

R-19-62

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDMENT TO THE CITY'S SERVICE APPLICATION CONTRACT FOR ENHANCED 9-1-1 UNIVERSAL EMERGENCY NUMBER SERVICE WITH AT&T; AND FOR OTHER PURPOSES.

WHEREAS, there currently exists a service application contract between the City of North Little Rock (the "City") and AT&T (formerly Southwestern Bell Telephone Co.) which agreement was first entered into on November 16, 1987 and later amended on July 12, 2004 (Resolution No. 6621), August 13, 2007 (Resolution No. 7145), and August 13, 2012 (Resolution No. 8125); and

WHEREAS, the City desires to amend its Special Service Arrangement (SSAR) Application, Emergency Number Service (E9-1-1) with AT&T to include equipment upgrades and leased services; and

WHEREAS, the monthly recurring charges paid to AT&T will come from fees charged to customers, and a portion of the non-recurring \$306,339.93 (plus applicable taxes) charge for system upgrades will be reimbursed to the City by the Arkansas Emergency Telephone Services Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into a Special Service Arrangement (SSAR) Application, Emergency Number Service (E9-1-1) contract with AT&T (substantially similar to Exhibit A attached hereto).

SECTION 2: That the non-recurring charge of Three Hundred Six Thousand Three Hundred Thirty-Nine & 93/100 Dollars (\$306,339.93), plus applicable taxes, for system upgrades is hereby appropriated from the General Fund, with a portion to be reimbursed to the City by the Arkansas Emergency Telephone Services Board.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

Joe A. Smith

Mayor Joe A. Smith

by AF

ATTEST:

Diane Whitbey, City Clerk

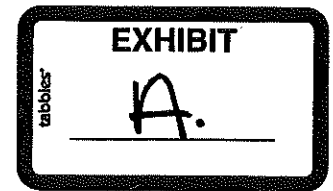
APPROVED AS TO FORM:

Amy Beckman Fields

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/cf

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|--|-----------------------------|------|-------|------|
| FILED | <u>10:45</u> | A.M. | _____ | P.M. |
| By | <u>City Atty Amy Fields</u> | | | |
| DATE | <u>4-2-19</u> | | | |
| Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas | | | | |
| RECEIVED BY | <u><i>J. Thomas</i></u> | | | |



SPECIAL SERVICE ARRANGEMENT
(SSAR) APPLICATION EMERGENCY
NUMBER SERVICE (E9-1-1)

CITY OF NORTH LITTLE ROCK,
ARKANSAS

Southwestern Bell Telephone Company dba AT&T Arkansas (hereinafter "Company" or "AT&T") and CITY OF NORTH LITTLE ROCK, ARKANSAS (hereinafter "Customer") hereby agree to amend the original Service Application for Universal Emergency Number Service (E9-1-1) of CITY OF NORTH LITTLE ROCK, ARKANSAS, signed by the CITY OF NORTH LITTLE ROCK MAYOR on 11/16/1987 (collectively "Application") as follows:

1. On and after the effective date, Company agrees to charge and Customer agrees to pay a non-recurring charge of \$306,339.93 for services rendered Pursuant to the Application for the CITY OF NORTH LITTLE ROCK 911 Centers to which Company provides service on the effective date of this Amendment. These charges will be in addition to the charges as set forth in the original Application. A non-recurring charge shall be billed for each site when the Customer orders the equipment for that site. The monthly recurring charge for each site shall start when the equipment is installed, and Customer accepts the equipment for that site; provided, however, that if Customer neither accepts nor rejects the equipment within thirty (30) days of installation, the equipment shall be deemed to be accepted. Description of services are as follows: **Replacement of existing AT&T 911 Leased System, to 6 Positions of AT&T Hosted Next Gen 911 system, GIS Mapping, and MIS. These are leased services from AT&T. Taxes not included in above charges-**
2. Customer and Company agree that the damage to Company in the event that Customer terminates the Application before it expires is not readily susceptible to calculation. If Customer terminates the Application prior to the end of its term, therefore, Customer agrees to pay Company a termination charge equal to one-half of the payments remaining for the balance of the Term (Termination Charge).
3. Upon the approval of the North Little Rock City, Council, the Term of this Application shall be sixty months from the date of acceptance by each PSAP for the Customer Premises Equipment (CPE) supplied under this Agreement, including the approval to extend the Application for an additional 60 months, if determined by the Customer that extension is in its best interest. The Application shall not be extended if either Party gives written notice, not less than ninety (90) days prior to the completion of the term, to the other Party of its intent not to extend. If neither Party serves notice of its intent not to extend the Application as amended, it will renew automatically on a month to month basis; provided however, that during said renewal period either Party may terminate the Application on ninety (90) days' notice to the other Party. Should Company give notice of its intent not to extend the term of the Application, and Customer cannot reasonably make alternative arrangements to obtain maintenance services or replacement equipment provided for under this Amendment, Customer can request, and Company shall not unreasonably withhold its consent to an additional one-hundred- eighty (180) day extension of the Application.
4. Except for the specific additions and/or deletions specified in the amendment of Exhibit, all terms and conditions of the Application apply, and supersede any and all prior agreements, arrangements and understandings relating to the subject matter

hereof. Together with the Company's tariffs, the Application as amended sets forth the entire understanding of the parties. Neither party has made any representation, promise inducement or statement of intention that is not embodied in the original Service Application, or the amendments thereto.

