RESOLUTION NO. 12-06-45

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE PURCHASE OF EQUIPMENT AND SERVICES FROM AT&T MOBILITY; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS FOR THE PURCHASES; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE DOCUMENTS; PROVIDING FOR A WAIVER OF PURCHASING PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the current cellular telephone service provider no longer has functional equipment to provide service for Islamorada, Village of Islands (the “Village”); and

WHEREAS, Village staff researched available alternatives and tested cellular devices for reliability and found AT&T Mobility to be the best suited for Village requirements; and

WHEREAS, the Florida Department of Children and Families (the “DCF”) Participating Addendum No. 191420 (“PA”) in connection with the Western States Contracting Alliance (the “WSCA”) Master Contract No. 1523 with AT&T Mobility allows for “piggyback agreements” by eligible agencies, allowing the Village to purchase equipment and services from AT&T Mobility through the DCF PA; and

WHEREAS, the WSCA Master Contract No. 1523 and DCF PA No. 191420 may be modified and updated from time to time, and subsequent Contracts and PAs may also allow for “piggyback agreements” by eligible agencies; and

WHEREAS, Section 2-328(1) of the Village Code provides for waiver of competitive bidding by the Village Council and Section 2-328(2) additionally provides for waiver of competitive bidding for vendors that have been selected pursuant to a competitive process under contract with the state; and

WHEREAS, AT&T has agreed to provide equipment and wireless and data services at the reduced rates provided to DCF; and
WHEREAS, the Village Council finds that purchase of AT&T Mobility equipment, wireless and data services and waiving competitive bidding by utilizing the DCF PA No. 191420 in connection with the WSCA Master Contract No. 1523 with AT&T Mobility and superseding Contracts and PAs that allow “piggyback agreements” by the Village is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Purchase. The purchase of equipment and wireless and data services from AT&T Mobility by the Village through DCF PA No.191420 in connection with the WSCA Master Contract No. 1523, a copy of which is attached as Exhibit “1,” and Contacts and PAs superseding 1523 and 191420, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the purchase of equipment and services.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the purchase of equipment and services.

Section 5. Execution of Documents. The Village Manager is authorized to execute documents such as payment authorizations and Purchase Orders on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of
the purchase of services and equipment, and to execute any extensions and/or amendments, subject to the approval as to form and legality by the Village Attorney.

Section 6. **Waiver of Purchasing Provisions.** In accordance with Section 2-328(1) and (2) of the Village Code, the Village Council waives the competitive purchasing provision of the Village Code to obtain equipment and wireless and data services through the DCF PA No. 191420 in connection with the WSCA Master Contract No. 1523 with AT&T Mobility and Contracts and PAs superseding 1523 and 191420 that allow “piggyback agreements” by the Village.

Section 7. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 28th day of June, 2012.

Motion to adopt by Councilman Achenberg, second by Councilman Blackburn.

**FINAL VOTE AT ADOPTION**

Mayor Michael Reckwerdt Yes
Vice Mayor Ken Philipson Yes
Councilman Don Achenberg Yes
Councilman Ted Blackburn Yes
Councilman Dave Purdo Yes

KEN PHILIPSON, VICE MAYOR

**ATTEST:**

DEBRA E. EASTMAN, MMC
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS:

VILLAGE ATTORNEY

Page 3 of 3
AMENDMENT NO. 5
TO
PARTICIPATING ADDENDUM

This Amendment No. 5 ("Amendment 5") is entered into as of June 14, 2012 (the "Amendment 5 Effective Date") by and between AT&T Mobility National Accounts LLC, ("Contractor") and Department of Children and Families (the "Participating Entity") (Contractor and Participating Entity are, at times, referred to herein individually as a "Party" and together as the "Parties").

1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, are parties to that certain Western States Contracting Alliance, Wireless Communications Services and Equipment Master Price Agreement, # 1523, dated October 10, 2006, as amended; successor contract to that certain Western States Contracting Alliance, Wireless Communications Service and Equipment Master Price Agreement, #10-00115 dated July 1, 2001, as amended (the "WSCA Master Agreement").

1.2 Contractor and the Department of Children and Families entered into a Participating Addendum dated June 14, 2005, as amended (the "Participating Addendum") in connection with the WSCA Master Agreement.

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, Contractor and Participating Entity hereby agree to amend the Participating Addendum pursuant to the terms and conditions of this Amendment 5 (the Participating Addendum as amended hereby, together with the WSCA Master Agreement, at times referred to herein as the "Agreement"). Unless otherwise defined, capitalized terms in this Amendment 5 have the meanings ascribed to them in the Agreement.


4. Restatement of Agreement. The terms and conditions of the Agreement, as modified by this Amendment 5, are hereby restated and ratified by Contractor and Participating Entity. All such other terms and conditions of the Agreement are and shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment 5 as of the Amendment 5 Effective Date.

