

April 1, 2021

SERVICE CONTRACT BETWEEN THE  
CITY OF PARMA &  
CLEVELAND COMMUNICATIONS, INC.



## COMMUNICATION EQUIPMENT SERVICE AGREEMENT

Customer	Parma, City of	Contact Person: Walter Samijlenko
Address: 7511 Ridge Rd. Parma, Oh 44129		Phone: 440-885-8088

Cleveland Communications, Inc. agrees to furnish inspections, F.C.C. required measurements, maintenance, repair, rent collection and other services as described on page two of this Agreement, on the following equipment:

Qty	Description Type or Model:	Location of Equipment:	Service to be done at:	Service charge per year:
1	10 Channel L3Harris P-25 Radio System & Associated Components	4501 W. Pleasant Valley Rd. Parma, Oh	Various Locations	
1	10 Channel L3Harris EDACS Radio System & Associated Components	18900 Bruening Dr. Parma, Oh	Various Locations	
9	L3Harris Symphony Dispatch Consoles and Nice Trunked Logging Recorder	Parma Regional Dispatch Center 7511 Ridge Rd. Parma, OH	On Site	
6	EDACS & P-25 System Administration		Various Locations	
<b>Total Service Contract Charge Per Year:</b>				<b>\$46,800.00</b>

**Normal Working Hours: 8:00 A.M. to 4:30 P.M. Monday – Friday**

This contract is to be billed in monthly installments of \$3,900.00 per month for the period beginning April 1, 2021 through March 31, 2024

The City of Parma (the "City") agrees to pay for contract and extra services in accordance with the terms and conditions specified on the third page of this Agreement.

Service to begin on: April 1, 2021
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--- AGREED ---

**CLEVELAND COMMUNICATIONS, INC.**

**CUSTOMER:**

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CCI Acceptance

Title: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Customer Acceptance

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Provisions of Communications Equipment Service Contract

**STANDARD MAINTENANCE:** Cleveland Communications, Inc. ("CCI") will inspect the City of Parma's (the "City") equipment listed in Attachment "A", and make such repairs, adjustments, and replacements of 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 equipment. Inspections and maintenance service will be provided by CCI during normal working hours at the locations specified on the second page of this Agreement. All contract service inspections will be scheduled for mutual convenience, and on a monthly basis. These inspections will include transmitter measurements, receiver measurements, and power output measurements as required by the FCC.

**EMERGENCY SERVICE:** Includes situations that result in severe degradation of the system and require immediate attention. A CCI technician will provide response within one (1) hour, either by telephone or by dialing into remote site monitoring equipment (if applicable) at the site reporting the problem. If required, a technician will be dispatched within two (2) hours of notification during normal business hours and three (3) hours during after hours, holidays, and weekends. In the event the service required is due to an act of God, the City agrees to pay CCI for such work and CCI's services will be rendered to the City at CCI's Negotiated Rates (which are defined on Attachment "B" to this Agreement).

**INCLUDED SERVICES:** At regularly scheduled times, CCI will perform the following under the terms of this Agreement:

- A) Preventative maintenance checks and services of all covered equipment.
- B) Test and align all repeaters.
- C) Update User Databases.
- D) Add users to the database.
- E) Assist in the planning and development of system upgrades.
- F) Provide System Administrative support on City's behalf.
- G) Implement Software FX improvements.

**Excluded Services:** Upon request of the City, CCI will perform the following services at the Negotiated Rates (which are defined on Attachment "B" to this Agreement).

- A) Service of mobile and portable radio equipment.
- B) Remove and re-install any communications system equipment as directed by the City.
- C) Repair and restore to service any communications equipment not listed on the first (1) page of this Agreement.
- D) Make improvements to the radio system as a result of progress in the technical art.
- E) Any other service requested by the City and not covered by this Agreement.

The City agrees to pay promptly, upon receipt of invoice, for all services performed under this paragraph at rates in effect at time of performance as specified on Attachment "B" to this Agreement.

If CCI finds that any communication equipment of the City 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, or suffer from an act of God, CCI will bring this to the attention of the City, outline the work which should be done to correct the condition, quote a price for such work, and upon request, perform such work in accordance with its quotation.

**TERM:** The term of this Agreement shall begin on the start date shown on page 2 and shall continue for three (3) years from that date.

**CCI RESPONSIBILITY:** CCI warrants that all services performed hereunder shall be of the kind and quality necessary to assure performance of the equipment in accordance with the manufacture's published specifications.

