

RESOLUTION NO. 2010-12

**A RESOLUTION TO AUTHORIZE THE CITY TO ENTER INTO
EQUIPMENT PURCHASE AGREEMENT WITH ATT
COF CONTRACT NUMBER 2009-0083**

WHEREAS, at the October 21,2009 the Budgets and Finance Committees meeting and November 10,2009 special meeting the Board of Mayor and Aldermen received documentation and a presentation regarding the City's need for a upgraded 911 phone system; and

WHEREAS, the Board of Mayor and Aldermen unanimously approved the lease/purchase 911 of the phone system; and

WHEREAS, at the December 8,2009 BOMA meeting in order to effectively fund the purchase of the equipment the Board of Mayor and Aldermen approved a lease agreement with SunTrust Financial and that is in the best interest of the city; and

WHEREAS, a copy of the purchase agreement and contract with ATT as attached COF Contract Number 2009-0083.

**NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF
MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE
THAT:**

The city shall enter into a purchase contract with ATT COF Contract Number 2009-0083

Adopted: January 26, 2010

Attest:

John Schroer
Mayor

Eric Stuckey
City Administrator



HISTORIC
FRANKLIN
TENNESSEE

CONTRACT APPROVAL FORM

___ URGENT = denotes threat to health, safety, or the welfare of City operations; or needs an immediate same day response.

TO: Shauna Billingsley, Interim City Attorney

FROM: Brad

DATE/TIME: 11-16-09

DATE NEEDED: ~~11-16-09~~ by 24th Be sure to allow enough time for your contract to be reviewed and to be presented to committee. (if no date is provided, we will attempt to answer within one to four weeks, depending on the office priorities and complexity of request.)

TITLE OF CONTRACT / VENDOR NAME:

ATT agreement Emergency Communication

*Please provide an electronic copy of the contract, previous contract or change orders, if they exist.

Contract Returned:

Approved by SB Date: 11-16-09 w/ changes & addendum

Revisions needed

Lack of Information: _____

Other: _____



Special Service Arrangement Agreement

Case Number TN09-7845-00

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee, ("Company") and City of Franklin (TN) Emergency Communication District ("Customer"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services. This Agreement is based upon the following terms and conditions as well as Attachment(s) affixed hereto and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Scope. Customer requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Customer for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said Service period shall commence when the Service is accepted by Customer or when the customer begins using the Service for its intended operational use, whichever occurs first.
2. Additional Services. Company agrees to provide Customer notice of any additional tariffed services required for the installation of the Service. Customer agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Customer.
3. Regulatory Considerations. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. Regulatory Approvals. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. Cancellation-Prior to Installation. If Customer cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Customer and Company, Customer shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. Termination-Prior to Expiration of Service Period. If Customer cancels this Agreement at any time prior to the expiration of the Service period set forth in this Agreement, Customer shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all remaining charges as a result of the minimum Service period agreed to by the Company and Customer and set forth in this Agreement.
7. Choice of Law. ^{Forum and venue.} This Agreement shall be construed in accordance with the laws of the State of Tennessee. *The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee.*
8. Notices. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.



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Company

BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee
Assistant Vice President
Room 216S, 3196 Hwy. 280 So.
Birmingham, AL 35243-

Customer

City of Franklin (TN) Emergency Communication District
109 2nd Ave S
Franklin, TN 37605-

9. Assignment. Customer may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
10. Severability. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
11. Merger Clause. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
12. Acceptance. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the Customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. Taxes and Fees. All charges are exclusive of applicable federal, state or local taxes and fees. Company may invoice and Customer agrees to pay to Company amounts equal to any taxes resulting from this Agreement or any activities hereunder including any and all sales and use taxes, duties, or review imposed or permitted by any authority, government, or governmental agency, exclusive of taxes on Company's net income. Customer will be responsible for any ad valorem, property, or other taxes assessable on equipment on or after delivery to the installation site.
14. Risk of Loss or Damage. All risk of loss or damage shall pass to Customer as to each item of equipment on the date of delivery to the Customer Service location.
15. Security Interest. Customer grants the Company a purchase money security interest in each item of equipment or software. Customer agrees to execute any documents that are reasonably requested by the Company to protect or perfect the Company's security interest.
16. Software License.
 - a) All software is and will remain the property of Company. Company, with respect to Company developed software and to the extent authorized under the supplier licenses, grants to Customer a personal, nontransferable and nonexclusive sublicense (without the right to further sublicense) to use the software, subject to the following terms and conditions.
 - b) Customer shall (i) use the software only in conjunction with the particular Service for which the software was initially furnished; (ii) use the software solely for Customer's internal business purposes; (iii) not reverse



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engineer, decompile, disassemble, reverse translate or otherwise translate the software into human readable form, nor reproduce the software except for archival purposes; (iv) return the software, together with all copies thereof, or with Company's written consent, destroy (or erase, if recorded on an erasable storage medium) the software when no longer needed or permitted for use with the Service for which the software was furnished; and (v) keep in confidence all information relating to software and treat such information as the exclusive property and trade secret of Company or such suppliers.

- c) In addition to the above, where Company's suppliers require Customer to sign or otherwise agree to separate licensing provisions directly with the supplier, Customer shall comply with such licensing provisions.

17. Changes in Customer Orders. Changes to an order may only be made following agreement of Customer and Company to the change. Such change would not materially alter the original design, functionality or implementation date. Appropriate documentation will be required so that additions or deletions may be recorded and charges or credits issued. The Customer's ability to delete items from an order or to return equipment is subject to Company's ability to return the equipment to the manufacturer. Restocking, shipping and handling charges will be assessed with respect to any items deleted or returned.

