

PURCHASING POLICY EXCEPTION FORM

FROM:

DATE: October 28, 2022
DEPARTMENT: Hernando County Fire and Emergency Services
VENDOR: AT&T

DEPT DIRECTOR/
MGR SIGNATURE: [Signature] DATE: 10/28/22

Amount of Invoice: \$ 500.00 **Invoice Date:** June 16, 2022

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

AT&T has requested an additional amount of \$500.00 due to a billing error on their part.

Please forward all documentation with this form attached, and letter of explanation, to the Chief Procurement Officer.

TO: CHIEF PROCUREMENT OFFICER
Please review, and upon approval, forward to County Administration.

[Signature] Date: 10/28/2022

Resolution: Dept had previously resolved issue. Vendor made error in initial billing and presented a second invoice. As previously handled through PE.

To process this disbursement, the request must be approved by the County Administrator.

TO: COUNTY ADMINISTRATOR
Please review, and upon approval, forward to the Finance Department for processing.
APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): [Signature]
DATE: 10/28/22

APPROVED FOR PAYMENT:
FINANCE DIRECTOR/
ASST. FINANCE DIRECTOR Frances Pioszak

APPROVED
By Frances Pioszak at 1:49 pm, Oct 28, 2022



DEPARTMENT OF PUBLIC SAFETY

FIRE & EMERGENCY SERVICES



15470 FLIGHT PATH DRIVE • BROOKSVILLE FLORIDA 34604

P 352.540.4353 • F 352.540.4355 • W www.HernandoCounty.us

TO: TONI BRADY, CHIEF PROCUREMENT OFFICER
 FROM: KELLY TROUT, HCFES FINANCE MANAGER
 DATE: OCTOBER 28, 2022
 SUBJECT: PURCHASING POLICY EXCEPTION

Payment was made to AT&T previously. AT&T notified us on October 26, 2022, that a credit was listed on the original invoice in error and the credit is still due.

An AT&T specialist stated in their email that a billing mistake was made on their part.

	5304601	Repair/Mnt - Bldg & Grnd	
1661-02261-	5606359	Improve HCFRD	\$300.00
	5304601		
1691-02491-	5606359	Improve HCFRD	\$200.00



LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF FIXED COST

October 26, 2022

CR #: 218831

Project Number: A02D8CD

Customer Name: HERNANDO COUNTY FIRE & EMERGENCY SERVICES

Billing Address: 15470 FLIGHT PATH DR., BROOKSVILLE, FL 34604

Contact Name: BARBARA CARTER-LANSAW

Contact email Address: BCARTERLANSAW@CO.HEMANDO.FL

Contact Phone Number: (352) 754-4829

Site Location: 9252 SPRING HILL DRIVE, SPRING HILL, FL

AT&T has received a request from you to perform the following work:

RELOCATING 40' SECTION OF AT&T COPPER CABLE FOR HERNANDO COUNTY FIRE STATION IN CONFLICT WITH THE TRAFFIC MAST ARM.

<i>Estimated Fixed Cost Quote</i>	
Expenses	Amount
ENGINEERING LABOR	\$ 3,177.39
MATERIAL COST	\$ 3,486.89
CONSTRUCTION LABOR	\$ 11,253.40
CONTRACTOR COST	\$ 581.29
MISC. COST	\$ 0.00
	Estimated Contract Price \$ 18,498.97
	Less Credits/Payments \$ 17,998.97
	Total Balance Due \$ 500.00

Customer requests that BellSouth Telecommunications, LLC. d/b/a AT&T Southeast (hereafter "AT&T") perform the above-described custom work on Customer's behalf. Customer agrees to pay the charge (s) indicated above for such work. The charge(s) will be computed in accordance with AT&T's ordinary accounting practices and will include its estimate for allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses, corporate overhead loadings, and sundry billings from sub-contractors and suppliers for work and materials related to the job.

Customer agrees to make an advance payment of \$ 500.00 prior to commencement of work.