AT&T Mobility National Accounts LLC

By: [Signature]
Name: Linda J. Catlingham
Title: Contract Manager
Date: 6/18/12

Department of Children and Families

By: [Signature]
Name: Matthew T. Howard
Title: Director of General Services
Date: 6/18/12
AGENCY REQUEST FOR REVIEW OF
ALTERNATE CONTRACT SOURCE
(PUR 7102)

Instructions: This form is to be utilized to request approval to use an alternate contract source, in accordance with rule 60A-1.047, Florida Administrative Code and s. 287.042(16)(a) FS.

The completed form must be sent from the Agency Purchasing Director’s (or equivalent) email account, (e.g., Purchasing Director John Smith at Agency fills out and emails from his email address SmithJ@agency.state.fl.us), or, any agency representative may email the scanned image of a copy physically signed by the Purchasing Director (or equivalent). Either email must be submitted to alternatecontractsouce@dms.myflorida.com. All requested or relevant documents (if any) should be attached to the same email.

If the agency cannot submit electronically, the document(s) may be mailed to State Purchasing, Attn: Agency Request for Review of Alternate Contract Source, 4050 Esplanade Way, Tallahassee, FL 32399. A cover sheet is not required.

State Purchasing Use Only
Date received: / / 
Number

1. State Agency Information
Agency Name: Department of Children and Families
Address: 1317 Winewood Boulevard
Building 3, Suite 203
Tallahassee, FL 32399-0700

2. Requested by Purchasing Director (name): Matthew Howard

3. Purchasing Director’s phone number: (850) 717-4017

4. Purchasing Director’s email: Matthew.Howard@dcf.state.fl.us

5. Agency contact (name): Marilyn Morrison

6. Agency contact phone number: (850) 717-4024

7. Agency contact email: Marilyn.Morrison@dcf.state.fl.us

Contract Title and Number: WSCA RFP 1523 AT&T Wireless
Estimated contract value:
Name of Vendor: AT&T MOBILITY NATIONAL ACCOUNTS, LLC
Contract Term (Beginning/Ending Dates): 07/01/2011 through 06/30/2012
Contracting Entity (Name of City, County, etc.): State of Florida Dept. of Children and Families
Contact Person with Contracting Entity: Marilyn Morrison

Intended items of purchase by requesting agency: Voice wireless service.
Estimated Dollar Volume to be spent by your agency using this contract if certified: 500,000 per Fiscal Year

8. Submitting Requests: Send the completed form and attachments along with a copy of the alternate source contract, or a hyperlink to an online version of the requested contract, and bid/proposal tabulation documentation, either electronically or by regular U.S. mail as directed above.

Signature (if applicable): Matthew Howard Date: 7/25/11

PUR 7102 (01/06) Page 1 of 4 60A-1.047
Proposed alternate source contract is a term requirements contract:
☑ Yes ☐ No

Proposed purchase is within contract scope, considering items, locations, term, volumes, etc.:
☑ Yes ☐ No

Contract would be cost effective and in best interests of the State:
☑ Yes ☐ No

Comments: See attached document for comments

RECOMMENDATION:

☐ Disapproved
☑ Approved for issuance of orders or contracts through 6/30/12 (date).

Approval is contingent upon execution by the contractor of Alternate Contract Source Terms and Conditions, attached, if applicable contract terms required by Florida Statutes are not included in the alternate contract for which approval has been requested.
ALTERNATE CONTRACT SOURCE
TERMS AND CONDITIONS

Pursuant to section 287.042(16)(a)-(b), F.S., the Department of Management Services ("DMS") has evaluated the contract attached hereto as Exhibit A (the "Contract") and has determined that it is cost-effective and in the best interest of the state to allow the Agency identified below (the "Approved Buyer" or "Buyer") to enter into a transaction with the Contract vendor. The terms and conditions contained in this Alternate Contract Source Agreement ("Agreement") shall apply to all transactions between the Contract vendor and the Approved Buyer, and they shall control in the event of any conflict with attached terms.

1. In order to complete any transaction between the Approved Buyer and the Contract vendor, the vendor must be registered in MyFloridaMarketPlace. Rule 60A-1.031, F.A.C., is hereby incorporated by reference. Unless exempt as provided in rule 60A-1.032, all transactions are subject to a transaction fee of 1.0% pursuant to the rule.

2. The provisions of section 287.058(1)(a), (c), and (f), F.S. are hereby incorporated by reference. If the transaction involves contractual services, the provisions of 287.058(1)(b), (d), and (e), F.S. are also incorporated by reference.

3. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, F.S. and 216.347, F.S., prohibiting use of funds to lobby the Legislature, Judiciary, or state agencies.