- a) Shipping Expedites. Unless otherwise agreed to by the parties in writing, Company will provide the software and hardware one hundred twenty (120) days from the date that this Agreement is effective. If requested by the Customer, Company will deliver the Service in less than one hundred twenty (120) days provided that the Customer pay reasonable expedite delivery charge that are incurred by Company. Notice of those charges will be provided after the required delivery date is determined by the Customer and the Company.
- b) Delivery Delays. Customer agrees to reimburse Company for all out-of-pocket expenses incurred by Company if Service delivery is delayed by Customer. If the implementation is delayed, through no fault of the Company for ninety (90) days from planned implementation, the Company will have the option to revise the pricing to the then current rates and to collect all reasonable out of pocket costs for implementation delays, storage and lost margins from Customer.
- c) Additional equipment. Customer acknowledges that the equipment requirements are based on the current information provided by the Customer and are the best estimate of Customer and Company. If additional equipment is required, Company will provide the equipment after the Customer's completion and Company's acceptance of a written change order, which will include any additional charges to Customer.
- d) Customer acknowledges that it has reviewed the proposed configuration and the storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

18. Maintenance.

- a) If applicable, maintenance service commences at the earlier of the Service acceptance or the date that the Customer begins using the Service for its intended operational purpose. Maintenance may be provided via repair, replacement, or upgrade of defective equipment at Company's option. If on-site manufacturer service is required, it will be provided at Company's then current commercial rates.
- b) The initial term for maintenance shall be sixty (60) months unless otherwise stated on the Order. The initial term shall be automatically renewed for successive terms of one (1) year each at Company's then-current rates. Either party may elect not to renew maintenance service by giving the other party written notice at least thirty (30) days prior to the end of the then-current term.

19. Remedies and Damages Limitations.

- a) The following limitations of liability represent a material inducement to the parties to enter into this Agreement and to perform Orders at the stated price. If additional risks or undertakings were contemplated by Company, the additional risks or undertakings would have been reflected in an increased price. In contemplation of the price, Customer acknowledges that there is consideration for the limitation of damages and remedies set forth above and as follows.
- b) ~~ANYTHING IN THIS AGREEMENT OR ANY OTHER DOCUMENTS TO THE CONTRARY~~
~~NOTWITHSTANDING, NEITHER COMPANY, NOR ITS SUPPLIERS OR MANUFACTURERS, SHALL~~



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~~BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF DATA, TOLL FRAUD OR OTHER UNAUTHORIZED USE, OR LOSS OF USE. THIS LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF STATUTORY OR OTHER LEGAL DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE, WHETHER OR NOT THEY OR COMPANY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DEFAULT OR BREACH OF ANY WARRANTY, EXPRESSED OR IMPLIED, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF EQUIPMENT OR REPERFORMANCE OF THE SERVICES AT COMPANY'S EXPENSE OR RETURN OF THE DEPRECIATED AMOUNT PAID FOR THE EQUIPMENT OR SERVICE IF REPERFORMANCE, REPAIR OR REPLACEMENT IS NOT REASONABLY AVAILABLE.~~

20. Default by Customer. Upon any default by Customer under this Agreement, including the refusal to accept conforming equipment or Services, Company may exercise all remedies to which Company may be entitled at law or in equity, including specific performance. Additionally, Company may declare all sums due or to become due hereunder immediately due and payable, and Company shall be entitled to recover all collection costs incurred, ~~including legal interest. In addition, for payments not received within thirty (30) days of the invoice date, a late fee not exceeding the lower of two percent (2%) per month or the maximum rate allowed by law shall be assessed on any past due invoice balance.~~ Company shall not be obligated to perform Services hereunder if Customer is in default of any of its obligations under this Agreement for any Order. Upon Customer default, Company may suspend or cancel any outstanding, unfulfilled Orders without in any way affecting its rights under this Agreement. If Company elects to continue performing under any Order, Company's actions shall not constitute a waiver of any default by Customer.
21. Contingencies. Company shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of Company or of its subcontractors or suppliers. Such contingencies include, without limitation, war, civil disobedience, delay in transportation, failure by suppliers to deliver equipment, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.
22. Confidentiality.
- a) Except as set forth in this Section, or as otherwise expressly provided in this Agreement, each Party agrees that (a) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the Services and (c) this Agreement, all associated contract documentation and correspondence, and the parties' rights and obligations hereunder (collectively, "Confidential Information"), will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement. Each party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information. No Confidential Information will be disclosed by the recipient party without the prior written consent of the disclosing party; provided, however, that each party may disclose this Agreement and any disclosing party's Confidential Information to those who are employed or engaged by the recipient party, its agents or those of its affiliates who have a need to have access to such information in connection with their employment or engagement, provided the recipient party notifies such persons of the obligations set forth in this Section and such persons agree in writing to abide by such obligations.
 - b) The obligations set forth in subsection 22.1 above will not prevent any party from disclosing information that belongs to such party or (a) is already known by the recipient party without an obligation of confidentiality other than under this Agreement, (b) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (c) is rightfully received from a third party, (d) is independently developed without use of the disclosing party's Confidential Information or (e) is disclosed without similar restrictions to a third party by the



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party owning the Confidential Information. If Confidential Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Confidential Information may be disclosed pursuant to such requirement so long as the party required to disclose the Confidential Information, to the extent possible, provides the disclosing party with timely prior written notice of such requirement and coordinates with the disclosing party in an effort to limit the nature and scope of such required disclosure. Upon written request at the expiration or termination of an Attachment or order, all documented Confidential Information (and all copies thereof) owned by the requesting party (if previously received by the terminating party) will be returned to the requesting party or will be destroyed, with written certification thereof being given to the requesting party. The provisions of this Section shall remain in effect during the term of the Agreement and shall survive the expiration or termination thereof for a period of four (4) years, provided that the obligations hereunder shall continue in effect for any Confidential Information for so long as it is a trade secret under applicable law.

