

ORDINANCE NO. 12-87

By: Mr. Bellamy

To authorize the Mayor and Auditor to enter into contracts with Ohio Bell Communications, Inc. for the purchase and maintenance of equipment for the E9-1-1 county-wide emergency system, to transfer and appropriate funds and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY,
OHIO:

Section 1. That the Mayor and Auditor of the City of Bexley are hereby authorized to enter into contracts, copies of which are attached hereto and made a part hereof, with Ohio Bell Communications, Inc. for the purchase and maintenance of certain equipment for the E9-1-1 county-wide emergency system.

Section 2. That the sum of \$65,763.18 is hereby transferred from the unencumbered General Fund to the Capital Improvements Fund.

Section 3. That the sum of \$65,763.18 is hereby appropriated from the Capital Improvements Fund to pay the costs of purchasing the E9-1-1 equipment and a five-year maintenance contract with respect to such equipment.

Section 4. That this Ordinance is an emergency measure, necessary for the preservation of the public peace, health and safety, said emergency being that the E9-1-1 county-wide emergency system is scheduled to become operational in April, 1987 and that the purchase of equipment is necessary for the City to participate in such system, and shall go into immediate force and effect upon its passage and approval by the Mayor.

Passed: February 10, 1987

J. Joehmet
President of Council

Attest: J. W. [Signature]
Clerk of Council

Approved: Feb 10, 1987

David H. Madison
David H. Madison, Mayor

Feb. 10, 1987 - 1st reading



**C.P.E. ONLY
EQUIPMENT AGREEMENT
SUPPLEMENT**

OBCI No. N31894-8
ACI Order No. _____
BOC/COG No. _____

CUSTOMER BILLING NAME: <u>Mayor David Madison, City of Bexley</u>				PROVIDE STATION LAYOUT INFORMATION			
SHIPPING ADDRESS: <u>2242 E. Main Street</u>		ROOM NO.:	FLOOR NO.:	SHIP TO: <u>Mayor David Madison</u>			
CITY, STATE: <u>Bexley, Ohio</u>		ZIP CODE: <u>43209</u>		<u>City of Bexley</u>			
CONTACT:		TELEPHONE: <u>() -</u>		<u>2242 E. Main Street</u>			
DELIVERY DATE: <u>1/1/87</u>		SERVICE DATE: <u>1/1/87</u>		<u>Bexley, Ohio 43209</u>			
SPECIAL SHIPPING INSTRUCTIONS:				TRAINING PROVIDED BY:			
WIRING PROVIDED BY:		INSTALLATION PROVIDED BY:					

General Order Information

Program Record Form Attached

LINE	DESCRIPTION	ITEM NUMBER	QTY.	UNIT PRICE	TOTAL PURCHASE	TOTAL INSTALLATION	TOTAL MAINT.
1	ANI Cabinet	J53060A-1	1	4182.85	4182.85		
2	ANI Cabinet	J53060A-1	1	0.00	0.00		
3	ANI Cabinet	J53060A-1	1	0.00	0.00		
4	Circuit Packs	J53060AA-1	1	3221.26	3221.26		
5	MF Receiver	J53060AA-1	1	2251.69	2251.69		
6	Trunk Switch	J53060AA-1	1	365.75	365.75		
7	Trunk Packs	J53060AA-1	1	505.40	505.40		
8	Basic Carrier	J53060AA-1	1	2569.56	2569.56		
9	Attendant Packs	J53060AA-1	2	324.52	324.52		
10	Power Unit	J53060BA-1	1	4111.03	4111.03		
11	Power Unit	J53060BA-1	1	0.00	0.00		
12	-48 V Rectifier	J53060BA-1	1	2399.32	2399.32		
13	Battery Back-up	J53060BA-1	1	324.52	324.52		
14	10A1-50 SE CO ANI DP	102995891	2	811.30	811.30		
15	ALI Mux Main Unit	NJ03510D-1	1	8445.50	8445.50		
16	RTU Main Unit	NJ03510D-1	1	5320.00	5320.00		
17	ALI Display	NJ0514A-1	1	1582.70	1582.70		

X D. Madison
CUSTOMER ORDER ACCEPTANCE

DATE: 2/11/87 Subtotal ▶

Total A	Total B	Total C
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A.E. SIGNATURE _____ DATE _____

CUSTOMER INSTALLATION/DELIVERY ACCEPTANCE _____ DATE _____

Sheet _____ Of _____

ORIGINAL/FILE COPY



EQUIPMENT AGREEMENT

OBCI No. N31894-8
ACI Order No.
Related BOC/COG No.

