



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/06/06

SUBJECT: Bellsouth Public Safety Circuit Renewal Agreement

DEPARTMENT: INFORMATION TECHNOLOGY DEPARTMENT

RECOMMENDED MOTION:

Staff recommends that Council authorize the agreement of the attached agreement with Bellsouth continuing service for an additional 37 months.

SUMMARY:

Staff is recommending the renewal of the communication service agreement connecting the Police Department and Fire Stations 72 and 74. The expansion of the City's fiber optic network has reduced the necessity for continuing service at Fire stations 71 and 73. Staff is further recommending that the bandwidth be increased at Fire stations 72 and 74 to improve service levels. The attached Memorandum contains the change details and an Original Agreement for your review. Approval of the Agreement will provide the Fire stations with additional bandwidth without further cost and \$444.80 per month reduction. Should you have questions, contact: William R. Whitson, Assistant City Manager, or Tom Fitzgerald, IT Manager

ATTACHMENTS: Ordinance Resolution Budget Resolution

Other Support Documents/Contracts Available for Review in Manager's Office

DEPARTMENT HEAD

Signed *William R. Whitson* Date 5/30/06

FINANCE DEPARTMENT

Approved as to Budget Requirements *[Signature]* Date 5/30/06

CITY ATTORNEY

Approved as to Form and Legality *[Signature]* Date

CITY MANAGER

Approved Agenda Item For: 6/6/06

COUNCIL ACTION: Approved as Recommended Disapproved Tabled Indefinitely
 Continued to Date Certain Approved with Modification:

Tom Fitzgerald

4/12/06



Tom
Sounds good to me.
I will send this
forward for the CM
approval. Thanks for
your efforts.

William

Memorandum

The City of Port Orange
INFORMATION TECHNOLOGY DEPARTMENT

DATE: April 12, 2006
TO: William Whitson, Assistant City Manager
CC:
FROM: Tom Fitzgerald, IT Manager
SUBJECT: Bellsouth Frame Relay Renewal

Ken
Please review
& approve.

John
WA

The purpose of this memo is to recommend the renewal of the Bellsouth Public Safety circuits connecting the Police Department and Fire Departments. The chart below depicts the current month rates and proposed bandwidth increases with overall reduced rates.

	<u>Current</u>	<u>Proposed</u>
Station 1	\$218.41	\$ 0
Station 2	\$218.41	\$ 270.00
Station 3	\$218.41	\$ 0
Station 4	\$218.41	\$ 270.00
Police	\$467.41	\$ 356.25
Monthly	\$ 1,341.05	\$ 896.25
Annual	\$16,092.60	\$10,755.00

Fire stations 1 and 3 are on the City's fiber optic communications network and no longer require outsourced bandwidth service. The execution of this contract quadruples the bandwidth at the other two Fire stations. Please discuss with the City Manager and execute as soon as you can so we may increase quality of service at the stations as well as reducing reoccurring costs. If you need further details please let me know.

4/25/2006
4/25
Let's proceed forward
Set a DT together
for City Council
Approval -
Tom

Letter of Election

City of Port Orange ("Subscriber") requests BellSouth Telecommunications, Inc. ("Company") to provide the following Service at Subscriber and Company locations as detailed in the Service Attachment. The Service included in this Agreement is:

Frame Relay Custom Entry

The Company will provide the requested Service under the terms and conditions stipulated in the governing tariff. Tariff references providing the basis for this Agreement are detailed in the Service Attachment. Important tariff provisions relating to the requested Service include, but are not limited to:

I. General Terms and Conditions:

1. The Company will furnish, install, maintain and provide maintenance of the Service in accordance with the Company's lawfully filed tariffs. The service period shall begin on the date Service is installed and billing begins ("Service Period"), unless specified otherwise in the tariff.
2. The Subscriber agrees to pay the Company for the provision of the Service based on the selected length of term described in the tariff. This monthly rate will continue for the elected Service Period and will not be subject to Company initiated change during this period.
3. The Service Period, monthly recurring charges, and non-recurring charges for this Agreement are detailed in the Service Attachment.
4. In the event the Service is terminated prior to the expiration of the Service Period, the Subscriber shall pay Termination or Cancellation Charges as specified in the tariff. The appropriate tariff sections shall govern moves of service, upgrades to a higher level of service, and changes in jurisdiction.
5. The Service Attachment describes the quantity of Service the Subscriber has ordered. Should the Subscriber desire to add or change Service, the Company agrees to do so under the terms and conditions of the tariff and the Subscriber agrees to pay any additional charges resulting from the change or addition.
6. In the event the Service requested by the Subscriber is cancelled prior to establishment of Service, but after the date of ordering reflected herein, the Subscriber is required to reimburse the Company for all expenses incurred in handling the request before the notice of cancellation is received. Such charges will not exceed the sum of all charges that would apply if the work involved in complying with the request had been completed.
7. The Subscriber agrees to pay any added costs incurred by the Company due to Subscriber initiated change in the location of the requested Service prior to the time the Service is installed.
8. Surcharges, such as end user common line, local number portability, federal universal service charge, etc., that may be included in an Agreement Attachment, are not affected by the Agreement's terms and conditions and are subject to change.

