



Fulton County Board of Commissioners  
**Agenda Item Summary**

**# 17-0512**

**BOC Meeting Date**  
**6/21/2017**

**Requesting Agency**

Information Technology

**Commission Districts Affected**

All Districts

**Requested Action** *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to amend existing contract – FCIT (Fulton County Information Technology) Bid# 17ITB104198B-BR, Wireless Services and Equipment, in the amount of \$0.00 with AT&T Mobility, LLC (Atlanta, GA) to provide wireless communication services and equipment. Effective upon BOC approval.

**Requirement for Board Action** *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval

**Is this Item related to a Strategic Priority Area?** *(If yes, note strategic priority area below)*

Yes All People trust government is efficient, effective, and fiscally sound

**Is this a purchasing item?**

No

**Summary & Background**

*(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: Fulton County Information Technology requests approval to amend an existing contract to provide wireless communication services and equipment to the County. The amendment serves to outline minor changes in one area of the contract regarding providing installation services and equipment in areas of the County that need enhancements in order to provide satisfactory cell reception. AT&T T advises that the most efficient way to construct and install the in-building enhancements is to utilize subcontractors who will be under the supervision of AT&T. This modification permits the use of subcontractors for this portion of the contract.

Fulton County Government employs wireless technologies (i.e. cellular) to support the communication needs of assigned County staff. The County currently maintains a wireless inventory of approximately 1620 devices which includes cellular phones, android devices, and wireless/broadband modem cards.

Administration and assignment of wireless equipment is governed by County Policy and Procedure 600-52 Mobile Communications Equipment. The policy sets the guidelines for proper use of this type of equipment. The FCIT serves as the contract & resource administrator for wireless services. Online tools and reports are provided to each agency monthly to ensure proper utilization and to promote efficient usage.

Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

The approval of this amendment will result in more consistent coverage and quality wireless services to the County at no increased cost.

<b>Contract &amp; Compliance Information</b>	<i>(Provide Contractor and Subcontractor details.)</i>
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Agency Director Approval		County Manager's Approval
Typed Name and Title	Phone	
Signature	Date	

Revised 03/12/09 (Previous versions are obsolete)

**# 17-0512**

<b>Solicitation Information</b>	<b>NON-MFBE</b>	<b>MBE</b>	<b>FBE</b>	<b>TOTAL</b>
No. Bid Notices Sent:				
No. Bids Received:				
<b>Total Contract Value</b>	.			
<b>Total M/FBE Values</b>	.			
<b>Total Prime Value</b>	.			
<b>Fiscal Impact / Funding Source</b> <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i> General Fund: No additional cost for this amendment, these costs are contemplated in the original contract.				
<b>Exhibits Attached</b> <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> Exhibit 1: Amendment No.1 to Form of Agreement				
<b>Source of Additional Information</b> <i>(Type Name, Title, Agency and Phone)</i> Derek McKay, Assistant Director, FCIT, 404.612.0043				

<b>Agency Director Approval</b>		<b>County Manager's Approval</b>
<b>Typed Name and Title</b>	<b>Phone</b>	
<b>Signature</b>	<b>Date</b>	

Revised 03/12/09 (Previous versions are obsolete)

Continued

**Procurement**

<b>Contract Attached:</b> .	<b>Previous Contracts:</b> .		
<b>Solicitation Number:</b> 17ITB104198B-BR	<b>Submitting Agency:</b> Information Technology	<b>Staff Contact:</b> Derek McKay, Assistant Director, FCIT	<b>Contact Phone:</b> 404.612.0043

**Description:.****FINANCIAL SUMMARY**

<b>Total Contract Value:</b>	<b>MBE/FBE Participation:</b>
Original Approved Amount: .	Amount: . %: .
Previous Adjustments: .	Amount: . %: .
This Request: .	Amount: . %: .
TOTAL: .	Amount: . %: .

**Grant Information Summary:**

Amount Requested: .	<input type="checkbox"/> Cash
Match Required: .	<input type="checkbox"/> In-Kind
Start Date: .	<input type="checkbox"/> Approval to Award
End Date: .	<input type="checkbox"/> Apply & Accept
Match Account \$: .	