23. **Beneficial Use.** Beneficial Use occurs when the Customer uses the Service or feature of the Service for its intended operational purpose (excluding training or testing) prior to the full completion of acceptance testing ("Beneficial Use"). Upon commencement of Beneficial Use by Customer, payment requirements will begin and the Customer shall assume responsibility for the use and operation of the Service. Customer may not commence Beneficial Use without Company's prior written authorization, which may be withheld in Company's reasonable discretion. Company is not liable for Service deficiencies that occur during unauthorized Beneficial Use. Customer acknowledges that service corrections and software changes can result in interruptions to normal system operations.
24. **Statement of Work.** Customer's installation of the Service will begin upon the development of a Statement of Work by Customer and Company.
25. **Warranty Period.** Unless expressly provided otherwise in this Agreement, Customer acknowledges that the Services do not include a warranty period and that billing for the Service will begin upon acceptance or Beneficial Use by the Customer.
26. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that the undersigned have the authority to bind Customer and Company to this Agreement.
27. Customer and Company acknowledge and agree that to the extent the services to which Customer subscribes under this Agreement constitute a "bundle or combination of products or services" under Tennessee Senate Bill 182/House Bill 593, effective June 1, 2005, all references to "BellSouth's General Subscriber Services Tariff," "BellSouth tariffs," "BellSouth's lawfully filed tariffs" or any other reference to BellSouth's tariffs on file with the Tennessee Regulatory Authority shall be deemed references to agreed contract terms and conditions identical to those set forth in the applicable tariff(s) for the services included within the Customer's bundle or combination, as such tariffs existed on May 31, 2005, and which are on file with the TRA. Such tariffs are incorporated herein by reference as if included fully herein and can be reviewed at <http://cpr.bellsouth.com/>. To the extent there exist any discrepancies or inconsistencies between the express terms set forth in the body of this Agreement and those incorporated by reference, the express terms set forth in the body of this Agreement shall govern.
28. If Customer cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Customer shall be responsible for all termination charges. With regard to services provided in the State of Tennessee, Customer shall pay a termination charge as specified in the BellSouth's Tennessee tariffs (Section A2.4.10.E.1 and B2.4.9.A.4, available on the Web at <http://cpr.bellsouth.com/pdf/tn/tn.htm>).



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Offer Expiration: This offer shall expire on: 2/27/2010.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Special Service Arrangement provides a one-time charge for purchase and installation of Positron Public Safety Systems Corporation E911 Public Safety Answering Point (PSAP) equipment and software. The monthly rate for maintenance is also provided.

This Agreement is for sixty (60) months.

The service interval will be negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Customer:

City of Franklin (TN) Emergency Communication District

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Company:

BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____



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RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Positron Site Survey a) Per site	\$3,053.00	\$.00	W1173
2	Positron Power 911 Training - Travel Fee a) per occasion	\$1,592.00	\$.00	W117A
3	Positron Power 911 Training - Living Expenses a) per day	\$255.00	\$.00	W117B
4	Positron Power 911 Calltaker Training, per Day, per Calltaker (minimum 4 people)	\$288.00	\$.00	W117C
5	Positron Power 911 Training - Administrator - 2 days (Configurator Lite; Power MIS; Windows NT) a) per Administrator, each	\$2,623.00	\$.00	W117G
6	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 19 inch LCD Monitor -Each	\$1,056.00	\$42.00	W117M
7	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Professional Services, -per day	\$1,950.00	\$.00	W117X
8	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Monitor, 17 inch LCD -Each	\$897.00	\$36.00	W1105
9	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron VIPER Base System OP x 8T x OA a) each	\$100,433.00	\$1,448.00	W22K9



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RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
10	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron CAMA Gateway Shelf a) each	\$858.00	\$13.00	W22KB
11	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron CIM Card a) each	\$4,568.00	\$80.00	W22KC
12	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Backroom Position Access License a) each	\$961.00	\$6.00	W22KL
13	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron VIPER Enabling Kit a) each	\$4,370.00	\$64.00	W22KO
14	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron IWS Server Tape Backup System -Each	\$4,041.00	\$65.00	W22Q3
15	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron AIM Module -each	\$1,322.00	\$29.00	W22QB
16	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron AIM Module Spare -each	\$1,322.00	\$29.00	W22QD



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RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
17	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Viper Media Kit -each	\$.00	\$.00	
18	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power 911 Base System -each	\$13,615.00	\$211.00	W117T
19	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron 160GB SATA Non-Hot Plug hard disk -each	\$160.00	\$3.00	
20	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power 911 - Additional Position -each	\$15,162.00	\$307.00	W117U
21	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Additional backup EXEC SQL Agent -each	\$1,502.00	\$25.00	
22	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Color Laser Printer	\$1,479.00	\$21.00	
23	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power MIS 4.x server -each	\$11,150.00	\$210.00	



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RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
24	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Power MIS 4.x Additional Data License -each	\$774.00	\$17.00	
25	Nonrecurring Charge = Customer Purchase (includes installation) Monthly Rate = Maintenance Positron Ground Bar	\$.00	\$1.00	
26	Contract Preparation Charge	\$497.00	\$.00	WGGVF



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RATES AND CHARGES

NOTES:

1. The Customer must subscribe to additional elements set forth in this Agreement within the first twelve (12) months of acceptance of the Agreement. The addition of elements after the initial twelve (12) month period will require a new Special Service Arrangement.

2. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.