CUSTOM WORK AGREEMENT

CR #: 218831

Project Number: A02D8CD

AT&T and Customer hereby agree to the following terms and conditions:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.
2. **Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto and incorporated herein by this reference ("Special Construction"). As consideration for the Special Construction, Customer shall pay to AT&T \$ 500.00 . Payment in full required before the special construction will begin.
3. **Price Quote.** The price is guaranteed for 60 days from October 26, 2022 . If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.
4. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.
5. **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, as applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.
6. **Changes in Scope of Work.** The parties recognize that this is an 'Estimated Cost' contract. If the Customer initiates changes in the scope of the work after AT&T has provided this price quote or after executing this contract, the above price quote and this contract is null and void and a new price estimate must be provided based on the new scope of work. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.

7. **Changes Due To Field Conditions.** In the event there exists a condition in the field that is different from the field conditions that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost or, if applicable, AT&T shall remit any difference paid. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the above price quote was provided.
8. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its converted lines and any cabinets, terminals, or other facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.
9. **Time to Complete.** Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.
10. **Indemnification and Hold Harmless.** Both parties, its agents, servants, and employees hereby agree to indemnify and hold harmless each other, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of both parties, its agents, servants, or employees, to the extent provided by law.

11. **Miscellaneous.**

- A. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
- B. Effect of Waiver. No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition, or duty.
- C. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- D. Interpretation. The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.
- E. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the state that the work site location is located without regard to that state conflict of law principles.
- F. Attorneys' fees. If either party materially breaches this Agreement and should the non-breaching party seek to enforce its rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.
- G. Authority. The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
- H. No Precedent. Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.
- I. Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.
- J. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for 60 days from the date of this letter.

CR #: 218831

Project Number: A02D8CD

Date Quote Expires: 12/25/2022

AT&T Design Engineer: Nadia Cross

ACCEPTED FOR CUSTOMER:

Authorized Signature

Title:

Company:

Printed Name:

Date:

AT&T CWO Manager Contact Information

Steve Piette

Digitally signed by Steve Piette
Date: 2022.10.26 13:50:20 -05'00'

CWO Manager

Phone Number: (262) 347-9110

Email Address: steve.piette@att.com

Date: October 26, 2022

Please send check payable to AT&T CWO along with signed agreement to:
AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186

Barbara Carter-Lansaw

From: PIETTE, STEVE <sp3579@att.com>
Sent: Wednesday, October 26, 2022 2:57 PM
To: Barbara Carter-Lansaw
Subject: new invoice with \$500 balance
Attachments: AT&T Invoice - CR 218831- A02D8CD - HERNANDO COUNTY FIRE & EMERGENCY SERVICES_10_26_2022.pdf; ATT LOA.pdf

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Barbara.

I made a mistake on this invoice after I changed section 10.
I inadvertently gave you a \$500 credit. You didn't need to send in a down payment and I forgot to remove it on the second invoice sent to you
I had it correct with the first one I sent out.

We received your payment and I was notified of my error.

Please see your executed invoice and a new one showing the payment received showing a \$500.00 balance.
I'm **very sorry** for the inconvenience

Thank you,

Steve Piette
Customer Contracts Specialist
Customer Work Order Center

AT&T East Region
220 Wisconsin Avenue, Waukesha, WI, 53186
(262) 347-9110 steve.piette@att.com

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From: PIETTE, STEVE
Sent: Thursday, June 16, 2022 9:50 AM
To: Barbara Carter-Lansaw <bcarterlansaw@co.hernando.fl.us>; Erik Van De Boogaard <EVanDeBoogaard@co.hernando.fl.us>; CROSS, NADIA <nd1785@att.com>
Subject: RE: LR 2022-321 AT & T Letter of Agreement invoice #10 changed

Hello,

Modified invoice attached.

Thank you,

Steve Piette

Customer Contracts Specialist
Customer Work Order Center

AT&T East Region

220 Wisconsin Avenue, Waukesha, WI, 53186
(262) 347-9110 steve.piette@att.com

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From: Barbara Carter-Lansaw <bcarterlansaw@co.hernando.fl.us>

Sent: Thursday, June 16, 2022 8:00 AM

To: PIETTE, STEVE <sp3579@att.com>; Erik Van De Boogaard <EVanDeBoogaard@co.hernando.fl.us>; CROSS, NADIA <nd1785@att.com>

Subject: RE: LR 2022-321 AT & T Letter of Agreement invoice verbiage change

Hi Steve,

Can you please send me the revised agreement with the one change made?