ORDER FOR: CPE ONLY CENTREX ONLY COMBINATION
TRANSACTION TYPE: PURCHASE LEASE/TYPE MAINTENANCE AGREEMENT
REQUEST FOR: FIRM QUOTE CHANGE CANCEL

Customer Billing Name: Mayor David Madison, City of Bexley
Billing Address: 2242 East Main Street, Bexley, Ohio
Ship To: Mayor David Madison, City of Bexley
Shipping Address: 2242 East Main Street, Bexley, Ohio
Delivery Date: 1/1/87
Service Date: 1/1/87

Table with 6 rows for purchase pricing: Total Equipment Price (\$38,343.90), Total Installation Price (\$1,424.00), Shipping and Handling (\$25,995.28), Total Cash Price (\$65,763.18), Total Down Payment Credits, Cash Price Balance (\$65,763.18).

Table for Product Information with columns for Product/Feature and Product Code. Includes sections for CPE and CTX.

ALL PRICES AND RATES ARE EXCLUSIVE OF SALES/USE TAXES WHICH WILL BE APPLIED WHERE APPROPRIATE
FOR ACCOUNTING USE ONLY
Credit Approval:
Installation Completion Date:
Customer Account Number:

Customer acknowledges receipt of the documents indicated below. Customer agrees with the terms and conditions contained in the documents and further agrees that documents are part of this agreement.
A. Equipment Agreement Supplement
B. Equipment Purchase Terms and Conditions
C. Maintenance Agreement: Starting Date, Expiration Date
D. Financing Terms and Conditions
E. Customer Cost
F. Other
G. Other

Customer: City of Bexley
Typed Name: David H. Madison
Signature: [Handwritten Signature]
Title: Mayor
Date: 2/11/87
Ohio Bell Communications, Inc.
Sales Code: 353UP
Revenue Account Numbers: 4110 4120 4150 4190 4210 4230
AE's Social Security Number: 301-44-9088
Received By: Van Snell
Telephone: 614 431 6038
RSM Approval:



EQUIPMENT PURCHASE TERMS AND CONDITIONS

This Equipment Agreement ("Agreement") is made and entered into this ... day of ..., 19..., between Ohio Bell Communications, Inc. ("Seller") and City of Bexley, Ohio ("Customer").

- 1. Customer and Seller agree that the following terms and conditions will apply to any orders for the sale of equipment to the Customer by the Seller.
2. PRICE. The Equipment prices listed in this Agreement are firm and not subject to change unless Customer delays the installation or delivery of the Equipment for more than thirty days past the delivery date stated herein...
3. INSTALLATION. If the Equipment is installed by Seller, Customer shall pay the installation charges specified herein...
4. TERMS OF PAYMENT. Payment for the Equipment shall be due within thirty days of Seller's invoice date...
5. TAXES. Customer shall pay all taxes imposed upon the Seller by reason of the assembly, sale, delivery or installation of the Equipment...
6. TITLE AND RISK OF LOSS. Title to the Equipment shall pass to Customer upon shipment...
7. SECURITY INTEREST. Seller shall have a purchase money security interest in the Equipment until all applicable charges are paid in full...
8. SOFTWARE. For the purpose of this Agreement, "Software" shall mean all user, operator and programmer documents, including, without limitation, manuals, drawings, computer program listings and diagrams...

Seller hereby grants to Customer a non-transferable, nonexclusive license to use the Software only in connection with the Equipment for which it is furnished. Customer shall keep all Software confidential and shall not use the Software for any purpose other than in connection with the Equipment...
9. WARRANTY. Seller warrants only to the original purchaser that the Equipment will be free from those defects which materially affect the performance of the Equipment in accordance with the manufacturer's specifications for the period, not to exceed twelve (12) months...

