

**RESOLUTION No. 18-154**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-322 OF THE CITY CODE OF ORDINANCES, AUTHORIZING THE PURCHASE OF THE AT&T AVL MONTHLY SERVICES IN AN AMOUNT NOT TO EXCEED THE ANNUAL BUDGETED FUNDS OF \$45,000.00 FOR FISCAL YEAR 2018-2019 AND FOR AS LONG AS AT&T AVL SYSTEM IS UTILIZED BY THE CITY OF DORAL DEPARTMENTS, VIA PALM BEACH COUNTY'S AGREEMENT FOR SAME; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral (the "City") desires to keep track of its vehicle fleet via a GPS software; and

**WHEREAS**, supported by a sophisticated GPS software, AT&T AVL is user-friendly fleet tracking solution that provides near real-time view on all of your fleet activities. The online interface allows our dispatchers to see the exact location of our officers within coverage at any time and operate more efficiently, sending the closest officer to any dispatched call or to assist an officer in need; and

**WHEREAS**, the software will also improve the safety of our drivers and vehicles by alerting to undesirable conduct on the road. Curbing adverse driving behavior will help avoid accidents, vehicle damage, fuel waste, and unnecessary expenses recent purchased. It will also quickly identify and locate any mechanical issues to save on vehicle inspection time and costs. With sensor-to-machine communication, the devices in our vehicles will gather and interpret data, informing of necessary actions to take. The DPD strives to provide a sense of reassurance through police visibility patrols which is linked to greater police engagement which our residents and consequently provides an impact on crime and fear of crime. Police visibility is seen as a means of facilitating engagement and intervention which, when combined, would be expected to enhance

quality of life, reduce fear of crime, fear of intimidation and reduce the incidence of crime. The Fleet Complete software will provide the Department with detailed vehicle patrol practices that can then be analyzed, adjusted or revised to ensure better police visibility patrols. The Department acquired one hundred thirty six (136) AT&T Fleet Complete trackers. The Fleet Complete trackers have been installed on all marked patrol vehicles and Police Service Aide (PSA) vehicles; and

**WHEREAS**, the Police Department is requesting that the competitive bid process be waived and that the City of Doral apply the terms of the contract executed by Palm Beach County, attached hereto as Exhibit "A". In July 2018, the Department acquired one hundred thirty-six (136) AT&T Fleet Complete trackers. The Fleet Complete trackers have been installed on all marked patrol vehicles and police service aide (psa) vehicles. The Information Technology Department will pay a total of \$15,567.92 from account number 001.22005.500410 for services rendered from July to September 2018 (FY17-18) and were credited a total of \$6,911.00 that will be applied to the services rendered during Fiscal Year 2018-2019. As per the contract, there is a fixed price of \$18.00 per vehicle that is added to the fleet during future fiscal years; and

**WHEREAS**, Staff respectfully requests that the Mayor and City Council and authorize the AVL monthly services in an amount not to exceed the annual budgeted funds of \$45,000.00 for Fiscal Year 2018-2019, account number 001.22005.500410. The Department further requests that the City Council authorize the AVL monthly services for as long as AT&T AVL system is utilized by the City of Doral Departments; and

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL  
OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval.** Pursuant to section 2-322 of the City Code of Ordinances, the purchase of the AVL monthly services in an amount not to exceed the annual budgeted funds of \$45,000.00 for Fiscal Year 2018-2019, account number 001.22005.500410, via Palm Beach County's agreement, is hereby approved. The Department further requests that the City Council authorizes the AVL monthly services for as long as AT&T AVL system is utilized by the City of Doral Departments.

**Section 3. Authorization.** The City Manager is hereby authorized to enter into an agreement and other contractual documents, subject to approval as to form and legal sufficiency by the City Attorney.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Rodriguez who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 12 day of September, 2018

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY

# EXHIBIT “A”

**PARTICIPATING ADDENDUM  
UNDER THE  
WESTERN STATES CONTRACTING ALLIANCE  
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT  
BID NUMBER RFP: #1907**



**PARTICIPANT: PALM BEACH COUNTY**

This Participating Addendum (the "PA") is made this 23 day of October, 2012 (the "PA Effective Date"), between Palm Beach County ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

**Section 1. Recitals.**

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the Western States Contracting Alliance ("WSCA"), and the NASPO Cooperative, are parties to that certain WSCA contract #1907, dated March 15, 2012 (the "Contract" or "Master Service Agreement").

