



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/26/2023

File ID: TMP-2444

Department: ITS

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a 3-year agreement between the City of Huntsville and Mobile Communications America for Communications Equipment Maintenance Service of the City's 800Mhz radios and P25 radios in addition to various Communications Equipment located at the 19 Fire Station Alerting sites.

Resolution No.

Finance Information:

Account Number: 1000-17-17100-515070-00000000-

City Cost Amount: \$86,760.00 ANNUALLY FOR 2022-23

Total Cost: \$ N/A

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: This Communications Equipment Maintenance Service Agreement with Mobile Communications America will allow the City of Huntsville to continue maintenance service for the 800Mhz radios and P25 radios utilized by City departments and for various communications equipment located at the 19 Fire Station Alerting sites that are not currently covered with support.

RESOLUTION NO. 23 - _____

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an Agreement with Mobile Communications America, and the City of Huntsville, a municipal corporation in the State of Alabama, which attached hereto and identified as "Communications Equipment Maintenance Service Agreement Between the City of Huntsville, Alabama and Mobile Communications America," consisting of six (6) pages, and the date of January 26, 2023, appearing on the margin of the first page, together with the signature of the President of the City Council, an executed copy of said document being permanently kept on file in the office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 26th day of January, 2023.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 26th day of January, 2023.

Mayor of the City of Huntsville,
Alabama

COMMUNICATIONS EQUIPMENT MAINTENANCE SERVICE AGREEMENT

This Agreement is entered into on 12/18/2022

between Mobile Communications America with principal offices at 3403 Governors Drive, Huntsville, AL 35805 (hereafter "MOBILE COMMUNICATIONS AMERICA") and; (the Customer) Huntsville AL City of Public Trans Dept

This Agreement is an offer to purchase service by the customer and applies to maintenance service, parts and labor for the equipment and/or systems as described in Attachment A. Mobile Communications America agrees to maintain the radio and other communications equipment listed in Attachment A, under the terms and conditions described in this Agreement. Beginning on the effective date of this Agreement, Mobile Communications America agrees to provide maintenance service to keep covered equipment and/or systems in good working order.

Payment Terms:

In consideration of the maintenance service provided, the customer agrees to make three annual payments of \$86,760.00 to Mobile Communications America, over a period of three (3) years. Payments to be made on or before the date of execution anniversary of this agreement.

This service agreement will expire on: 12/17/2025. This agreement will not auto renew upon the expiration date.

Please Note: Both parties agree to review the pricing structure and services 90 days prior to the expiration date.

Once the agreement is accepted, services may be added or adjusted however the services can not be reduced below the initial payment terms agreed upon when signed.

By signing this Agreement, customer agrees to accept maintenance service for the listed equipment according to all specified terms and conditions of the Agreement. Customer also agrees to provide full, free and safe access to the equipment and/or systems covered by this Agreement. The amounts noted above are due and payable within thirty (30) days of the effective date of the Agreement. This Agreement is valid only if signed by an authorized representative or officer of Mobile Communications America.

There are additional terms and conditions listed on the reverse of this page. These terms and conditions are part of this Agreement. This Agreement is the complete understanding between Mobile Communications America and Customer superseding all prior proposals or agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Customer agrees that no other representations have been made relative to this Agreement, except that which is expressed in writing herein. The customer acknowledges that the customer has read this entire Agreement, understands it, and agrees to be bound by its terms and conditions. Both Parties, signing below, agree to honor this contract that covers 1489 items listed below for \$86,760.00/yr.

President of the City Council of the
City of Huntsville, Alabama
01/26/23
Date

By: _____
Customer

Mayor of City of Huntsville, AL.

Title
01/26/23
Date

By: _____
Mobile Communications America

Sales Manager

Title
12/30/2022
Date

Thursday, December 01, 2022

Page 1 of 6

TERM AND ACCEPTANCE: THIS AGREEMENT SHALL BECOME BINDING UPON THE PARTIES WHEN ACKNOWLEDGED IN WRITING BY THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER AND Mobile Communications America. It is agreed that service shall be provided only upon the terms included in this agreement. Mobile Communications America shall not be bound by terms within the customer's purchase order that may differ from the terms contained herein.

