

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER AND WAIVING, BY 5/7THS VOTE, THE CITY'S COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND APPROVING AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE AN AGREEMENT WITH AT&T FOR TURNKEY NEXT GENERATION E911 PUBLIC SAFETY ANSWERING POINT (PSAP) EQUIPMENT AND SOFTWARE, INCLUSIVE OF MONTHLY MAINTENANCE RATES, FOR A FIVE (5) YEAR TERM, IN AN AMOUNT NOT TO EXCEED \$1,081,880.00, FOR THE PURPOSE OF UPGRADING AND MAINTAINING THE CITY'S EXISTING AT&T EQUIPMENT AND NETWORK, AND TO ENHANCE AND FACILITATE THE CITY'S UPGRADE TO NEXT GENERATION 911, WHICH INCLUDES TEXT AND MULTIMEDIA CAPABILITIES.

WHEREAS, on September 11, 2008, the City executed a five-year Special Service Arrangement Agreement ("SSAA") with AT&T (formerly Bellsouth) which provides emergency 911 telephone service and support for the Public Safety Communications Unit ("PSCU") of the City's Department of Emergency Management at both Public Safety Answering Point ("PSAP") locations at 1100 Washington Ave. and 2310 Pine Tree Dr.; and

WHEREAS, in December 2010, once the City accepted hardware purchased under the SSAA at both PSAP locations, the five-year term of the SSAA commenced; and

WHEREAS, AT&T is the industry leader in 911 operations, and has been the City's telephony service provider for many years; and

WHEREAS, AT&T services and maintains 911 systems for some of the City's neighboring municipalities; and

WHEREAS, the City's VIPER 911 system (the "911 System"), which was installed in 2010, has been in production 24 hours a day, 7 days a week, and 365 days a year over the entire five-year term of the SSAA; and

WHEREAS, the City's 911 System continues to function; however, the VIPER 911 software versions that are currently installed on the City's systems have been discontinued. Therefore, no other enhancements or fixes will be available for the current VIPER 911 system hardware or software; and

WHEREAS, an upgrade to the City's current 911 System system is needed to continue to provide a high level of 911 services for the City's residents, business owners, and visitors, as well as the capabilities of receiving and processing text-to-911 service, with future computer-assisted dispatch ("CAD") integration; and

WHEREAS, the City's current 911 System does not support text-to-911 service; and

WHEREAS, Miami-Dade County is in the process of updating its 911 phone systems;
and

WHEREAS, Miami-Dade County has requested that municipalities in the County upgrade their 911 systems as well, in order to deliver text-to-911 services throughout the County; and

WHEREAS, the City and AT&T have been operating under a Master Services Agreement (“MSA”), which was executed by the City on March 15, 2015; and

WHEREAS, the City requested, and AT&T has provided, a new proposal and pricing schedule (the “Agreement”), which includes a refresh of all existing VIPER 911 hardware, call-taking positions, and operating software for both PSAP sites, as well as system software currently covered under the existing SSAA with AT&T, under the “Software Evergreen” program purchased by the City. Moreover, AT&T will provide the software and connection circuits for text-to-911 services along with this equipment upgrade; and

WHEREAS, the proposed new configuration will include a turnkey Next Generation 911 upgrade that will accommodate enhanced functions for CAD integration, storing text-to-911 records, Next Generation call routing, new mapping capabilities and location services; and

WHEREAS, this Agreement covers hardware, software, installation, training, and recurring maintenance for equipment in both of the City’s PSAP locations; and

WHEREAS, the Agreement, and the underlying upgrade to the City’s 911 System, would require a one-time purchase in the amount of \$525,080.00, and annual maintenance fees of \$111,360.00 over the course of a five-year term; and

WHEREAS, the Department of Emergency Management is satisfied with AT&T’s performance under the current SSAA, which has met the general requirements of the City; and

WHEREAS, the City Administration has determined that it is in the best interest of the City's public safety operations to approve and execute the Agreement, in order to provide the City’s end users with the best possible tools to more effectively identify and respond to community risks; and

WHEREAS, City staff has determined that, in consideration of the significant cost savings and benefits provided by AT&T, it is in the best interest of the City to waive the City’s competitive bidding requirement and enter into the Agreement. The City’s 911 System has been an integral part of the City’s 911 operations since 2010. Considerable investment in funds, resources and time has been made in the AT&T system. AT&T is the only VIPER 911 provider in the South Florida area that has a team of eight (8) local VIPER-certified technicians to service the 911 system. AT&T is the only full services provider in our geographic area that can offer the following list of services all under the umbrella of one company one agreement:

- Data provider;
- 911 Services for both Voice and Text-to-911;
- Next Generation 911 ESINET services; and
- 911 hardware, and maintenance provider; and



AT&T ILEC Intrastate Pricing Schedule

Case Number FL17-0049-01

AT&T MA Reference No. 150578UA

Customer	AT&T
City of Miami Beach Street Address: 1700 Convention Center Drive City: Miami Beach State/Province: FL Zip Code: 33139- Country: USA	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary Contact AT&T
Name: Jimmy Morales Title: City Manager Street Address: 1700 Convention Center Drive City: Miami Beach State/Province: FL Zip Code: 33139- Country: USA Telephone: 305-673-7277 Fax: - - Email: CharlesTear@miamibeachfl.gov Customer Account Number or Master Account Number:	Name: Darren Light Street Address: 6021 S. Rio Grande Avenue City: Orlando State/Province: FL Zip Code: 32809- Country: USA Telephone: 407-455-1643 Fax: - - Email: dl4389@att.com Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

This Pricing Schedule shall be void if not executed by Customer and received by AT&T within 30 days of the date AT&T executed the Pricing Schedule, or if Customer alters, adds or deletes any of the provisions in the version executed by AT&T.