<b>Funding Line 1:</b> General Fund: Each agency will utilize identified funds for wireless equipment and services, Object Code 1494.	<b>Funding Line 2:</b> .	<b>Funding Line 3:</b> .	<b>Funding Line 4:</b> .
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**KEY CONTRACT TERMS**

<b>Start Date:</b> .	<b>End Date:</b> .
<b>Cost Adjustment:</b> .	<b>Renewal/Extension Terms:</b> .

**ROUTING & APPROVALS**

(Do not edit below this line)

X	Originating Department:	Wright, Sallie	Date: 6/14/2017
X	County Attorney:	Rafferty, Paula	Date: 6/14/2017
.	Purchasing/Contract Compliance:	.	Date: .
.	Finance/Budget Analyst/Grants Admin:	.	Date: .
.	Grants Management:	.	Date: .
X	County Manager:	Anderson, Dick	Date: 6/14/2017

**AMENDMENT NO. 1 TO FORM OF CONTRACT**

Contractor: **AT&T Mobility National Accounts LLC**

Contract No. **17ITB104198B-BR, Wireless Communication Services and Equipment**

Address: **1280 Lake Boulevard, 4<sup>th</sup> Floor**  
City, State **Atlanta, GA 30319**

Telephone: **404.983.5075**

E-mail: **reva.walker@att.com**

Contact: **Reva Walker**  
**Strategic Account Lead 3 AT&T**

**WITNESSETH**

WHEREAS, Fulton County ("County") entered into a Contract with AT&T Mobility National Accounts LLC., ("AT&T" or "Contractor") to provide wireless communication services and equipment, effective the 1<sup>st</sup> day of January 2017, on behalf of the Department of Information Technology ("the Agreement" or "the Contract"); and

WHEREAS, AT&T and County contemplated that AT&T would be installing certain in-building enhancements for the County properties (Premises) listed in Appendix B of the Agreement and provided for such installation in general terms in the Agreement; and

WHEREAS, AT&T has requested that the general terms in the Agreement associated with such in-building enhancements be modified so as to provide greater specificity for the circumstances under which AT&T will construct, install, maintain, remove, replace and modify such in-building enhancements; and

WHEREAS, AT&T has requested that the Agreement be modified to permit the use of subcontractors under the terms stated herein; and

WHEREAS, the County has determined that allowing the requested modifications is necessary and appropriate; and

WHEREAS, AT&T has performed satisfactorily with respect to other provisions of the Agreement over the period of the Agreement; and

WHEREAS, this Amendment was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

**NOW, THEREFORE**, the County and AT&T agree as follows:

This Amendment No. 1 to Form of Contract is effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the County and AT&T who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

**1. Recitals.**

**1.1** AT&T and the County entered into that certain Contract Agreement #17ITB104198b-BR, Wireless Services and Equipment Agreement effective January 1, 2017, (the "Agreement").

- 1.2 AT&T and County contemplated that AT&T would be installing certain in-building enhancements for the County properties (Premises) listed in Appendix B of the Agreement and provided for such installation in general terms.
- 1.3 AT&T has requested that the general terms in the Agreement associated with such in-building enhancements be modified so as to provide greater specificity for the circumstances under which AT&T will construct, install, maintain, remove, replace and modify such in-building enhancements.
- 1.4 AT&T has requested that the Agreement be modified to permit the use of subcontractors.
- 1.5 AT&T and the County desire to amend and make certain changes to the Agreement as described in this Amendment 1.

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 the County hereby agree to amend the Agreement as follows: (Unless otherwise defined, capitalized terms in this Amendment 1 have the meanings ascribed to them in the Agreement).

3. The Agreement is amended by clarifying that Appendix A and B attached to the Agreement are incorporated therein. Schedules A-1 through A-5 attached hereto are incorporated herein.

4. **RESTATEMENT OF AGREEMENT.** Except as otherwise modified hereby, the terms and conditions of the Agreement, are hereby restated and ratified by AT&T and the County. All such other terms and conditions of the Agreement are and will continue to remain in full force and effect. The Agreement is amended by adding Schedules A-1 through A-5 attached hereto are incorporated therein.

5. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$0.00 as **No Additional Compensation** is required

6. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such Amendment has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and executed by the Contractor.

7. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

8. **The Agreement shall be amended by adding Sections 5.4.1 through 5.3.10 as follows:**

5.4.1 Upon reasonable notice and request to the Project Manager, County will identify and make available to AT&T an authorized County representative to facilitate AT&T's Access as provided in Section 38.14.1. AT&T reasonably anticipates a need to have access to Systems (a) during standard business hours for the construction, installation, maintenance, removal, replacement and certain Modifications (as reasonably determined by AT&T) to the Equipment; and (b) as needed, on a twenty-four-hour basis as needed for repairs and certain Modifications to the Equipment as are necessary (as reasonably determined by AT&T).

5.4.2 County will provide to AT&T, at County's sole cost, all electrical circuits and electricity, space in and on the corresponding Premises in accordance with Schedule A that is sufficient, climate controlled, and in such a condition that will allow AT&T to install, repair, maintain, replace, remove, make Modifications to, and/or operate the corresponding System

5.4.3 County will ensure that the Premises at which AT&T installs and maintains a System is a suitable and safe working environment, free of Hazardous Materials. AT&T does not handle, remove or dispose of Hazardous Materials, and AT&T has no obligation to perform work at any Premises that is not a suitable and safe working environment. AT&T will not be liable for any Hazardous Materials;

5.4.4 County will ensure that all installation, handling, maintenance, repair, removal of, and/or Modification to a System or any of its components are performed solely by AT&T.

5.4.5 County will not allow any other wireless carrier to use an AT&T-owned System or any AT&T-owned component of a System;

5.4.6 County will be solely responsible for all costs to repair or replace system components as a result of damage caused by acts or omissions of County, its agents, employees, or contractors.

5.4.7 the county will be responsible all costs associated with a remodeling of a premises that alters the DAS and/or with moving a System within the corresponding Premises to a new location, if such move is done at County's request, and all such moves will be subject to AT&T's written approval which will not be unreasonably withheld.

5.4.8 County will not install or operate a Repeater on any Premises to broadcast the Frequencies without AT&T's consent.

5.4.9 County will notify AT&T of its intent to vacate any Premises at least sixty (60) days prior to such vacancy.

5.4.10 County will provide rack space within each Premises.

9. **The Agreement shall be amended by adding the following sentence to Section 18.3:**

These indemnities shall extend specifically to any and all agents, subcontractors, independent contractors, and all other persons engaged by AT&T to perform any services arising out of or related in any way to the Agreement.

10. **The Agreement shall be amended by deleting Article 20 in its entirety and in its place, shall be inserted the following provision:**

AT&T shall procure and maintain for the duration of the Agreement, at its sole cost and expense such insurance as will fully protect it and Fulton County Government and its Commissioners, officials and employees from claims for personal injury, bodily injury and property damage which may arise from or about the performance of work and for work performed by the AT&T, its agents, representatives, employees or by any subcontractor or any tier directly employed or retained by either. Such work shall specifically include wireless communications services and the construction, installation, implementation, maintenance, removal, replacement,



modification, repair, shutdown, disablement, and/or conduct of any monitoring of all or part of the in-building enhancements which at a minimum shall be deemed to include radio telecommunications system equipment, electronics, transmission facilities and any related cabling supplied by County to enable enhanced RF coverage from the Network. Further, said insurance shall, at a minimum, comply with the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County included as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this by the Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

**11. Article 22 of the Agreement shall be amended by the addition of the following Section 22.3**

Subject to the terms and conditions provided herein, the County agrees that AT&T may use subcontractors to assist in the construction, installation, implementation, maintenance, removal, replacement, modification, repair, shutdown, disablement, and/or conduct of any monitoring of all or part of the in-building enhancements which at a minimum shall be deemed to include radio telecommunications system equipment, electronics, transmission facilities and any related cabling supplied by County to enable enhanced RF coverage from the Systems provided however, each such subcontractor and/or employee of subcontractor is under the control of AT&T and AT&T takes responsibility for the work and the performance of the subcontractor and their employees in performing services under this Amendment. AT&T Construction Manager will make multiple site visits throughout the construction process and to validate compliance with the specifications outlined in this Amendment. Along with the AT&T Construction manager site visits, AT&T will hold weekly meetings with Fulton County's Project Manager to discuss progress and address questions or issues that may arise.