3. This Agreement does not cover the following:

- damages caused by disasters such as fire, flood, wind, or earthquake.
- damages caused by unauthorized disconnects or de-powering of the equipment.
- damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
- damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.
- damage during shipment other than original shipment to the Customer.
- damage caused by consumables or spilled liquids, impact with other objects.
- damage caused by any other abuse, misuse, mishandling, misapplication.
- damage caused by software viruses, however introduced. This Agreement does not include hardware or software replacement that may be required by the introduction of software viruses or lost data regardless of the cause. Company or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

Except as provided in Note 4 below, in addition, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

4. Company will repair or replace equipment that is damaged by lightning strikes only if the Customer provides and maintains proper grounding and bonding of the equipment as specified in the E9-1-1-- PSAP Site Requirements (a document separate from this Agreement). Where improper grounding is found Company will repair or replace the damaged equipment on a time and materials basis at the Customer's expense.

5. Hardware not provided by the Company will not be repaired, replaced or maintained by the Company even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the Company before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.

6. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T agreements.

7. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

All trademarks or service marks contained herein are the property of the respective owners.



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END OF ARRANGEMENT AGREEMENT OPTION 1

Addendum to Agreement

This addendum shall modify and supersede the purchase contract titled **SPECIAL SERVICE ARRANGEMENT AGREEMENT** (the "Agreement"), and entered into on the ___ day of _____, 2008, by the City of Franklin, Tennessee ("City") and **BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T TENNESSEE** ("Vendor") and together with same shall constitute the entire agreement ("Contract"). Acceptance of payment as stated in the Contract constitutes Vendor's acceptance of all terms and conditions stated herein.

Standard Terms and Conditions

1. Warranties/Limitation of Liability/Waiver. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
2. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
3. No Taxes. No Interest Payments. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. The City shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's request. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. The City does not agree to pay any interest for late payments, having agreed to pay in a timely manner.
4. Waiver. Neither party's failure or delay to exercise any of its rights or powers under the Contract will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power. Vendor agrees to waive any convenience fee for the use of payment by purchasing card.
5. Severability. If any term or provision of the Contract is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Contract will not be affected.
6. Precedence. In the event of conflict between this Addendum and the provisions of the Agreement, or any other contract, agreement or other document to which the Agreement or this Addendum may accompany or incorporate by reference, the provisions of this Addendum will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Addendum.
7. Entire Agreement. These Standard Terms and Conditions, including any contract, agreement or other document which these Standard Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Terms and Conditions. The terms and conditions of these Standard Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Terms and Conditions by section number and signed by an authorized representative of each party.

Addendum to Agreement

8. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
9. Breach. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.
10. Survival. This Addendum shall survive the completion of or any termination of the Contract, agreement or other document to which it may accompany or incorporate by reference.

City of Franklin, TN E911
Positron VIPER - 5 Positions
with VIPER MIS, CISCO Integration

Reference Positron Quote: Q73084B
Reference TN09-7845-01
Offer Expires: 2/27/2010

DESCRIPTION	USOC	QUANTITY	Unit Non-Recurring	Unit Monthly	Purchase Extended	Monthly Maintenance
VIPER BASE SYSTEM	W22K9	1	\$60,972.00	\$1,448.00	\$60,972.00	\$1,448.00
VIPER MEDIA KIT	-	1	\$0.00	\$0.00	\$0.00	\$0.00
GROUND BAR	-	2	\$0.00	\$1.00	\$0.00	\$2.00
GATEWAY SHELF	W22KB	1	\$858.00	\$13.00	\$858.00	\$13.00
AIM MODULE	W22QB	1	\$1,322.00	\$29.00	\$1,322.00	\$29.00
AIM MODULE - SPARE	W22QD	1	\$1,322.00	\$29.00	\$1,322.00	\$29.00
BACKROOM POSITION ACCESS LICENSE	W22KL	1	\$961.00	\$6.00	\$961.00	\$6.00
CIM CARD	W22KC	2	\$4,568.00	\$80.00	\$9,136.00	\$160.00
VIPER ENABLING KIT	W22KO	5	\$4,370.00	\$97.71	\$21,850.00	\$488.55
ECCP WORKSTATION LICENSE		5	\$4,097.00	\$41.00	\$20,485.00	\$205.00
T-1 ROUTER		1	\$4,701.00	\$69.00	\$4,701.00	\$69.00
19IN LCD MONITOR TOUCHSCREEN	W117N	6	\$2,244.00	\$137.41	\$13,464.00	\$824.46
POWER 911 BASE SYSTEM	W117T	1	\$13,615.00	\$109.00	\$13,615.00	\$109.00
POWER 911 ADDITIONAL POSITION	W117U	5	\$15,162.00	\$161.00	\$75,810.00	\$805.00
IWS SERVER TAPE BACKUP	W22Q3	1	\$4,041.00	\$65.00	\$4,041.00	\$65.00
ADD'L BACKUP EXEC SQL AGENT		1	\$1,502.00	\$6.00	\$1,502.00	\$6.00
160 GB DRIVE FOR POWER 911		6	\$160.00	\$3.00	\$960.00	\$18.00
COLOR LASER PRINTER		1	\$1,479.00	\$21.00	\$1,479.00	\$21.00
POWER MIS SERVER		1	\$11,150.00	\$139.00	\$11,150.00	\$139.00
POWER MIS ADDITIONAL DATA LICENSE		5	\$774.00	\$8.00	\$3,870.00	\$40.00
TRAINING TRAVEL FEE	W117A	2	\$1,592.00	\$0.00	\$3,184.00	\$0.00
TRAINING LIVING EXPENSE	W117B	17	\$255.00	\$0.00	\$4,335.00	\$0.00
POWER 911 CALL TAKER TRAINING/DAY	W117C	2	\$1,950.00	\$0.00	\$3,900.00	\$0.00
POWER 911 ADMINISTRATOR TRAINING	W117G	2	\$1,950.00	\$0.00	\$3,900.00	\$0.00
PROFESSIONAL SERVICES	W117X	9	\$1,950.00	\$0.00	\$17,550.00	\$0.00
SITE SURVEY	W1173	1	\$3,053.00	\$0.00	\$3,053.00	\$0.00
17 IN MONITOR	W1105	2	\$897.00	\$36.00	\$1,794.00	\$72.00
SYSTEM ARCHITECTURE SVCS-PER DAY		2	\$1,950.00	\$0.00	\$3,900.00	\$0.00
CONTRACT PREP	WGGVF	1	\$497.00	\$0.00	\$497.00	\$0.00
			Purchase Total		\$289,611.00	
			Monthly Maintenance			\$4,549.01

