AT&T, AT&T's employees, subcontractors of AT&T and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. AT&T is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, AT&T acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the Customer. This Agreement may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. Customer staff representing the Customer department will contact AT&T and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. AT&T shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the Customer. If AT&T or its subcontractor(s) terminates an employee who has been issued a badge, AT&T must notify the Customer within two (2) hours. At the time of termination, AT&T shall retrieve the badge and shall return it to the Customer in a timely manner. The Customer reserves the right to suspend AT&T if AT&T 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the Customer regarding a terminated AT&T employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

10.28 Regulations; Licensing Requirements: AT&T shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. AT&T is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

10.29 Scrutinized Companies: As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, AT&T certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if AT&T is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the Customer.

When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, AT&T certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

To the extent AT&T is engaged in business operations in Cuba or Syria, pursuant to F.S. 287.135(4)(b)(1), Customer hereby makes a finding that Customer would be unable to obtain the goods or services for which this Agreement is offered, absent granting an exception to AT&T to enter into this Agreement despite such business operations.

If the Customer determines, using credible information available to the public, that a false certification has been submitted by AT&T, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

10.30 E-verify – Employment Eligibility: AT&T warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of AT&T's

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subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AT&T shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. AT&T shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

Customer shall terminate this Agreement if it has a good faith belief that AT&T has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If Customer has a good faith belief that AT&T's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, Customer shall notify AT&T to terminate its contract with the subcontractor and AT&T shall immediately terminate its contract with the subcontractor. If Customer terminates this Agreement pursuant to the above, AT&T shall be barred from being awarded a future contract by Customer for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, AT&T shall also be liable for any additional costs incurred by Customer as a result of the termination.

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

- A. Keep and maintain public records required by the Customer to perform services as provided under this Agreement.
- B. Upon request from the Customer's Custodian of Public Records, provide the Customer 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. AT&T 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 contract term and following completion of the Agreement, if AT&T does not transfer the records to the public agency.
- D. Upon completion of the Agreement, AT&T shall transfer, at no cost to the Customer, all public records in possession of AT&T unless notified by Customer's representative/liaison, on behalf of the Customer's Custodian of Public Records, to keep and maintain public records required by the Customer to perform the service. If AT&T transfers all public records to the Customer upon completion of the Agreement, AT&T shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If AT&T keeps and maintains public records upon completion of the Agreement, AT&T shall meet all applicable requirements for retaining public records. All records stored electronically by AT&T must be provided to Customer, upon request of the Customer's Custodian of Public Records, in a format that is compatible with the information technology systems of Customer, at no cost to Customer.

Failure of AT&T to comply with the requirements of this article shall be a material breach of this Agreement. Customer shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AT&T 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 AT&T HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AT&T'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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 561-355-6680.

11. DEFINITIONS

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

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AT&T and Customer Confidential Information
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"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Cutover" means the date Customer's obligation to pay for Services begins.

"Effective Date" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"MARC-Eligible Charges" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Service Component" means an individual component of a Service provided under this Agreement.

"Service Publications" means Tariffs, Guidebooks, Service Guides and the AUP.

"Site" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

INTERLOCAL AGREEMENT

E911 State Grant Program

R2021 1441 OCT 05 2021

Palm Beach County Board of County Commissioners and
Florida Department of Highway Safety and Motor Vehicles

911 System Installation Project

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "the Agreement") is made as of the 13th day of August, 2021, by and between the Board of County Commissioners, Palm Beach County, a political sub-division of the State of Florida (herein referred to as "COUNTY"), and the Florida Department of Highway Safety and Motor Vehicles, Division of the Florida Highway Patrol (herein referred to as "FHP").

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities and Public Agencies on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 365.172(2)(e), Florida Statutes, acknowledges the legislative intent that the "911" fee authorized and imposed does not necessarily provide the total funding required to accomplish these purposes; and

WHEREAS, Section 365.173, Florida Statutes defines how 911 fees are collected in the State of Florida and redistributed to the appropriate counties to be used as specified; and

WHEREAS, Section 365.173(2)(d), Florida Statutes, identifies the Board of County Commissioners as the body charged with the appropriation of these funds; and

WHEREAS, the COUNTY and FHP recognize the need and benefits to having and maintaining 911 call and text answering equipment in the FHP Lake Worth Regional Communications Center to provide the exact location of a 911 call originating within the FHP jurisdiction of I-95 and the Florida Turnpike; and

WHEREAS, to accomplish this, the COUNTY and FHP shall implement the Grant awarded in the amount up to \$583,675.00 from the State of Florida E911 Board Grant Program, and

WHEREAS, the COUNTY and FHP consider entering into and performing this Interlocal Agreement to be in the best interest of residents, visitors, and travelers utilizing state roadways, and the health, safety, and welfare of such residents, visitors, and travelers;

Now, therefore, in consideration of the mutual promises contained herein, COUNTY and FHP agree as follows:

ARTICLE 1 – PURPOSE

The purpose of this Agreement is set forth in the above recitals incorporated herein by reference. This Agreement provides for the installation and maintenance of a 911 call and text answering system as described in the Palm Beach County E911 Plan on file with the Florida Department of Management Services. Providing FHP equipment to identify the exact location of a person placing a 911 call or text within their jurisdiction will assist FHP in providing emergency response.

Palm Beach County currently provides and maintains 911 call and text answering equipment to twelve law enforcement agencies and Palm Beach County Fire Rescue. The COUNTY will connect the FHP 911 equipment to the COUNTY Next Generation 911 network as a secondary Public Safety Answering Point (“PSAP”).

