

Meeting Date
November 15, 2016



AGENDA	
Section	Consent
Item No.	<i>II C. 2</i>

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Board Direction in Response to Proposed AT&T Contract Extension
DEPT/OFFICE:	Information Technology

Requested Action:
 It is requested that the Board of County Commissioners review and approve the attached addendum agreement for an extension of pricing schedule term with AT&T. If the attached addendum agreement is acceptable to the Board, it is also requested that the Board authorize the Chairman to execute the agreement.

Summary Explanation & Background:

After a lengthy RFP process, the Board unanimously awarded Bright House the contract to implement Voice Over IP (VOIP) services at the May 17, 2016 Board meeting. We are currently in the process of implementation of the Bright House VOIP system replacing our current AT&T telephone services.

While the AT&T telecommunication services will no longer be necessary when the system is completely replaced, during the conversion period, these services are essential to keep our system up and running effectively.

The Board approved a contract addendum previously offered by AT&T, which expires on December 12, 2016. Based upon the rates secured in the contract and our current level of services, the contract addendum has a monthly value of \$106,603, which will decrease incrementally as services are disconnected.

The attached proposed contract addendum is critical to the County in that it will keep current AT&T service costs at the contracted rates instead of automatically reverting to month-to-month costs, which are significantly higher. This addendum will also allow the County to disconnect AT&T services with no termination fees.

Fiscal Impact: The contracted rates, for our current level of services, have a monthly value of \$106,603 and rates would be fixed if the Board approves this addendum. If an addendum is not approved, month-to-month rates would increase current costs of services by \$163,422.40/month to approximately \$270,025/month while services are replaced.

Contact: Jeff McKnight, I.T. Director
 Phone: 617-7395

Clerk to the Board Instructions:

Exhibits Attached: Contract Addendum

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager	Department Director / Extension					
Stockton Whitten	Assistant County Manager Frank Abbate	Jeff McKnight, Director, Information Technology Department / x52135					



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

November 16, 2016

MEMORANDUM

TO: Jeff McKnight, Information Technology Director

RE: Item II.C.2., Board Direction for Response to Proposed AT&T Contract Extension

The Board of County Commissioners, in regular session on November 15, 2016, executed and approved the Addendum Agreement with AT&T Incumbent Local Exchange Carrier (ILEC) Intrastate Pricing Schedule for an extension of pricing schedule term. Enclosed are two executed Agreements for your action.

Upon execution by AT&T, please return the fully-executed Agreement to this office for inclusion in the official record.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

Encls. (2)

cc: Contracts Administration
Finance
Budget



Addendum to AT&T ILEC Intrastate Pricing Schedule

Case Number FL16-2307-00

AT&T MA Reference No. 110834UA

CUSTOMER ("Customer")	AT&T ("AT&T")
Board of County Commissions, Brevard County FL Street Address: 2725 Judge Fran Jamieson Way City: Viera State: FL Zip Code: 32940- <u>Billing Address</u> Street Address: 2725 Judge Fran Jamieson Way City: Viera State: FL Zip Code: 32940-	For purposes of this Pricing Schedule, AT&T means the Service Provider specifically identified herein.
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and for Contract Notices
Name: Frank Abbate Title: Assistant County Manager Telephone: 321-633-2004 Fax: - - Email: frank.abbate@brevardcounty.us Street Address: 2725 Judge Fran Jamieson Way City: Viera State: FL Zip Code: 32940-	Name: Tom Gill Title: Account Manager Telephone: 407-826-6567 Fax: - - Email: tg5181@att.com Attention: Assistant Vice President Street Address: 2180 Lake Blvd., 7 th Floor City: Atlanta State: GA Zip Code: 30319 <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 Addendum ("Addendum") 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.