4. The vendor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the vendor shall comply with section 247 of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, disability, marital status, or veteran's status.

5. Interest penalties for late payment are available subject to the provisions of section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency may be contacted at 850-488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.
6. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement or the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply, and the Contractor waives any right to jury trial that it may have.

7. In the event of any conflict between the terms of this Agreement and the Contract, the terms contained in this Agreement shall supersede.

Approved by:

[Signature]

Printed Name: Brett Rayman

Date: 8/12/11

State Technology Office

Signature: Not Applicable

Printed Name: ____________________________

Date: ____________________________

Agreed by:

Agency Name: Department of Children and Families

[Signature]

Printed Name: Matthew T. Howard

Date: 7/25/11

Contract Vendor: AT&T Mobility National Accounts, LLC

[Signature]

Printed Name: Marcelius Brooks

Date: July 22, 2011
DCF ACS Approval Request
AT&T Wireless (WSCA)
Reviewed by: Trey Collins

The cellular services DCF requires are not available on state term contract or the current WSCA ACS DivTel manages for the State of Florida. Additionally, AT&T Mobility is not on the Florida ACS. Jonathan Rakestraw (DivTel) reviewed this agency ACS request and verified that the current statewide contracts would not meet DCF’s needs. DivTel is currently soliciting for a new cellular services contract that will meet the needs of the requesting agency. However, DivTel anticipates that this contract will not be available until later this year.

The WSCA contract is valid through October 2012. AT&T Mobility offers a 20% discount off list price. There is a pending amendment to the WSCA contract that will increase the percentage discount offered by AT&T to 22% of list price.

For more information, please see the WSCA contract and the justification document provided by DCF.
Collins, Trey

From: Rakestraw, Jonathan
Sent: Monday, August 01, 2011 3:35 PM
To: Collins, Trey
Cc: Kyvik, Michael
Subject: ACS Request - AT&T

Importance: High

Trey,

DLT approves of this request from Children & Families for the WSCA contract with the understanding that once the "DMS-10/11-008" contract is signed by DMS Children & Families, will migrate into "DMS-10/11-008".

Thank you,

Jonathan Rakestraw, PMP
Dept. of Management Services
Division of Telecommunications
Jonathan.Rakestraw@dms.MyFlorida.com
(850) 921-8857

We Serve Those Who Serve Florida

-----Original Message-----
From: Armstrong, Karen
Sent: Monday, August 01, 2011 11:46 AM
To: Clark, Tammy; Rakestraw, Jonathan
Cc: Prescott, Greg; Hackett, Lyle
Subject: RE: ACS Request - AT&T

Thanks all - much appreciated!

Thanks,

Karen Armstrong, Governance Manager
Florida Department of Management Services Division of State Purchasing 850-414-5790 (phone) 850-414-6122 (fax)

"We Serve Those Who Serve Florida"

-----Original Message-----
From: Clark, Tammy
Sent: Monday, August 01, 2011 10:18 AM
To: Rakestraw, Jonathan; Armstrong, Karen
Cc: Prescott, Greg; Hackett, Lyle
Subject: RE: ACS Request - AT&T

Jonathan,
Per our phone conversation, you will contact Trey Collins concerning this ACS. Thanks

Tammy Clark
"Exhibit A"

PARTICIPATING ADDENDUM
FOR THE DEPARTMENT OF CHILDREN & FAMILIES
UNDER THE
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER PRICE AGREEMENT 10-00115

1. Scope:
   Unless otherwise defined, all capitalized terms in this Participating Addendum shall have the meanings ascribed to them in the
   Western States Contracting Alliance Wireless Communication Services and Equipment Master Price Agreement, # 10-00115
   (the "WSCA Master Agreement").

   The State of Florida, Department of Management Services (the "Department") is authorized by § 287.042(1), Florida
   Statutes, to evaluate contracts and, when determined in writing to be cost-effective and in the best interests of the State, to
   enter into an agreement authorizing an agency or eligible users (as that phrase is defined in Rule 66A-1.005, Fla. Admin.
   Code) to make purchases from such contracts.

   The Department hereby grants the Department of Children and Families permission to make purchases under Circular-WSCA
   Master Price Agreement 10-00115, as amended (the "Master Price Agreement"), subject to the terms contained in this
   Participating Addendum (the "Participating Addendum").

