

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY  
AND RECORD OF ACTION**

January 24, 2023

**FROM**

**CHAD NOTTINGHAM, Deputy Executive Officer, Innovation and Technology Department**

**SUBJECT**

Contract with Frontier Communications of America, Inc. for Countywide Telecommunication Services

**RECOMMENDATION(S)**

Approve Amendment No. 1 to Contract No. 19-394, including non-standard terms, with Frontier Communications of America, Inc. to add an additional service schedule for Session Initiation Protocol trunking, with no change to the not-to-exceed amount of \$12,200,000, or the contract period of July 1, 2019, through June 30, 2024.

(Presenter: Chad Nottingham, Deputy Executive Officer, 387-4811)

**COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES**

**Improve County Government Operations.**

**Operate in a Fiscally-Responsible and Business-Like Manner.**

**FINANCIAL IMPACT**

Approval of Amendment No. 1 to Contract No. 19-394 with Frontier Communications of America, Inc. (Frontier) will not result in the use of Discretionary General Funding (Net County Cost). Operating costs are recovered via service rates approved annually by the Board of Supervisors (Board). The not-to-exceed amount of \$12,200,000 is sufficient to allow for payment of the annual recurring charge of \$47,174 for Session Initiation Protocol (SIP) trunking services for the remaining period of the performance of the Contract, through June 30, 2024. Innovation and Technology Department's (ITD) current annual cost under this contract is \$1,976,292, which does not include the proposed annual increase of \$47,174 for added services. Sufficient appropriation has been included in the Innovation and Technology Department (ITD) Telecommunication Services 2022-23 budget and will be included in future recommended budgets.

**BACKGROUND INFORMATION**

ITD provides a variety of professional information technology and data communications services to all County departments and special districts. These ITD services include providing basic telephone services and call center services to County department users. The County's telephone network requires trunking, a communication method that connects the County's telephone network calls to the public telephone network.

The County's Voice over Internet Protocol (VoIP) telephone system that provides local and long-distance calling utilizes modern Session Initiation Protocol (SIP) trunking to interface the County's VoIP system to the public telephone network. SIP trunking will replace standard phone lines with a more modern trunking technology. This change will add more features to make the County's telephone system and number plan easier to manage and troubleshoot, while improving redundancy with automatic failover capabilities.

The County's call center telephone system provides departments with the capability to have individualized call center functionality with business specific features. Currently, the call center telephone system is utilizing older Primary Rate Interface (PRI) trunking. PRI trunking occurs through the physical telephone line and has delayed response times for troubleshooting, additions, and upgrading. This Amendment will allow ITD to upgrade the call center trunking to the new, modern SIP trunking technology, which will allow ITD to customize the implementation and configuration on an ongoing basis of the call center and telephone architecture.

On June 11, 2019 (Item No. 34), the Board approved Contract No. 19-394 with Frontier for Countywide telecommunication services, through June 30, 2024, with a total not-to-exceed amount of \$12,200,000. Amendment No. 1 to Contract 19-394 will add a new service schedule to the existing contract with Frontier for SIP trunking services at a total cost of \$47,174 annually, with no change to the not-to-exceed amount of \$12,200,000, for the remainder of the contract period, through June 30, 2024, which will allow the County to convert the call center trunking from PRI trunking to SIP trunking.

Amendment No. 1 to Contract No. 19-394 (Amendment) revises the terms of the previously approved contract to include the following non-standard terms:

1. The County agrees to defend, indemnify, and hold Frontier harmless from any liability arising from the County's failure to provide notices to individuals using the service that the equipment cannot be used for emergency calls during a broadband or electrical power failure, and otherwise related to the use of 911 services, except to the extent cause by Frontier's gross negligence or willful misconduct.
  - The County standard contract does not include any indemnification or defense by the County of a contractor.
  - Potential Impact: By agreeing to indemnify Frontier, the County could be contractually waiving the protection of sovereign immunity. Claims that may otherwise be barred against the County, time limited, or expense limited could be brought against Frontier without such limitations and the County would be responsible to defend and reimburse Frontier for costs, expenses, and damages, which could exceed the total contract amount.
2. Frontier disclaims all liability to the County based on claims arising from the provision of emergency 911 services or the County's use of any equipment or facility furnishing emergency 911 services. Frontier further disclaims all liability for infringement or invasion of privacy arising from the County's use of the emergency 911 services, excluding Frontier's gross negligence, willful misconduct, or violation of law.
  - The County standard contract does not include a limitation of liability.
  - Potential Impact: Claims could exceed the liability cap and the contract amount leaving the County financially liable for the excess.
3. There is no termination for convenience and once the order is accepted, cancellation fees apply, including a processing fee of \$750, total costs and expenditures of establishing the service or providing the equipment, construction and engineering costs, and equipment restocking fees.
  - The County standard contract gives the County the right to terminate the contract, for any reason, with a thirty (30) day written notice of termination without any obligation other than to pay amounts for services rendered and expenses reasonably incurred prior to the effective date of termination.
  - Potential Impact: Upon any termination by either party regardless of cause, the County is required to pay a cancellation fees, and other costs and expenses, which could result in payment liability where no funds are available due to lack of allocation or loss of funding.

ITD recommends approval of Amendment No. 1 to Contract 19-394, including the non-standard terms, to add the SIP trunking service schedule to the contract, which will allow ITD to use additional features to manage the County's telephone system and call center for the remainder of the contract period.

**PROCUREMENT**

Contract No. 19-394 was competitively sourced through Request for Proposal (RFP) No. ISD119-ADM-3088 via the County's Electronic Procurement Network (ePro) to identify vendors to provide countywide telecommunication services.

**REVIEW BY OTHERS**

This item has been reviewed by County Counsel (Bonnie Uphold, Supervising Deputy County Counsel, 387-5455) on December 28, 2022; Purchasing (Tevan Stremel, Buyer III, 387-2098) on December 15, 2022; Risk Management (Victor Tordesillas, Director, 386-8623) on December 21, 2022; Finance (Ivan Ramirez, Administrative Analyst, 387-4020) on January 3, 2023; and County Finance and Administration (Paloma Hernandez-Barker, Deputy Executive Officer, 387-5423) on January 6, 2023.