- 10. WARRANTY SERVICE PLANS. During the Warranty Period, Seller shall provide Customer with Warranty Service Plan A or B as specified in this Agreement.
A. Modular Terminal Equipment. Modular terminal equipment is that equipment which has a modular (plug-in) connections system and which is not common equipment...
B. Communications Systems Common Equipment and Non-Modular Terminal Equipment. Communications common equipment is that equipment whose removal would cause interruption or failure of service by Customer's entire communications system...

11. LIMITATION OF LIABILITY. THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER, AND ANY OF ITS DIRECTORS, AGENTS, INDEPENDENT CONTRACTORS, SUPPLIERS, SUBSIDIARIES, PARENT CORPORATION, OR ANY OF ITS PARENT CORPORATION'S AFFILIATES OR SUBSIDIARIES OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS OR SUPPLIERS (COLLECTIVELY "SELLER'S AFFILIATES") FOR LOSS OR DAMAGE CAUSED BY OR ARISING IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF SELLER OR EQUIPMENT UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO THE LESSER OF \$10,000 OR THE PURCHASE PRICE OF THE EQUIPMENT...
12. GENERAL. A. No modification or waiver of any provision of this Agreement will be accepted by Seller. Variances from this Agreement in any Customer order will be of no effect.

B. Seller reserves the right to correct clerical or stenographic errors or omissions in this Agreement.
C. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision hereof shall be valid and enforced to the fullest extent permitted by law.
D. Seller is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control.
E. Seller shall have all rights and remedies specified herein in addition to those specified in the Uniform Commercial Code as adopted in the State of Ohio. All such rights and remedies are cumulative.
F. If a shipment of Equipment is rejected by Customer, Seller shall have the right to cure in any reasonable manner the error, defect, shortage or other non-conformity giving rise to the rejection.
G. Seller may subcontract for the performance of any of its obligations under this Agreement. This Agreement is assignable by Customer only with the prior written consent of Seller.
H. Customer acknowledges that he or she has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Customer further agrees that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

Accepted by Ohio Bell Communications, Inc. BY: [Signature]
TITLE: Mayor
DATE: 2/11/87
Revised 5/15/84

ORIGINAL COPY

Contract

6329

MAINTENANCE AGREEMENT

Associated Supplement Nos.

2168

Extended Hours Assurance

(The "Company") Ohio Bell Communications, Inc.
 and ("Customer") Mayor David Madison, City of Bexley
 (Address) 2242 East Main Street
 (City) Bexley (State) Ohio (Zip) 43209
 hereby agree to the following effective date as of April 1, 198 7 (the "Effective Date").

IN WITNESS WHEREOF, the Company and Customer have each caused this Agreement to be executed by a duly authorized officer or representative on the respective dates set forth below.

The "Company" Ohio Bell Communications, Inc. Customer Mayor David Madison, City of Bexley
 By _____ By D. Madison
 Printed Van Snell Printed David H. Madison
 Title _____ Title Mayor
 Date _____ Date 2/11/87

A. Coverage

1. The Company will provide, on the terms and conditions set forth in this Agreement, maintenance services, including parts and labor, for Customer's products. As used in this Agreement the term "products" means the equipment and other items or materials referred to in the attached Supplement (which is incorporated into this Agreement), as well as any distribution facilities (including but not limited to wire, terminals, protectors or connectors) provided by the Company in connection with products listed in the Supplement.

2. The Company's maintenance services shall include preventive maintenance, as determined by manufacturer's specifications in respect of such products, if any, or otherwise, by the Company, and remedial maintenance required by products when they are used under normal operating conditions. Replacement parts and products may be new or equivalent to new in performance. Such parts and products will be furnished on an exchange basis and the returned parts and products will become the property of the Company.

3. Customer may report equipment trouble seven days per week and 24 hours per day. The Company shall dispatch service personnel to the product site or, if deemed feasible by the Company, commence repair or replacement from a remote location within four hours (unless otherwise specified in the Supplement) of the receipt by the Company of the report of equipment trouble for major failures which materially affect the operation of the entire system of equipment described in the Supplement, and within 24 hours (8 business hours) of the receipt by the Company of the report of equipment trouble for other repairs, excluding weekends and holidays observed by the Company.

4. The periodic charges specified in the Supplement include all the foregoing maintenance services, parts and labor, performed at any time in connection with major failures.

5. Maintenance services performed in connection with minor failures outside the Company's normal business hours for whatever reason will be charged at the Company's then prevailing hourly rate for such after-hours work with a minimum 2 hour charge.

