ITEM NO: _____ PREPARED BY: _____

APPROVED BY: _____

A RESOLUTION APPROVING AN AMENDMENT TO THE EXISTING CONTRACT WITH AT&T GLOBAL SERVICES, INC. IN THE AMOUNT OF $172,932.04 FOR TELECOMMUNICATIONS HARDWARE AND SOFTWARE FOR THE PURPOSE OF REPLACING OBSOLETE TELECOM EQUIPMENT AND VOICEMAIL SYSTEMS SERVING CODES ENFORCEMENT, THE ELECTION COMMISSION, PUBLIC WORKS (ROADS & BRIDGES) AND THE IT DISASTER RECOVERY SITE. THIS REQUIRES EXPENDITURE OF COUNTY GENERAL FUNDS IN THE AMOUNT OF $172,932.04. RESOLUTION SPONSORED BY COMMISSIONER JOE FORD

WHEREAS, Continuing Telecommunication support services are required by the County, and:

WHEREAS, Such services are being provided under a Master Agreement between AT&T Global Services, Inc. and Shelby County Government, Contract No: 108380, approved by the Commissioners on October 16, 2006, and:

WHEREAS, there is a need to increase the initial contract price to cover additional equipment, software and installation costs incurred by replacement of obsolete telecommunications hardware and software, as referenced in Exhibit 1, and:

WHEREAS, Funds for the payments of said services are from Information Technology Department FY2008-2009 Operations and Maintenance budget account 961-201501-7003 (Computer Hardware and Software) in the amount of $172,932.04.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the contract amendment with AT&T Global Services is hereby approved.

BE IT FURTHER RESOLVED, That the contract amendment amount of $172,932.04 is hereby approved.

BE IT FURTHER RESOLVED, That the Mayor of Shelby County is hereby authorized to execute the addendums to the Master Agreement between Shelby County Government and AT&T Global Services, Inc, an executed copy of which is to be placed on file in the Purchasing Department.

BE IT FURTHER RESOLVED, That funds in the amount of $172,932.04 are hereby appropriated from FY2007-2008, Operations and Maintenance Budget, account number 961-201501-7003 Computer Hardware & Software, for payment for said equipment and installation services.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants in amounts not to exceed $172,932.04 for the purposes contained in this resolution to amend the existing Master Contract with AT&T Global Services and to take proper credit in their accounting therefore.

_____

A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

_____

Clerk of County Commission

II. ADOPTED: _____

TECHNOLOGY COORDINATION OFFICE

Review and Opinion Regarding the Proposed Replacement of the Disaster Recovery Site Option 11 Switch Serving Code Enforcement, Election Commission, Roads & Bridges, County Engineer, Correction Center Select Departments, and The CIT Disaster Recovery Center

June 23, 2008

SPONSOR: Jeff Yallope
IT Manager, Customer Support & Telecom
Central Information Technology
Office Phone: 545-3477

Cost Summary:	**O&M**
Fiber Remote Multi-Ipe Interface	**$141,936.93**
Installation / Engineering	**$30,082.66**
Shipping / Handling	**$912.45**
FY 2009 Total	***$172,932.04***
FY2009 Associated Annual Maintenance Expense	***$5,411.64***
(not requested at this time – to be submitted in a separate proposal)	
2009 Budget Impact	
Budgeted?	**YES**

PROPOSED VENDOR: AT&T

OVERVIEW:
This proposal is to install the hardware and software required to replace the functionality of an aging (exceeding the age threshold to receive vendor support) Nortel Option 11 switch located at the Haley Road Disaster Recovery Site by utilizing remote connectivity to the newly upgraded switch at 1075 Mullins Station (East Administration). By installing this remote connectivity, the increased telecommunications requirements of the Election Commission, Code Enforcement, and other key users can be met ***without the financially burdensome expenditure for a completely new switch (approximate cost of $350,000).*** This proposal provides the required capacity and functionality while at the same time avoids over $177,000 of expenditures by leveraging off of the existing installed telecommunication equipment located at 1075 Mullins Station.

OPINION: RECOMMENDED

BUSINESS NEED
The Disaster-Recovery building at 6470 Haley Road was constructed in 1998. At that time, Shelby County installed a mid-sized Nortel Meridian Option 11 telephone switch at the site. The existing switch serves approximately 350 users in various buildings including Code Enforcement, the Election Commission, Roads and Bridges Department, the County Engineer, the Support Services Sign Shop, Central Information Technology's Disaster Recovery Center, the Correction Center Rapid-Response Team, and the Correction Center Professional Standards Unit. The Meridian Option 11 is (and has been for some time) at vendor support end-of-life. The software which operates the switch is no longer supported by the vendor and many hardware components, in the event of failure, are not readily available. This places the

telecommunication users of the switch at risk for an extended outage in the event of a hardware component failure or software corruption.

The switch also is not expandable to meet several business needs. The Election Commission has expanded its automatic call distribution group (ACD) from 50 to 82 call-takers. The call statistics and reporting capability of the existing switch do not provide sufficient information to meet the requirements of the Tennessee State Election Board. The Election Commission has been mandated by the State to maintain records of all calls associated with the Election ACD system. The proposed remote connectivity solution will provide such detailed call accounting via utilization of the reporting capabilities of the switch located at the East Administration location.

