

# COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date:	2/15/2018		Meeting Date:	3/1/2018
Name:	Tom Brazil		Department:	9-1-1 Communications Center Manager
Division Manager's Signature:		Ben Scatt		

## 1. Nature and purpose of agenda item:

Obtain copy of AT&T ALI & MASG databases for comparison to our in-house GIS data for anticipated change of our 911 call taking mapping solution to be funded in the E-911 Rural Spring Grant.

## 2. Recommended Motion/Action:

There is no recommended motion or action.

## 3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 001-2510-525.30-41

BOARD OF COUNTY COMMISSIONERS 

COLUMBIA COUNTY

## **MEMORANDUM**

DATE: February 15, 2018

TO: Ben Scott County Manager via Scott Ward Assistant County Manager

FR: Thomas W. Brazil Manager / 911 Coordinator 911 Communications Center

RE: AT&T Snapshot of ALI & MSAG Database

For some time the 911 Communications Center has been working with our 911 service provider (AT&T) and our 911 maintenance vendor (AK Associates) to replace the mapping solution on of Aidbus Vesta call taking system. The current mapping solution is Vela Maps, which is no longer supported, or updated by the manufacturer. He have obtained quotes from various vendors for a replacement mapping solution that is ESRI based to be compatible with our County GIS database, as well as being locally updatable. The low bid for this mapping solution was from the company Datamaster and we plan to apply for funding for this 911 mapping solution in the Florida E-911 Board Spring Grant cycle.

To facilitate this change of our mapping solution, our first step is to do a database comparison of the Automatic Location Identification (ALI) database maintained by AT&T and the Master Street Address Guide (MSAG) database maintained by Intrado/West, under contract with AT&T. AT&T has provided a quote for their producing this data in an Excel format for us to do our comparison. The cost for this data is a one-time charge of \$998.00. AT&T provided a cost breakdown for our Database Snapshot as follows:

In 2016 there were 23,995 total hard wire telephone lines in AT&T records.

This Snapshot COST will be : (One-time charge)

\$31 per 1000 Linesx24=\$744Preparation Charge=\$194Excel Format Charge=\$60

TOTAL \$998 One- time charge.

I am seeking Board approval to enter into the Special Service Agreement with AT&T in the amount of \$998.00 for this service.

BOARD MEETS THE FIRST THURSDAY AT 5:30 P.M. AND THIRD THURSDAY AT 5:30 P.M.



This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, LLC d/b/a AT&T Florida, ("Company") and Columbia County ("Customer" or "Subscriber"). This 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.

- Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
- 2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
- 3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein and except as otherwise provided in Section 13 below, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
- 4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
- 5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
- 6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
- 7. (a) If Subscriber cancels this Agreement or a Service provided pursuant to this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff or stated elsewhere in this Agreement,

termination charges are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the State of Florida.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company BellSouth Telecommunications, LLC d/b/a AT&T Florida Assistant Vice President 2001 NW 64TH ST - STE 300 Ft Lauderdale, FL 33309-

Subscriber Columbia County 263 NW Lake City Ave Lake City, FL 32055-

- 10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 13. Customer and Company acknowledge and agree that to the extent the Service provided under this Agreement is deregulated or de-tariffed by operation of law, regulation, or otherwise, all references in this Agreement to "BellSouth General Subscriber Services Tariff", "BellSouth tariffs", "BellSouth's lawfully filed tariffs", or any other reference to BellSouth's tariffs on file with the Public Service Commissioner(s) of the applicable state or states shall be deemed reference to the terms set forth in this Agreement, as well as the Service



Descriptions and Price Lists and the BellSouth Service Agreement, all of which can be found at the link found at <u>http://cpr.bellsouth.com/</u>, all incorporated herein by reference as if fully included herein. Customer agrees such deregulated or de-tariffed Service shall be provided in accordance with the terms and conditions set forth in this Agreement, the Service Descriptions and Price Lists for each applicable state or states and the BellSouth Service Agreement found at the link above. To the extent there exist any discrepancies or inconsistencies between the terms set forth in the body of this Agreement and those incorporated by reference, the terms and conditions set forth in the body of this Agreement shall govern.

14. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions including all terms set forth in the Service Descriptions and Price Lists found at <a href="http://cpr.bellsouth.com/">http://cpr.bellsouth.com/</a>, as applicable. Customer further agrees that this Agreement and any attachments hereto, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties. The undersigned warrant and represent that they have the authority to bind Customer and Company to this Agreement.



Case Number FL18-0277-00 Option 1 of 1

Offer Expiration: This offer shall expire on: 6/13/2018.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement provides E9-1-1 Database Snapshot. This information is provided to the Company's E9-1-1 Subscribers which are current subscribers of the Company's tariffed E9-1-1 ANI/ALI or ANI/ALI/SR service.

This Agreement is on a month-to-month basis. A request of one (1) Database Snapshot per month is allowed.

The service interval will be negotiated.



Case Number FL18-0277-00 Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber: Columbia County

By:
Authorized Signature
Printed Name:
Title:
Date:
Company: BellSouth Telecommunications, LLC d/b/a AT&T Florida
By:Authorized Signature
Printed Name:
Title:

Date: \_\_\_\_\_



Case Number FL18-0277-00 Option 1 of 1

#### RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	E9-1-1 Database Snapshot, Per Request, Per 1,000 Records	\$31.00	\$.00	WGGLF
2	E9-1-1 Database Snapshot, Conversion of .txt file to Excel format, Per Conversion	\$60.00	\$.00	WHH6Y
3	E9-1-1 Database Snapshot, Overnight delivery of E9-1-1 Database Extract, Per Request	\$45.00	\$.00	WHH6Z
4	Contract Preparation Charge	\$194.00	\$.00	WGGVF



#### RATES AND CHARGES

#### NOTES:

1. Database Snapshot provides the information contained in the Company's E9-1-1 Database for a specified geographical location at a designated period in time. This information is provided to E9-1-1 Subscribers which are current subscribers of the Company's tariffed ANI/ALI or ANI/ALI/SR service.

2. The Subscriber will be responsible for all long distance charges incurred when accessing the database.

3. The following guidelines will be applicable to Subscribers of this service:

a. The Subscriber shall limit the use of the information contained in the Database Snapshot to the verification of documents, records or other information used in the provision of the E9-1-1 service provided by the Company and for no other purpose. The information cannot be sold or used for outbound emergency notification.

b. The Subscriber further understands and agrees that it is strictly prohibited from reproducing, publishing, reselling, disclosing, tampering with, or providing access to information included in the Database Snapshot for any purpose other than the verification of its E9-1-1 customer records, documents, or other information used in the provision of the E9-1-1 service provided by the Company.

c. The Subscriber agrees that the Database Snapshot shall be password protected and secure from entry by non-authorized personnel.

d. The Subscriber understands and agrees that the Company shall not modify its network operations or protocols to accommodate PSAP equipment.

e. The Subscriber recognizes and agrees that the Database Snapshot contains the name, address and telephone number of subscribers who have instructed the Company to restrict access to the information through the designation of the information for unpublished and non-published treatment. The Subscriber further recognizes and agrees that such information is confidential and such information will be protected from disclosure, distribution or dissemination except for Subscriber's employees involved in the provision of E9-1-1 service with a need to know such information.

f. All confidential information shall be destroyed or promptly returned to the Company at the Company's request.

g. The Subscriber agrees in the event any breach of this Agreement occurs that monetary damages would not be sufficient and the Company would be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement.

4. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the tariff apply.

#### **END OF ARRANGEMENT AGREEMENT OPTION 1**



Case Number FL18-0277-00 Option 1 of 1