

RESOLUTION NO. 22-88
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Selly, Beds ON THE
19th DAY OF September, 1988.


A RESOLUTION AUTHORIZING AND DIRECTING THE CITY
MANAGER TO ENTER INTO AN AGREEMENT BETWEEN ALPHA
& OMEGA DATA PROCESSING, INC. AND THE CITY OF
CENTERVILLE FOR THE PURCHASE OF AN ENHANCED 9-1-1
SYSTEM.

THE MUNICIPAL OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. That the City Manager is hereby authorized
and directed to enter into an agreement between Alpha & Omega
Processing, Inc., an Ohio Corporation, and the City of
Centerville, Ohio for the purchase of an Enhanced 9-1-1 System, a
copy of which is attached hereto, marked Exhibit "A" and made a
part hereof.

SECTION 2. That this Resolution shall become effective
immediately upon passage.

PASSED this 19th day of September, 1988.



Mayor of the City of Centerville,
Ohio

ATTEST:



Clerk of the Council of the
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a correct and true copy of Resolution Number 22-88, passed by the Council of the City of Centerville, Ohio, on the 19th day of September, 1988.

Marie J. Laughlin
Clerk of Council

Approved as to form, consistency
with existing ordinances, the
charter and constitutional provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 1988, by and between Alpha & Omega Data Processing, Inc., an Ohio Corporation, hereinafter designated as "Alpha & Omega", and the City of Centerville, State of Ohio, hereinafter designated as "City".

WHEREAS, City is interested in obtaining an Enhanced 9-1-1 System system; and,

WHEREAS, Alpha & Omega has developed an Enhanced 9-1-1 System which has been designed to provide Automatic Number Identification (ANI) and Automatic Location Identification (ALI) System.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the parties agree as follows:

I. DUTIES. Alpha & Omega agrees to sell to the City the hardware and software equipment set forth on Schedule A, attached hereto and incorporated herein by reference, for use as the City's Enhanced 9-1-1 System. Further, Alpha & Omega agrees to install said hardware and software equipment in accordance with the provisions hereunder and warrants that the E 9-1-1 equipment is, and will remain, compatible with the network of Ohio Bell Telephone and A.T.& T. for a period of five (5) years from the date of this agreement.

II. INSTALLATION. The installation site specifications for electrical power requirements, space requirements and furniture, such as a printer stand, will be furnished by Alpha & Omega to City at least fifteen (15) working days prior to the hardware delivery date. City shall, at their sole expense, have the site prepared in accordance with the site specifications before the scheduled hardware installation date. Equipment purchased from Alpha & Omega under this Agreement shall thereafter be installed and placed in good working order.

III. CONSIDERATION. As consideration for services rendered under this Agreement, Alpha & Omega shall be entitled to receive from City the sum of twenty-four thousand, six hundred seventy-five dollars (\$24,675.00). These funds are to be paid as follows:

- A. Four thousand, nine hundred, thirty-five dollars (\$4,935.00) is due upon the execution of this Agreement.
- B. Seven thousand, four hundred, three dollars (\$7,403.00) is due on completion of wiring.
- C. Seven thousand, four hundred, two dollars (\$7,402.00) is due the date of hardware delivery.
- D. Four thousand, nine hundred, thirty-five dollars (\$4,935.00) is due at cut-over.

IV. PERFORMANCE LIABILITY. City agrees that the hardware and software combination set forth on the attached Schedule A is adequate for their purposes of employing an Enhanced 9-1-1 System. Alpha & Omega's total liability for any deficiencies

will not exceed the cost to repair such deficiencies. Further, City agrees not to hold Alpha & Omega liable to pay compensation associated with non-use, lost business, or any other cost that may be incurred due to the system or software failure caused by, arising out of, or resulting from the intentional or negligent acts or admissions of City or its agents, or any individuals who shall use or come in contact with the system.

V. RISK OF LOSS. Alpha & Omega and its insurers hereby relieve City from risk of loss or damage to the equipment set forth in Schedule A up to the date of delivery and including the date of hardware installation. The date of hardware installation shall be defined as the date the hardware is physically set-up and power turned on at City's site. The risk of loss or damage shall be on City after the date of installation. Alpha & Omega recommends that City secure adequate insurance coverage for the equipment.

VI. TAXES. If City is to be sales tax free, Alpha & Omega will not collect the sales tax, providing City has submitted to Alpha & Omega a valid Tax Exemption Certification.

VII. TRAINING. Alpha & Omega agrees to provide City with four (4) hours of on-site training at no additional charge. This training is to be utilized within five (5) months of the date of this Agreement. Additional training is available at Alpha & Omega's normal hourly rates.