2. Changes:
   a. This participating Addendum shall become effective on the last date signed below with Department approval (PUR 7102)
      and shall not exceed beyond 7/1/2016.

   b. In order to complete any transaction between the Approved Buyer and the Contract vendor, the vendor must be registered
      in MyFloridaMarketPlace. Rule 66A-1.001(1), F.A.C., is hereby incorporated by reference. Unless exempt as provided in
      rule 66A-1.001, all transactions are subject to a transaction fee of 1.0% pursuant to the rule.

   c. The provisions of section 287.053(1)k(e), (c) and (d), F.S. are hereby incorporated by reference. If the transaction involves
      contractual services, the provision of 287.053(1)(b), (d), and (g), F.S. are also incorporated by reference.

   d. The State of Florida's performance and obligation to pay under this contract is contingent upon annual appropriation by
      the Legislature. The vendor shall comply with section 11.062, F.S. and 216.347, F.S., prohibiting use of funds to lobby
      the Legislature, Judiciary, or state agencies.

   e. The vendor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the
      conduct of its business, including those of federal, state and local agencies having jurisdiction and authority. By way of
      non-exhaustive example, the vendor shall comply with section 247 of the Immigration and Nationality Act, the
      Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed,
      national origin, disability, marital status, or veteran's status.

   f. Interest penalties for late payment are available subject to the provision of section 215.422, F.S. A Vendor Ornudendum,
      whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely
      payment(s) from a state agency may be contacted at 850-488-5934 or by calling the State Comptroller's Hotline, 1-800-
      348-3920.

   g. The exclusive venue of any legal or equitable action that arises out of or in relation to this Agreement or the Contract shall be
      the appropriate state court in Leon County, Florida. In any such action, Florida law shall apply, and the Contractor waives
      any right to jury trial that it may have.

   h. In the event of any conflict between the terms of this Agreement and the Contract, the terms contained in this agreement
      shall supersede.

3. Lease Agreements: NONE

4. Primary Contact: Participating Entity's primary contact for this Participating Addendum is:

   Iris M. Bartlett, Dep't Children & Families
   1317 Winecoff Blvd., Suite 3, Ste 201
   Tallahassee, FL 32399
   850-921-6074 Office
   850-941-9996 Fax
   Iris_Bartlett_FCS@fl.gov (e-)

4715382
5. **Subcontractors:** The following subcontract(s) are authorized to perform services: NONE.

6. **Purchase Agreement Number:** All Purchase Orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include WSCA Master Agreement number: 16-00115

7. **Purchase Orders:** All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement.

8. **Order of Precedence:** The parties acknowledge and agree that:

   (a) In the event of a conflict between the terms contained in the WSCA Master Agreement and this Participating Addendum, the terms and conditions of this Participating Addendum will control as between Contractor and the Participating Entity; and

   (b) This §8 specifically supersedes §5 of the WSCA Master Agreement

This Participating Addendum and the WSCA Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary to, or in addition to the terms and conditions of this Participating Addendum and the WSCA Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the WSCA Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the WSCA Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

**Participating Entity:** Dept. of Children & Families

**By:** [Signature]

**Name:** Paul L. Morey, Jr.

**Title:** Purchasing Administrator

**Date:** 11/3/2006

**Contractor:** New England Wireless National Accounts, LLC

**By:** [Signature]

**Name:** Kathleen M. Prior

**Title:** Director, Contracts

**Date:** 11/6/2006
AMENDMENT NO. 1
TO
PARTICIPATING ADDENDUM

This Amendment No. 1 (the "Amendment") is entered into as of Jan. 25, 2006
("Amendment Effective Date"), by and between New Cingular Wireless National Accounts, LLC,
("Cingular" or "Contractor") and Department of Children and Families ("Participating Entity").

1. Recitals.

1.1. Cingular and the State of Nevada, acting through its Department of Administration,
Purchasing Division, are parties to that certain Western States Contracting Alliance, Wireless
Communications Services and Equipment Master Price Agreement, #10-00115 dated as of July 1,
2001 (the "WSCA Master Agreement").

1.2. Cingular and Participating Entity entered into that certain Participating Addendum
dated as of June 14, 2005 (the "Participating Addendum").

1.3. Cingular and Participating Entity intend to make certain changes to the Participating
Addendum in accordance with the terms and conditions of this Amendment.

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, Cingular and Participating Entity hereby agree to amend the
Participating Addendum pursuant to the terms and conditions of this Amendment. (The Participating
Addendum, as amended hereby, together with the WSCA Master Agreement, at times referred to
herein as the "Agreement"). Unless otherwise defined, capitalized terms in this Amendment have
the meanings ascribed to them in the Agreement.

3. Custom Plans. The provisions of this §3 apply only to Purchasing Entities authorized
under this Participating Addendum.

3.1 Data Connect Unlimited. Contractor will provide Purchasing Entities a custom
Data Connect Plan that: (a) has a Monthly Service Charge of $44.99; and (b) is otherwise governed
by the terms and conditions of this Amendment and the "Data Connect Plans for Government"
brochure, attached hereto as part of Exhibit A and any available promotions, features or functionality
available at activation.