It is further agreed that CCI has no responsibility with respect to the installation, service, and maintenance of motor generators, batteries, or other ancillary devices required or used for furnishing power to the communication equipment nor with respect to effects upon transmission or reception produced by or emanating from outside signals or power supplies, nor for wiring, fusing or termination of any 110-volt AC or DC circuits unless otherwise agreed in writing by CCI. CCI will work with the City to remedy any trouble related to AC/DC power needed to operate the City's equipment. This includes coordinating with outside vendors if necessary. Furthermore, CCI shall not be responsible for modifying or making additions to the communication system of the City which are possible as a result of progress in the technical art, unless requested and agreed to by the City as stated previously.

\_\_\_\_\_  
CCI Acceptance

Title: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Customer Acceptance

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**REVISION OF NEGOTIATED RATES:** CCI may at any time revise its rates set forth on the reverse side hereof by giving written notice thereof not later than sixty days prior to the expiration of a term; provided, however, that the revised rates are mutually agreed upon and said revised rates shall be effective as of the beginning of the next term.

**RENEWAL/ TERMINATION:** This contract shall run for a period of three (3) years, and will automatically renew for successive three (3) year periods thereafter, unless either party terminates this contract as of the end of any term, by notice in writing delivered to the other not less than sixty (60) days prior to the end of any term.

**LIABILITY:** CCI by itself, its employees, and its agents agrees to conduct its services on it own premises and on the premises and chattels of its customers in a good and careful manner. CCI will carry adequate liability insurance and applicable workman's compensation insurance, and the City agrees to carry adequate insurance to protect CCI, its agents, and employees against liability for accidents on City's premises.

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CCI Acceptance  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Customer Acceptance  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT "A"**

**COVERED EQUIPMENT**

**4501 West Pleasant Valley Site:**

- 10 SX8PTX Harris M-III Repeaters
- 3 Cisco 2960 Switches
- 2 Net Clocks
- 1 Network Switching Server
- 1 Regional VIDA Manager
- 1 Regional Site Manager
- 10 Site Interface Modules
- 10 Power Sensor Modules
- 1 12 Channel DB Spectra Combiner
- 1 12 Channel DB Spectra Multi-Coupler
- 1 SR10A.1 VIDA Core
- 2 TX-RX Control Station Combiners
- 1 Interoperability Gateway

**18900 Bruening Dr. Site:**

- 7 SX8TPX Harris M-III Repeaters
- 7 Site Interface Modules
- 1-10 Channel Combiner
- 1-10 Channel Multi-Coupler
- 1 Communications System Director

**Parma Regional Dispatch Center:**

- 9 Positions of Harris Symphony Dispatch Consoles & Associated Hardware
- 1 Nice Trunked Logging Recorder or its replacement
- 3 DragonWave Microwave Hops. PRDC to CH8. PRDC to Old Comm center and PRDC to PHPD.

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CCI Acceptance

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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Customer Acceptance

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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CCI Acceptance  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

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Customer Acceptance  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT "B"**

**NEGOTIATED RATES:**

When CCI is requested by the City to perform service repair or installation work which is not covered by the attached contract, CCI agrees to perform such non-contract work at the following preferred rates:

**SHOP RATE:**

Shop Rate is \$90.00/hour (which is discounted from \$110.00/hour business rate) during regular business hours between 8:00 AM and 4:30 PM.

CCI's Shop Rate for non-contract work performed at the City's request after regular business hours (which start at 4:30 PM and continue until 8:00 AM) is \$97.50/hour.

CCI's Shop Rate for non-contract work performed at the City's request on Sundays and on any banking holiday is \$165.00/hour.

**FIELD RATES:**

Field Rate \$100.00/hour (which is discounted from \$120.00/hour business rate) during regular business hours between 8:00 AM and 4:30 PM.

CCI's Field Rate for non-contract work performed at the City's request after regular business hours (which start at 4:30 PM and continue until 8:00 AM) is \$150.00/hour.

CCI's Field Rate for non-contract work performed at the City's request on Sundays and on any banking holiday is \$165.00/hour.

CCI Further agrees to follow the radio pricing guidelines set forth in the original purchase contract negotiated between the City of Parma and L3Harris's predecessor General Electric Private Radio Systems. This discount rate is 25% off the published list rate of mobile and portable radio equipment as well as infrastructure equipment.

The City will be charged for any parts required for the installation of equipment for the communications system or Police, Fire or Service departments, which charge will include CCI's costs plus 12%.

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