



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** July 18, 2019

Staff Contact: Carol Akers and Sheriff Ken Furlong

Agenda Title: For Possible Action: Discussion and possible action regarding Amendment No. 1 to Contract No. 1617-097, 911 Phone Services with AT&T Corp., for a monthly increase of \$335 for one additional E911 Public Safety Answering Point (PSAP) and a one-time installation charge of \$4,166. (Carol Akers, CAkers@carson.org and Sheriff Ken Furlong, KFurlong@carson.org)

Staff Summary: On January 19, 2017 the Board of Supervisors approved Contract 1617-097 for 911 Phone Services with AT&T Corp. for five (5) years for a total amount of \$877,332.80 to be funded from the 911 Surcharge Fund. This amendment is for the purchase and installation of one additional E911 Public Safety Answering Point (PSAP), equipment and software which will be added to the City's system.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

Proposed Motion

I move to approve Amendment No. 1 as proposed.

Board's Strategic Goal

Safety

Previous Action

On January 19, 2017 the Board of Supervisors approved Contract 1617-097, for 911 Phone Services with AT&T Corp. for an annual amount of \$174,598.56 for five (5) years for an amount of \$872,992.80, plus a one-time charge of \$4,340, for a total amount of \$877,332.80 to be funded from the 911 Surcharge Fund.

Background/Issues & Analysis

This will make it possible to use cell phones to send a text message to the 911 operators in Carson City. This means if a citizen is unable to talk, they can still contact 911 for their emergency.

While this feature has been available in certain areas of the country for a few years, it is just now available for PSAPs in Northern Nevada through AT&T. In order to receive Text to 911 calls, the PSAP will be charged a higher monthly fee, as well as a one-time charge to start service.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115(1)

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: 911 Surcharge Fund Account / 2872040 500432

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Currently the budget for the one-time payment of \$4,166 from the 911 surcharge fund (287-2540-422.04-32) is in FY19, which will carry over to FY20. The additional monthly payment (\$335) is currently budgeted in the 911 surcharge fund (2872040 500432) in the FY20 budget.

Alternatives

Do not approve purchase and provide alternative direction to staff.

Attachments:

[Carson City Hosted E911 201106030053UA - Amendment 1.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



**AT&T HOSTED E9-1-1 SERVICES
Pricing Schedule Amendment # 1**

Customer	AT&T	AT&T Sales Contact (for notices)
Carson City County E911 Street Address: 911 E. Musser St City: Carson City State/Province: NV Zip Code: 89701 Country: USA	Nevada Bell Telephone Company, d/b/a AT&T Nevada.	Name: Kent Ames Street Address: 3707 Kings Way City: Sacramento State/Province: CA Zip Code: 95821 Country: USA
Customer Contact (for notices)	AT&T Contact (for notices)	AT&T Solution Provider or Representative Information (if applicable)
Name: Karin Mracek Title: Communications Manager Street Address: 911 E Musser St City: Carson City State/Province: NV Zip Code: 89701 Country: USA Domestic / International / Zip Code	Street Address: 3707 Kings Way City: Sacramento State/Province: CA Zip Code: 95821 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	Street Address: City: State/Province: Zip Code: Country: Domestic / International / Zip Code: Fax: Email: Sales/Branch Manager: SCVP Name:

This Amendment # 1 to Pricing Schedule for Hosted E911 Services is part of the Agreement between AT&T and Customer referenced above.

AGREED: Customer

AGREED: AT&T

By: _____

By: _____

(by its authorized representative)

(by its authorized representative)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)

Amendment # 1 to

AT&T Hosted E911 Services Pricing Schedule

SERVICE DESCRIPTION

This Amendment provides a one-time charge for purchase and installation of additional E911 Public Safety Answering Point (PSAP) equipment and software which will be added to Customer's system. The monthly rate for maintenance is also provided.

This services in this Amendment are included in the existing term. The service interval for the added equipment and software will be negotiated.

PRICING

Quantity	Item	Monthly Recurring Charge	Installation Charge
1	SMS to 911 PSAP West TCC	\$335.00	\$4,166.00

Tax Rate: 0.00%

RATES AND CHARGES NOTES:

1. The Customer must subscribe to additional elements set forth in this Amendment within the first twelve (12) months of acceptance of the Amendment. 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 Amendment 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 Amendment 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.

Amendment # 1 to

AT&T Hosted E911 Services Pricing Schedule

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 acknowledges that the Equipment and Services provided under this Agreement are designed for use in an IP-enabled NextGen 911 environment and that operating in an IP-enabled environment will pose risks that may have not been part of operating in an analog, selective-router based network environment. AT&T has agreed to provide Customer with protections, such as a network-based firewall and/or the use of AT&T Virtual Private Network connectivity services to help minimize the risks of operating in an IP-enabled environment. However, Customer's Equipment and local area network will be able to access, and be exposed to, the public internet. Customer's Equipment and local network connections may be vulnerable to data mining and other increased security risks, including malware and DDoS attacks. Customer assumes all responsibility for the security of its NG9-1-1 equipment connected to any external network, including compliance with any security recommendations made by the solution manufacturer as well as any security requirements established by AT&T. Customer further agrees to assume the risk for any claim by a third party which arise 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.

8. In the event that all or any part of this Amendment is terminated at the Customer's request prior to the expiration of the Amendment term, the Customer will be required to pay the applicable termination charge as stated in this Amendment. The Amendment 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.