I will send it back to our legal department and let them know that your Attorney is not wanting to make the change listed in #2

Have a good Day!

Barbara Carter-Lansaw

Accounting Clerk III

Hernando County Fire & Emergency Services

15470 Flight Path Dr

Brooksville, FL 34604

(352) 754-4829 (Office)

blansaw@hernandocounty.us



From: PIETTE, STEVE <sp3579@att.com>

Sent: Thursday, June 16, 2022 8:54 AM

To: Erik Van De Boogaard <EVanDeBoogaard@co.hernando.fl.us>; CROSS, NADIA <nd1785@att.com>

Cc: Barbara Carter-Lansaw <bcarterlansaw@co.hernando.fl.us>

Subject: RE: LR 2022-321 AT & T Letter of Agreement invoice verbiage change

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Hi

I can make the change on #1

Attorney is not wanting to make the change listed in #2

Thank you,

Steve Piette

Customer Contracts Specialist
Customer Work Order Center

AT&T East Region

220 Wisconsin Avenue, Waukesha, WI, 53186
(262) 347-9110 steve.piette@att.com

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From: Erik Van De Boogaard <EVanDeBoogaard@co.hernando.fl.us>
Sent: Thursday, June 16, 2022 7:26 AM
To: CROSS, NADIA <nd1785@att.com>
Cc: Barbara Carter-Lansaw <bcarterlansaw@co.hernando.fl.us>; PIETTE, STEVE <sp3579@att.com>
Subject: FW: LR 2022-321 AT & T Letter of Agreement

I understand you are inquiring about this.
I had sent this back to Steve upon our legal review and was awaiting a response.

Thanks

Erik van de Boogaard, CGC1526021
Hernando County Construction Projects Coordinator
1525 E. Jefferson Street
Brooksville, FL 34601
evandeboogaard@co.hernando.fl.us
Office 352-754-4096 ext-17037
Cell 352-651-8265



From: Erik Van De Boogaard <EVanDeBoogaard@co.hernando.fl.us>
Sent: Thursday, June 9, 2022 3:00 PM
To: steve.piette@att.com
Subject: Fwd: LR 2022-321 AT & T Letter of Agreement

Please review and advise.
Erik

From: Barbara Carter-Lansaw <bcarterlansaw@co.hernando.fl.us>
Sent: Thursday, June 9, 2022 2:48:35 PM
To: Erik Van De Boogaard <EVanDeBoogaard@co.hernando.fl.us>
Cc: Kelly Trout <KTrout@co.hernando.fl.us>
Subject: FW: LR 2022-321 AT & T Letter of Agreement

Erik,

Our legal department suggest the items below to be changed in AT&T's agreement

Have a good Day!

Barbara Carter-Lansaw
Accounting Clerk III
Hernando County Fire & Emergency Services
15470 Flight Path Dr
Brooksville, FL 34604
(352) 754-4829 (Office)
blansaw@hernandocounty.us



From: Kyle Benda <KBenda@co.hernando.fl.us>
Sent: Thursday, June 9, 2022 2:36 PM
To: Barbara Carter-Lansaw <bcarterlansaw@co.hernando.fl.us>
Cc: Pamela Hare <PHare@co.hernando.fl.us>; Lisa Morgan <LMorgan@co.hernando.fl.us>
Subject: LR 2022-321 AT & T Letter of Agreement

Hey Barbara,

I would suggest the following two changes to the agreement:

1. Paragraph 10 (Indemnification and Hold Harmless): I would add at the end of the section "to the extent provided for by law."
2. I would take out Paragraph 11, Subparagraph F and replace it with "Attorneys' Fees. In the event of a dispute related to or arising out of this Agreement, each party agrees to pay its own costs, including attorneys' fees."

Let me know if you have any questions.

Best,



KYLE J. BENDA

Assistant County Attorney

County Attorney's Office

kbenda@hernandocounty.us

A 20 N Main St, Suite 462, Brooksville, FL 31401-2850

P 352-754-4122 | F 352-754-4001 | www.hernandocounty.us/

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