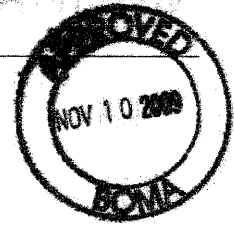
Note: Please contact your AT&T Account Team for Lease Arrangement through AT&T Financial Services if Desired.
If the entire proposed system including 60 months of maintenance is financed through AT&T Financial Services, the total amount would be as follows: \$4,549 x 60 = \$272,940 + \$289,611 Nonrecurring = \$562,551
Note 2: This configuration, dated 12/22/09 is based on Positron quote Q73084B and TN09-7845-01 and contains CISCO Integration.



HISTORIC
FRANKLIN
TENNESSEE

ITEM #33
BOMA 11/10/09

MEMORANDUM



October 15, 2009

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator *E*
Brad Wilson, Facilities and Project Manager

SUBJECT: Consideration for approval to lease or purchase 5 digital radio communication stations and 911 phone systems.

Purpose

The purpose of this memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information to consider acquisition of digital dispatch equipment and a digital upgrade to the 911 phone system that relate to the current Police headquarters project.

Background

As discussed with the Board in August, the building program for the Police Headquarters did not include a full allowance for communications (call taking and dispatch services) and information technology. No funds were in the bid and no allowance of funds built into the project budget. The reasoning was that in two to three years technology and technology costs were likely to change. This led to a decision to delay funding of these items until later in the project either through the project budget or through operating capital funding. In August BOMA approved a series of change orders to fund needed information technology and communication components for the new facility. The dispatch and 911 phone system upgrades were not included in these changes, as staff wanted to review both costs and system needs.

Currently, the existing emergency communication dispatch stations and 911 phone system are analog systems. The age of existing equipment and the ongoing migration of technology to the digital technology necessitates that the City consider if implementation of new digital systems is appropriate at this time. As discussed with the Board in August, implementing the transition to digital equipment through the Police Headquarters project budget is not a realistic option.

Dispatch consoles. Currently, the Police Department has four dispatch work stations in operation along with a fifth console for a supervisor. The City has obtained pricing from Motorola, the provider of the City's existing 800 MHz digital radio system. System pricing is for five IP (MCC7500) Console Positions for a total purchase price of \$753,000. Attachment A contains the Motorola financing proposal and the system description. The vendor also provided three lease/purchase options:

	<u>Option One</u>	<u>Option Two</u>	<u>Option Three</u>
Lease Term	3 years	5 years	7 years
Payment Frequency	Annual	Annual	Annual
Bank Qualified Lease Rate	4.09%	4.19%	4.49%
Bank Payment	\$271,806.07	\$169,810.00	\$127,738.45

Payment Commencement *First payments due one year after contract execution.*



HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

911 Phone System upgrade. While the City moved to a state-of-the-art 800 MHZ digital radio system a few years ago, its 911 phone and dispatch systems have remained as analog-based systems. As a result, the systems must translate from analog to a digital signal. The proposed ATT system would be a Voice over Internet Protocol (VoIP) system. The resulting system would be a faster, more reliable system. The phone system upgrade has been priced with two options:

	<u>Option One</u>	<u>Option Two</u>
	<u>Rental</u>	<u>Lease/Purchase</u>
Term	Ongoing	5 years (\$1 purchase at the end of 5 years)
Upfront Payment	\$69,096	None
Monthly Payment	\$8,045	\$5,692.48**
Maintenance Fee	included in rental	\$4,339/monthly

** - The vendor has agreed to delay monthly payments on the lease/purchase options until July. Maintenance payments would need to start this fiscal year.

Back-up system could be provided. With the exception of the dispatch console in the Incident Command Vehicle, the City does not have a back-up for its dispatch center. The purchase of the new equipment would provide the opportunity to use the existing dispatch equipment as a back-up. The existing consoles could be moved to another site (likely a fire station) outside of the downtown area to provide a back-up site. This would provide redundancy to the system that currently does not exist.

Financial Impact

Moving forward with either a direct purchase or lease of the new equipment would eliminate the need for approximately \$209,000 included in the current Police Headquarters project budget for relocation of the existing systems including outside services to move, reinstall and replace any damaged equipment. Lease payments sited above would be incorporated into the Police operating budget.

Options

BOMA could approve or decline a lease/purchase arrangement for the new digital dispatch and 911 phone systems. Should the Board decline to acquire the new equipment, the existing analog equipment would be moved to the new Police Headquarters.

Recommendations

It is recommended that BOMA approve the acquisition of new digital dispatch consoles and 911 phone systems to be incorporated into the new Police Headquarters building. It is further recommended that this new equipment be acquired through a five or seven year lease purchase arrangement and such cost be incorporated into the Police operating budget beginning with fiscal year 2011.



HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

Option #2: Conversion to digital emergency communications system.