6. If at Customer's request the Company provides equipment, materials or service for movc.s, modifications, changes, installations or other causes not within this Agreement, Customer will pay the Company for such equipment, materials and service at the Company's then prevailing prices and rates.

B. Payments

1. Customer agrees to pay the periodic charges set forth in the Supplement for the initial term of this Agreement and the applicable periodic charges for any renewal term as referred to below.

2. Payment of the periodic charges and of any other charges pursuant to this Agreement shall be made to the Company within 30 days after the invoice date. Invoices for periodic charges will be issued in advance. Any periodic or other charge not paid when due to the Company shall have a 1.5% per month interest charge (or, if lower, the highest lawful rate) assessed against the adjusted balance from the due date until the date of payment. Payments are applied first to unpaid interest charges; the adjusted balance is the balance owed after subtracting unpaid interest charges and any payments received since the prior invoice.

C. Term of Agreement and Renewals

1. The initial term of this Agreement shall be one year immediately following the Effective Date. This Agreement shall be automatically renewed for successive one-year terms unless either party gives the other written notice of termination at least 30 days prior to the expiration of the initial or, as the case may be, current renewal term. Upon a renewal, the Supplement will remain unchanged as provided above, unless the parties agree otherwise at the time of renewal.

C-2-07/85





Ohio Bell Communications
AN AMERITECH COMPANY

**MAINTENANCE AGREEMENT
SUPPLEMENT ATTACHMENT**

Supplement No. 2168 (7) 90H
Page 1 of 2

Customer Bill Name Mayor David Madison, City of Bexley
Billing Address 2242 East Main Street Room No. _____ Floor No. _____
City, State Bexley, Ohio Zip Code 43209
Contact _____ Telephone _____

Associated Contract No. _____
Originator Van Snell
Originator's Sales Code _____
Supplement Order No. _____
Spare Parts Order No. _____

Type of Service Plan:

Extended Hours Assurance
 On-Call Assurance
 Dedicated Assurance Plus

Service Plan Effective Date April 1, 1987
Type System AT&T P.S.A.P. Equipment

Billing Options:

Lump Sum Payment w/Equipment Sale
 Lump Sum Payment during warranty
Months Expired _____
 Lump Sum Payment warranty expired
 Ameritech Credit Lease
Lease Document # _____
 Quarterly Semi-Annual Annual

Equipment Covered Under Service Plan:

QTY.	DESCRIPTION	INVENTORY NUMBER	MONTHLY UNIT COST	TOTAL MONTHLY MAINTENANCE
1	ANI Cabinet	J53060A-1	433.26	433.26
1	ANI Cabinet	J53060A-1		
1	ANI Cabinet	J53060A-1		
1	Circuit Packs	J53060AA-1		
1	MF Receiver	J53060AA-1		
1	Trunk Switch	J53060AA-1		
1	Trunk Packs	J53060AA-1		
1	Basic Carrier	J53060AA-1		
2	Attendant Packs	J53060AA-1		
1	Power Unit	J53060BA-1		
1	Power Unit	J53060BA-1		
1	48V Rectifier	J53060BA-1		
1	Battery Back-up	J53060BA-1		

Subtotal Above Items \$ 433.26
Subtotal from Supplement Attachment \$ _____
1. Extended Hours Assurance \$ 25,995.28
2. On-Call Assurance \$ _____
3. Dedicated Assurance Plus \$ _____
4. _____ \$ _____
5. _____ \$ _____
Years 1-5: Total \$ 25,995.28

Customer acknowledges receipt of the documents indicated below. Customer agrees with the terms and conditions contained in the documents and further agrees these documents are part of this agreement. Any changes in terms and conditions must be approved by Ohio Bell Communications Contract Administrator.

Date _____ Initials _____

Extended Hours Assurance _____
 On-Call Assurance _____
 Dedicated Assurance Plus _____

City of Bexley, Ohio
Customer
 David H. Madison
Customer Representative (Typed Name)
Signature [Signature]
 Mayor 2/11/87
Title _____ Date _____

Ohio Bell Communications, Inc. Received By _____
Accepted by (Typed Name): _____
Signature _____
Accepted by (Typed Name): _____
Signature _____
Title _____ Date _____

S-OBCI-0785