5. Except as specifically set forth herein or in Company tariffs on file with the Arkansas Public Service Commission, Customer shall not receive ownership, exclusive use or any other right or interest in the facilities, including the customer premise equipment, used by Company to furnish the services provided hereunder.
6. If federal or state law prohibits the Customer from executing any agreement that crosses its fiscal year, then the term of this Application shall be deemed to be through its fiscal year, and automatically renewable at the beginning of each fiscal year through the period specified elsewhere in the Application. In the event that Customer is unable to obtain funding for the next fiscal year for the services specified in this Application, then this Service Application shall terminate at the end of the last fiscal year for which funding is appropriated and Customer shall not be obligated to pay Termination Charge described above; provided, however, that Customer agrees to make reasonable efforts to obtain funding. In the event that it is determined by an administrative agency or court of law that this Service Application violates any laws, ordinances or regulations, or in the event a court of law determines that this contract breaches other obligations of the Customer, then AT&T and the Customer each has the option of terminating this Application with no further obligation to the other party.
7. The term "E9-1-1 Service" herein shall have the same meaning as that set forth in the Application.
8. "E9-1-1 Service" is subject at all times to the tariffs of the Company, and the rules and regulations promulgated, issued and/or approved by the Arkansas Public Service Commission. Should any conflict arise between the terms of this Application and the Company's tariffs, the Company's then-existing tariffs shall prevail. If such tariffs are removed and not replaced, the terms of the then-existing tariffs shall be incorporated by reference herein, including without limitation all disclaimers of warranties and limitations of liability and remedy.
9. Company and Customer hereby agree that each will fully cooperate with the other to perform all necessary acts in order to facilitate the provision of "E9-1-1 Service".
10. If any article, paragraph, clause or provision, or any portion thereof, of this Service Application is determined invalid or unenforceable, either judicially or administratively, such judgment shall not affect, impair or invalidate the remaining articles, paragraphs, clauses or provisions hereof, the intention being that the various articles, paragraphs, clauses or provisions hereof are severable.
11. All communications and notices required by or relating to this Application shall be deemed to have been made upon receipt by the addressee. All communications and notices required by or relating to this Application shall be addressed to the respective parties as follows:

If to the Customer:
CITY OF NORTH LITTLE ROCK Communications 1200 N Sycamore
NORTH LITTLE ROCK, AR

and, if to the Company:
AT&T E9-1-1 Public Safety C/O Justin L. Vaughn
1111 W CAPITOL AVE RM 585 NORTH LITTLE ROCK, AR 72201
Attention: JUSTIN L VAUGHN

The above addresses may be changed at any time by giving ten (10) days prior written notice either by hand delivery or by certified mail, return receipt requested.

12. This Application shall be governed by and construed in accordance with the laws, court decisions and administrative law decisions of the State of ARKANSAS; provided, however, should either party desire to pursue any claim or cause of action against the other relating to this Application, the "E9-1-1 Service" included herein, notwithstanding any provision of any statute, law, city charter, ordinance or court decision to the contrary, the party desiring to assert such claim or cause of action must do so either in the U.S. District Court for the Eastern District of Arkansas or the Circuit Court of Pulaski County, Arkansas, Sixth Judicial District within four (4) years of the date that such claim or cause of action first arose or said claim or cause of action shall be forever barred.
13. The Customer warrants to the Company that the person executing this Agreement on its behalf is duly authorized to execute this Amendment, and that all necessary action has been taken by the Customer's governing body to authorize the execution of Agreement.

[Signatures are on the Next Page]

EXECUTED in duplicate originals as of the date(s) set forth below the parties' respective signatures.

CITY OF NORTH LITTLE ROCK, ARKANSAS

BY: _____

NAME: _____

TITLE: MAYOR

DATE: _____

SOUTHWESTERN BELL TELEPHONE COMPANY
DBA AT&T ARKANSAS

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST:

DIANE WHITBEY, CITY CLERK

DATE

Reviewed and Approved by:

CITY OF NORTH LITTLE ROCK

AMY BECKMAN FIELDS
CITY ATTORNEY

BY: _____
DEPUTY CITY ATTORNEY

DATE