GENERAL PROVISIONS: Mobile Communications America agrees to provide service for the Customer for the equipment, systems or accessories described in Attachment A of this Agreement. Services provided hereunder, do not assure uninterrupted operation of the covered equipment or service and Mobile Communications America is not responsible for failure to render covered service due to causes beyond its control.

NORMAL WORKING HOURS: Normal working hours shall be from 8:00 AM to 5:00 PM, Monday through Friday, except holidays.

SERVICE: Mobile Communications America will perform such repairs as may be required to restore covered equipment and/or systems of their normal operating level, provided that such repairs are necessitated by the failure of the covered equipment and/or system due to normal usage. Non-fixed equipment shall be serviced at an Mobile Communications America shop during normal working hours. This Agreement will not cover service call(s) required to resolve a covered malfunction of the covered equipment or system. Travel charges and expenses incurred by Mobile Communications America at the request of the customer to resolve a malfunction of the equipment or system not covered under this Agreement shall be billable to the customer at current Mobile Communications America rates. For Emergency Service or other service performed at customer's request outside of normal working hours, for equipment not covered under this Agreement or for equipment whose failure was due to causes not considered to be "normal usage," customer will be billed for the service at the then current Mobile Communications America rates for each occurrence.

ENHANCED SERVICE OPTION: If customer has elected to purchase the Enhanced Service Option, Emergency Service is included at no additional charge per occurrence, provided that all other terms of this Agreement are satisfied. Emergency service is provided 24 hours per day, seven days per week. Standard Service Agreement customers pay an additional charge for Emergency Service rendered at current Mobile Communications America rates for each occurrence.

REPLACEMENT PARTS: Mobile Communications America will replace parts and components of the covered equipment on an exchange basis when such replacements are failure due to the normal and proper use of the equipment. Parts replaced during maintenance service become the property of Mobile Communications America.

PREVENTIVE MAINTENANCE: Mobile Communications America will inspect the customer's listed equipment and make such repairs, adjustments, and replacements of parts and components as may be necessary to maintain the equipment in normal operating condition provided that such services and maintenance are necessitated by normal usage of the equipment. Inspections and preventive maintenance service will be provided by Mobile Communications America during normal working hours at the locations specified. All preventive maintenance inspections will be scheduled for mutual convenience and may be performed during remedial service.

PRICE CHANGES: Unless otherwise indicated, prices quoted in this Agreement shall remain in effect as indicated on the face of this page. Thereafter, at the sole discretion of Mobile Communications America prices for service under this Agreement may be increased by Mobile Communications America upon thirty days written notice to customer. Such changes will become effective on the first day of the first full month following the date specified in the notice.

LIMITATIONS: Mobile Communications America reserves the right to inspect any equipment or service prior to its inclusion under the terms of this Agreement. Mobile Communications America may at its sole discretion require that said equipment or system be restored to proper operating specifications at customer's expense prior to its being covered under this Agreement. Mobile Communications America may at its sole discretion declare a covered piece of equipment to be unserviceable. In such case, Mobile Communications America sole responsibility is to remove said piece of unserviceable equipment from the billing under this Agreement.

The following services are not included under the terms of this Agreement. The repair of equipment and/or systems, replacement of parts, or any additional service labor due to accident, abuse, disaster, neglect, misuse, physical damage, liquid damage, damage by lightning or other Acts of God, service by personnel other than those authorized by Mobile Communications America, alterations, modifications, attachments, accessories (other than those specifically designed for use with the particular piece of equipment), use of covered equipment with unauthorized batteries and/or power supplies or reprogramming by other than Mobile Communications America personnel. This Agreement will not cover service call(s), shipping and handling that may be required to resolve a covered malfunction of the covered equipment or system. Travel charges and expenses incurred by Mobile Communications America at the request of the customer to resolve a malfunction of the equipment or system not covered under this Agreement shall be billable to the customer at current Mobile Communications America rates. If Mobile Communications America finds that any covered equipment has been altered or repaired by others in such a manner as to affect reliability or detract from the performance thereof, or if such equipment has been subjected to misuse, Mobile Communications America will notify the customer, outline the work which should be done to correct the condition, quote a price for such work, and upon written request of customer, perform such work in accordance with its quotation.