3.2 National Flat Rate Zero Access. Cingular will provide Purchasing Entities a
custom National Flat Rate Plan that: (a) has a Monthly Service Charge of $9.00; (b) has a price of
$0.08 (six cents) per minute; and (c) is otherwise governed by the terms and conditions of this
Amendment, the "National Flat Rate" brochure, attached hereto as part of Exhibit A (the "National
Flat Rate Brochure") and any available promotions, features or functionality available at activation
("NFR Zero Access Plan").

3.2.1 Minimum Usage Requirement. CRUs on the NFR Zero Access Plan
must average at least one hundred seventy five (175) airtime minutes per billing cycle. If a
Purchasing Entity's CRUs fail to meet this requirement, then such Purchasing Entity must pay
Contractor ten dollars and fifty cents ($10.50) for each CRU on Service during the corresponding
billing cycle. For example, if a Purchasing Entity has three CRUs and two of them use 150 airtime
minutes on this plan, and the third CRU uses 250 airtime minutes on this plan, then the Purchasing
Entily is not required to pay $10.50 for each of these CRUs because the CRUs on this plan averaged 183 airtime minutes during the cycle.

3.2.2 Limitations. Notwithstanding anything to the contrary in this Agreement or the National Flat Rate Brochure, the Parties acknowledge and agree that the NFR Zero Access Plan: (a) is only available to Purchasing Entities’ CRUs; (b) does not include "Night & Weekend Minutes"; (c) does not include "Mobile to Mobile Minutes"; and (d) does not receive any Service Discount.

3.3 National Flat Rate $10.19 Access. Cingular will provide Purchasing Entities a custom National Flat Rate Plan that: (a) has a Monthly Service Charge of $10.19; (b) has a price of $0.06 (six cents) per minute; (c) includes unlimited "Mobile to Mobile Minutes"; and (d) is otherwise governed by the terms and conditions of this Amendment, the National Flat Rate Brochure, and any available promotions, features or functionality available at activation ("NFR $10.19 Access Plan").

3.3.1 Minimum Usage Requirement. CRUs on the NFR $10.19 Access Plan must average at least one hundred seventy five (175) airtime minutes per billing cycle. If a Purchasing Entity’s CRUs fail to meet this requirement, then such Purchasing Entity must pay Contractor ten dollars and fifty cents ($10.50) for each CRU on Service during the corresponding billing cycle. The example in §3.2.1 works similarly with respect to this NFR $10.19 Access Plan.

3.3.2 Limitations. Notwithstanding anything to the contrary in the Agreement or the National Flat Rate Brochure, the Parties acknowledge and agree that the NFR $10.19 Access Plan: (a) is only available to Purchasing Entities’ CRUs; (b) does not include "Night & Weekend Minutes"; and (c) does not receive any Service Discount.

3.3.3 Mobile to Mobile Minutes. The Parties acknowledge and agree that the NFR $10.19 Access Plan includes unlimited Mobile to Mobile Minutes, however such minutes do not count towards the minimum usage requirement set forth in §3.3.1.

Section 4. Equipment.

4.1 No Cost Equipment. Contractor will provide Purchasing Entities with the following Equipment at no cost; provided, however, that any applicable tax will apply and must be paid.
- Sierra AG775 Modem Card
- Novatel-U730 Modem Card
- Contractor may, from time to time, offer additional Equipment models at no cost. Contractor will notify the Participating Entity when such models are available.

4.2 Low Cost Equipment. Contractor will provide Purchasing Entities with the Sierra AC650 Modem Card for $49.99 plus any applicable tax.

4.3 BlackBerrys. Contractor will provide Purchasing Entities with the BlackBerry 7100G or the 7290 for $99.99, plus any applicable tax, when activated with the unlimited BlackBerry plan under the Agreement.

Section 5. Activation Fees and Shipping Charges. Contractor will not charge activation fees or shipping charges for CRUs activating new Service under the Agreement.

DCF WSCA Amend 1-18-2005 SC.doc
6. Restatement of Agreement. The terms and conditions of the Agreement, as modified by this Amendment, are hereby restated and ratified by Cingular and Participating Entity. All such terms and conditions are and continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date first written above.

NEW CINGULAR WIRELESS NATIONAL ACCOUNTS, LLC
By: Cathleen M. Pryor
Name: Cathleen M. Pryor
Title: Director of Contracts
Date: 02-01-06

DEPARTMENT OF CHILDREN AND FAMILIES
By: Sabrina W. Donovan
Name: Sabrina W. Donovan
Title: Financial Administrator
Date: 01-25-06
AMENDMENT NO. 2
TO
PARTICIPATING ADDENDUM

This Amendment No. 2 (the "Amendment 2") is entered into as of October 9, 2009 (the "Amendment 2 Effective Date") by and between AT&T Mobility National Accounts LLC, formerly known as New Cingular Wireless National Accounts, LLC ("AT&T") and Department of Children and Families ("Participating Entity").