Currently, the existing dispatch stations are analog systems. The age of existing equipment and the ongoing migration of technology to the digital technology may necessitate the purchase in the near future. Implementing the transition to digital equipment through the Police Headquarters project budget is not realistic option. However, there may be an opportunity to obtain this equipment through a lease or short term financing which could be repaid over the next three to five years. Staff acquired pricing to change from an analog phone system to a digital phone system and for eleven (11) stations the price to purchase is \$580,000 plus a monthly maintenance contract but the ability to lease is an option. We have spoken to ATT and they are working on adjusted pricing for a total base of five (5) stations up to eight (8). If it is decided to look at digital system, our current system could possibly be traded in or sold to another public safety department. This could partial offset some of these costs.

Radio systems are also a part of the process in going from a basic analog system to an IP-based system. Depending on the number of work stations converted, the cost could run from approximately \$750,000 to \$1.5 million. Motorola is currently pricing options for a range of five to eight stations. This upgrade would be building the infrastructure for the City of Franklin, installing microwave and fiber site links in order to send and receive radio communications and will also include an in-building distributed antenna system. As described above, staff will also be looking at leasing and financing options. Staff would like to develop these options further and, if practical, bring them back to BOMA for consideration.

Financial Impact

Project components identified above would be paid out of the project contingency budget. If approved, the budgeted amount of \$40,000 will not be removed unless needed for replacement of equipment. Attachment C provides an updated project budget report.

Options

The work described above (not including options #1 and #2) is necessary to operate communication and IT functions in the Police Headquarters. The options described are open for Board direction.

Recommendations:

It is recommended that BOMA approve the communications and IT purchases for the new Police Headquarters, a funding amount of \$501,278 (\$40,000 of which is an equipment replacement contingency). The additional work needed to bring TOC into the Police Headquarters is also recommended, funded at the base amount of \$122,521. It is further recommended that staff research options available to the City to transition the 911 system and emergency communication workstations from analog to digital technology outside of the project budget.

Attachment A:

Dispatch Console System Upgrade -
Financing Proposal and System
Description



Date: October 15, 2009

Financing proposal for: Franklin Tenn

Communications System Financing Proposal

Motorola Credit Corporation is pleased to submit the following proposal for the financing of your Motorola Communications equipment in accordance with the terms and conditions outlined below:

Transaction Type: Municipal Lease-Purchase Agreement

Lessor: Motorola, Inc. (or its Assignee)

Lessee: Franklin TN

Amount: \$753,000.00
 Down Payment: \$0.00
 Balance to Finance: \$753,000.00

Equipment: As per the Motorola equipment proposal.

Title: Title to the equipment will vest with the Lessee.

Insurance: Lessee will be responsible to insure the equipment as outlined in the lease contract.

Taxes: Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	Option One	Option Two	Option Three
Lease Term:	Three Years	Five Years	Seven Years
Payment Frequency:	Annual	Annual	Annual
Payment Structure:	Arrears	Arrears	Arrears
Lease Rate:	4.09%	4.14%	4.49%
Lease Factor:	0.360964	0.225511	0.169639
Lease Payment:	\$271,806.07	\$169,810.00	\$127,738.45

Payment Commencement: First payment due one year after contract execution. First payment due one year after contract execution. First payment due one year after contract execution.

Expiration: This above lease rates and factors are valid for all leases commenced by 11/8/2009

Qualifications: Receipt of a properly executed documentation package.

Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last years audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final Motorola credit committee approval. This quote is based on the general level of interest rates, primarily U.S. Treasury Bills of like term maturity. Any movement in those rates in excess of 10 basis points will result in the revision of this quote.

LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 269(b)(3) OF THE CODE THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE

Documentation: Municipal Equipment Lease Purchase Agreement
 Opinion of Counsel
 Schedule A / Equipment List
 Schedule B / Amortization Schedule
 8038G
 UCC-1
 Certificate of Incumbency
 Statement of Essential Use/Source of Funds
 Evidence of Insurance or Statement of Self Insurance
 Resolution from governing body authorizing the execution of the Lease

Please feel free to contact me if there are any questions or if an alternate structuring is required:

Regards,
Bill Stancik
Motorola Customer Financing
847-538-4531

Municipal Lease-Purchase Agreement

"The Affordability Advantage" At Motorola Customer Financing, we specialize in designing funding programs specifically structured to meet our customer's cash flow and budget requirements.

Program Elements

- Financing contracts can be match funded or advance funded depending on a customer's financial objectives:
 - ✓ Minimize interest rate risk.
 - ✓ Minimize total project cash flow.
 - ✓ Achieve annual budget.
- Payment frequency can be tailored to match the availability of customer fundings.
- Although the underlying financing structure typically incorporates a fixed rate, variable rates, graduated payment programs, and deferred payment plans can be offered to maximize a customer's alternatives.
- Construction period financing is available to accommodate the timing of milestone implementation and project duration.
- The lease obligation can be paid off during the financing period, free from any penalties.
- Every payment builds equity towards ownership.
- Title to the equipment transfers upon equipment acceptance.
- Unlike most bonds, a reserve/contingency fund is not required, thereby making the lease purchase highly competitive with bonds.
- Due to a non-appropriation clause, payments are usually classified as expense rather than debt.

Financing Advantages

- Because interest payments from a qualifying government entity are exempt from federal income taxes, Motorola can share this benefit by offering lower interest rates.
- One-hundred percent (100%) of a project's acquisition cost can be financed.
- Facilitates the ease of doing business by offering the customer comprehensive single vendor solution.
- Accelerates the implementation of operational objectives allowing the entire system to be acquired today.
- Unlike general obligation bonds, the municipal lease purchase agreement may not require the need for voter approval, thereby shortening the acquisition cycle.
- Eliminates costly bond counsel, underwriting, printing, and other up front fees normally associated with issuing general obligation bonds.
- Provides for an additional source of financing by leaving existing credit lines and bond issuance capabilities undisturbed.
- Stretches limited public sector investment dollars by requiring future taxpayers to pay for the use of equipment as it is being used versus paying for the entire acquisition today.
- Spreads the cost over a shorter period than bond financing to more closely match the equipment's useful life.
- Can expedite the acquisition process for future add-on purchases.
- Acts as an inflation hedge against future product price and interest rate increases.
- May streamline asset administration by offering customized billing tailored to track inventory by radio unit, location, and department.