**12. Article 22 of the Agreement shall be amended by the addition of the following Section 22.4**

Prior to entering upon any Fulton County property, each and every subcontractor of AT&T shall provide evidence of insurance as will fully protect it and Fulton County Government and its Commissioners, officials, and employees from claims for personal injury, bodily injury and property damage which may arise from or in connection with the performance of work by such subcontractor, its agents, representatives, or employees. Said insurance shall, at a minimum, comply with the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with Fulton County and AT&T named as additional insureds. Each subcontractor shall furnish to the County a Certificate of Insurance showing the required coverage prior to commencing work and upon request. The cancellation of any policy of insurance required by this by the Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

**13. Section 38.12.1 of the Agreement shall be amended by the addition of the following language:**

The Parties agree that (a) County does not have, and will not acquire through the Agreement, any proprietary or ownership rights or interest in the System, the Network, AT&T's cell sites and related components, or the Frequencies (b) each System, and all corresponding components, are and will remain the property of AT&T, and (c) AT&T will have the right to install, operate, maintain and remove any System at AT&T's expense consistent with the terms and conditions of this the Agreement as modified herein; and (d) AT&T has no proprietary or ownership rights in the Premises or County's facilities, including County-owned cabling and distribution systems, used as part of a System installation.

**14. Section 38.13 of the Agreement shall be amended by adding the following new subsections:**

**Section 38.13.5 The term "Equipment" shall be modified** to add the following sentence at the end: "Equipment shall also refer to any AT&T owned Equipment such as that used by AT&T in the Systems."

**Section 38.13.9 The term "Service" shall be modified** to add the following sentence at the end: "Service shall also refer to telecommunications services that have been enhanced by in-building Systems."

**Section 38.13.12 will be added as follows: Base Station**" means an AT&T-owned base transceiver station ("BTS") (e.g., BBU eNode-b, Node-b, mRBS, mRRUS, Picocell, Microcell, Macrocell) or any other device that generates RF.

**Section 38.13.14 will be added as follows: "Distributed Antenna System" or "DAS"** means AT&T-owned mounted on the interior of a building that can provide enhanced RF coverage to the interior of the building, the corresponding electronics, the cabling, and any distribution system required to connect the antennas to the electronics.

**Section 38.13.15 will be added as follows: "FCC"** means the Federal Communications Commission.

**Section 38.13.16 will be added as follows: "Frequency" or "Frequencies"** means the frequencies for which an AT&T Affiliate holds a license from the FCC for use in providing wireless telecommunication services and features.

**Section 38.13.17 will be added as follows:** “**Hazardous Materials**” means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil or health and safety.

**Section 38.13.18 will be added as follows:** “**Interference**” means undesired RF energy that AT&T has demonstrated has substantially degraded the quality of Service on licensed frequencies, which has resulted in distorted conversations, dropped calls, and blocked calls for the County, AT&T’s licensed Affiliates or other carriers.

**Section 38.13.19 will be added as follows:** “**LAN**” means Local-Area-Network, which is a system that has networking equipment and/or computers in close proximity to each other capable of communicating, sharing resources and information.

**Section 38.13.20 will be added as follows:** “**Modifications**” means any enhancements, expansions, upgrades, and adjustments intended to maintain and/or optimize the coverage and quality of AT&T’s Service to Fulton County.

**Section 38.13.21 will be added as follows:** “**Network**” means the AT&T infrastructure that is used to provide wireless radio telecommunications services on the Frequencies.

**Section 38.13.22 will be added as follows:** “**Premises**” means the individual, physical locations identified in Appendix B of the Agreement, which are also set forth as Exhibit A to this Amendment, including its sub-exhibits, which are attached hereto and incorporated herein by reference (collectively, “Exhibit A”).

**Section 38.13.23 will be added as follows:** “**Repeater**” means an AT&T-owned or COAM bi-directional amplifier.

**Section 38.13.24 will be added as follows:** “**RF**” means radio frequency.

**Section 38.13.25 will be added as follows:** “**Section**” and “**§**” mean sections of this Amendment, unless otherwise noted.

**Section 38.13.27 will be added as follows:** “**Small-Cell**” means a high capacity, low power small cell radio that generates RF for the purpose of extending Network coverage.