THE UNDERSIGNED PARTIES, AT&T Florida, ("Company") and Board of County Commissioners, Brevard County, FL ("Customer"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Pricing Schedule FL05-1745-01. This Addendum is based upon the following terms and conditions as well as any Attachment(s) affixed and the apFL05-1745-01 appropriate lawfully filed and approved Guidebooks which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 3/6/2017.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: JIM BARFIELD	Printed or Typed Name:
Title: CHAIRMAN	Title:
Date: 11/15/16	Date:



Addendum to AT&T ILEC Intrastate Pricing Schedule

Case Number FL16-2307-00
Option 1 of 1

Service description:

This Addendum to Pricing Schedule FL05-1745-01 provides for an extension of Pricing Schedule Term for MegaLink Plus service, MegaLink® service, BellSouth® Metro Ethernet service and Primary Rate ISDN – Voice/Data (Standard) service, LightGate service, SMARTRing OC-48+ service, and Business Lines as part of Basic Local Exchange Service.

This Addendum provides for the exercise of the Third, and final, one year extension of the Addendum Agreement between the parties previously executed by the County on December 1, 2011 (as authorized by the Board of County Commissioners on January 1, 2011) and by AT&T on December 12, 2011 pursuant to Brevard County RFP 4-05-11; however, the extension will be implemented in four (4) 3 month service periods, the first extension beginning on December 13, 2016 and will automatically be extended for each of the additional three (3) month terms unless the County issues written notice to AT&T no less than seven (7) calendar days, from the beginning date of the next three (3) month service period, of the County's termination of this Agreement to be effective at the end of the then existing extension. The extensions shall not be effective beyond December 12, 2017.

All terms and conditions of Pricing Schedule FL05-1745-01 apply to this Addendum unless modified herein.



Addendum to AT&T ILEC Intrastate Pricing Schedule

Case Number FL16-2307-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	There are no changes to the existing rate elements.	\$.00	\$.00	



Addendum to AT&T ILEC Intrastate Pricing Schedule

Case Number FL16-2307-00
Option 1 of 1

RATES AND CHARGES

NOTES:

The following three paragraphs are added to Pricing Schedule FL05-1745-01:

EARLY TERMINATION – PRIMARY RATE ISDN SERVICE

If Customer migrates an AT&T ILEC PRI Service or Service Component, including DS1 used as transport for AT&T ILEC PRI Service (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service, then AT&T will waive the Early Termination Charge directly resulting from terminating the Terminated ILEC Service if:

- (1) the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
 - (2) the term for the replacement agreement is equal to or greater than the remaining term for the Terminated ILEC Service;
 - (3) the replacement AT&T BVoIP Service is installed or available at the same Customer sites as the Terminated ILEC Service; and
 - (4) activation of the replacement AT&T BVoIP service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.
- 5) In the event of early termination of AT&T ILEC Service or Service component, including DS1 used for transport for AT&T ILEC PRI Service, AT&T shall waive the Early Termination Charge directly resulting from terminating the ILEC Service if the Customer provides written notice at least 30 days in advance of the termination date. Email is an acceptable form of notice.

EVOLUTION OF SERVICE – METRO ETHERNET SERVICE

AT&T may replace the Metro Ethernet service with AT&T Switched Ethernet Service ("Successor Service"), subject to the Materially Adverse Change clause of the Master Agreement. The Parties will cooperate in migrating to the Successor Service to help avoid any unintended interruptions.

SERVICE AND SERVICE COMPONENT WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	All Services/Service Components available under this Pricing Schedule.
<p>The Applicable Services/Service Components identified above ("Affected Services") are expected to evolve into or be replaced by more technologically advanced services over time as part of AT&T's network modernization initiatives. As the footprint and availability of new or more advanced versions of such services ("Successor Services") expands, AT&T may replace any existing Affected Services or fulfill any new order for such services purchased under this Pricing Schedule with a Successor Service, subject to the materially adverse change provision of the Master Agreement.</p> <p>The Eligible Replacement Service(s) will be identified adjacent to the corresponding Affected Service in the General Provisions. Such Eligible Replacement Service(s) shall be provided to Customer pursuant to the terms of the applicable Service Publication.</p>	

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



Addendum to AT&T ILEC Intrastate Pricing Schedule

Case Number FL16-2307-00
Option 1 of 1

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.

END OF ARRANGEMENT AGREEMENT OPTION 1