Please feel free to contact
Paul Mecaskey (847) 538-3707 or Bill Stancik (847) 538-4531
of Motorola Customer Financing to discuss these alternatives.



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intelligence everywhere™



Section 2 System Description

2.1 Introduction

Motorola is pleased to provide the City of Franklin, TN with a proposal for a new MCC7500 dispatch site with redundant fiber site links and an in-building distributed antenna system.

2.2 Project Overview

This proposal is comprised of a five (5) operator position MCC7500 dispatch site located at the City of Franklin's new Police Headquarters, an in-building distributed antenna system for the new Police Headquarters, and redundant fiber optic site links between the new dispatch site and the master site at City Hall. This section describes in further detail the Motorola proposed site equipment.

Diagrams for this system can be seen in the next section of this proposal.

2.2.1 MCC 7500 Dispatch Site

The Motorola MCC 7500 IP Dispatch Console is Motorola's mission critical IP high-tier radio dispatch console system. MCC 7500 operator positions integrate seamlessly through the IP protocols of the trunking system's transport network. An MCC7500 IP Console dispatch site will be located at the new Police Headquarters.

2.2.1.1 Police Headquarters Dispatch Center

Motorola is proposing a new dispatch center that will be located at the City of Franklin's new Police Headquarters. This center will have five (5) operator positions

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subject to the restrictions on the title page

City of Franklin, TN
MCC 7500 and Microwave
System Description
2/16/09

as well as five (5) backup XTL2500 control stations, analog and IP logging recorders, an Archiving Information Server (AIS), playback workstation, and analog conventional channels.

2.2.1.1.1 MCC 7500 Dispatch Consoles

The MCC7500 dispatch console is based on the Elite graphical user interface (GUI) that is used on the CENTRACOM Gold Series product. This allows dispatch console users who are familiar with the Elite to easily learn how to use Motorola MCC 7500 dispatch consoles.

The Motorola MCC 7500 product provides new features. Some of the more important new features include:

- ◆ Seamless integration with Dimetra IP, ASTRO[®]25 and ASTRO[®]25 SE trunking systems:
 - Supports the IP protocols of the trunking system's transport network, so MGEGs and AEBs are no longer needed to interface the console sub-system to the rest of the trunking system.
 - Encryption and decryption in the dispatch consoles which allows true end-to-end encryption in the radio system.
 - Configuration of the console sub-system via the radio system's centralized configuration sub-system so the customer has a single point for configuring the radio system. The configuration sub-system may be accessed from multiple remote locations so customers can still have convenient access while enjoying the benefits of centralized configuration.
 - Management of the console sub-system via the radio system's centralized network management sub-system so the customer has a single point for managing faults, accounting, performance and security of the radio system. The network management sub-system may be accessed from multiple remote locations so customers can still have convenient access while enjoying the benefits of centralized management.
- ◆ Centralized and/or distributed logging of conventional and trunked radio audio, associated radio call information and certain radio system events.
- ◆ Participation in the radio system's agency partitioning functionality.
- ◆ Improved hardware interface for connecting 3rd party dispatch consoles. The hardware portion of the interface is smaller and has inputs and outputs that are more universal in nature.
- ◆ Higher capacities in numerous areas (64,000 talkgroups, thousands of logging "tracks").

Motorola will provide the following equipment for each console position at Police Headquarters:

- ◆ One (1) Motorola-certified Personal Computer
- ◆ One (1) Voice Card installed inside the computer



- ◆ One (1) Secure Card installed inside the computer
- ◆ One (1) General Purpose Input/Output Module (GPIOM)
- ◆ Two (2) Desktop Speakers
- ◆ Two (2) Headset Jacks
- ◆ One (1) Desktop Microphone
- ◆ One (1) Footswitch
- ◆ One (1) Instant Recall Recorder

The GPIOM connects to the voice card and performs the digital to analog and analog to digital conversions for all analog audio flowing into or out of the dispatch console. It also provides the connections for the following items.

- ◆ Speakers
- ◆ Headset Jacks
- ◆ Microphone
- ◆ Footswitch
- ◆ Local Logging Recorder
- ◆ 911 Telephone Headset
- ◆ Instant Recall Recorder for Radio

Five (5) XTL2500 control stations as well as a control station combiner and the necessary antenna and line per control station will be provided as backup to the dispatch consoles. The control stations will be located at each op position.

2.2.1.1.2 NICE Logging

Motorola is providing recording solutions for radio and telephony audio. Motorola is proposing following equipment for recording at Police Headquarters:

- ◆ One (1) NiceLog 30 Call IP Logging Recorder
- ◆ One (1) Archiving Information Server (AIS)
- ◆ One (1) Playback Workstation
- ◆ One (1) 16 Channel NiceCall Focus III Logging Recorder

The Archiving Interface Server (AIS) provides flexible, high-quality archiving services for audio & data associated with various types of calls and various events associated with radio resources. The AIS is a server that allows an IP-based logging recorder to "log on" to the radio system and request that talkgroup and conventional channel audio be directed to it for recording. Once configured by the logging recorder, the AIS provides the audio and any information associated with the call (PTT ID, Alias, Type of Call, etc.) to the recorder.

NICE integration is being provided to enable both IP and telephony audio to be logged. Audio can be replayed at the playback workstation.



2.2.1.1.3 Conventional Channel Gateway and Conventional Site Controller

Conventional channels are much more integrated into the trunking system than in previous radio systems. The zone controller manages conventional channels in a manner similar to how it manages trunked talkgroups.