**Section 38.13.28 will be added as follows:** “**System**” means a customized in-building wireless radio telecommunications system comprised of one or more Base Station(s) or Small Cell or Repeater(s) (as applicable), the DAS (AT&T-owned), any related transmission facilities and any related equipment and cabling that will be installed for use on the Premises, as further described for each particular Premises in Exhibit A, to enable enhanced RF coverage from the Network as required by Section E of Exhibit C of the Agreement.

**Section 38.13.29 will be added as follows:** “**Transport**” means the public telecommunications infrastructure that permits telecommunications between and among defined Network termination points. (e.g., Ethernet, Power over Ethernet, Microwave).

**Section 38.13.30 will be added as follows:** “**WAN**” means Wide Area Network, a private or public network service generally provided by a telecommunications carrier that connects LANs across diverse geographic regions.

**Section 38.13.31 will be added as follows:** “**Wireless Service Agreement**” means that certain State of GA-Georgia Technology Authority Agreement between AT&T and State of GA-Georgia Technology Authority effective December 30, 2013.

**Section 38.13.32 will be added as follows:** “**Wi-Fi**” means a technology that allows electronic devices to connect to a wireless LAN network and has Access Points and Controllers.

**Section 38.13.33 will be added as follows:** “**Shut Down or Disable a System**” means a temporary disruption in the availability of a System, which temporary disruption shall be coordinated with Fulton County’s Project Manager to minimize its impact on Fulton County operations and AT&T’s wireless service coverage to Fulton County and which shall be promptly remedied. All such temporary disruptions shall also be subject to Section 17.6 of the Agreement; provided, however, that with respect to Public Safety operations, including but not limited to the Fulton County Jail, AT&T shall coordinate any temporary disruption with the Project Manager who will ensure that there is complete coordination with law enforcement and public safety personnel.

**15. The Agreement shall be amended by the addition of a new section 38.14.1.**

Upon reasonable notice to the Project Manager or her/his designee, County will in a timely manner allow AT&T access to Premises as reasonably required for the provision of Services. Access shall specifically encompass access to AT&T-owned Equipment and to each Premises as and when needed for the purposes of constructing, installing, repairing, maintaining, replacing, modifying and/or removing Equipment in accordance with the Agreement. When accessing the Premises to complete any necessary installation, maintenance, repair, replacement, removal or other Modifications of any System, AT&T agrees to be subject to County's reasonable security procedures and protocol at no cost to AT&T. To the extent it deems necessary, County will provide escorts when any AT&T personnel are on County-owned property at no cost to AT&T.

**16. The Agreement shall be amended by adding the following new Section 38.15 "Systems and Premises":**

**38.15.1 Identification.** The Parties acknowledge and agree that a unique System will be required for each of the Premises identified in Schedule A. These Premises will be identified in sub-Schedules to Schedule A as "Premises 1", "Premises 2" and so on. Similarly, the corresponding Systems and any System-specific issues will be described in these sub-Schedules. The Parties further acknowledge and agree that they may add additional Systems to existing Premises, or add new Premises in the future, by mutually agreed upon amendment. Unless otherwise set forth in Schedule A, all terms and conditions of this Amendment apply to each and all such Systems and Premises.

**38.15.2 Installation.** AT&T will install the AT&T-owned components of each System on the corresponding Premises in accordance with the corresponding System design(s).

**38.15.4 Exclusive Use of Base Station(s).** AT&T will not connect a Base Station to another customer's System in any Premises occupied solely by County. In the event a premise is not occupied solely by the County, then AT&T may connect the base station to another customer's system provided that no degradation of service occurs to Fulton County.

**38.15.5 Maintenance and Monitoring.** AT&T will maintain the System on the Premises at AT&T's expense. AT&T will not maintain nor will it pay for any cabling related to a System damaged by County. Due to AT&T's ownership rights and FCC requirements, AT&T has the right to monitor the operation of a System twenty-four hours per day, seven days per week, in order to determine System performance and to ensure that County and/or a System does not cause Interference. In order for AT&T to determine the cause of any Interference it has identified in the immediate vicinity of a System, AT&T may, at its option, temporarily Disable or Shut down such System while AT&T substantially eliminates the Interference. In the event AT&T intends to exercise its option to temporarily disable or shut down a System, then AT&T will so advise the Project Manager in accordance with the Agreement and Section 38.13.33 set forth above.

