

RESOLUTION NO. 24-139

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AGREEMENTS WITH AT&T ENTERPRISES, LLC, d/b/a AT&T ENTERPRISES FLORIDA, LLC, AND T-MOBILE USA, INC. FOR CELLULAR SERVICES TO CITY FACILITIES, DEVICES, AND EQUIPMENT IN AN INITIAL ESTIMATED ANNUAL AMOUNT OF \$270,100.00.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain proposal between the City and **AT&T Enterprises, LLC, d/b/a AT&T Enterprises Florida, LLC**, as primary cellular service provider for cellular services to City facilities, devices, and equipment in substantially the form **attached** and presented to the Council today as Exhibit A, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain proposal between the City and **T-Mobile USA, Inc.** as a secondary cellular service provider for cellular services to City facilities, devices, and equipment in substantially the form **attached** and presented to the Council today as Exhibit B, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 13th day of June, 2024.

CITY OF PANAMA CITY BEACH

By: 
Stuart Tettermer, Mayor

ATTEST:


Lynne Fasone, City Clerk

AGREEMENT

for

CELLULAR SERVICE

THIS AGREEMENT for CELLULAR SERVICE (this Agreement) is made and entered into this ^{13th} day of June, 2024, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (**City**) and **AT&T ENTERPRISES, LLC, d/b/a AT&T ENTERPRISES FLORIDA, LLC**, successor in interest to AT&T Corp. (**Contractor** or **Vendor** or **AT&T**).

PREMISES

1. STATE CONTRACT

AT&T shall offer to City the goods and services of available under that certain State Contract DMS-19/20-006A (as now or hereafter amended, restated or otherwise modified, the **State Contract**), subject to the terms, conditions and pricing of the State Contract, in accordance with orders placed by the City from time to time in accordance with the State Contract.

2. RFP NO. PCB24-28 ((CELLULAR SERVICES)) AND AT&T RESPONSE

This Agreement incorporates by reference the terms and conditions of that certain RFP No. PCB24-28 (Cellular Services) of the City, as responded to by AT&T.

3. ORDER OF PRECEDENCE

Any conflicts in terms shall be resolved as follows, in descending order of priority:

- A. the State Contract;
- B. the text of this Agreement;
- C. AT&T's Response to RFP No. PCB24-28 (Cellular Services);
- D. RFP No. PCB24-28 (Cellular Services).

4. TERM

Unless sooner terminated in accordance with its terms (including, without limitation, the terms of the State Contract, this Agreement shall take effect on the date first written above and be valid for a period of three (3) years with up to twelve (12) one-year optional renewals if mutually agreed upon by both parties; provided that in all events, this Agreement shall terminate upon the expiration or sooner termination of the State Contract.

5. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor/Vendor.

7. NOTICES BETWEEN CITY AND AT&T

Any notice required by this Agreement (including, without limitation, the State Contract) shall be directed to the parties as follows:

A. As to City:

City Representative: Draw Whitman

Title/Position: City Manager

17007 Panama City Beach Parkway, Panama City Beach, FL 32413

Phone: 850-233-5100 Ext.2230

B. As to Contractor/Vendor: AT&T

Contract Representative: Michelle Cox

Title/Position: Client Solutions Executive

Email Address: mc494c@att.com

Mailing Address: 12150 Research Parkway
Orlando, FL 32826

Phone: 850-570-5567

8. ENTIRE AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among the parties.

9. EXECUTION LOGISTICS

An original signature to this Agreement that is transmitted by a party via facsimile or other electronic transmission of a scanned document (e.g., .pdf or similar format) shall be a true and valid signature for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute only one document.

[NO FURTHER TEXT ON THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Contractor/Vendor and City has executed this Agreement as of the day and year first written above.

**AT&T ENTERPRISES, LLC, D/B/A
AT&T ENTERPRISES FLORIDA, LLC**

By: _____
Name: _____
Title: _____
Date: _____


WITNESS 1

By: _____
Name: _____
Title: _____
Date: _____

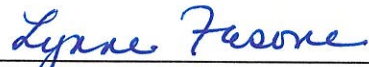
WITNESS 2

By: _____
Name: _____
Title: _____
Date: _____

**THE CITY OF PANAMA CITY
BEACH, FLORIDA,**
a municipal corporation

By:  _____
Drew Whitman, City Manager
Date: 6-20-24

ATTEST:



City Clerk
Date: 06/20/24