TAXES: Applicable taxes will be billed to the customer and the customer hereby agrees to pay said taxes, unless the customer has provided a current tax exemption certificate.

MCA Premier Service with Repair Coverage - Subscribers

Subscriber support includes repair and depot repair handling. It is the customer's responsibility to get the subscriber to their local MCA facility and ensure MCA has the current programming files on hand. It is MCA's responsibility to:

- Triage the device
- Ship to the depot if repair cannot be addressed locally
- Track repair status
- Receive the device back from the depot
- Confirm that the radio has been repaired and is programmed to the customer's specifications
- Communicate to the customer the status of their repair as it changes

Subscriber support also includes one annual preventative maintenance check of the device. It is the customer's responsibility to ensure the devices are made available for this check. It is MCA's responsibility to complete the preventative maintenance check and communicate results of this service with the customer. One annual firmware update of the device will be completed at the time of the preventative maintenance check.

Batteries, antennas, remote speaker mics, and belt clip replacements are covered under this service. Antennas, remote speaker mics, and belt clips will be replaced when they no longer function as the manufacturer intended. ***A battery will be replaced when it falls below 80% charge capacity, provided it has a date code within MCA's contract terms and ONLY when charged by Impres charger.***

MCA Premier Service with Repair Coverage - Infrastructure Components

Infrastructure support includes 24X7X365 response to all system issues arising from infrastructure, infrastructure cabling and antenna systems. Issues that result from power failure, force majeure, or tampering are excluded from this service. Repair of cabling and antenna systems is not a part of this service.

This service also includes depot repair handling of the infrastructure equipment. Should the equipment suffer a failure that cannot be addressed in the field, MCA will:

- Uninstall the infrastructure equipment
- Repair at our service facility, or send to the appropriate service depot
- Track repair status
- Receive the equipment back from the depot
- Confirm normal operation
- Re-install the equipment at the customer location.
- Communicate to the customer the status of their repair as it changes

One annual preventive maintenance check of all infrastructure, infrastructure cabling and antenna systems is also included. It is the customer's responsibility to give access to all infrastructure, cabling, and antenna systems for this check. It is MCA's responsibility to schedule with the customer and communicate any and all system impact. One annual firmware update of the infrastructure equipment will be completed at the time of the preventative maintenance check. ***Microwave radio, UPS, and other specialized equipment is EXCLUDED from repair and PM services, and will only receive response/troubleshooting.***

Huntsville AL City of Public Trans Dept**111238**

Model Number	Model Description	Count	Proposed Rate	Monthly
AAH55QDC9LA1AN	XPR6350 403-470MHZ 1-4W 32CH	2	\$0.00	\$0.00
AAH55QDC9LA1AN	XPR6350 403-470MHZ 1-4W 32CH	29	\$5.00	\$145.00
AAH55QDH9LA1	XPR 6550 403-470M 4W DISPL GPS	7	\$5.00	\$35.00
AAH55QDH9LA1 N	XPR 6550 403-470M 4W DISPL GPS	1	\$0.00	\$0.00
AAH56RDN9RA1 N	XPR 7550E 403-512 4W FKP GNSS BT WIFI GO	6	\$0.00	\$0.00
AAM27QNC9LA1AN	XPR4350 MOBILE RADIO	20	\$4.00	\$80.00
AAM27QNH9LA1AN	XPR 4550 160CH GPS	2	\$4.00	\$8.00
AAM28QNN9RA1 N	XPR 5550E 403-470M 25W GOB BT/GNSS/WIFI	6	\$0.00	\$0.00
AAM28QNN9RA1AN	XPR 5550e Two-Way Radio 1000-Channel UHF	2	\$0.00	\$0.00

Summary for Huntsville AL City of Public Trans Dept (9 models) 75 units for a monthly rate of \$268.00**Huntsville AL City of EMA****111219**