**38.15.6 Capacity and Modification.** County will coordinate with AT&T when making changes to a Premises in order to avoid Interference. To the extent that AT&T determines that a Modification to the System is necessary because of the County's change in the Premises itself or in the County's use of the Premises, any such Modification will be made at the County's sole expense. Any County-proposed Modifications to a System are subject to AT&T's prior written approval, and, if approved, will be coordinated by AT&T at County's sole expense. With prior notification to County in accordance with the Agreement (a) AT&T may in its sole discretion propose and make Modifications to the System at AT&T's Expense to enhance the County's use of the Service; (b) any such Modifications may require additional space and consume additional power at the Premises, In the event that the County fails to coordinate with AT&T when it makes changes in the Premises itself or uses of a Premises such that these changes cause Interference; and no solution to this interference can be found immediately, then AT&T may temporarily Disable or Shut Down the impacted System upon the greatest advance practicable notice to the Project Manager in accordance with the Agreement and Section 38.13.33 set forth above.

**38.15.7: Connectivity.** County understands and agrees that in the event a System includes a Base Station, then the Base Station requires connectivity to the Network via telephone company transport facilities, and AT&T will provide such connectivity at AT&T's expense. County understands and agrees Small-Cells require Transport. If County is responsible to provide Transport it must be available on a twenty-four (24) hour, seven (7) day a week basis and maintained in good condition and repair. County acknowledges and agrees that failure to support the provision of the Transport as set forth herein will prevent the System from operating.

**17. The Agreement will be amended by adding the following new Section 38.19:**

**38.19** In the event the FCC, the respective State Public Utilities Commission or any other regulatory agency or legislative body promulgates any rule, regulation or order that in effect or application prohibits or adversely affects AT&T's ability to fulfill its obligations hereunder, AT&T will cooperate and use best efforts to develop alternative solution to the Services provided under this Amendment to the extent legally permissible.

**18. The Agreement is amended by adding the following new Section 38.18 "Compliance with FCC Rules and Regulations":**

**Section 38.18. Compliance with FCC Rules and Regulations.** AT&T is a wireless carrier that uses federally licensed spectrum and is subject to rules and regulations of the Federal Communications Commission (FCC). The FCC has published specific regulatory guidelines as to the maximum permissible exposure (MPE) of radio frequency (RF) emissions. In connection with AT&T's installation of the equipment to be installed pursuant to this Amendment at County locations, there may be circumstances when applicable FCC rules require AT&T to implement precautionary measures to implement safety protections for the benefit of the public relating to RF emissions. These include but are not limited to the placement of visible signage and/or physical barriers near the equipment's antenna. County hereby grants and/or will obtain for AT&T the right to post all required signage, place all barriers and otherwise comply with the applicable FCC regulations at all locations where AT&T installs the equipment to be installed pursuant to this Amendment.

**IN WITNESS THEREOF**, the Parties hereto have caused this Amendment No. 1 to the Agreement to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year first written below.

OWNER:

**FULTON COUNTY, GEORGIA**

CONTRACTOR:

**AT&T Mobility National Accounts LLC  
By: AT&T Mobility Corporation, its Manager**

\_\_\_\_\_  
John H. Eaves, Commission Chair  
Board of Commissioners

ATTEST:

\_\_\_\_\_  
Linda J. Cottingham  
Executive Contract Lead  
ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Interim Clerk to the Commission (Seal)

\_\_\_\_\_  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Sallie Wright, Chief Information Officer  
Information Technology

**SCHEDULE A**

**Premises**

**Schedule(s) A 1-2, 3, 4 and 5, attached below.**

AT&T funding for Premises 1, 2, 3, 4, and 5 is offered based upon the following County requirement:

**Service Enhancement Funds.** Provided the County activates eighteen hundred (1,800) new Corporate Responsible Users ("CRUs") within one (180) days of the build out of the ISE, AT&T will agree to fund up to \$200,000 for County's dedicated Inbuilding service enhancement projects ("Service Enhancement Funds"). If County fails to activate the minimum number of CRUs described above in the period specified then AT&T will require reimbursement of up to \$125 per CRU not activated.

AT&T acknowledges that Fulton County has activated or has placed orders to cover the above requirement of eighteen hundred (1800) new CRUs.