II. Custom Entry

1. Items 1-8 in Section I and the following apply.
2. This Agreement shall be extended for additional one-year terms under the terms and conditions provided in the tariff unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.
3. Service Periods may also be renewed prior to expiration in accordance with regulations and rates then in effect.
4. Suspension of Service is not permitted for the requested Service.



Initial: _____

Date: _____

Letter of Election

5. Service may be transferred to another Subscriber at the same location upon prior written concurrence from the Company. The new subscriber to whom the Service is transferred will be subject to all tariff provisions and equipment configurations currently in effect for the present Subscriber.
6. Recognition of previous service may be given to the Subscriber who renews an existing Arrangement or converts from month-to-month billing, under circumstances detailed in the tariff. This Agreement period includes 0 months for recognition of previous service.

III. Frame Relay

1. Items 1-8 in Section I, items 1-6 in Section II and the following apply.
2. If you are purchasing a BellSouth Fast Packet Transport Service (BellSouth Frame Relay Service, BellSouth Asynchronous Transfer Mode Service, or BellSouth Metro Ethernet Service) or a BellSouth Digital Network Service (BellSouth MegaLink Service, BellSouth MegaLink Channel Service, BellSouth LightGate Service, BellSouth SMARTRing Service, or BellSouth Wavelength Service) under this Agreement, such service may only be purchased by Customers whose traffic on this service will be at least 90% intrastate. Customer is responsible for complying with this requirement, and by ordering or accepting such service under this Agreement, Customer is representing to the Company that its traffic on the service will be at least 90% intrastate.

This Agreement is effective when executed by the Subscriber and accepted by the Company, and is subject to and controlled by the provisions of the Company's lawfully filed tariffs, including any changes therein as may be made from time to time.

Subscriber Name _____

Signature _____ Date _____

Printed Name _____ Title _____

BELLSOUTH TELECOMMUNICATIONS, INC.

Signature _____ Date _____

Printed Name _____ Title _____



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Attachment #1 (continued)

Location #2: Firestation ~~74~~ 72 JTA

Location #3: ~~Firestation 74~~ POLICE JTA

Initial: _____

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Attachment #1

Frame Relay
 State Tariff: *Florida GSST Tariffs*
 Service Period: **37 months**

This attachment includes all rate elements required for **Frame Relay**. Those subject to rate stabilization are indicated in the **A40.1 (GSST) Tariff**. Other charges mandated by Federal, State, or Local statutes may also apply.

Frame Relay (FL)	Qty	USOC	Non -	Recurring	Recurring
Option: Connection to Customer Premises					
Location #1					
<i>NPA/NXX: 386/767</i>					
<i>Serving CO: DYBHFLPODS0 (386/767) - BellSouth Telecomm, Inc. - FL</i>					
<i>Switch Type: DMS</i>					
<i>Payment Term: 37 to 60 Months</i>					
<i>Speed: 512 Kbps (Subrate T1)</i>					
Customer Connection to Frame Relay Service	1	FRHS5	\$525.00		\$234.00
Broadband Line - FPO - 1.536 Mbps	1	FP115	\$465.00		\$136.00
Location #2					
<i>NPA/NXX: 386/767</i>					
<i>Serving CO: DYBHFLPODS0 (386/767) - BellSouth Telecomm, Inc. - FL</i>					
<i>Switch Type: DMS</i>					
<i>Payment Term: 37 to 60 Months</i>					
<i>Speed: 512 Kbps (Subrate T1)</i>					
Customer Connection to Frame Relay Service	1	FRHS5	\$525.00		\$234.00
Broadband Line - FPO - 1.536 Mbps	1	FP115	\$465.00		\$136.00
Location #3					
<i>NPA/NXX: 386/767</i>					
<i>Serving CO: DYBHFLPODS0 (386/767) - BellSouth Telecomm, Inc. - FL</i>					
<i>Switch Type: DMS</i>					
<i>Payment Term: 37 to 60 Months</i>					
<i>Speed: 1.536 Mbps</i>					
Customer Connection to Frame Relay Service	1	FRH15	\$525.00		\$319.00
Broadband Line - FPO - 1.536 Mbps	1	FP115	\$465.00		\$136.00
<i>*Rates quoted for this product are based on Tariff Sections A40.1 (GSST), A40.5 (GSST).</i>					
<i>Total Non-Recurring:</i>			\$2,970.00		
					<i>Total Recurring:</i>
					\$1,195.00

Service Address Information:

Location #1: Firestation 74



Initial: _____

Date: _____

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Attachment #2

Custom Entry

State Tariff: *N/A*

Service Period: *N/A*

This attachment includes all rate elements required for **Custom Entry**. Other charges mandated by Federal, State, or Local statutes may also apply.

Custom Entry (FL)	Qty	USOC	Non - Recurring	Recurring
<i>*The Custom Entry portion of this quote has been manually entered and is subject to verification</i>				
Waiver of Installation	1		(\$2,970.00)	\$0.00
Key Customer Discount 25%	1		\$0.00	(\$298.75)
Total Non-Recurring:			(\$2,970.00)	
Total Recurring:				(\$298.75)



Initial: _____

Date: _____