VIII. HARDWARE MAINTENANCE RESPONSIBILITY. Alpha & Omega will provide maintenance, including transportation, labor and

parts, at no charge to City for a period not to exceed one (1) year from the date of hardware installation as defined in Section V hereunder. Alpha & Omega shall respond within one (1) hour of the time a problem is reported by City. Alpha & Omega reserves the right to charge normal service fees for any difficulty related to improper use of the equipment. Some examples of improper use are, but not limited to, physical damage to the equipment, damage caused by cigarette ashes, spillage of liquids onto or inside equipment, obstruction of the ventilation fan, etc. Service fees and/or replacement costs would also be charged for damage normally covered by insurance such as, but not limited to, lightning, fire, leaking roof or vandalism, etc. In the event of a catastrophe, an emergency back-up system will be loaned (on-site) to City within seventy-two (72) hours to provide on-going service while City's system is being repaired or replaced.

VIX. EXTENDED SERVICE COVERAGE OPTION. Alpha & Omega will provide a maintenance contract to cover the equipment set forth on the attached Schedule A on an on-going basis after the one (1) year warranty period. The terms of the service agreement will be covered by a separate service contract. The annual increase for the extended service contract will not exceed the rate of the consumer price index.

X. SYSTEM SOFTWARE MAINTENANCE. Alpha & Omega will provide all necessary software support for a period of one (1) year from the date of hardware installation as

defined in Section V hereunder, at no additional charge to City.

Any problems with the system which are reported to Alpha & Omega will be promptly corrected. Program changes to the installed software, requested by City, will be quoted at Alpha & Omega's then current rates and approved before work begins.

XI. CHANGE OF EQUIPMENT LOCATION. City agrees to promptly inform Alpha & Omega of any need to change the equipment location and not to move any equipment from the location at which it is installed, except in an emergency, without prior written consent of Alpha & Omega. Said written consent shall not be unreasonably withheld if service is to be continued. Alpha & Omega maintenance personnel will relocate any equipment which requires relocation at the sole expense of City. The cost of such relocation will be charged at Alpha & Omega's then current rates.

XII. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding and supersedes all prior agreements, both written and oral, between the parties hereto. No representation, promises, inducement, or statement of intention has been made by any party to this Agreement to the other party to this Agreement which is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not embodied herein with respect to the subject matter hereof.

XIII. AMENDMENT AND WAIVERS. This Agreement may not be modified or amended except by an instrument or instruments, in

writing, signed by both Alpha & Omega and City. The waiver by either party hereto of a breach of any term or provision of this Agreement should not be construed as a waiver of any subsequent breach.

XIV. CONSTRUCTION. This Agreement is being delivered and is intended to be performed in the State of Ohio, and is to be construed and enforced in accordance with the laws of that State.

XV. COUNTERPARTS. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XVI. CAPTIONS. The captions appearing in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope and intent of this Agreement or any of the provisions hereof.

XVII. UNENFORCEABLE. In the event any one or more provisions or clauses in this Agreement is unenforceable or invalid, it shall not affect the enforceability of all other provisions and clauses in this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this ____ day of _____, 1988.

Signed and acknowledged in
the presence of:

ALPHA & OMEGA DATA
PROCESSING, INC.

By: _____

City of Centerville

By: _____

SCHEDULE A
PRIMARY PSAP

P.S.A.P Equipment
Enhanced 9-1-1

<u>QTY</u>	<u>ITEM</u>	<u>COST</u>	<u>INSTALL</u>	<u>TOTAL COST</u>
<u>1</u>	Printer	<u>650.00</u>	<u>N/C</u>	<u>650.00</u>
<u>1</u>	ANI Master Controller	<u>5,650.00</u>	<u>N/C</u>	<u>5,650.00</u>
<u>1</u>	ANI Display/Transfer	<u>3,098.00</u>	<u>N/C</u>	<u>3,098.00</u>
<u>1</u>	Power Conversion Unit	<u>995.00</u>	<u>N/C</u>	<u>995.00</u>
<u>1</u>	ALI Master Controller	<u>9,670.00</u>	<u>N/C</u>	<u>9,670.00</u>
<u>1</u>	ALI Display 12" CRT	<u>800.00</u>	<u>N/C</u>	<u>800.00</u>
<u>1</u>	Other (Explain) 9 month extended warranty	<u>2,034.00</u>		<u>2,034.00</u>
<u>1</u>	Other (Explain) 1A2 Phone System	<u>776.00</u>		<u>776.00</u>
<u>1</u>	Other (Explain) Misc. Hardware & Freight	<u>1,002.00</u>	<u>N/C</u>	<u>1,002.00</u>
			TOTAL	<u>24,675.00</u>

One year warranty shall start the day the equipment is installed ready for testing.

All prices include installation & training.

ADDITIONAL CONTRACTURAL LANGUAGE TO OAKWOOD'S CONTRACT WITH ALPHA
& OMEGA REGARDING THE E-911 SYSTEM -- Added as final Paragraph on
Schedule A

This Schedule A incorporates by reference the Montgomery County bid request dated April 20, 1988, including the general conditions, information to bidders, specifications accompanying that request and all amendments and addenda to those materials (collectively called "specifications"). If there is any conflict between the specifications and any other portion of this agreement, those specifications shall prevail. For the purposes of this agreement, Oakwood shall be deemed to be the "County" referred to in those specifications.