**SCHEDULE A -1****Premises 1****A. Location.**

Physical address of Premises: **141 Pryor St. SW, Atlanta, GA 30303**

**B. Installation Fee.**

Amount: \$ **0.00**

**C. System-Related Funding Provided by AT&T.**

Amount: \$ **83,000.00**

**D. Special Notes.**

AT&T recommends that the System be installed with two (2) hours of power back up in case of a power outage. This requires that each piece of active equipment be installed with DC power and battery back-up system(s). County has both an uninterruptable power supply and batteries in MDF and IDF closets and , County acknowledges that the System will be operational in the event of a power outage:

- ✓ County is providing a UPS (uninterruptible power supply).
  - ✓ County is NOT providing a Generator back up.
  - ✓ County declines the installation/use of batteries in MDF and IDF closet(s).
- County shall report any trouble on the installed System via the help desk: 800-317-0935.

## SCHEDULE A -2 Premises 2

### A. Location.

Physical address of Premises: **130 Peachtree St. SW, Atlanta, GA 30303**

### B. Installation Fee.

Amount: \$ **0.00**

### C. System-Related Funding Provided by AT&T.

Amount: \$ **30,000.00**

### D. Special Notes.

AT&T recommends that the System be installed with two (2) hours of power back up in case of a power outage. This requires that each piece of active equipment be installed with DC power and battery back-up system(s). County has both an uninterruptable power supply and batteries in MDF and IDF closets and, County acknowledges that the System will be operational in the event of a power outage:

- ✓ County is providing a UPS (uninterruptible power supply).
- ✓ County is NOT providing a Generator back up.
- ✓ County declines the installation/use of batteries in MDF and IDF closet(s).

County shall report any trouble on the installed System via the help desk: 800-317-0935

**SCHEDULE A -3**  
**Premises 3**

**A. Location.**

Physical address of Premises: **395 Pryor St. SW, Atlanta, GA 30312**

**B. Installation Fee.**

Amount: **\$ 0.00**

**C. System-Related Funding Provided by AT&T.**

Amount: **\$ 29,000.00**

**D. Special Notes.**

AT&T recommends that the System be installed with two (2) hours of power back up in case of a power outage. This requires that each piece of active equipment be installed with DC power and battery back-up system(s). County has both an uninterruptible power supply and batteries in MDF and IDF closets and, County acknowledges that the System will be operational in the event of a power outage:

- ✓ County is providing a UPS (uninterruptible power supply).
- ✓ County is NOT providing a Generator back up.
- ✓ County declines the installation/use of batteries in MDF and IDF closet(s).

County shall report any trouble on the installed System via the help desk: 800-317-0935.



## SCHEDULE A - 4

### Premises 4

**A. Location.**

Physical address of Premises: **7472 Cochran Rd., Atlanta, GA 30349**

**B. Installation Fee.**

Amount: \$ **0.00**

**C. System-Related Funding Provided by AT&T.**

Amount: \$ **28,000.00**

**D. Special Notes.**

AT&T recommends that the System be installed with two (2) hours of power back up in case of a power outage. This requires that each piece of active equipment be installed with DC power and battery back-up system(s). County has both an uninterruptable power supply and batteries in MDF and IDF closets and, County acknowledges that the System will be operational in the event of a power outage:

- ✓ County is providing a UPS (uninterruptible power supply).
- ✓ County is NOT providing a Generator back up.
- ✓ County declines the installation/use of batteries in MDF and IDF closet(s).

County shall report any trouble on the installed System via the help desk: 800-317-0935

**SCHEDULE A -5**  
**Premises 5**

**A. Location.**

Physical address of Premises: 901 Rice St. NW, Atlanta, GA 30318

**B. Installation Fee.**

Amount: \$ **0.00**

**C. System-Related Funding Provided by AT&T.**

Amount: \$ **30,000.00**

**D. Special Notes.**

AT&T recommends that the System be installed with two (2) hours of power back up in case of a power outage. This requires that each piece of active equipment be installed with DC power and battery back-up system(s). County has both an uninterruptable power supply and batteries in MDF and IDF closets and, County acknowledges that the System will be operational in the event of a power outage:

- ✓ County is providing a UPS (uninterruptible power supply).
- ✓ County is NOT providing a Generator back up.
- ✓ County declines the installation/use of batteries in MDF and IDF closet(s).

County shall report any trouble on the installed System via the help desk: 800-317-0935