1.2 Participant wants to participate in the Contract pursuant to the terms and conditions of the PA.

**Section 2. Agreement.** In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of the PA (the Contract and the PA, together with all valid purchase orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the PA have the meanings ascribed to them in the Contract.

**Section 3. Authorized Participating Entities.** Participant hereby designates all government entities within Florida, including all local public bodies, cities, courts, counties, public safety institutions, and public schools as the only authorized Participating Entity (ies) under the Agreement.

**Section 4. Purchase Orders.** Participating Entity (ies) must issue purchase orders hereunder that reference both Master Service Agreement #1907 and the PA. Upon issuance of any such valid purchase order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related products provided. Notwithstanding the foregoing, any purchase order submitted that does not properly reference the Contract number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such purchase order was properly authorized and intended for use with the PA. In such instances, the corresponding purchase order will be similarly valid and binding. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement by any purchase order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement will prevail and govern in the case of any such inconsistent or additional terms.

**Section 5. Primary Contacts.**

**Participant:**

Name: Kathleen M. Scarlett  
Title: Director, Purchasing  
Address: 50 S. Military Trail, Suite 110  
West Palm Beach, FL 33415  
Telephone: 561 616 6800  
Fax Number: 561 242 6705  
E-Mail: kscarlet@pbcgov.org

**Lead State:**

Name: Teri Smith  
Title: Purchasing Officer  
Address: 515 E. Musser St., Suite 300  
Carson City, NV 89701  
Telephone: 775-684-0178  
Fax Number: 775-684-0188  
E-Mail: tsmith@admin.nv.gov

**Contractor Account Team:**

Name: Michael Harbaugh  
Title: Account Manager  
Address: 5201 Congress Ave  
Boca Raton, FL 33487  
Telephone: 561 866 3996  
Fax Number: 866 679 0316  
E-Mail: mh4924@att.com

**Contractor Main:**

Name: Twila Lively  
Title: Manager, Sales Operations  
Address: 2600 Camino Road  
San Ramon, CA 94583  
Telephone: (925) 487-9945  
Fax Number: (510) 261-2155  
E-Mail: twilalively@att.com

**Section 6. Authority.** By signing below, the corresponding Party's representative represents that he or she is duly authorized by Contractor or Participant, as applicable, to execute the PA on behalf of the respective Party, and that the Contractor and Participant agree to be bound by the provisions hereof. In addition, Participant represents that it has received the requisite approvals from the applicable Chief Procurement Official and WSCA to participate in the Agreement.

**Section 7. Miscellaneous.**

**7.1 American Recovery and Reinvestment Act of 2009 ("ARRA").** Each Participating Entity is responsible for informing Contractor in writing prior to ARRA funds being used for a purchase or purchases under the Contract. If and when Contractor is so notified, Contractor will comply with the data element and reporting obligations (as currently defined in Federal Register Vol 74 #61, Pages 14824-14829, or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or sub-recipients of ARRA funds. Contractor will provide the required report, if any, to the Participating Entity with an invoice presented for payment. With respect to ARRA and the Agreement, Contractor is not a sub-contractor, recipient, sub-recipient or sub-grantee, but simply a vendor, as defined in the OMB guidelines. Contractor assumes no responsibilities under ARRA beyond those required of a vendor.

**7.2 Employee Benefit Program.** Participating Entity (ies) will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

**Section 8. Notice of Administration Fees.** Participant and any and all other Participating Entities under this PA are hereby on notice of the following administration fees being paid by Contractor under the Contract.

- a) **WSCA.** Contractor has included in the price offered a WSCA Administration Fee of 1/10<sup>th</sup> of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

b) **Palm Beach County** - Contractor shall pay Palm Beach County an amount equal to 1% of the Total Wireless Spend. Such payment, as well as reports detailing the calculation of the payment furnished to the Palm Beach County Contract Administrator or designee shall be made on a quarterly basis, in accordance to the following schedule:

Quarter	Period	Due Date
1	January - March	May 15
2	April - June	August 15
3	July - September	November 15
4	October - December	February 15

"Total Wireless Spend" with respect to both Section 8(a) and 8(b) above, shall mean the total amount of CRU charges set forth on the invoices sent by Contractor to Participating Entities under the Participating Addendum, less taxes and surcharges (CRU revenue only).

