Agenda Item #: 3U-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	July 8, 2025	[x] Consent [] Public Hearing	[] Regular [] Workshop
Department: Submitted by: Submitted for:	Information Systems Services Information Systems Services Public Safety		

I. EXECUTIVE BRIEF

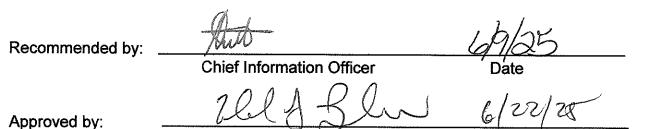
Motion and Title: **Staff recommends motion to receive and file**: the fully executed Addendum Agreement FL25-9002-00 extending service for the existing AT&T Emergency Call Tracking System (ECaTS) and maintain pricing at current rates for a period of 12 months.

Summary: The ECaTS is used to analyze statistics of emergency calls made to the NG911 network Public Safety Answering Points (PSAPs) in order to better serve the citizens of Palm Beach County. This addendum locks in the current price and it does not obligate the County to any particular level of expenditure but continues as a procurement vehicle to obtain services at a set rate as needed. On April 7, 2020, the Board of County Commissioners (BCC) approved a designee to execute future AT&T pricing schedules in order to maintain current rates on existing services. In accordance with County PPM CW-O-051, all delegated contracts, agreements, and grants must be submitted by the initiating Department as a receive and file agenda item. The agreement has been fully executed on behalf of the BCC by the ISS Chief Information Officer. <u>Countywide</u> (DB)

Background and Justification: The BCC approved the AT&T Master Agreement 158865UA (R2023-0958) on July 11,2023. Addendum Agreement FL25-9002-00 extends the pricing at current rates for an additional 12 months.

Attachments:

1. AT&T ECaTS Addendum Agreement FL25-9002-00



County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years Capital Expenditures Operating Costs	<mark>2025</mark> 0 \$39,804	<u>2026</u> 0 \$119,412	2027 0 0	2028 0 0	2029 0 0
External Revenues Program Inc (County) In-Kind Match(County)	(39,804) 0 0	(119,412) 0 0	0 0 0	0 0 0	0 0 0
NET FISCAL IMPACT	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
# Additional FTE Positions (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Is Item Included in Current Budge Does this item include the use of Does this item include the use of	Federal Fund		X No No X X No		
Expense Budget Number:	Fund 1434	Dept 660	Unit 9250 (Obiect var	

Expense Budget Number:Fund <u>1434</u> Dept <u>660</u> Unit <u>9250</u> Object varRevenue Budget Number:Fund <u>1434</u> Dept <u>660</u> Unit varObject var

B. Recommended Sources of Funds / Summary of Fiscal Impact

The fiscal impact is based on the current expenses, but there may be additional expenses if new or replacement equipment needs to be purchased. Funds above are available within the Emergency Communications Number "E-911" FS365.172 fund managed by Public Safety (no ad valorem impact).

FY2025 covers a 3 month period from July to September 2025; FY2026 covers a 9 month period from October 2025 to June 2026.

C. Department Fiscal Review:

III. REVIEW COMMENTS

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

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HUH OFMB GAF 614	
B. Legal Sufficiency:	
All blocky	

Contract Administration CG

Contract Administration \mathcal{Z}^{G} 6/6/2

Assistant County Attorney

C: Other Department Review: Seynoha Digitally signed by Stephanie Sejnoha Date: 2025.05.01 13:43:56-04'00'

Department Director

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



FL25-9002-00 Case Number FL25-9002-00

CUSTOMER ("Customer")	AT&T ("AT&T")		
Palm Beach County Street Address: 301 N Olive Avenue City: West Palm Beach State: FL Zip Code: 33401	For purposes of this Addendum, AT&T Enterprises, LLC, means the Service Provider specifically identified herein.		
Billing Address Street Address: 301 N Olive Avenue City: West Palm Beach State: FL Zip Code: 33401			
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and for Contract Notices		
Name: Archie Satchell Title: Chief Information Officer Telephone: 561-355-3275 Fax: Email: <u>asatchell@pbcgov.org</u> Street Address: 301N Olive Avenue City: West Palm Beach State: FL Zip Code: 33401	Name: Jennifer Downs Telephone: 601-826-8116 Email: jd236u@att.com Street Address: 2180Lake Bivd., 7 th Floor City: Atlanta State: GA Zip Code: 30319 <u>With a copy to</u> : AT&T Enterprises, LLC 208 S. Akard St. Dallas, TX 75202 ATTN: Master Agreement Support Team Email: <u>mast@att.com</u>		