The subjects addressed herein and the responsibilities assigned are not all inclusive and it is anticipated that the Palm Beach County 911 system will require future revisions and modifications. As a result, this Agreement does not represent a limitation of 911 issues and may be amended by mutual consent of the parties.

ARTICLE 2 – TERM

- a. The term of this Agreement, unless terminated as provided in Article 5, is for a period of five (5) years. This Agreement shall become effective on the date the Agreement has been executed by both the COUNTY and FHP.
- b. Upon Grant approval by the State E911 Board and receipt of funds, the COUNTY shall provide to FHP, and FHP shall accept, possession of the COUNTY 911 systems and equipment.

ARTICLE 3 – OBLIGATIONS OF THE FHP

- a. FHP shall provide security and back-up power, to include a UPS (uninterrupted power source) to the onsite 911 equipment in accordance with the Florida Emergency Communications Number E911 State Plan (hereinafter referred to as “the State E911 Plan”).
- b. Call takers must maintain current Florida Department of Health Public Safety Telecommunicators certification.
- c. FHP shall promptly notify the COUNTY or its designee (AT&T) of any equipment failure.

- d. FHP shall notify the COUNTY of any service boundary changes within fourteen (14) days of adoption of such changes.
- e. FHP shall provide access to the 911 call and text answering equipment to designated AT&T service technicians for preventive monthly inspection, maintenance, upgrades and emergency service.
- f. FHP will perform no self-service maintenance on COUNTY provided 911 call and text answering equipment.

ARTICLE 4 – OBLIGATIONS OF THE COUNTY

- a. The COUNTY, through the Department of Public Safety, Division of 9-1-1 Program Services, shall provide 911 emergency call and text answering equipment to FHP .
- b. The COUNTY provided 911 system will be a Next Generation 911 system compliant with all standards required by the State E911 Plan.
- c. The COUNTY will provide Language Interpretation Services, monitoring of the network and equipment, analytics, and training to FHP call takers.
- d. The COUNTY will ensure all AT&T service technicians are fingerprint background checked and CJIS certified as required by Florida Department of Law Enforcement for unescorted entry into secure/restricted areas within FHP.
- e. The COUNTY shall be responsible for maintaining a current Master Street Address Guide and GIS mapping.

ARTICLE 5 – TERMINATION

The FHP may terminate this Agreement, at any time, for cause or convenience upon thirty (30) days' notice to the COUNTY. The parties acknowledge that the FHP shall sustain no damages, of any kind or character, as a result of the termination of this Agreement.

ARTICLE 6 – NOTICES

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, return receipt requested, or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Chuck Spalding, 9-1-1 Program Services Director
Palm Beach County Public Safety
20 South Military Trail
West Palm Beach, FL 33415

With a copy to:

Palm Beach County Attorney's Office
301 North Olive Ave. – 6th Floor
WPB, FL 33401

If sent to the FHP, notices shall be addressed to:

Major Keith Gaston, FHP

980 North Jefferson Street

Jacksonville, FL 32209

With a copy to:

Mike McCaskill, FHP

2900 Apalachee Parkway, A-440

Tallahassee, FL 32399

ARTICLE 7 – LIABILITY

Each party to this Agreement shall be liable for its own actions and negligence.

ARTICLE 8 – WAIVER

If the COUNTY shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and the COUNTY shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

ARTICLE 9 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 10 – ENTIRETY OF AGREEMENT

The COUNTY and FHP agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 11 – AUDITS and PUBLIC RECORDS

The FHP acknowledges that its records relating to this Agreement are public records for the purposes of Chapter 119, Florida Statutes, and that it will comply and maintain such records in accordance with Florida's public records laws, the FHP shall maintain records, documents and other evidence to sufficiently establish its performance under this Agreement. Such records shall be maintained in Palm Beach County for at least three (3) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the three (3) year period, the FHP shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. The COUNTY has the right, upon reasonable request and during normal business hours, to inspect, examine or copy said records.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Sections 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the FHP, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

ARTICLE 12 – NO AGENCY

Nothing contained herein is intended to, nor shall create, an agency relationship between the COUNTY and the FHP.

ARTICLE 21 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. FHP warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

ARTICLE 31 - PUBLIC RECORDS

Notwithstanding anything contained herein, FHP, an agency of the State of Florida, and the COUNTY mutually agree to at all times to comply with the requirements of Chapter 119, Florida Statutes. Each party will properly respond to public records request in accordance with their own requirements. In accordance with past practice, FHP will refer all requests for 911 recordings to the County.

Failure of the FHP to comply with the requirements of this article shall be a material breach of this Contract. 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. FHP 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.

R2021 1441 OCT 05 2021

IN WITNESS WHEREOF, the COUNTY and the FHP have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

ATTEST:

Joseph Abruzzo, Clerk & Comptroller

By:

Deputy Clerk

Palm Beach County, By Its
Board of County Commissioners

By:

County Administrator or
Designee

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

Jean Adel Williams
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By:

Stephanie Sejnoha
Stephanie Sejnoha, Director
Department of Public Safety

FLORIDA DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

By:

Mark Hernandez
Mark Hernandez
Chief, Bureau of Purchasing and Contracts

By:

Gene Spaulding
Gene Spaulding
Director of the Florida Highway Patrol

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:

Jonathan P. Sanford
Jonathan P. Sanford
Chief Counsel for Administrative Services