Model Number	Model Description	Count	Proposed Rate	Monthly
H98UCF9PW6AN	APX6000	10	\$5.00	\$50.00
M22URS9PW1AN	APX4500 MOBILE RADIO	1	\$4.00	\$4.00
M25URS9PW1AN	APX6500 MOBILE RADIO	2	\$4.00	\$8.00
T3000A	MTR3000	1	\$27.00	\$27.00
T5766A	MTR2000 STATION RPG	1	\$27.00	\$27.00

Summary for Huntsville AL City of EMA (5 models) 15 units for a monthly rate of \$116.00**Huntsville AL City of Fire And Rescue****111221**

Model Number	Model Description	Count	Proposed Rate	Monthly
AAM01JQH9JC1AN	CM300D 136-174 45W 99CH	1	\$4.00	\$4.00
AAM01JQH9JC1-AN	CM300D 136-174 45W 99CH	3	\$0.00	\$0.00
AAM50KNC9AA1	CM200 146-174, 1-25W, 4CH	15	\$4.00	\$60.00
AAM50KNF9AA1	CM300 146-174 1-25W, 32CH	33	\$4.00	\$132.00
AAM50KQF9AA1	CM300 146-174, 25-45W 32CH	25	\$4.00	\$100.00
FSA-SITE	FSA-SITE	1	\$0.00	\$0.00

FSA-SITE	FSA-SITE	19	\$25.00	\$475.00
H98KGD9PW5AN	APX6000 VHF MODEL 1.5	7	\$5.00	\$35.00
H98UCD9PW5AN	MOTOROLA APX6000	208	\$5.00	\$1,040.00
H98UCF9PW6AN	APX6000	28	\$5.00	\$140.00
L20URS9PW1AN	ASTRO PLUS CONSOLE 800MHZ	3	\$6.00	\$18.00
M25URS9PW1AN	APX6500 MOBILE RADIO	42	\$4.00	\$168.00
M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	11	\$0.00	\$0.00

Summary for Huntsville AL City of Fire And Rescue (13 models) 396 units for a monthly rate of \$2,172.00

Huntsville AL City of Police Dept 111222

Model Number	Model Description	Count	Proposed Rate	Monthly
H91TGD9PW6AN	APX8000	4	\$5.00	\$20.00
H98UCD9PW5AN	MOTOROLA APX6000	484	\$5.00	\$2,420.00
H98UCD9PW5BN	MOTOROLA APX6000LI	20	\$5.00	\$100.00
L20URS9PW1AN	ASTRO PLUS CONSOLE 800MHZ	9	\$6.00	\$54.00
M25URS9PW1AN	APX6500 MOBILE RADIO	405	\$4.00	\$1,620.00
T5365	QUANTAR QUANTRO FAMILY MODEL	3	\$27.00	\$81.00

Summary for Huntsville AL City of Police Dept (6 models) 925 units for a monthly rate of \$4,295.00

Huntsville AL City of Police Dept Stac T 112027

Model Number	Model Description	Count	Proposed Rate	Monthly
H92UCH9PW7AN	APX 900	25	\$5.00	\$125.00

Summary for Huntsville AL City of Police Dept Stac T (1 model) 25 unit for a monthly rate of \$125.00

Huntsville AL City of Traffic Operations 111224

Model Number	Model Description	Count	Proposed Rate	Monthly
AAH55QDH9LA1	XPR 6550 403-470M 4W DISPL GPS	34	\$5.00	\$170.00
AAM27QNH9LA1AN	XPR 4550 160CH GPS	11	\$4.00	\$44.00

Summary for Huntsville AL City of Traffic Operations (2 models) 45 units for a monthly rate of \$214.00

Huntsville AL Water Pollution City of 111225

Model Number	Model Description	Count	Proposed Rate	Monthly
--------------	-------------------	-------	---------------	---------

AAH55QDH9LA1

XPR 6550 403-470M 4W DISPL GPS

8

\$5.00

\$40.00

Summary for Huntsville AL Water Pollution City of (1 model)

8 unit for a monthly rate of

\$40.00