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, LLC, d/b/a AT&T Florida and Palm Beach County ("Customer" or "Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to supplement Master Agreement 158865UA. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

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Offer Expiration: This offer shall expire on: 5/01/2025.

This Agreement signed by AT&T first, is effective upon Customer signature provided that such fully signed Agreement is returned to AT&T not more than forty-five (45) days after AT&T's signature date. Any change made to this document renders the Agreement null and void, except for changes expressly authorized by the terms of *this* Agreement.

Accepted by:

Subscriber: Palm Beach County

By:

Authorized Signature

Souther Printed Name: Methe

Title: Chief Eq. Date:

Company:

BellSouth Telecommunications, LLC, d/b/a AT&T Florida

By: Veronica Danao Authorized Signature

Printed Name: Veronica Danao

Title: Contractor CS, as Signer for AT&T

Date: April 11, 2025

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

/s/ David Behar, Esq.

County Attorney

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Service description:

This Addendum offers an extension to the service period and adds additional rate elements to the Customer's existing E911 Public Safety Answering Position (PSAP) equipment and software.

This Addendum provides for a twelve (12) month service period from the acceptance of this Addendum by the Company.

All terms and conditions of Master Agreement 158865UA apply to this Addendum unless modified herein.

Upon mutual agreement of the parties, Customer may renew this Agreement to provide for an upgrade of the E911 equipment/service. An Upgrade is defined as a replacement of existing equipment to available newer technology at the time of the request.

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Case Number FL25-9002-00 Option 1 of 1

RATES AND CHARGES Option 1 of 1				
	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	ECaTS Monthly Service Fee-for all PSAPs at Palm Beach County	\$.00	\$7,140.00	WJJ27
2	ECaTS Professional Services - per unit	\$100.00	\$.00	WJJ29
3	Infrastructure Capitalization Charge- Professional Services	\$100.00	\$.00	WXX.29
4	Infrastructure Capitalization Charge - Professional Services	\$.00	\$100.00	WXX.2A
5	Software Maintenance	\$.00	\$2,428.00	WXX3G
6	Infrastructure Capitalization Charge Equipment	\$100.00	\$.00	WXX.BJ
7	Infrastructure Capitalization Charge - - Equipment	\$.00	\$100.00	WXX.BK

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RATES AND CHARGES

NOTES:

The 'NOTES' Section of the 'RATES AND CHARGES' pages of the existing Special Service Arrangement is replaced in its entirety with the following:

1. The Customer must subscribe to additional elements set forth in this Agreement within the first twelve (12) months of acceptance of the Agreement. The addition of elements after the initial twelve (12) month period will require a new Special Service Arrangement.

2. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.

3. This Agreement does not cover the following:

damages caused by disasters such as fire, flood, wind, lightning, or earthquake. damages caused by unauthorized disconnects or de-powering of the equipment.

damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.

damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.

damage during shipment other than original shipment to the Customer.

damage caused by consumables or spilled liquids, impact with other objects.

damage caused by any other abuse, misuse, mishandling, misapplication.

damage caused by software viruses, however introduced. This Agreement does not include hardware or software replacement that may be required by the introduction of software viruses or lost data regardless of the cause. Company or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

Except as provided in Note 4 below, in addition, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

4. Hardware not provided by the Company will not be repaired, replaced or maintained by the Company even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the Company before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.

5. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T agreements.

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Case Number FL25-9002-00 Option 1 of 1

6. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

There are no other additions, deletions or changes to the above referenced Special Service Arrangement included in this Addendum. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force and in effect.

All trademarks or service marks contained herein are the property of the respective owners.

END OF ARRANGEMENT AGREEMENT OPTION 1

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