**Section 9. Order of Precedence.** The Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the PA; (b) the Master Service Agreement; and (c) any valid purchase order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

**Section 10. Custom Offers.** Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions and conditions set forth in this §10 (including all sub-sections and Tables), Contractor will provide Participant and its eligible CRUs the following custom offers: (a) the custom Business National Flat Rate Plan described in §10.1 herein (the "Custom Business National Flat Rate Plan"); (b) the recurring credits described in §10.2 herein (the "Recurring Credits"); and (c) the custom AT&T 5G Pooled Data Connect Plan described in §10.3 herein (the "Custom Pooled Data Connect Plan") the Custom Business National Flat Rate Plan, the Recurring Credits and the AT&T 5G Pooled Data Connect Plan are, at times, referred to together herein as the "Custom Offers"). The Custom Offers are available for the term of the Agreement. For all Custom Offers, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. The Custom Offers are not available to IRUs. In accordance with the Agreement, each of the Custom Offers is subject to its underlying offer's corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §10 and the applicable Sales Information, this §10 will control. Notwithstanding the foregoing, Custom Offers will only be provided if Participant's account is active and in good standing with respect to the applicable CRU.

**10.1 Custom Business National Flat Rate Plan.**

**Table 10.4  
Custom Business National Flat Rate Plan**

<b>Monthly Service Charge</b>	\$0.00
<b>Home Airtime Rate</b>	\$0.06 per minute
<b>Nationwide Long Distance</b>	Included
<b>Domestic Roaming</b>	Included
<b>Mobile-to-Mobile Minutes</b>	N/A
<b>Night / Weekend Minutes</b>	N/A



**10.2 Recurring Credits.** Recurring Credits are provided each month and are only available to the Customer's CRUs who (a) activate or migrate Service on the corresponding Plan or Feature; and (b) remain on Service under such Plan or Feature at the time the Recurring Credit is applied. Recurring Credits are applied before any applicable Service Discount.

**Table 10.2  
Recurring Credit**

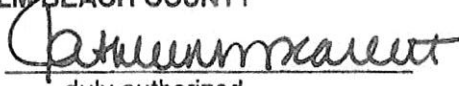
PLAN/FEATURE	MONTHLY RECURRING CREDIT
Unlimited DataConnect plan with a MSC of \$69.99	\$15.99/month
Messaging Bundle 200 with a MSC of \$5.00 when combined with a Voice Service Plan with an MSC of \$12.99 or higher and maintained on the same device	\$3.00/month
Messaging Bundle Unlimited with a MSC of \$20.00 when combined with a Voice Service Plan and/or Data Service Plan with a combined MSC of \$12.99 or higher and maintained on the same device.	\$15.00/month
Unlimited DataConnect	\$16.67/month
Unlimited Smartphone Data with a MSC of \$45.00 combined with a Voice Plan of \$39.99 or higher and maintained on the same device	\$11.67/month

**10.3 Custom Plan.** Contractor will provide Participant with the AT&T 5G Pooled Data Connect Plan for a Monthly Service Charge of \$ 36.00. The Custom Pooled Data Connect Plan is only available to CRUs eligible to activate Service on the AT&T 5G Pooled Data Connect Plan. Except as otherwise provided herein, the applicable rates, terms, and conditions set forth in the Standard Data Connect Plan Sales Information apply to the Custom Pooled Data Connect Plan. The Custom Pooled Data Connect Plan (a) is NOT eligible for the MSC Service Discount; and (b) is available for the term of the Contract.

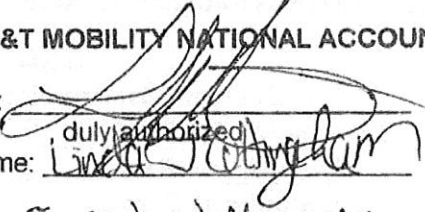
**Section 11. Entire Agreement.** The Agreement sets forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.

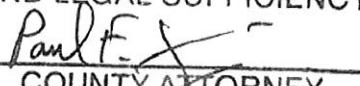
IN WITNESS WHEREOF, the Parties have executed the PA as of the PA Effective Date.

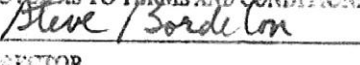
PALM BEACH COUNTY

By:   
 , duly authorized  
 Name: Kathleen M. Scarlett  
 Title: Purchasing Director  
 Date: 10/23/12

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By:   
 , duly authorized  
 Name: Linda Scarborough  
 Title: 5G Contract Manager  
 Date: 10/23/12

APPROVED AS TO FORM  
 AND LEGAL SUFFICIENCY  
  
 COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS  
 BY   
 THE DIRECTOR