1. Recitals.

1.1 AT&T and the State of Nevada, acting through its Department of Administration, Purchasing Division, are parties to that certain Western States Contracting Alliance, Wireless Communications Services and Equipment Master Price Agreement, # 10-00115 dated as of July 1, 2001 (the "WSCA Master Agreement").

1.2 AT&T and Participating Entity entered into that certain Participating Addendum dated as of June 14, 2005, as amended (the "Participating Addendum").

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, AT&T and Customer hereby agree to amend the Participating Addendum pursuant to the terms and conditions of this Amendment. (The Participating Addendum, as amended hereby, together with the WSCA Master Agreement, at times referred to herein as the "Agreement"). Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Agreement; provided, however, that except where noted, all references to "AT&T" in this Amendment have the same meaning as "Cingular" and all references to "Cingular" in the Agreement mean "AT&T".

3. Custom Integrated Plans. The provisions of this §3 apply only to Purchasing Entities authorized under this Participating Addendum.

3.1 Availability. In addition to the Plans found at the "Plans" page of the Program Website, and subject to the terms and conditions herein, Customer and its CRUs may also select from the Plans described in this §3, and Tables 3.4.1 and 3.4.2 (the "Custom Integrated Plans").

3.2 Discount. The Custom Integrated Plans are not eligible for the MSC Service Discount, any other discount provided under this Agreement, nor any other discounts or promotions otherwise available to AT&T’s customers.

3.3 Eligibility. The Custom Integrated Plans are only available to Customer’s CRUs activating new Service with a two-year CRU Term. IRTUs are not eligible for the Custom Integrated Plans.

3.4 Sales Information.

3.4.1 Custom Integrated Plans Without Tethering. Except as otherwise provided in this §3.4.1, the following applies to the Custom Integrated Plans without tethering described in Table 7.4.1: (a) the Wireless Data Service rates, terms and conditions set forth in the Data Rate Plan Brochure Sales Information applicable to the Blackberry Enterprise Plan (without tethering) apply; (b) the Voice Service rates, terms and conditions of the AT&T Nation Sales Information apply to the non-pooled, "GOV Nation" Custom Integrated Plans; and (c) the Voice Service rates, terms and conditions of the Business Pooled Nation Sales Information apply to the "GOV Nation Pooled" Custom Integrated Plans. To the extent of any material conflict between the terms and conditions of this §3 and the Sales information referenced herein, the terms of this §3 will control.
3.4.2 Custom Integrated Plans With Tethering. Except as otherwise provided in this §3.4.2, the following applies to the Custom Integrated Plans with tethering described in Table 3.4.2: (a) the Wireless Data Service rates, terms and conditions set forth in the Data Rate Plan Brochure Sales Information applicable to the BlackBerry Enterprise Plan (with tethering) apply; (b) the Voice Service rates, terms and conditions of the AT&T Nation Sales Information apply to the non-pooled, "GOV Nation" Custom Integrated Plans; and (c) the Voice Service rates, terms and conditions of the Business Pooled Nation Sales Information apply to the "GOV Nation Pooled" Custom Integrated Plans. To the extent of any material conflict between the terms and conditions of this §3 and the Sales Information referenced herein, the terms of this §3 will control.

### Table 3.4.1
CUSTOM INTEGRATED PLANS WITHOUT TETHERING

<table>
<thead>
<tr>
<th></th>
<th>GOV Nation 300 Plan</th>
<th>GOV Nation 500 Plan</th>
<th>GOV Nation 1000 Plan</th>
<th>GOV Nation 6000 Plan</th>
<th>GOV Nation Pooled 300 Plan</th>
<th>GOV Nation Pooled 600 Plan</th>
<th>GOV Nation Pooled 1000 Plan</th>
<th>GOV Nation Pooled 6000 Plan</th>
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<tbody>
<tr>
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</tr>
<tr>
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<td>Included</td>
<td>Included</td>
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<td>Included</td>
</tr>
<tr>
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<td>Included</td>
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<td>Yes</td>
<td>Yes</td>
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</tbody>
</table>

Only up to 4 GOV Nation Plans may be used on a single Foundation Account Number (FAN)  
Only up to 4 GOV Nation Pooled Plans may be used on a single Foundation Account Number (FAN)

