Purpose

The Proposal Acceptance Letter (PAL) functions as the funding request for the NG9-1-1 Migration Program. Primary PSAPs and secondary PSAPs currently served by a selective router pair are eligible to submit a PAL and request funding from the 9-1-1 Services Board (the “Board”). The PAL confirms a PSAP’s acceptance of the information contained in their NG9-1-1 Migration Proposal (MP) and signals their intent to deploy NG9-1-1. The PAL should be submitted to the electronic mailbox for the PSAP Grant Program - psapgrants@vita.virginia.gov.

The funding cycle for the NG9-1-1 Migration Program starts on July 1, 2018 and remains open throughout the NG9-1-1 deployment period. The 9-1-1 Services Board will review funding requests received no later than 45 calendar days in advance of each regularly scheduled meeting. A Grant ID and email receipt notification will be sent to the e-mail address listed on the PAL.

The funding amount requested in the PAL should not exceed the recurring and non-recurring cost estimates contained in the MP. After reviewing a PSAP’s MP and PAL, the Board will approve funding for specific equipment and services. Contingency funding will be available should the final cost be slightly higher so long as the original scope of the effort does not change. Similarly, if the final cost is lower, the budget will be adjusted lower. This additional funding cannot be shifted to another part of the project. Also, if a PSAP’s MP needs to be revised for a material change after it has been approved by the Board, an additional PAL would need to be submitted to obtain any additional funding.

When the Board approves a PSAP’s funding request, the PSAP will be expected to execute a contract vehicle with a NG9-1-1 solutions provider within three months of the award date. If a PSAP needs additional time to execute this contract, the PSAP will need to request an extension from the Board. The PSAP will also be expected to complete all identified NG9-1-1 ready implementation steps within three months of the scheduled deployment date. Funding for approved equipment and services may not be immediately available to a PSAP. ISP staff will provide a spending plan, specific to a PSAP’s deployment schedule, that details in which year of the deployment period funding will for available to the PSAP.
PARTICIPATION AGREEMENT

WHEREAS, AT&T Corp. (“AT&T”) and Fairfax County are parties to that Contract Number 4400007825 for Next Generation Core Services Solution (NGCS), between the County of Fairfax and AT&T Corp., dated August 8, 2017, including the Acceptance Agreement, the Memorandum of Negotiations, and all attachments and documents incorporated therein (the “Fairfax Agreement”); and

WHEREAS, (“Participant”) wishes to purchase certain AT&T ESinet™ [and optional] services from AT&T under the same terms and conditions provided for in the Fairfax Agreement;

NOW, THEREFORE, PREMISES CONSIDERED, PARTICIPANT AND AT&T AGREE AS FOLLOWS:

1. This Participation Agreement is made between Participant and AT&T (collectively, the “Parties”), and is effective on the date when first signed by both parties. Fairfax County is not a party to this Participation Agreement and takes on no obligations and receives no entitlements as a result of this Participation Agreement.

2. Participant agrees to purchase AT&T ESinet™ [and optional] services in accordance with the terms, conditions, and pricing contained in the Fairfax Agreement, attached hereto as Exhibit “A”, as specified in more detail in Participant’s purchase order(s) attached hereto as Exhibit(s) “B” [attach B-1, B-2, B-3, as needed].

3. Participant agrees to be bound by and pay for all services obtained pursuant to this Participation Agreement and agrees that all terms, conditions, rights and remedies under the Fairfax Agreement applicable to Fairfax County are fully enforceable against Participant as if Participant were the “County” or “Fairfax County” under the Fairfax Agreement. AT&T agrees to provide the AT&T ESinet™ [and optional] services to Participant pursuant to the terms and conditions of the Fairfax Agreement and this Participation Agreement.

4. Under this Participation Agreement, all orders for services must be entered no later than August 7, 2025. Services obtained under this Participation Agreement will terminate on or before August 7, 2027, or such earlier date as may be set forth in an individual purchase order.

5. This Participation Agreement may not be assigned by Participant. Any such assignment shall be null and void.

6. AT&T may disclose the fact of Participant’s participation to Fairfax County. Such disclosures may include Participant’s name, services purchased, monthly or annual usage, total billings and payment status.

7. In the event of a conflict between the terms contained in this Participation Agreement and the Fairfax Agreement, the terms of this Participation Agreement shall control.

8. Any required notices under this Participation Agreement shall be in writing and shall be sent to the office of the recipient set forth below or to such other office or recipient as designated in writing from time to time:

SS2951_SR: 1-6OHQZH_H_RLR:802287v12
To Participant:

Name: 
Title: 
Address: 

To AT&T:

Name: 
Title: 
Address: 

9. This Participation Agreement constitutes the entire agreement between the parties. This agreement supersedes all prior agreements, proposals, representations, statements or understandings, whether written or oral concerning the services. This agreement shall not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, or service descriptions not expressly set forth or incorporated by this Agreement.

10. Each signatory below represents that he or she is authorized to sign this Participating Agreement on behalf of the party designated.

IN WITNESS WHEREOF, AT&T and Participant have caused this Participation Agreement to be executed by their duly authorized representatives as of the date written below.

AT&T Corp.

By: ____________________________
(by its authorized representative)

(Typed or Printed Name)

>Title:

(Date)

By: ____________________________
(by its authorized representative)

(Typed or Printed Name)

>Title:

(Date)
Local Project Manager (Contact)

PSAP/HOST PSAP NAME: Appomattox County

CONTACT TITLE: Public Safety Director

CONTACT FIRST NAME: Bobby

CONTACT LAST NAME: Wingfield

ADDRESS 1: 339 Cour: St.

ADDRESS 2: P.O.Box 863

CITY: Appomattox

ZIP CODE: 24522

CONTACT EMAIL: bobby.wingfield@appomattoxcountyva.gov

CONTACT PHONE NUMBER: 4343523950

CONTACT MOBILE NUMBER: 4346108872

CONTACT FAX NUMBER: 4343523968

Financial Information

Amount Requested: $ 485,359.95

Date of Completed Migration Proposal: September 16, 2019

PSAP preference for Board payment on behalf of PSAP for incurred eligible NG9-1-1 expenses:

☑ Yes    ☐ No