Please sign by 5/26/2017.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature]
City Attorney
1-31-17
NK
Date



AT&T ILEC Intrastate Pricing Schedule

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Option 1 of 1

SERVICE: This Pricing Schedule provides a one-time charge for purchase and installation of E911 Public Safety Answering Point (PSAP) equipment and software. The monthly rate for maintenance is also provided.

TERM: This Pricing Schedule is for sixty (60) months. The service interval will be negotiated.

Upon mutual agreement of the parties, Customer may renew this Pricing Schedule 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.



AT&T ILEC Intrastate Pricing Schedule

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RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Infrastructure Capitalization Charge- Equipment	\$25.00	\$.00	WEENW
2	Infrastructure Capitalization Charge- Professional Services	\$25.00	\$.00	WEENY
3	TRAINING	\$642.00	\$.00	WFFDU
4	INSTALLATION	\$3,895.00	\$.00	WFFDV
5	Professional Services1	\$.00	\$11.00	WTT3Q
6	Hardware Maintenance	\$.00	\$147.00	WUU16
7	Software Maintenance	\$.00	\$8.00	WUU17
8	Help Desk	\$.00	\$78.00	WUU18



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RATES AND CHARGES

9	SMA/Evergreen	\$0.00	\$170.00	WUU19
10	E911 Equipment	\$18,238.00	\$0.00	WXX2L
11	Software	\$3,429.00	\$0.00	WXX2M
12	Infrastructure Capitalization Charge- Equipment	\$0.00	\$25.00	WXX97
13	Infrastructure Capitalization Charge- Professional Services	\$0.00	\$25.00	WXX98



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RATES AND CHARGES

NOTES:

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.
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.

7. SPECIAL TERMS AND CONDITIONS FOR PSAP – LAN CONFIGURATIONS OR INSTALLATIONS

CUSTOMER WARRANTS TO AT&T AND ALL 911 EMERGENCY SERVICE USERS THAT THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER, OR PREVIOUSLY SUPPLIED BY AT&T, IS NOT CONNECTED AND WILL NOT BE CONNECTED TO ANY LOCAL AREA NETWORK ("LAN") OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CRIME INFORMATION CENTER NETWORK ("CIC") OR SIMILAR NETWORK; PROVIDED, HOWEVER, THAT CUSTOMER MAY CONNECT SAID EQUIPMENT AND/OR SERVICES TO THE CIC OR SIMILAR NETWORK IF AND ONLY IF SUCH CONNECTION IS EXPRESSLY APPROVED IN WRITING BY AT&T, WHICH APPROVAL SHALL BE IN AT&T'S SOLE DISCRETION. AT&T RELIES ON THIS REPRESENTATION BY CUSTOMER IN AGREEING TO INSTALL AND/OR MAINTAIN SAID EQUIPMENT AND ALL SERVICES THEREON.



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AT&T MAINTAINS A STRICT POLICY ("PSAP NETWORK SECURITY POLICY") THAT IT WILL INSTALL 911 EQUIPMENT ONLY IN A SECURE PSAP LAN, AND ONLY WHERE SUCH LANS ARE NOT CONNECTED TO ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL. AT&T WILL NOT INSTALL OR TERMINATE A PSAP LAN TO A FIREWALL. AT&T WILL IDENTIFY THE DEMARCATION POINT FOR THE PSAP LAN, BEYOND WHICH CUSTOMER AGREES THAT AT&T IS NOT RESPONSIBLE. IN THE EVENT CUSTOMER CONNECTS ITS PSAP LAN TO ANY OTHER COMPUTER NETWORK, CONTRARY TO AT&T'S EXPRESS PSAP NETWORK SECURITY POLICY (WHICH CUSTOMER ACKNOWLEDGES IT HAS RECEIVED AND READ), AND THE PSAP LAN IS INFECTED OR DAMAGED AS A RESULT OF SUCH ACTIONS, THEN ALL WARRANTIES, AND MAINTENANCE AND SERVICE PROVISIONS OF THIS AGREEMENT SHALL BE NULL AND VOID AND AT&T DISCLAIMS ANY LIABILITY WHATSOEVER RELATING TO ANY PSAP LAN WHICH CUSTOMER OR ITS AGENTS CONNECT TO ANY OTHER COMPUTER NETWORK CONTRARY TO THE PSAP NETWORK SECURITY POLICY.

UNDER SUCH CIRCUMSTANCES, AT&T WILL PROVIDE REPAIR SERVICES FOR THE PSAP LAN AT CUSTOMER'S REQUEST, WHICH WILL BE BILLED ON A TIME AND MATERIALS BASIS AT AT&T'S THEN-PREVAILING SERVICES RATES. CUSTOMER ASSUMES THE RISK FOR ANY DAMAGES ARISING IN WHOLE OR IN PART FROM CUSTOMER'S CONNECTION OF THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER TO ANY LAN OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CIC

8. In the event that all or any part of this Agreement is terminated at the Customer's request prior to the expiration of the Agreement term, the Customer will be required to pay the applicable termination charge as stated in this Agreement. The Agreement provisions concerning termination liability shall be inapplicable to any state, county, parish, or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

1. a statute;
2. an ordinance;
3. a policy directive; or
4. a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Absent any official statute, ordinance, policy directive, or constitutional provision, the Customer shall be responsible for the termination charge.

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

END OF ARRANGEMENT AGREEMENT OPTION 1