### Table 3.4.2
CUSTOM INTEGRATED PLANS WITH TETHERING

<table>
<thead>
<tr>
<th></th>
<th>GOV Nation 300 Plan</th>
<th>GOV Nation 500 Plan</th>
<th>GOV Nation 1000 Plan</th>
<th>GOV Nation 6000 Plan</th>
<th>GOV Nation Pooled 300 Plan</th>
<th>GOV Nation Pooled 600 Plan</th>
<th>GOV Nation Pooled 1000 Plan</th>
<th>GOV Nation Pooled 6000 Plan</th>
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<tr>
<td>Voice Overage Rate</td>
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<td>$0.25</td>
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<td>$0.25</td>
<td>$0.25</td>
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</tr>
<tr>
<td>Included Mobile to Mobile Minutes</td>
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<td>UNLIM</td>
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<tr>
<td>Domestic Long Distance</td>
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Department of Children and Families WSCA Amendment 2 - 07241609 v3 mb6790
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<tbody>
<tr>
<td>Rollover Minutes</td>
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<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Only up to 4 GOV Nation Plans may be used on a single Foundation Account Number (FAN)
Only up to 4 GOV Nation Pooled Plans may be used on a single Foundation Account Number (FAN)

4. Custom Equipment Pricing. The provisions of this §4 apply only to Purchasing Entities authorized under this Participating Addendum.

4.1 Availability. In addition to the Equipment found at the "Equipment" page of the Program Website, and subject to the terms and conditions herein, Customer and its CRUs may also select from the Equipment described in this §4 (the "Additional Equipment"). The prices set forth herein do not include applicable Taxes, and all Additional Equipment is subject to availability limitations. To the extent that any of the Additional Equipment is discontinued or otherwise unavailable, AT&T will make substantially similar replacement Equipment and pricing available to Customer. The make and model of such replacement Equipment will be determined in AT&T's sole discretion.

4.2 Discount. The Additional Equipment is not eligible for the Equipment Discount, any other discount provided under this Agreement, nor any other discounts or promotions otherwise available to AT&T's customers.

4.3 Eligibility. The Additional Equipment is only available to Customer's CRUs activating new Service with a two-year CRU Term. CRUs are not eligible for the Additional Equipment.

4.4 Additional Equipment; Prices.

4.4.1 Blackberry Bold. AT&T will provide CRUs with Blackberry Bold for $99.99 in connection with new activations on a Custom Integrated Plan with an MRC of $62.00 or higher.

4. Restatement of Agreement. The terms and conditions of the Agreement, as modified by this Amendment, are hereby restated and ratified by AT&T and Customer. All such other terms and conditions of the Agreement are and shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the Effective Date.

AT&T Mobility National Accounts LLC
By: [Signature]
Name: Kathleen M. Bylo
Title: V.P. Contracts
Date: 10/5/09

Department of Children and Families
By: [Signature]
Name: Paul Manick Jr.
Title: Asst. Staff Director for Purchasing
Date: 9/1/2009
AMENDMENT NO. 3
TO
PARTICIPATING ADDENDUM

This Amendment No. 3 (the "Amendment 3") is entered into as of May 26, 2010 (the "Amendment 3 Effective Date") by and between AT&T Mobility National Accounts LLC, formerly known as New Cingular Wireless National Accounts, LLC ("AT&T") and Department of Children and Families ("Participant").

1. Recitals.

1.1 AT&T and the State of Nevada, acting through its Department of Administration, Purchasing Division, are parties to that certain Western States Contracting Alliance, Wireless Communications Services and Equipment Master Price Agreement, #10-00118 dated as of July 1, 2001 (the "WSCA Master Agreement").

1.2 AT&T and Participant entered into that certain Participating Addendum dated as of June 14, 2005, as amended (the "Participating Addendum").

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, AT&T and Participant hereby agree to amend the Participating Addendum pursuant to the terms and conditions of this Amendment. (The Participating Addendum, as amended hereby, together with the WSMA Master Agreement, at times referred to herein as the "Agreement"). Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Agreement; provided, however, that except where noted, all references to "AT&T" in this Amendment have the same meaning as "Cingular" and all references to "Cingular" in the Agreement mean "AT&T".

3. Additional Participating Entities. Participant hereby designates and authorizes the following Participating Entities to purchase products and services from Contractor under the terms and conditions of the Master Agreement and this Participating Addendum: Participant and those qualified and eligible social service agencies that have contracts with Participant for purposes of delivering services on behalf of Participant, ("Community Based Care Agencies" or "CBC Agencies"), all government entities within the State of Florida, including all State agencies and local public bodies, cities, courts, counties, public safety institutions, public schools and institutions of higher education.

4. Restatement of Agreement. The terms and conditions of the Agreement, as modified by this Amendment, are hereby restated and ratified by AT&T and Participant. All such other terms and conditions of the Agreement are and shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the Effective Date.