The Code Enforcement department has significant issues with incoming call routing and voicemail retrieval that cannot be corrected because of limitations inherent with the existing switch. Code Enforcement has a longstanding issue with incoming calls to its main number that experience long hold times or multiple call backs. The remote connectivity system will lay the foundation for the eventual implementation of an interactive voice response (IVR) system that will list multiple departments that work with the Codes Enforcement department and offer the caller a choice of transfer to the appropriate department without an additional call back.

VALUE FOR THE FINANCIAL OUTLAY

The software and hardware is being procured through AT&T, the vendor that installed the primary switches forming the Shelby County telecommunications infrastructure. AT&T is certified in Nortel maintenance, installations, and engineering modifications. The price for this upgrade appears to be competitive considering industry standards for such software and hardware upgrades and installations.

DUE DILIGENCE

Central IT has committed to closely monitoring the new installation to ensure the work is performed as specified.

STRATEGIC FIT

The "remote-shelf" replacement of the existing Nortel Option 11 switch located at Haley Road is engineered to take full advantage of the core PBX switches that are the backbone of the Shelby County telecommunications infrastructure and is in keeping with the long range Shelby County technology plan for a unified telecommunications infrastructure. Additionally, by leveraging off the capabilities of the existing core switches, Shelby County avoids the significantly higher cost of installing an entire new switch.

INFORMATION SECURITY CONSIDERATIONS

No risks foreseen.

Dennis Wilson, Ph.D.
for the Technology Coordination Office

SUMMARY SHEET

I. Description of Item

A Resolution requesting an amendment to the County's telephone switch upgrade contract with AT&T Global Services, Inc. This contract was approved by resolution of the Commissioners on October 16, 2006 with a 'not to exceed' amount of $1,360,906.92. An amendment approved by resolution of the Commission in December 2007 increased this amount by $52,677.42 to $1,413,584.34. This further amendment is requested to cover additional equipment, user licenses, installation and other fees for:

1) The replacement of an obsolete stand alone telephone switch and voicemail system located at the Shelby County Disaster Recovery site at 6470 Haley Road. The obsolete switch has received no hardware or software upgrades since installation 10 years ago, and cannot meet the call-receiving, routing or voicemail needs of Codes Enforcement, nor the mandated reporting requirements of the Election Commission.

The switch will be replaced by a fiber-remote CPE connected to the existing telephone switch located at 1075 Mullins Station. This will allow Codes Enforcement, the Election Commission, Roads & Bridges and other users to use current call distribution, call-center software, reporting tools and voicemail systems supported by Shelby County's Customer Support technicians.

This replacement supports the county's strategy of consolidating the services provided by multiple obsolete/end-of-life smaller-sized switches into the network provided by the four recently upgraded primary switches.

II. Source and Amount of Funding

$172,832.04 from account #: 961-201501-7003 (Computer Hardware & Software)

III. Contract Items

A: Type of Contract: Amendment of existing telecommunications contract with AT&T Global Services, Inc.

B: Term: FY 08-09

IV. Additional Information Relevant to Approval of this Item

Amendment to Agreement

CA084512

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this _____ day of _____, 2008 by and between Shelby County Government (hereinafter "County") and AT&T Global Services, Inc. (hereinafter "AT&T").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated November 10, 2006, to perform installation of new equipment, and upgrades to existing equipment.

WHEREAS, the Agreement has previously been amended by the parties on December 5th, 2007 and June 16th, 2008: and

WHEREAS, the parties now desire to enter into this Amendment to provide additional installation of new equipment.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The total cost for this Amendment to Agreement, shall not exceed One Hundred and Seventy Two Thousand, Nine Hundred and Thirty Two and 04/00 ($172,932.04) Dollars payable in accordance with the terms of the Agreement.
2. "This Amendment shall be subject to and contingent upon the adoption of the Fiscal Year 2008-2009 Operating Budget and/or the appropriate future year's Operating Budget of Shelby County Government by the Board of County Commissioners and approval of the cost for this Amendment within said Operating Budget"
3. The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the _____ day of

_____ 2008.

APPROVED AS TO FORM
AND LEGALITY:

_____
Contract Administrator
Assistant County Attorney

SHELBY COUNTY GOVERNMENT

_____
A C Wharton, Jr., Mayor

AT&T Global Services, Inc.

By: _____

Title: Strategic Account Lead

CORPORATE ACKNOWLEDGEMENT

STATE OF Tennessee
COUNTY OF Shelby

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Jamie Spicer, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the AT+T Global Services Inc the within named bargainor, a corporation, and that he as such Strategic Account Lead executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Jamie Spicer.

WITNESS my hand and official seal at office this 26th day of June 2008.

Phyllis Shrader
Notary Public

PHYLLIS SHRADER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY
MY COMM. EXP. MAY 20, 2012

My Commission Expires: May 20, 2012

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

INSTRUCTIONS: *This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.*

1. **NAME**

   AT&T

2. **DATE OF GRATUITY**

   N/A

3. **NATURE AND PURPOSE OF THE GRATUITY**

   N/A

4. **NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY**

   N/A

5. **NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

   N/A

6. **ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

   N/A

7. **DESCRIPTION OF THE GRATUITY**

N/A

8. **COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)**

N/A

9. **The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.**

Signature

5/19/08
Date

James Spicer
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.