The physical interface to the analog conventional stations also changes from previous radio systems. An S2500 router fitted with a conventional IP interface kit is used to interface analog conventional stations to the radio system infrastructure. The portion of the router hardware and software that support the conventional stations is called the Conventional Channel Gateway (CCGW).

Using routers to act as interfaces to conventional stations provides two key benefits:

- It allows the conventional audio to use the same transport network as the trunked audio
- It reduces the number of "boxes" in the radio system

Up to four analog conventional stations may be connected to a CCGW. If the number of stations at a site exceeds the capacity of the CCGW, additional CCGWs can be added to support those stations.

A "local operation" feature is supported which allows the Motorola MCC 7500 dispatch consoles to access conventional channels located at the console site even if the link to the zone controller is lost. This requires the use of a conventional site controller at the console site.

Any archiving interface servers located at the console site with the conventional site controller will also continue to record calls on local conventional channels when the dispatch consoles go into "local operation."

The City of Franklin currently has ten (10) conventional channels in use. The following equipment will be provided for the local conventional channels at Police Headquarters:

- One (1) Conventional Site Controller
- Three (3) Conventional Channel Gateways (CCGW)
- Three (3) CDM1250 VHF Control Stations
- Seven (7) CDM1250 UHF Control Stations

Motorola will also provide the necessary antennas, line, control station combiners, and connectors needed for the conventional control stations.



2.2.1.1.4 Additional Dispatch Center Details

In addition to the new benefits described above, the MCC 7500 dispatch console also provides the following features:

- ◆ **Agency Partitioning** – Allows multiple agencies to use a common system while maintaining control over their console resources.
- ◆ **Centralized Fault Management** – Provides robust fault management of the console sub-system via FullVision.
- ◆ **Trunking Talk Group/Announcement Group Call** – Allows the dispatch console user to participate in group calls with other trunking system users. A Trunking Talk Group Call is a method for communicating with a specific set of users on a trunked radio system. Users will only hear the audio associated with talk groups with which they are currently affiliated. A Trunking Announcement Group Call is a method for communicating with multiple trunking talk groups simultaneously. An announcement group is composed of multiple talk groups that have been grouped together.
- ◆ **Trunking Emergency Call** – Allows the dispatch console user to receive and initiate Emergency Calls. Emergency Calls are high priority voice transmissions initiated by radios or dispatch consoles to communicate with each other in critical situations. Trunking Emergency Calls initiated by dispatch consoles reserve a voice channel for the duration of an emergency.
- ◆ **Trunking Emergency Alarm** – Allows the dispatch console user to receive Emergency Alarms from radio units. When an Emergency Alarm is received by a dispatch console, typically an audible indication, such as alarm tones, are sounded. A visual indication is also typically displayed to direct a dispatch console user's attention to the specific resource on the dispatch console.
- ◆ **Trunking Call Alert** – Allows the dispatch console user to receive and initiate Call Alerts. The Call Alert feature lets a dispatch console or radio leave a "page" at an unattended radio or dispatch console. Upon returning to the radio or dispatch console, the user knows who called. Additionally, a Call Alert can be used to trigger an activity. For instance, a Call Alert may cause a vehicle's horn to sound and its lights to flash.
- ◆ **Permanent Patch** – Permanent Patch is supported by a combination of the Standard Patch feature, the Patch Auto-Start feature, and the Patch Auto-Restore After Resource Interruption feature. The Patch Auto-Start feature allows a dispatch console to automatically start up pre-determined patches after a power cycle or reboot on the dispatch console computer. The Patch Auto-Restore After Resource Interruption feature allows the console position to provide as much patch functionality as possible during and after service interruptions in the radio system.



- **Third Party Paging Encoder Port** – Allows a third party tone paging encoder to be connected to a dispatch console for use on conventional channels.
- **Auxiliary Inputs and Outputs** – Provides relay outputs and input buffers that may be used to monitor and control external equipment.

2.2.2 Fiber Links

Motorola is proposing the use of the customer's existing fiber optic network to connect the new MCC7500 dispatch site to the master site at City Hall. Two (2) point-to-point fiber links will be provided by the customer for redundant site links.

In order to connect through the city fiber, one (1) T1 to fiber multiplexer will be provided by Motorola at each end of the point-to-point fiber link. Two fiber modules will be provided per multiplexer for redundant site links. Motorola will also provide a T1 module with up to 4 T1 connections per module to interface to the equipment at both sites.

2.2.3 In-Building Distribution Antenna System

Motorola has partnered with GPD Telecom, Inc. to provide an in-building distribution antenna system for Police Headquarters. This will be a turnkey system that will provide 95% portable in-building coverage. More information on this design can be found in Section 4.

Deleted: the In-Building Distribution Antenna System

2.3 Assumptions

Motorola has made the following assumptions in this quotation:

- All sites will meet Motorola's R56 2005 Standards for Communications sites
- Adequate space exists in existing buildings to support footprint of installed equipment
- Customer will supply sufficient surge suppressed power to handle the proposed equipment
- All furniture will be provided by the customer
- The environmental conditions inside the customer-supplied shelter must meet Motorola's requirements and equipment specifications.
- Customer will be responsible for providing accessibility to all sites during the installation
- Customer will provide necessary tower space
- Customer will provide the necessary point-to-point fiber links as well as termination of the fiber where needed



2.3.1 Spares

Spares are being provided in this proposal as an option. Motorola highly recommends purchasing spares for any mission critical equipment since any downtime due to lack of spares can be costly. Should the customer decide against purchasing spares, all spares needed in the future will be the responsibility of the customer.

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City of Franklin, TN
MCC 7500 Dispatch Site
System Description
09/02/2009