AT&T Mobility National Accounts LLC

By: ____________________________
Name: Roland T. Salve
Title: Director, Contracts
Date: 5/25/2010

Department of Children and Families

By: ____________________________
Name: Matthew T. Howard
Title: Director of General Services
Date: 5/14/10

Department of Children and Families WSMA Amendment 3 042110 dl44238
Pursuant to section 287.042(16)(a)-(b), F.S., the Department of Management Services ("DMS") has evaluated the contract attached hereto as Exhibit A (the "Contract") and has determined that it is cost-effective and in the best interest of the state to allow the Agency identified below (the "Approved Buyer" or "Buyer") to enter into a transaction with the Contract vendor. The terms and conditions contained in this Alternate Contract Source Agreement ("Agreement") shall apply to all transactions between the Contract vendor and the Approved Buyer, and they shall control in the event of any conflict with attached terms.

1. In order to complete any transaction between the Approved Buyer and the Contract vendor, the vendor must be registered in MyFloridaMarketPlace. Rule 60A-1.031, F.A.C., is hereby incorporated by reference. Unless exempt as provided in rule 60A-1.032, all transactions are subject to a transaction fee or 1.0% pursuant to the rule.

2. The provisions of section 287.058(1)(a), (c), and (f), F.S. are hereby incorporated by reference. If the transaction involves contractual services, the provisions of 287.058(1)(b), (d), and (e), F.S. are also incorporated by reference.

3. The State of Florida’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The vendor shall comply with section 11.062, F.S. and 216.347, F.S., prohibiting use of funds to lobby the Legislature, Judiciary, or state agencies.

4. The vendor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the vendor shall comply with section 247 of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, disability, marital status, or veteran’s status.

5. Interest penalties for late payment are available subject to the provisions of section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency may be contacted at 850-488-2924 or by calling the State Comptroller’s Hotline, 1-800-848-3792.

6. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement or the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply, and the Contractor waives any right to jury trial that it may have.
7. In the event of any conflict between the terms of this Agreement and the Contract, the terms contained in this Agreement shall supersede.
Justification for Request for Exception to State of Florida Wireless Contract 725-330-05-1

1. Requesting an extension of the exception for cellular phones for approximately 6,000 lines statewide to include all statewide applications through all districts, zones and program offices and Contracted Community Based Care partners.

2. AT&T participates in Western States Contracting Alliance (WSCA). It is our understanding that WSCA constitutes an acceptable procurement alternative to the state term contract for cellular coverage where it is minimal or non-existent.

3. Child Protective Investigators and Family Services Counselors are mission-critical staff who relies on uninterrupted cellular phone service as their only means of communication with office staff, clients, law enforcement and the Abuse Hotline. Our department deals with very critical areas of the human and community condition. Staff daily travel around the state transacting the programmatic needs for those we protect and serve and require reliable communication. We have also purchased equipment that works via a simultaneous by-directional flow of data so that our Child Legal Service attorneys can simultaneously surf the web for case law and talk on the phone. AT&T is the only provider that can deliver this service on one dedicated device.

4. Some of our small county service centers throughout the state are rural and cellular service by the sole provider is spotty or non-existent. Their working environment is much different than the regular state employee. They have clients that range throughout the geographical radius of their county or circuit. Our work takes us around the state and out of the office. A large number of our staff must be mobile as a requirement of their position. They must investigate and document living conditions or the health and well-being of our clients. Some of these situations are life threatening and a cellular phone is the life-line for staff and clients alike. We are also using GPS to track our staff for better outreach to those we serve and if there is no service, we are restricted from fully assisting those in need.

5. Our mission-critical staff must maintain quality cellular reception and to that end we request an exception to the contract since no one cellular service provider has 100% coverage and we must be responsive to the need for consistent quality service for our staff’s lives and our client’s lives.
Agreed by:

AT&T MOBILITY NATIONAL ACCOUNTS, LLC

By: Marcellus Brooks

Name: Marcellus Brooks

Title: Senior Contract Manager

Date: July 22, 2011
Agreed by:

DEPARTMENT OF CHILDREN AND FAMILIES

By: Matthew T. Howard

Name: Matthew T. Howard

Title: Director of General Services

Date: 7/25/11
Please be aware that my phone hours have changed effective March 23, 2011.

New office number is (850) 717-4040.

Subject: ACS Request Art 18 - DCF signed 3-20-11
To: [Redacted]
Cc: [Redacted]
Sent: Monday, July 5, 2010 5:21 PM
From: Paul Mauk (Paul.Mauk@dcfs.state.fl.us)

Please forward your response back to Paul Mauk, if you need further information please contact me at (850) 488-1420.

Thanks.

Please find attached PUR 7102 - ACS Request - Art 18 - DCF signed 3-20-11.pdf

Pursuant to the MSU contract #1523 signed under 3 DCF.

Please use the MSU contract #1523 signed under 3 DCF.

This request is for renewal of a previous approved contract #1523 with ART18 and would be utilized by the department's staff, as needed, for wireless services and equipment not available or cellular service disruption issues.